

COUNTY-WIDE AGREEMENT
for
PUBLIC SAFETY AND EMERGENCY PREPAREDNESS GOODS
AND RELATED SERVICES

CONTRACT NO: 12-30-208

BETWEEN



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer

AND

Safeware, Inc.
(Based on County of Fairfax, Virginia Contract No. 4400001839)

COUNTY-WIDE AGREEMENT

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- Exhibit 7 Cook County Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Safeware, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 24th day of July, 2012, as evidenced by Board Authorization letter attached hereto as Exhibit 7.

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the County of Fairfax, Virginia solicited a formal Request for Proposal process for Public Safety and Emergency Preparedness Goods and Related Services and the Contractor was identified as the qualified and lowest cost provider for the goods and services; and

Whereas, the County of Fairfax, Virginia entered into a contract on September 1, 2011 for the provision of goods and services by the Contractor for the County of Fairfax, Virginia relative to Public Safety and Emergency Preparedness Goods and Related Services ("the County of Fairfax, Virginia Contract"); and

Whereas, the County wishes to leverage the procurement efforts of the County of Fairfax, Virginia; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Contractor agrees to provide to the County Public Safety and Emergency Preparedness Goods and Related Services, incorporated as Exhibit 1, County Statement of Work; and

Whereas, the Contractor warrants that it is ready, willing, and able to supply these goods and services set forth in Exhibit 1, County Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the County of Fairfax, Virginia Contract as set forth in Exhibit 2 Price Proposal and incorporated herein by reference; and

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the County of Fairfax, Virginia Contract, hereto incorporated by reference as Exhibit 3 County of Fairfax, Virginia Contract, all as may be applicable to the County; and

Whereas, Exhibit 3 County of Fairfax, Virginia Contract was previously awarded as Contract No. RQ11-205753-10A, and was modified to Contract No. 4400001839 due to a system change at Fairfax County, having no changes to the actual contract other than the contract number; and

Whereas, the County General Conditions are incorporated and attached by reference as Exhibit 4; Notwithstanding such incorporation, none of the terms set forth in Exhibit 3 which conflict with the express terms of this Contract or its General Conditions in Exhibit 4 shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

Whereas, the County of Fairfax, Virginia Contract includes the option to renew the contract for four (4) additional one (1) year periods beyond the current September 30, 2014 end date and the County is hereby authorized to exercise any such extension option; and

Whereas, when the United States Federal Government funding may be involved in the purchases or services rendered to the County through this agreement from the Contractor, the Special Conditions for Federal and Grant Funded Projects are invoked as referenced in Exhibit 5; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- | | |
|-----------|--|
| Exhibit 1 | County Statement of Work |
| Exhibit 2 | County Price Proposal |
| Exhibit 3 | County of Fairfax, Virginia (Contract No.4400001839) |
| Exhibit 4 | General Conditions |
| Exhibit 5 | Special Conditions for Federal and Grant Funded Projects |
| Exhibit 6 | Evidence of Insurance |
| Exhibit 7 | Cook County Board Authorization |

EXHIBIT 1

County Statement of Work

Cook County Statement of Work

Safeware, Inc. shall furnish PUBLIC SAFETY AND EMERGENCY PREPAREDNESS GOODS AND RELATED SERVICES to various Cook County Agencies, all in accordance with the Contract Documents, Specifications, and Proposal herein.

The Contract period will begin after award by the Cook County Board of Commissioners and after proper execution of the Contract Documents, and will end September 30, 2014. The County of Fairfax, Virginia Contract includes the option to renew the contract for four (4) additional one (1) year periods beyond the current September 30, 2014 end date and the County is hereby authorized to exercise any such extension option.

The Contractor shall deliver to the various County locations (i.e. Offices, Departments, and Agencies). The delivery locations and delivery schedule will be specified on a per order basis, shipping having no minimum quantity required (free freight, and no freight charges for non-hazmat shipments).

EXHIBIT 2

County Price Proposal

Cook County Price Proposal

This County-Wide Agreement will enable an overall value that will not exceed \$5,561,644.00 through the current contract end date of September 30, 2014.

Through this comparable government procurement to provide the County with Public Safety and Emergency Preparedness Goods and Related Services at a 41% discount off of Safeware's list price. Items not specifically listed in the catalog may be purchased under this contract at the above noted discount rate.

The comprehensive price list and catalog items offered by Safeware, Inc. can be found at <http://shop.safewareinc.com/>.

EXHIBIT 3

County of Fairfax, Virginia (Contract No. 4400001839)



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY FAIRFAX COUNTY

FOR

**PUBLIC SAFETY AND EMERGENCY PREPAREDNESS
EQUIPMENT AND RELATED SERVICES**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP#11-205753-10

PRE-PROPOSAL CONFERENCE

RFP11-205753-10

An optional pre-proposal conference will be held on March 23, 2011 at 10:30 A.M. at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 120.C, Fairfax, Virginia (located inside the cafeteria). The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract specialist at dpsmteam1@fairfaxcounty.gov prior to the pre-proposal conference.



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

ISSUE DATE: March 11, 2011	REQUEST FOR PROPOSAL NUMBER: RFP11-205753-10	TITLE: Public Safety and Emergency Preparedness Equipment and Related Services
DEPARTMENT: Various	DUE DATE/TIME: April 7, 2011 @ 2:00 P.M.	CONTRACT SPECIALIST: Lonnelle Robinson at 703-324-3281 or lonnette.robinson@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole Proprietor)

Prompt Payment Discount: ___% for payment within ___ days/net ___ days

State Corporation Commission (SCC) Identification No.

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: LARGE (Y) SMALL (B)

MINORITY-OWNED SMALL (X) MINORITY OWNED LARGE (V) WOMEN-OWNED SMALL (C)

WOMEN OWNED LARGE (A) NON PROFIT (9)

CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION
State in which Incorporated: _____

Vendor Legally Authorized Signature

Date

Print Name and Title

Secretary

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



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Introduction and Background

OVERVIEW

1. MASTER AGREEMENT

Fairfax County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Public Safety and Emergency Preparedness Equipment and Related Services (herein "Products and Services"). Offerors responses will be evaluated in two (2) sections: Section A: Public Safety and Emergency Preparedness Equipment and Related Services (herein "general products") and Section B. Automated External Defibrillators (AEDs) Equipment, Accessories, Service, Training and Technology Support (herein "AED's"). The resulting contract may be awarded to a single offeror or multiple offerors. **Note: Some awards may be made for Fairfax County and members of the Metropolitan Washington Council of Government for local usage.** Offerors may submit a response for sections A and/or B.

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

2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

It is the intent of this solicitation to allow Offerors to propose the broadest possible selection of the equipment specified in the categories listed below.

Section A

General Product Categories:

- A. Personal Protective Equipment (PPE)
- B. Explosive Device Mitigation and Remediation Equipment
- C. Environmental Monitoring
- D. CBRNE Search & Rescue Equipment
- E. Interoperable Communications Equipment
- F. Detection Equipment
- G. Decontamination Equipment
- H. Hazardous Materials Storage
- I. Spill Control and Containment

Introduction and Background

- J. Physical Security Enhancement Equipment
- K. Fire and Emergency Response
- L. Traffic Safety
- M. Facility Safety and Maintenance
- N. Fall protection and Confined Space
- O. Medical and First aid Supplies
- P. CBRNE Reference Materials
- Q. Related Services
- R. Other Non-listed Public Safety, Law Enforcement and Fire Equipment

By way of example only and without the intent to limit the broad category of Public Safety and Emergency Preparedness Equipment and Related Services that might be available from potential offerors, a more detailed listing of the above referenced categories is shown on ATTACHMENT A hereto.

Section B

Automated External Defibrillators (AEDs)

- A. AED Equipment and Accessories - Technical specifications for AEDs, accessories and related supplies
- B. Service – Site surveys for AED placement; AED maintenance, repair, and replacement; physician oversight; event data collection and report
- C. Training – Certified training for employees, instructor-led or on-line
- D. Technology Support – Web-based management of equipment, service, and training

Background and technical requirements are specified in ATTACHMENT B hereto.

SUPPLIER QUALIFICATIONS**U.S. COMMUNITIES****4. U.S. COMMUNITIES**

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

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

Advisory Board

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

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

Current U.S. Communities Advisory Board Members

City of Charlotte/Mecklenburg, NC	Hillsborough Schools, FL
City of Los Angeles, CA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
Dallas County, TX	Maricopa County, AZ
Davis Joint Unified Schools, CA	Miami-Dade County, FL
City and County of Denver, CO	Salem-Keizer School District, OR
State of Georgia	City of San Antonio, TX
Emory University, GA	San Diego Unified School District, CA
Fairfax County, VA	City of Seattle, WA
Harford County Public Schools, MD	Great Valley School District, PA
Hennepin County, MN	
North Carolina State University, NC	

Participating Public Agencies

Today more than 44,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.6 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

SUPPLIER QUALIFICATIONS

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

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

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Fairfax County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2010 purchased more than \$138 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

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

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Marketplace

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card or credit card. Suppliers have the ability to add their products to the Marketplace at no cost.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

SUPPLIER QUALIFICATIONS

Evaluation of Proposals

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

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the minimum qualifications and offers the best value and most competitive proposals will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies. The overall ranking of proposals is based on the following:

A. TECHNICAL PROPOSAL

1. Supplier Qualifications, Supplier Worksheet for National Program Consideration (Ref. page 11)
2. Supplier Information (Ref. pages 14-17)
3. Section 7, Technical Proposal Instructions of the Fairfax County Special Provisions (Ref. pages 39-41)

B. COST PROPOSAL

1. Provide in ATTACHMENT D the pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria, for each product category in Paragraph 3, Section A, items A-R and Paragraph 3, Section B, items A-D above. Multiple discounts may be provided for each product category.
2. Provide the reference to the standard index or other objective criteria used to determine pricing of each Product category and state why this the most advantageous to Participating Public Agencies.
3. State if the quoted price for each Product category is the most favorable pricing offered by your company to state and local agencies nationwide.
4. Propose a plan to adjust pricing as market conditions change.
5. All pricing proposed must include charges for shipping.
6. Detail pricing for items requiring special shipping, door delivery. Installed inside delivery etc. are items that would require additional charge due to a special circumstance.
7. Section 8, Cost Proposal Instructions of the Fairfax County Special Provisions (Ref. page 41)

5. SUPPLIERS

Commitments

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

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

SUPPLIER QUALIFICATIONS

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

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

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

(v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

SUPPLIER QUALIFICATIONS

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

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

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

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

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

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

(iii) **Supplier's Options in Responding to a Third Party RFP or ITB.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

SUPPLIER QUALIFICATIONS

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

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

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

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

(iii) **Sales Force Training.** Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

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

SUPPLIER QUALIFICATIONS

- containing:
- (A) A dedicated U.S. Communities internet web-based homepage
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original request for proposal or invitation to bid;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of products and pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
 - (B) A dedicated toll-free national hotline for enquiries regarding U.S. Communities.
 - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
 - (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
 - (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

SUPPLIER QUALIFICATIONS**U.S. Communities Administration Agreement**

The Supplier is required to execute the U.S. Communities Administration Agreement (attached hereto as Appendix B) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

SUPPLIER QUALIFICATIONS

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES ___ NO ___
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES ___ NO ___
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in over 40 U.S. states?
YES ___ NO ___
- D. Did your company have sales greater than \$50 million last year in the United States?
YES ___ NO ___
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic and internet ordering and billing?
YES ___ NO ___
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES ___ NO ___
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES ___ NO ___
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES ___ NO ___
- I. Will your company commit to the following program implementation schedule?
YES ___ NO ___
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES ___ NO ___
- K. Does your company agree to not pursue additional national or multi-state cooperative contracts during the contract period?
YES ___ NO ___

Submitted by: _____

(Printed Name)

(Signature)

(Title)

(Date)

SUPPLIER QUALIFICATIONS

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call Discuss expectations Establish initial contact people & roles Outline kickoff plan Establish WebEx training date	One Week
2. Administrative Agreement Signed Lead Public Agency agreement signed	One Week
3. Supplier Login Established Complete Supplier initiation form Complete Supplier product template Create user account & user ID - Communicate to Supplier	One Week
4. Initial Sr. Management Meeting Review commitments Discuss National Account Manager (NAM) role & staff requirements Discuss reporting process & requirements Review kickoff plan Determine field sales introductory communication plan	Two Weeks
5. Initial NAM & Staff Training Meetings Discuss expectations, roles & responsibilities Introduce and review web-based tools Discuss sales organization & define roles Review with NAM Review process & expectations with NAM and lead referral person Discuss marketing plan and customer communication strategy Discuss Admin process/expectations & provide admin support training	Two Weeks
6. Review Top 10 Local Government Contracts Determine strategies with NAM	Two Weeks
7. Program Contact Requirements Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	Two Weeks

SUPPLIER QUALIFICATIONS

New Supplier Implementation Checklist		Target Completion After Award
8. Web Development		
	Initiate IT contact	Two Weeks
	Website construction	Three Weeks
	Website final edit	Four Weeks
	Product upload to U.S. Communities site	Four Weeks
9. Sales Training & Roll Out		
	Regional Manager (RM) briefing - Coordinate with NAM	One Week
NAM	Initial remote WebEx training for all sales - Coordinate with	Two Weeks
	Top 10 metro areas - Coordinate with NAM & RM	Four Weeks
	Initiate contact with Advisory Board (AB) members	Four Weeks
	Training plan for other metros	
10. Marketing		
	General announcement	
	1 Page Summary with Supplier contacts	
	Branding of program	
	Supplier handbook	
	Announcement to AB and Sponsors	
11. Green Initiative		
	Identify Green Products	Two Weeks
	- Certifications	
	- New product identification	
	Identify green expert	
	Green reporting	Six Weeks
		Four Weeks
	Upload product to U.S. Communities website	
	- Product description	
	- Picture	
	- SKU	
	Green marketing material	Six Weeks
	- Approved by U.S. Communities	
	- Printed/ Images	
	- Articles/ Best Practices/ Supplier internal green practices	
	- Workshops	
	- Green tradeshow	
	- 3rd Party green vendors	

SUPPLIER INFORMATION

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

Company

1. Total number and location of sales persons employed by your company in the United States;
2. Number and location of distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2008, 2009 and 2010 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2008, 2009, AND 2010			
Segment	2008 Sales	2009 Sales	2010 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.
7. Provide three references in ATTACHMENT C that Supplier has provided products or services of similar size and scope as those outlined in this RFP. Include complete contact information, a description of products provided and/or services performed, and total dollar amount of product and/or services performed.

Distribution

Describe how your company proposes to distribute the Products nationwide.

1. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

SUPPLIER INFORMATION

2. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
3. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
4. State the company's standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.
5. State restocking fees for products returned after thirty days.

Marketing

1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company proposes to resolve any complaints, issues or challenges.
5. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management.

Products

The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

1. Provide a description of the Products and Services to be provided by the major product category set forth in Attachments A & B of the RFP.
2. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
3. State your fill rate (delivery of product within one day of order) for products, Attachments A & B. If less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
4. Specify guaranteed fill rate by product category specified in Attachments A & B.
5. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?

SUPPLIER INFORMATION

6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for public safety and emergency preparedness equipment.

Administration

Describe your company's capacity to employ EDI, telephone, Internet, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

1. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
2. Describe the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; Peoplesoft, Lawson, Oracle, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year sine "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.
3. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s).
4. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
5. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
6. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Financial Statements

The Supplier shall include an audited income statement and balance sheet from the most recent reporting period in its proposal.

Staffing Plan

A staffing plan is required which describes the Supplier's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time

SUPPLIER INFORMATION

commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project.

Environmental

Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.

1. What is your company's environmental strategy?
2. What is your investment in being an environmentally preferable product leader?
3. Do you have any resources dedicated to your environmental strategy? Please describe.
4. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

Attachment A
Detailed Specifications for Public Safety Categories

PUBLIC SAFETY CATEGORIES

Product Category Examples (Note: Items A-K is compiled in part from the Office of Domestic Preparedness' Authorized Equipment List and The InterAgency Board's Standardized Equipment List):

A. Personal Protective Equipment -Equipment worn to protect the individual from hazardous materials and contamination. Levels of protection vary and are divided into three categories based on the degree of protection afforded. The following constitutes equipment intended for use in a chemical/biological threat environment:

Level A. Fully encapsulated, liquid and vapor protective ensemble selected when the highest level of skin, respiratory and eye protection is required. The following constitutes Level A equipment:

- Fully Encapsulated Liquid and Vapor Protection Ensemble, reusable or disposable (tested and certified against CB threats)
- Fully Encapsulated Training Suits · Closed-Circuit Rebreather (minimum 2-hour supply, preferred), or open-circuit Self-Contained Breathing Apparatus (SCBA) or, when appropriate, Air-Line System with 15-minute minimum escape SCBA
- Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits
- Chemical Resistant Gloves, including thermal, as appropriate to hazard
- Personal Cooling System; Vest or Full Suit with support equipment needed for maintaining body core temperature within acceptable limits
- Hardhat/helmet
- Chemical/Biological Protective Undergarment
- Inner Gloves
- Approved Chemical Resistant Tape
- Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- Chemical Resistant Outer Booties

Level B. Liquid splash resistant ensemble used with highest level of respiratory protection. The following constitute Level B equipment:

- Liquid Splash Resistant Chemical Clothing, encapsulated or non-encapsulated
- Liquid Splash Resistant Hood
- Closed-Circuit Rebreather (minimum 2-hour supply, preferred), open-circuit SCBA, or when appropriate, Air-Line System with 15-minute minimum escape SCBA
- Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits
- Chemical Resistant Gloves, including thermal, as appropriate to hazard
- Personal Cooling System; Vest or Full Suit with support equipment needed for maintaining body core temperature within acceptable limits
- Hardhat/helmet
- Chemical/Biological Protective Undergarment
- Inner Gloves
- Approved Chemical Resistant Tape
- Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- Chemical Resistant Outer Booties

Level C. Liquid splash resistant ensemble, with same level of skin protection of Level B, used when the concentration(s) and type(s) of airborne substances(s) are known and the criteria for using air-purifying respirators are met. The following constitute Level C equipment:

- Liquid Chemical Splash Resistant Clothing (permeable or non-permeable)
- Liquid Chemical Splash Resistant Hood (permeable or non-permeable)
- Tight-fitting, Full Facepiece, Negative Pressure Air Purifying Respirator with the appropriate cartridge(s) or canister(s) and P100 filter(s) for protection against toxic industrial chemicals, particulates, and military specific agents.

Attachment A
Detailed Specifications for Public Safety Categories

- Tight-fitting, Full Facepiece, Powered Air Purifying Respirator (PAPR) with chemically resistant hood with appropriate cartridge(s) or canister(s) and high-efficiency filter(s) for protection against toxic industrial chemicals, particulates, and military specific agents.
- Equipment or system batteries will include those that are rechargeable (e.g. NiCad) or non-rechargeable with extended shelf life (e.g. Lithium)
- Chemical Resistant Gloves, including thermal, as appropriate to hazard
- Personal Cooling System; Vest or Full Suit with support equipment
- Hardhat
- Inner Chemical/Biological Resistant Garment
- Inner Gloves
- Chemical Resistant Tape
- Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- Chemical Resistant Outer Booties

Level D. Selected when no respiratory protection and minimal skin protection is required, and the atmosphere contains no known hazard and work functions preclude splashes, immersion, or the potential for unexpected inhalation of, or contact with, hazardous levels of any chemicals.

- Escape mask for self-rescue Note: During CBRNE response operations, the incident commander determines the appropriate level of personal protective equipment. As a guide, Levels A, B, and C are applicable for chemical/ biological/ radiological contaminated environments. Personnel entering protective postures must undergo medical monitoring prior to and after entry. ***All SCBAs should meet standards established by the National Institute for Occupational Safety and Health (NIOSH) for occupational use by emergency responders when exposed to Chemical, Biological, Radiological and Nuclear (CBRN) agents in accordance with Special Tests under NIOSH 42 CFR 84.63(c), procedure number RCTCBRN-STP-0002, dated December 14, 2001. ODP anticipates making compliance with NIOSH SCBA CBRN certification a mandatory requirement for all SCBAs purchased under the FY 2004 State Homeland Security Grant Program.***

B. Explosive Device Mitigation and Remediation-Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment:

- Bomb Search Protective Ensemble for Chemical/Biological Response
- Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- Cooling Garments to manage heat stress
- Ballistic Threat Body Armor (not for riot suppression)
- Ballistic Threat Helmet (not for riot suppression)
- Blast and Ballistic Threat Eye Protection (not for riot suppression)
- Blast and Overpressure Threat Ear Protection (not for riot suppression)
- Fire Resistant Gloves
- Dearmer/Disrupter
- Real Time X-Ray Unit; Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV)
- CBRNE Upgrades for Existing TCV
- Robot; Robot Upgrades
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection
- Inspection mirrors
- Ion Track Explosive Detector

C. Environmental Monitoring

- Chip measurement systems
- Passive dosimeter badges
- Diffusion tubes
- Detector tube systems

Attachment A
Detailed Specifications for Public Safety Categories

- Air sampling pumps
- Gas detection monitors
- Confined space monitors
- Photo-ionization detectors
- Protection against additional unseen hazards – (radiation and noise levels)

D. CBRNE Search and Rescue Equipment -Equipment providing a technical search and rescue capability for a CBRNE environment:

- Hydraulic tools; hydraulic power unit
- Listening devices; hearing protection
- Search cameras (including thermal and infrared imaging)
- Breaking devices (including spreaders, saws and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel)
- Ventilation fans

E. Interoperable Communications Equipment -Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. Includes system design, installation, service and maintenance.

- Land Mobile, Two-Way In-Suit Communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Commercially available crisis management software
- Mobile Display Terminals

F. Detection Equipment -Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear and explosive agents throughout designated areas or at specific points:

Chemical

- M-8 Detection Paper for chemical agent identification
- M-9 Detection Paper (roll) for chemical agent (military grade) detection
- M-256 Detection Kit for Chemical Agent (weapons grade—blister: CX/HD/L; blood: AC/CK; and nerve:GB/VX) detection
- M-256 Training Kit
- M-18 Series Chemical Agent Detector Kit for surface/vapor chemical agent analysis
- Hazard Categorizing (HAZCAT) Kits
- Photo-Ionization Detector (PID)
- Flame Ionization Detector (FID)
- Surface Acoustic Wave Detector
- Gas Chromatograph/Mass Spectrometer (GC/MS)
- Ion Mobility Spectrometry
- Stand-Off Chemical Detector
- M-272 Chemical Agent Water Test Kit
- Colormetric Tube/Chip Kit specific for TIC s and CBRNE applications

Attachment A
Detailed Specifications for Public Safety Categories

- Multi-gas Meter with minimum of O2 and LEL
- Leak Detectors (soap solution, ammonium hydroxide, etc)
- pH Paper/pH Meter
- Waste Water Classifier Kit
- Oxidizing Paper
- Protective cases for sensitive detection equipment storage & transport

Biological - Point Detection Systems/Kits (Immunoassay or other technology) **Radiological/Nuclear** Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma)

- Personal Dosimeter
- Scintillation Fluid (radiological) pre-packaged
- Radiation monitors

G. Decontamination Equipment -Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination:

Chemical

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon Litters/roller systems
- Extraction Litters, rollable
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill Containment Devices
- Overpak Drums
- Non-Transparent Cadaver Bags (CDC standard)
- Hand Carts
- Waste water classification kits/strips

Biological

- HEPA (High Efficiency Particulate Air) Vacuum for dry decontamination

H. Hazardous Materials Storage

- Storage cabinets
- Safety cans

I. Spill Control and Containment

- Spill treatment agents
- Infectious materials cleanup kits
- Sorbents
- Nonsparking tools
- Hazardous material vacuums
- Environmental containment

J. Physical Security Enhancement Equipment -Equipment to enhance the physical security of critical infrastructure. Includes system design, installation, service and maintenance.

Surveillance, Warning, Access/Intrusion Control Ground

- Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
- Barriers: Fences; Jersey Walls
- Impact Resistant Doors and Gates
- Portal Systems; locking devices for access control
- Alarm Systems
- Video Assessment/Cameras: Standard, Low Light, IR, Automated Detection
- Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Cyphers/Codes
- X-Ray Units

Attachment A
Detailed Specifications for Public Safety Categories

- Magnetometers
- Vehicle Identification: Visual; Electronic; Acoustic; Laser; Radar

Explosion Protection

- Blast/Shock/Impact Resistant Systems
- Protective Clothing
- Column and Surface Wraps; Breakage/Shatter Resistant Glass; Window Wraps
- Robotic Disarm/Disable Systems

K. Fire and Emergency Response

- Firefighting, rescue, EMS: Apparel (structural, suspenders, wildland, rescue EMS, stationwear, high visibility, gear racks), helmet/hoods, gloves, boots, SCBA/respirators, eyewear, ear plugs/muffs, knee/wrist/back protectors, communications, RIT/RIC/escape devices, accountability, rehab, incident command, bags/packs/web gear, thermal imagers, search cameras/listening systems, flashlights/scene lighting, hand tools, ladders, ventilation, extinguishers, dry chemicals/foam, hoses/nozzle/appliances, rescue tools, rope/rigging, patient care, and traffic safety
- Hazmat/WMD: Apparel, gloves, boots, SCBA respirators, instrumentation, lead repair/control, sorbents/neutralizers, overpacks, containment, vacuums, and decon
- Law Enforcement: Apparel, eyewear, headsets/ear plugs, gloves, SCBA/respirators, flashlights/scene lighting, thermal imaging, traffic safety
- Mass Casualty: Shelters/trailers, incident command, med/surge, decontamination, fatality management, multi-use/temporary housing, environmental controls/support equipment, patient management, and scene management

L. Traffic Safety

- Traffic safety apparel: Class I, II, and III
- Traffic safety tapes (delineator tapes and warning and barricade tapes)
- Traffic control products: cones, delineator posts, flags, triangles, signs and the stands that hold them, paddles, vests for road crews, law enforcement, and emergency response personnel, fences, wind socks, and emergency kits.

M. Facility Safety and Maintenance

- Communications
- Eyewashes and showers (portable, mounted, combinations, and mixing valves)
- Fire extinguishers
- Label Makers (portable and benchtop)
- Lighting (hand lights, headlamps, personal, and lanterns and area lighting)
- Lockout/Tagout (stations, padlock and hasps, electrical, confined space, and valve)
- Maintenance (abrasives, adhesives, sealants and tapes, electrical, HVAC and plumbing, janitorial, lubricants and penetrants, MRO, paint, tarps, hand tools, power tools, measuring and leveling, lawn and garden, and welding)
- Material handling and storage (bins, bottle carriers, carts, chests and lockers)
- Matting (antifatigue and specialty)
- Signs and tags
- Waste disposal
- Wipers

N. Fall Protection and Confined Space

- Fall arrest systems
- Worker positioning systems
- Restraint systems
- Suspension systems
- Rescue systems

Attachment A
Detailed Specifications for Public Safety Categories

O. Medical and First Aid Supplies

- First aid kits: bulk kits, first aid kit refills, professional first aid kits, standard first aid kits, specialty first aid kits, weatherproof first aid kits, and bloodborne pathogen response kits
- Burn care: burn kits, dressings, sprays, and fire blankets
- Medicinals: Antacids, aspirin and nonaspirin pain relief, and cold and sinus medication
- Skin care products: heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, and sunscreen
- Heat-Stress relief - (Fluid replacement drinks and coolers)
- Sudden cardiac arrest response products: Automated external defibrillators, AED trainers, and accessories and replacement parts

P. CBRNE Reference Materials -Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- NFPA Guide to hazardous materials
- NIOSH Hazardous Materials Pocket Guide
- North American Emergency Response Guide
- Jane's Chem-Bio Handbook
- First Responder Job Aids

Q. Related Products and Services

- Any related public safety and emergency preparedness products and services offered by supplier

R. All Other Non-listed Public Safety, Law Enforcement and Fire Equipment available through your company

- Equipment, supplies and materials (such as general Fire Turn -out gear and Law Enforcement Tactical equipment) that Bidder offers but does not appear specifically in the above categories.

Attachment B
Detailed Specifications for AED Categories

PART A – AED EQUIPMENT AND ACCESSORIES

Technical specifications for AEDs, accessories and related supplies

All AEDs (Automated External Defibrillators) and accessories must meet or exceed the following AED equipment specifications.

- A1 FDA Approved
Compliant with most recent American Heart Association Guidelines for CPR & ECC.
- A2 Energy Settings
 - a) Biphasic
 - b) Accommodates FDA approved reduced energy use on pediatrics
- A3 User interface
 - a) Prompts the rescuer in use of the AED by voice, graphic display, or audible tone
 - b) Prompts the rescuer in use of CPR by voice, graphic display, or audible tone
 - c) Prompts correct electrode placement by voice, graphic display, or audible tone
- A4 Controls
 - a) All controls are clearly visible, accessible, understandable, and independent of comprehension of written English
 - b) Status indicators are visible with the AED in a bracket or carrying case without turning the AED on or opening the bracket or carrying case
 - c) Controls may be available in languages other than English.
- A5 Indicators
 - a) There are indicators for “rescue-ready” and “needs service” statuses
- A6 Patient Analysis
 - a) Once electrodes are in place, automatically analyzes patient ECG for shockable rhythm
- A7 AED Self-Analysis
 - a) Runs a weekly self-test and alerts the operator if service is required
 - b) Performs a more extensive self-test on a monthly basis
 - c) Tests the capacity of the battery and defibrillator charging system monthly
- A8 Data Storage and Retrieval
 - a) Provides log of self-tests downloadable to an electronic medium
 - b) Permits downloading, review, and printing of event data (patient information) and test log
 - c) Capable of storing continuous patient ECG in internal memory (i.e. without the use of external storage media)
 - d) Stores a minimum of two patient cases in internal memory (i.e. without the use of external storage media)
 - e) Patient case storage will not be affected if power is disconnected from the device
 - f) Allows replay of continuous ECG

Attachment B
Detailed Specifications for AED Categories

A9 Package Offering

- a) AED supplied with two (2) sets of Adult defibrillation electrodes, battery and charging device, carrying case, first responder kit (scissors, CPR pocket mask, razor, non-latex exam gloves, anti-microbial wipe), implementation guidelines, operating instructions, and infant/child reduced energy defibrillation electrodes or applicable reduced energy system for use with infant/child
- b) AED wall cabinet supplied with audible alarm

A10 Power Source

- a) Battery replacement cycle will be a minimum of four years from the date of manufacture
- b) Battery provides a minimum of 30 shocks
- c) Battery must maintain standby usage during the time period between display of the battery replacement icon and battery replacement
- d) Alerts operator to low battery condition during use

A11 Electrodes

- a) Electrode replacement cycle will be a minimum of two years from the date of manufacture
- b) Electrodes are stored in a protective package that is mounted to the AED to prevent accidental loss or damage
- c) When placed in the device, the electrode package label indicates how to remove the electrode from the package
- d) Electrode pack is easy-to-open

A12 Environmental Criteria

- a) Crush
 - o 500 pounds
- b) Movement
 - o Has a motion-detection system
 - o Can detect patient movement such as that created by patient breathing, CPR or vehicle movement
- c) Sealing
 - o AED will meet IEC 60529/EN 60529 IPX4 "Splash Proof" or greater with or without electrodes connected or lid open or closed
- d) Temperature
 - o Operating temperature range: 32 degrees F to 122 degrees F
 - o Storage temperature range: 0 degrees F to 122 degrees F
- e) Vibration
 - o Complaint with MIL-STD-810F Method 514.5 and MIL-HDBK-344A
 - o

A13 Shock Advisory Algorithm

- a) Provides clinically relevant evidence of device algorithm sensitivity with the following specifications:
 - o Overall sensitivity in excess of 90%
 - o Overall specificity in excess of 95%

A14 Technical Service

- a) AED manufacturer will provide factory-direct technical support, with on-site field service representation
- b) On-site service will be completed within 24 hours of initiating request
- c) If advanced service is necessary beyond the on-site call, an exact replacement unit must be provided immediately

Attachment B
Detailed Specifications for AED Categories

A15 Accessories:

- a) The Offeror shall provide AED accessories, parts, and accessories, including but not limited to:
 - o Wall cabinet with audible alarm, consistent with the cabinets currently in use (plain white metal, clear glass front, no signal light)
 - o AED signage compliant with examples provide at the pre-proposal conference
- b) If the AED cabinet is not compliant with Title II of the Americans with Disabilities Act (ADA), the Offeror will advise a remedy.

A16 Quality

- a) All goods will be fresh stock

A17 Delivery

- a) Unless otherwise agreed to, all goods will be delivered within 30 days

A18 Recalls

- a) The Offeror will immediately notify the Participating Public Agency's Project Manager of any equipment recalls.
- b) The Offeror will provide a plan to immediately replace all recalled equipment.

A19 Support

- a) The Offeror will have in-house specialists available to answer equipment questions during the Participating Public Agency's normal business hours.

A20 Track AEDs

- a) Track AEDs by (1) serial number and (2) the expiration dates of each AED's respective pads and batteries.

PART B – SERVICE

Site surveys for AED placement; AED maintenance, repair, and replacement; physician oversight; event data collection and report

B1 AEDs and Accessories

- a) No substitutions allowed
- b) The Participating Public Agency may provide AEDs, parts and accessories for day-to-day operation from its own stock

B2 Operator's Handbook

- a) The Offeror may assist the Participating Public Agency in development of an Operator's Handbook for each site that, at a minimum:
 - o Fully describes the operation of the AED
 - o Provides CPR refresher information
 - o Provides a post-event protocol
 - o Provides Offeror contact name(s) and toll-free 24-hour telephone number(s)
 - o Provides information from the PAD Program physician (Medical Director)
 - o Contains an AED Program Information sheet, a sample of which is attached as Appendix A.

Attachment B
Detailed Specifications for AED Categories

- B3 AED Site Assessment Survey - General
- a) The Offeror may abide by all requirements pertaining to visitors on the Participating Public Agency's property; unless specifically granted by site, no special access is conferred upon the Offeror.
- B4 AED Site Assessment Survey - New Sites
- a) The Offeror may perform an AED site assessment prior to installation of an AED at any site.
 - b) The Offeror may :
 - o Meet with staff at each site designated to receive an AED to survey the site and to learn any physical or operational conditions which may impact placement of an AED.
 - o Discuss with site staff the most suitable location to mount the AED(s) to meet the need for an easily accessible area and highly visible location.
 - o Conduct a timed response drill to ensure meeting the current American Heart Association recommended response time.
 - o Recommend the appropriate style of cabinet (i.e. surface mount, semi-recessed or fully recessed) for that location.
 - o Provide the Participating Public Agency's Project Manager with a written site assessment with recommendations for number and placement of (1) AEDs and (2) directional signs within 10 days of completion of site assessment.
- B5 AED Site Assessment Survey - Existing Sites
- a) As part of the Annual Inspection, the Offeror may conduct a brief site assessment to insure that (1) the AED is installed in the optimum location for visibility and accessibility, (2) the response time is within the American Heart Association guidelines, and (3) the installation is in compliance with Title II of the Americans with Disabilities Act (ADA).
 - b) The Offeror may provide the Participating Public Agency with a site assessment status report when the annual inspection report for that site is completed.
- B6 Installation of AEDs and Cabinets
- a) Installation of AEDs and cabinets may occur after the Participating Public Agency's Project Manager reviews and accepts the site assessment in writing.
 - b) The Offeror may coordinate installations with the Participating Public Agency's Project Manager and site staff.
 - c) AED cabinets and AEDs and parts and accessories may be supplied from the Participating Public Agency's stock.
 - d) AED cabinets may be mounted based on NFPA guidelines used for Fire Extinguishers: the forward reach range is 48" from floor to top of AED for an unobstructed approach. The maximum side reach approach for AED is 54". This height is to the handle of the AED, NOT the top of the cabinet.
 - e) When the optimal location for an AED cabinet is not compliant with Title II of the Americans with Disabilities Act (ADA), the Offeror will install remediation at the time of cabinet installation.
 - f) The Offeror may place the toll-free 24-hour telephone number(s) on the front of the AED cabinet and on the AED, with instructions to call if the AED is used.
 - g) The Offeror may place a projecting wall sign above the AED cabinet and other directional signs as required. Signs may be supplied from the Participating Public Agency's stock.
 - h) The Offeror may place a "PAD Program – AED Inside" sticker on the outside of the public access door(s) of the site. Stickers may be supplied from the Participating Public Agency's stock.

Attachment B
Detailed Specifications for AED Categories

- i) The Offeror may obtain a signed installation receipt from site staff, indicating the following have been delivered and installed:
 - o AED(s)
 - o Sign(s) and door sticker(s)
 - o Set of two alarm keys per wall box
 - o One Operator's Handbook per site
 - o The Offeror may provide a copy of the signed installation receipt to the Participating Public Agency's Project Manager.

B7 Identification

- a) Offeror employees/representatives are required to photo identification badges worn clearly visible above the waist at all times while work is being performed at the Participating Public Agency's facilities. Offeror employees/representatives who arrive at the Participating Public Agency's facility without appropriate identification badges may immediately be dismissed from the job site.
- b) Offeror employees/representatives may report to the appropriate administrative office each time a site is visited. All Offeror employees/representatives may submit to "Criminal History" background checks prior to performing work under this contract, and at any time deemed necessary the Participating Public Agency.

B8 Use of Premises

- a) On or about the premises and adjacent areas, the Offeror may cause all apparatus, materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and the directions of the Participating Public Agency's Representative, and may not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus. The work site may be kept in such orderly fashion as may not duly interfere with the progress of the work or the work of any other Offeror.
- b) Offeror personnel may be required to observe all rules and regulations prescribed by the Participating Public Agency. Tool control and accountability by the Offeror is of importance for security reasons.
- c) The Offeror may be responsible for repairing or replacing any work damaged by their operations within 10 days after notification by the Participating Public Agency's Representative that damage has occurred.
- d) It may be the responsibility of the Offeror to report, in writing, to the Participating Public Agency's Representative any damages found prior to any work at the site.

B9 Protection of Work and Property

- a) The Offeror may at all times safely guard the Participating Public Agency's property from injury or losses in connection with this Contract.
- b) The Offeror may at all times safely guard and protect their work and that of adjacent property (as provided by law and the contract documents) from damage.
- c) The Offeror may replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract documents or by the Participating Public Agency or by its duly authorized representatives.

B10 All Work Subject To Control of Participating Public Agency's Project Manager

- a) In the performance of the work, the Offeror may abide by all orders, directions and requirements of the Participating Public Agency's Project Manager and may perform all work to the satisfaction of the Participating Public Agency's Project Manager and at such times and places, by such methods and in such manner and sequence as the Participating Public Agency's Project Manager may require.

Attachment B
Detailed Specifications for AED Categories

- b) The Participating Public Agency's Project Manager may determine the amount, quality, acceptability and fitness of all parts of the work, may interpret the plans, specifications, Contract Documents, and any extra work orders and may decide all other questions in connection with the work.
 - c) The Offeror may employ no plans, equipment, materials, methods or persons to which the Participating Public Agency's Project Manager objects and may remove no plant, materials, equipment or other facilities from the site of the work without the Participating Public Agency's Project Manager's permission.
 - d) The Participating Public Agency's Project Manager may confirm in writing, any oral order, direction, requirement or determination.
- B11 Participating Public Agency's Project Manager's Control Not Limited**
- a) The Participating Public Agency's Project Manager may control the work under the contract.
 - b) The successful bidder may perform all the work to the complete satisfaction of the Participating Public Agency's Project Manager.
- B12 Workmanship**
- a) Only first-class work may be performed and all materials furnished in carrying out this contract may be of character and quality required by the specifications.
 - b) Where no standard is specified, for such work or materials, they may be the best of their respective kinds.
 - c) Any unsatisfactory work done or materials furnished at whatever time they may be discovered may be immediately removed and satisfactorily replaced by the Offeror when notified to do so by the Participating Public Agency's Project Manager.
 - d) If the Offeror may neglect or refuse to remove such unsatisfactory work or materials within 48 hours after the receipt of the above mentioned notice, or if they may not make satisfactory progress in doing so, the Participating Public Agency's Project Manager may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof may be charged to the Offeror. Such expense may be deducted from any monies due or to become due the Offeror under the contract.
 - e) Upon completion of the contract the entire work may be delivered to the Participating Public Agency perfect and complete in satisfactory working condition.
- B13 Cleaning Up**
- a) The Offeror may at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish.
 - b) At the completion of the work, the Offeror may cause to be removed from and about the premises and adjacent areas, all rubbish, tools used for work and surplus materials.
 - c) In case of a dispute, the Participating Public Agency may remove rubbish or otherwise clean up, and may charge the Offeror either by deduction from amounts unpaid to the Offeror, or by other means with such cost as the Participating Public Agency's Project Manager may determine to be fair and equitable.
- B14 Inspection**
- a) All work and materials may be subject to a final inspection by an authorized representative of the Participating Public Agency.
 - b) Any omission or failure on the part of the Participating Public Agency Representative to disapprove or reject inferior or defective work or materials may not be construed to be an acceptance of any such work or material.

Attachment B
Detailed Specifications for AED Categories

- c) If any defective work or material is found during inspection, the Offeror may remove or repair, at its own expense, such defective work or material rejected and may rebuild and/or replace same without extra charge.
- d) If the contract documents, the Participating Public Agency's or its agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, the Offeror may give the Participating Public Agency or its agent timely notice of its readiness for inspection by the proper authorities. If any such work may be covered up without approval or consent, it may, if required by the Participating Public Agency or its agent or other proper authorities, be uncovered for examination at Offeror's expense.

B15 Warranty

- a) All work provided under this contract may have, as a minimum, a one year warranty from the date of final acceptance thereof and all materials may carry the full manufacturer's warranty against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud.
- b) Offeror may submit documentation indicating the manufacturers' warranty on all materials provided if different than one year indicated above.

B16 Reports

- a) Offeror may notify the Participating Public Agency with a written statement within 10 days of installation completion.

B17 Maintenance

- a) The Offeror may propose a plan for maintenance, inspection, repair and replacement of all AEDs and parts and accessories, using parts and accessories from the Participating Public Agency's stock. The Offeror may propose a plan to update all AEDs to the most recent American Heart Association Guidelines for CPR & ECC.

B18 Recalls

- a) The Offeror may propose a plan for the management of recalled equipment, using AEDs and parts and accessories from the Participating Public Agency's stock.

B19 Support

- a) The Offeror may have in-house specialists available to answer equipment questions during the Participating Public Agency's normal business hours.

B20 Tracking

- a) The Offeror may have in-house capability to track AEDs by serial number and location and to track the expiration dates of each AEDs' respective pads and batteries; the Participating Public Agency may provide the Offeror with current baseline information, if required.
- b) The Offeror may provide the Participating Public Agency's Project Manager with a schedule of pad and battery replacement for AEDs by serial number and location, if requested; the Participating Public Agency may provide the Offeror with current baseline information, if required.

Attachment B
Detailed Specifications for AED Categories

- B21 Maintenance
- a) The Offeror may provide maintenance, if required, for the Participating Public Agency's equipment.
 - b) The Offeror may ensure that the AEDs and related equipment and accessories are always in proper working order and available for immediate use.
 - c) The Offeror may train specified employees/volunteers to conduct required maintenance on the AED(s), if requested.
- B22 Inspection
- a) The Offeror may conduct an on-site annual inspection of individual AEDs. The Offeror may (1) maintain a database with report capabilities of on-site annual inspections, indicating when and where inspections were conducted and by whom and (2) provide periodic status reports as requested.
 - b) The Offeror may provide an AED Program Information sheet handout to each site during annual inspections.
- B23 Service Calls
- a) The Offeror may provide on-site service to an AED within one business day at any location, if requested.
 - b) The Offeror may come on-site within 24-hours to any facility that has faulty, damaged, inoperative or missing equipment and replace the inoperable AED, if requested. The Participating Public Agency may provide AEDs and parts and accessories from its stock.
 - c) The Offeror may maintain an "800" or local phone number, with 24/7 coverage, to provide service on any AED.
 - d) The Offeror may (1) maintain a database with report capabilities of repairs, indicating when and where repairs were made and by whom and (2) provide periodic status reports as requested.
- B24 Replacement of Pads and Batteries
- a) The Offeror may come on-site and replace AED batteries and pads prior to their expiration dates, if required. The Participating Public Agency may provide AEDs and parts and accessories from its stock.
- B25 Coordination with Participating Public Agency's Project Manager
- a) The Offeror may keep the Participating Public Agency's Project Manager informed of anticipated needs for AEDs and parts and accessories so that the Participating Public Agency's Project Manager may obtain AEDs and parts and accessories without causing service interruption.
 - b) The Offeror may coordinate with the Participating Public Agency's Project Manager the schedule of annual inspections and service calls.
- B26 Physician Oversight – Medical Direction
- a) The Offeror may provide oversight by a licensed physician or medical authority to ensure a safe and effective AED program.
 - b) The Offeror may have in-house specialists available to answer general medical questions related to the use of the AED during the Participating Public Agency's normal business hours.
 - c) The Offeror may propose a plan to for the physician to provide (1) overall PAD Program quality assurance, (2) suggestions for overall PAD Program improvement, (3) post-event medical reporting, and (4) immediate recommendations for program improvement based on event response.
 - d) All program policy recommendations and post-event reports will be HIPAA compliant.

Attachment B
Detailed Specifications for AED Categories

B27 Physician's Duties

- a) The physician may act as the PAD Program Medical Director.
- b) The physician's duties include, but are not limited to:
 - o Provide the prescription for use of the AED, as required by law.
 - o Review all AED events and provide the Participating Public Agency's Project Manager a written report of each event within 10 business days of notification; the written report may include, at a minimum, (1) a plain language report of the medical event and (2) review of adherence to protocol.
 - o Provide an annual report summarizing the previous year's activity, to include (1) HIPPA compliance, (2) quality assurance and suggestions for future improvement from the medical perspective, (3) summary of AED events, and (4) all physician activity related to the PAD Program.
 - o Provide medical information for the Operator's Handbook.
 - o Provide medical leadership and expertise for the PAD Program.
 - o Work directly with the Participating Public Agency's Project Manager and with local EMS or other Participating Public Agency departments in an advisory capacity and as part of a team, if necessary.
 - o Provide medical expertise to assist PAD Program planning and development, if required.
 - o Act as a spokesperson regarding medical issues for the PAD Program, if necessary.
 - o Review the Participating Public Agency defibrillation training program, as needed.
 - o Assist with policy and protocol development, as needed.

B28 AED Event Data Collection and Report Management

- a) All data collection and transmission and post-event reports will be HIPAA compliant.
- b) Within 24 hours of notification of an AED event, the Offeror may:
 - o Come on-site to download cardiac rhythm data.
 - o Come on-site to replace expended parts and accessories with parts and accessories from the Participating Public Agency's stock.
 - o Submit data timely to the PAD Program physician (Medical Director) for the post-event written report; submit data timely to other designated appropriate parties.

PART C – TRAINING

Certified training for employees, instructor-led or on-line

C1 Training

- a) The Offeror may:
 - o Offer American Heart Association Heartsaver Series (Adult CPR, AED) or equivalent American Red Cross or National Safety Council Course.
 - o Offer traditional, instructor-led classroom instruction and/or on-line training or a combination of the two.
 - o Provide authorized/approved manuals and appropriate written materials for all participants.
 - o Provide cards or certificates of completion for all participants who complete the course satisfactorily.
 - o NOT accept late arrivals (participants arriving 20 minutes or later after the start of class) into class.
 - o Decontaminate all training equipment according to standards set by the Centers for Disease Control.

Attachment B
Detailed Specifications for AED Categories

- Specify the (1) employee to instructor ratio, (2) employee to training mannequin, and (3) employee to AED trainer ratio.
- C2 Scheduling
- a) The Participating Public Agency's Project Manager may determine the number and location of classes to be taught.
 - b) At no additional charge to the Participating Public Agency, the Offeror may:
 - Conduct training only at a Participating Public Agency site.
 - Provide classes in various locations.
 - Provide evening and weekend classes, if requested.
 - Accept notice of course cancellations at least 48 hours in advance of class.
 - Cancel or reschedule classes with little advance notice in accordance with existing policies regarding cancellations and late openings or liberal or administrative leave.
- C3 Registration
- a) The Offeror may have the ability (1) to offer advance registration and (2) to know the confirmed number of participants 48 hours prior to each class.
 - b) The Offeror may have in-house capability to track (1) classes, (2) student registration, and (3) individual student training expiration dates.
- C4 Instructor Certification and Identification
- a) All instructors may be currently certified for the American Heart Association, American Red Cross or National Safety Council classes/training which they instruct.
 - b) All instructors may display an identification badge containing both company's and instructor's name.
- C5 Equipment and Materials to Be Provided By Offeror
- a) The Offeror may provide all materials and supplies to fulfill each course requirement.
 - b) The Offeror may supply each employee with manual, examination and certification card upon completion of each course.
 - c) The Offeror may distribute an AED Program Information sheet handout to each employee attending training.
- C6 Coordination with Participating Public Agency's Project Manager
- a) The Offeror may (1) coordinate class schedules with the Participating Public Agency's Project Manager; (2) maintain class rosters and individual certification records, and (3) provide the Participating Public Agency's Project Manager with periodic reports of training activity.
 - b) The Offeror may be required to assist the Participating Public Agency's Project Manager in publicizing class schedules.
- C7 Support
- a) The Offeror may have in-house specialists available to answer training questions during normal business hours.

Attachment B
Detailed Specifications for AED Categories

PART D -- TECHNOLOGY SUPPORT

Web-based management of equipment, service, and training

- D1 Users
 - a) Permit multiple users, including on-site users.
 - b) Assign and track on-site users by department and site location.

- D3 Access
 - a) Provide unlimited, 24-hour a day access to all approved system users.

- D4 Input user reports
 - a) Accept monthly inspection reports
 - b) Accept annual inspection reports

- D5 Data back-up
 - a) Deliver quarterly data back-up to the Participating Public Agency's Project Manager in database format, electronically on CD.

- D6 Reporting
 - a) Offer unlimited report data management capabilities.

- D7 Track AEDs
 - a) Track AEDs by (1) serial number, (2) location, and (3) the expiration dates of each AEDs respective pads and batteries.

- D8 Training
 - a) Provide on-line advance training registration.
 - b) Produce class rosters.
 - c) Track training by (1) class, (2) date, (3) location, and (4) department.

- D9 Emails
 - a) Send auto-email messages including, but not limited to:
 - o Monthly inspection reminders
 - o Monthly inspection non-compliance notices
 - o Annual inspection reminders Annual inspection completion
 - o Class reminder Class completion
 - o Class cancellation Service requests
 - o Pads and battery expiration

Attachment C
References

Provide 3 references of Public Agencies where products or services have been performed in the last 12 months. If additional space is required, provide on a separate sheet.

Reference 1

Public Agency Name: _____
Contact: _____
Title: _____
Address: _____

Phone : _____
Email: _____

Description of products or services provided:

Total dollar amount: _____

Reference 2

Public Agency Name: _____
Contact: _____
Title: _____
Address: _____

Phone: _____
Email: _____

Description of products or services provided:

Total dollar amount: _____

Reference 3

Public Agency Name: _____
Contact: _____
Title: _____
Address: _____

Phone: _____
Email: _____

Description of products or services provided:

Total dollar amount: _____

**Attachment D
Pricing Sheet**

INSTRUCTIONS:							
For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solution offered.							
	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria*	*State Other Verifiable Criteria if used
Section A Product Categories:							
A. Personal Protective Equipment (PPE)							
B. Explosive Device Mitigation and Remediation Equipment							
C. Environmental Monitoring							
D. CBRNE Search & Rescue Equipment							
E. Interoperable Communications Equipment							
F. Detection Equipment							
G. Decontamination Equipment							
H. Hazardous Materials Storage							
I. Spill Control and Containment							
J. Physical Security Enhancement Equipment							
K. Fire and Emergency Response							
L. Traffic Safety							
M. Facility Safety and Maintenance							
N. Fall Protection and Confined Space							
O. Medication and First Aid Supplies							
P. CBRNE Reference Materials							
Q. Related Services							
R. Other Non-listed Public Safety, Law Enforcement and Fire Equipment							
Provide separate sheet for Related Services as indicated in Instructions.							
Section B Product Categories:							
A. AED Equipment and Accessories							
B. AED Service							
C. AED Training							
D. AED Technology Support							
Provide separate sheet for AED Service as indicated in Instructions.							
Provide separate sheet for AED Training as indicated in Instructions.							
Provide separate sheet for AED Technology Support as indicated in Instructions.							
Supplier Name: _____							
Supplier Signature: _____							

FAIRFAX COUNTY SPECIAL PROVISIONS**1. PRE-PROPOSAL CONFERENCE:**

- 1.1. An optional pre-proposal conference will be held on March 23, 2011 at 10:30 A.M. in the Fairfax County Government Center, Conference Center Room , 12000 Government Center Parkway, Room 120.C, Fairfax, Virginia (located inside cafeteria). Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 1.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to lonnette.robinson@fairfaxcounty.gov.

2. CONTRACT PERIOD AND RENEWAL:

- 2.1. This contract will begin on October 1, 2011, or date of award, whichever is later, and terminate on September 30, 2014.
- 2.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The initial term of this contract is for a three (3) year period. The County reserves the right to renew the contract for four (4) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.
- 2.3. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

3. SUBMISSION OF PROPOSAL:

- 3.1. One (1) original (duly marked) and ten (10) copies of the Technical proposal, and one (1) original (duly marked) and ten (10) copies of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. It is requested that eleven (11) copies of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: 703-324-3201

FAIRFAX COUNTY SPECIAL PROVISIONS

- 3.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic/htm.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

- 3.3. Each original and set of the ten (10) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32)
 - b. Technical proposal as required in the Special Provisions, paragraph 7, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 8, **COST PROPOSAL INSTRUCTIONS**. (Appendix B should be included in the Cost proposal).
- 3.4. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

4. REQUEST FOR PROPOSAL SCHEDULE:

- 4.1. The following schedule will be used for this Request for Proposal:

Date	Event	Time
March 11, 2011	RFP Released	N/A
March 23, 2011	Pre-Proposal Conference	10:30 a.m.
April 7, 2011	Proposals are due	2:00 p.m.
April 18-20, 2011	Evaluate and Rank Proposals	N/A
April 27, 2011	Potential Interview of Companies with Most Competitive Proposals	10:00 a.m.
June 1, 2011	Award Contract to the highest ranked Offeror	N/A

5. PRICING:

- 5.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years will be based on the Consumer Price Index (CPI-U), may be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant indices.

FAIRFAX COUNTY SPECIAL PROVISIONS

- 5.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 5.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix C)
- 5.4. For Section A, Public Safety and Emergency Preparedness Equipment and Section B, AEDs and Accessories; all prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract, unless otherwise stated in this solicitation.

6. TRADE SECRETS/PROPRIETARY INFORMATION:

- 6.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 6.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

7. TECHNICAL PROPOSAL INSTRUCTIONS:

The offeror must submit the Technical Proposal in a separate binder, clearly marked, containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. It is required that ten (10) copies of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

- 7.1.
 - a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
 - b. Understanding of the problem and technical approach.
 - 1. Statement and discussion of the requirements as they are analyzed by the offeror.
 - 2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
 - 3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.

FAIRFAX COUNTY SPECIAL PROVISIONS

4. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

7.2. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

7.3. Treatment of the Issues:

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues.

7.4. Statement of Qualifications:

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. If applicable, information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.

7.5. Supplier Qualifications, Supplier Worksheet for National Program Consideration (Ref. page 11)

7.6. Supplier Information (Ref. pages 14-17)

FAIRFAX COUNTY SPECIAL PROVISIONS

- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
 - e. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.
 - f. Any and all forms, documentation or other requirements as contained in this RFP.
- 7.7. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

8. COST PROPOSAL INSTRUCTIONS:

- 8.1. The offeror must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. It is required that ten (10) copies of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

The cost of each task or segment of the task shall be itemized.

- a. Offerors must provide a price breakdown for each service/solution separately as well as totals for services/solutions provided together if price differs.
- b. Where PRICING is a discount from Price List, the Price List Sheets shall be the currently published National Standard Manufacturer's Price Lists or other objectively verifiable criteria. Each offeror shall quote the percentage of discount from the Price List cited above and shall furnish a copy with their bid submission.

9. CONTACT FOR CONTRACTUAL MATTERS:

- 9.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Lonnette Robinson, CPPB, Contract Specialist
 Department of Purchasing and Supply Management
 Telephone: (703) 324-3281
 E-mail: lonnette.robinson@fairfaxcounty.gov

- 9.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) or U.S. Communities about this procurement (see paragraph 13.3).

10. REQUIRED SUBMITTALS:

- 10.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

FAIRFAX COUNTY SPECIAL PROVISIONS**11. LATE PROPOSALS:**

- 11.1. Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

12. PERIOD THAT PROPOSALS REMAIN VALID:

- 12.1. Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

13. BASIS FOR AWARD:

- 13.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 13.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 13.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 13.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s).
- 13.5. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

- A. PROVEN EXPERIENCE of the company's success in providing Public Safety & Emergency Preparedness Equipment and Related Services on a nationwide and local basis in a timely manner.
- B. Depth of Response to TECHNICAL PROPOSAL (Ref. Page 5, Evaluation of Proposals, Section A and pages 39-41 of the Special Provisions, paragraph 7).
- C. Depth of Response to COST PROPOSAL (Ref. Page 5, Evaluation of Proposals, Section B and page 41 of the Special Provisions, paragraph 8).
- D. Depth of Response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (Paragraph 5).

FAIRFAX COUNTY SPECIAL PROVISIONS

- 13.6. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 13.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 13.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 13.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 13.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 13.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.
- 14. INSURANCE:**
- 14.1. The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 14.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.

FAIRFAX COUNTY SPECIAL PROVISIONS

- c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
 - d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - f. Rating Requirements:
 - 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
 - 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - g. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
 - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
 - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.
- 14.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 14.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 14.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
- 15. METHOD OF ORDERING:**
- 15.1. The County may use four (4) different methods of placing orders from the final contract: Purchase Orders (PO's); Blanket Purchase Orders (BP's); Small Orders (SO's); and, approved County procurement cards.

FAIRFAX COUNTY SPECIAL PROVISIONS

- 15.2. A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.
 - 15.3. Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.
 - 15.4. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
 - 15.5. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
 - 15.6. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
 - 15.7. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.
- 16. REPORTS AND INVOICING:**
- 16.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
 - 16.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
 - a. Employee name;
 - b. The name of the County department;
 - c. Date of services
 - d. The type of services; and,
 - e. The itemized cost for each item/service.
 - 16.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

FAIRFAX COUNTY SPECIAL PROVISIONS**17. PAYMENTS:**

- 17.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County.

18. CHANGES:

- 18.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 18.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

19. DELAYS AND SUSPENSIONS:

- 19.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 19.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 19.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

20. ACCESS TO AND INSPECTION OF WORK:

- 20.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

FAIRFAX COUNTY SPECIAL PROVISIONS**21. PROJECT AUDITS:**

- 21.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
 - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 21.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 21.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 21.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 21.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

22. DATA SOURCES:

- 22.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

23. SAFEGUARDS OF INFORMATION:

- 23.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

FAIRFAX COUNTY SPECIAL PROVISIONS

24. ORDER OF PRECEDENCE:

- 24.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

25. SUBCONTRACTING:

- 25.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmbe.state.va.us/>; local chambers of commerce and other business organizations.
- 25.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

26. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 26.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 26.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 26.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 26.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 26.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

FAIRFAX COUNTY SPECIAL PROVISIONS**27. NEWS RELEASE BY VENDORS:**

- 27.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

28. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 28.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 28.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

29. HIPAA COMPLIANCE:

- 29.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 29.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

30. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 30.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

Appendix AMASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

Appendix A

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

Appendix B**ADMINISTRATION AGREEMENT ADDENDUM**

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I**GENERAL TERMS AND CONDITIONS**

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

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and

Appendix B**ADMINISTRATION AGREEMENT ADDENDUM**

indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

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

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

ARTICLE II**TERM OF AGREEMENT**

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

ARTICLE III**REPRESENTATIONS AND COVENANTS**

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

3.2 U.S. Communities' Representations and Covenants.

Appendix B**ADMINISTRATION AGREEMENT ADDENDUM**

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Government Purchasing (NIGP) (collectively, the "**Founding Co-Sponsors**") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and by providing online tools to Supplier's sales force.

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

3.3 **Supplier's Representations and Covenants.** Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "**Supplier's Commitments**" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

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

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

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

(v) Supplier shall demonstrate in its request for proposal ("**RFP**") or invitation to bid ("**ITB**") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

Appendix B

ADMINISTRATION AGREEMENT ADDENDUM

(vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

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

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

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

Appendix B**ADMINISTRATION AGREEMENT ADDENDUM**

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

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

(iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

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

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

(d) Sales. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement

Appendix B**ADMINISTRATION AGREEMENT ADDENDUM**

as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

(iii) **Sales Force Training.** Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

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

- (A) A dedicated U.S. Communities internet web-based homepage containing:
- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original request for proposal or invitation to bid;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of products and pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

Appendix B**ADMINISTRATION AGREEMENT ADDENDUM**

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

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

3.4 **Breach of Supplier's Representations, Warranties and Covenants.** The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of this Agreement.

ARTICLE IV**PRICING AUDITS**

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

ARTICLE V**FEES & REPORTING**

5.1 **Administrative Fees.** Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first \$340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (individually and collectively, "**Administrative Fees**"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by check or wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month.

Appendix B**ADMINISTRATION AGREEMENT ADDENDUM**

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

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

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

5.4 **Online Reporting.** Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report

Appendix B**ADMINISTRATION AGREEMENT ADDENDUM**

- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

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

ARTICLE VI**MISCELLANEOUS**

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

6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, 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.

6.3 Assignment.

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

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

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

U.S. Communities:

U.S. Communities
2033 N. Main Street, Suite 700
Walnut Creek, California 94596
Attn: Program Manager Administration

Appendix B

ADMINISTRATION AGREEMENT ADDENDUM

Lead Public Agency:

Attn: _____

Supplier:

Attn: U.S. Communities Program Manager

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

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

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

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

6.9 **Governing Law; Arbitration.** This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-

Appendix B**ADMINISTRATION AGREEMENT ADDENDUM**

discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

Appendix B

ADMINISTRATION AGREEMENT ADDENDUM

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

Appendix B

ADMINISTRATION AGREEMENT ADDENDUM

AFFILIATE PROGRAMS

U.S. Communities recently established Canadian Communities, an affiliate program in Canada which offers certain qualified contract awards. U.S. Communities shall continue to explore other practical international opportunities based upon the capacity of its contract suppliers to efficiently serve Public Agencies internationally.

Understanding that Supplier may not have the capacity or desire to participate in Canadian Communities or other affiliate programs, U.S. Communities offers these opportunities on a voluntary basis to Supplier.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

_____ Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

_____ Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

_____,
a _____

By _____

Name: _____

Title: _____

CANADIAN COMMUNITIES
SUPPLIER INFORMATION

If you checked that Supplier wishes to participate in Canadian Communities on the Administration Agreement Addendum, Affiliate Programs, provide the following additional information.

Company

1. Total number and location of sales persons employed by your company in Canada;
2. Number and location of distribution outlets in Canada (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales in Canada for 2008, 2009, and 2010.

Pricing

Provide a separate pricing file of products offered in Canada utilizing appropriate units of measure offered by Supplier.

EXHIBIT A
MASTER AGREEMENT

(To Be Attached)

EXHIBIT B

SALES REPORT FORMAT

Exhibit B - US (Data Format)

Sales Report Template												
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Month	Amount
956000735	144	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1525.50
956000222	144	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUERDA ST STE 700	LOS ANGELES	CA	90071	30	2008	4	1603.64
956000735	144	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1625.05
956000735	144	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	45090.79
066002010	144	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2008	4	318.00
066001854	144	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2008	4	212.00

SALES REPORT DATA FORMAT				
Column Name	Data Type	Length	Example	Comment
TIN	Text	9	956000735, 066001854	No Dash, Do not omit leading zero.
Supplier ID	Number	3	111, 110, 116	See Supplier ID Table Below
Account No.	Text	25 max	Depends on supplier account no.	
Agency Name	Text	255 max	City of Groton, Los Angeles County	
Dept Name	Text	255 max	Purchasing Dept, Finance Dept	
Address	Text	255 max		
City	Text	255 max	Pittsburgh, Los Angeles	Must be a valid City name
State	Text	2	PA, CA, IL	
Zip	Text	5	90071, 06340	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Number	2	20, 30, 31	See Agency Type Table Below
Year	Number	4	2005	
Month	Number	1	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12	
Amount	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other
99	Unknown

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

QUICK QUOTE (QQ): A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

General Conditions and Instructions to Bidders

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 - 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 - 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 - 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 - 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

General Conditions and Instructions to Bidders

- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
 - d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
 - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
 - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 6. ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS** – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.
- 8. COMPLETENESS**-To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS**-Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART**-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS**-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID**-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/solic.htm>. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
- 15. OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
- 16. RESPONSE TO SOLICITATIONS**-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.
- 17. BIDDER INTERESTED IN MORE THAN ONE BID**-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

General Conditions and Instructions to Bidders

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

General Conditions and Instructions to Bidders

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

General Conditions and Instructions to Bidders

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL AND MINORITY BUSINESS UTILIZATION

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- B Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

General Conditions and Instructions to Bidders

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

General Conditions and Instructions to Bidders

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

General Conditions and Instructions to Bidders

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

General Conditions and Instructions to Bidders

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

General Conditions and Instructions to Bidders

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

General Conditions and Instructions to Bidders

77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

78. VENUE: This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

79. IMMIGRATION REFORM AND CONTROL ACT: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

80. CONTRACTOR NOT TO BENEFIT: Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

APPROVED:

/s/ David P. Bobzien
COUNTY ATTORNEY

/s/ Cathy A. Muse
COUNTY PURCHASING AGENT

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____
Telephone Number: () _____
E-Mail Address: _____

Fiscal Representative: _____
Telephone Number: () _____
E-Mail Address: _____

Payment Address, if different from above:

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in: Virginia Yes No
 Fairfax County Yes No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

Signature

Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

BUSINESS CLASSIFICATION

DEFINITIONS

Small Business – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

Minority-Owned Business - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

Woman-Owned Business – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.



**COUNTY OF FAIRFAX
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM**
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

3228

Fax: 703-324-

SUBCONTRACTOR(S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification: _____

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 25, Special Provisions). Please complete this form and return it with your submission.

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal.

State Notice Addendum

RFP11-205753-10

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Louisiana

Registered Cities, Towns, Villages and Boroughs in OR	
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

State Notice Addendum**Registered Cities, Towns, Villages and Boroughs in OR**

- 34 CITY OF GERVAIS
- 35 CITY OF GOLD HILL
- 36 CITY OF GRANTS PASS
- 37 CITY OF GRANTS PASS
- 38 CITY OF GRESHAM
- 39 CITY OF HALSEY
- 40 CITY OF HAPPY VALLEY
- 41 CITY OF HILLSBORO
- 42 CITY OF HOOD RIVER
- 43 CITY OF JOHN DAY
- 44 CITY OF KLAMATH FALLS
- 45 CITY OF LA GRANDE
- 46 CITY OF LAKE OSWEGO
- 47 CITY OF LAKESIDE
- 48 CITY OF LEBANON
- 49 CITY OF LINCOLN CITY
- 50 CITY OF MALIN
- 51 CITY OF MCMINNVILLE
- 52 CITY OF MEDFORD
- 53 CITY OF MILL CITY
- 54 CITY OF MILLERSBURG
- 55 CITY OF MILWAUKIE
- 56 City of Monmouth
- 57 CITY OF MORO
- 58 CITY OF MOSIER
- 59 CITY OF NEWBERG
- 60 CITY OF NORTH PLAINS
- 61 CITY OF OREGON CITY
- 62 CITY OF PHOENIX
- 63 CITY OF PILOT ROCK
- 64 CITY OF PORT ORFORD
- 65 CITY OF PORTLAND
- 66 CITY OF POWERS
- 67 CITY OF PRAIRIE CITY
- 68 CITY OF REDMOND
- 69 CITY OF REEDSPORT
- 70 CITY OF RIDDLE
- 71 CITY OF SALEM
- 72 CITY OF SANDY
- 73 CITY OF SANDY
- 74 CITY OF SCAPPOOSE
- 75 CITY OF SEASIDE
- 76 CITY OF SHADY COVE
- 77 CITY OF SHERWOOD
- 78 CITY OF SILVERTON
- 79 CITY OF SPRINGFIELD
- 80 CITY OF ST. PAUL

State Notice Addendum**Registered Cities, Towns, Villages and Boroughs in OR**

- 81 CITY OF STAYTON
- 82 CITY OF TIGARD, OREGON
- 83 City of Troutdale
- 84 CITY OF TUALATIN, OREGON
- 85 CITY OF WARRENTON
- 86 CITY OF WEST LINN/PARKS
- 87 CITY OF WILSONVILLE
- 88 CITY OF WINSTON
- 89 CITY OF WOOD VILLAGE
- 90 CITY OF WOODBURN
- 91 CITY OF YACHATS
- 92 FLORENCE AREA CHAMBER OF COMMERCE
- 93 GASTON RURAL FIRE DEPARTMENT
- 94 GLADSTONE POLICE DEPARTMENT
- 95 Hermiston Fire & Emergency Svcs
- 96 HOUSING AUTHORITY OF THE CITY OF SALEM
- 97 KEIZER POLICE DEPARTMENT
- 98 LEAGUE OF OREGON CITIES
- 99 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 100 METRO
- 101 MONMOUTH - INDEPENDENCE NETWORK
- 102 North Lincoln Fire & Rescue #1
- 103 PORTLAND DEVELOPMENT COMMISSION
- 104 RAINIER POLICE DEPARTMENT
- 105 RIVERGROVE WATER DISTRICT
- 106 St. Helens, City of
- 107 SUNSET EMPIRE PARK AND RECREATION
- 108 THE CITY OF NEWPORT
- 109 THE NEWPORT PARK AND RECREATION CENTER
- 110 TILLAMOOK PEOPLES UTILITY DISTRICT
- 111 Tillamook Urban Renewal Agency
- 112 TUALATIN VALLEY FIRE & RESCUE
- 113 WEST VALLEY HOUSING AUTHORITY

Registered Counties and Parishes in OR

- 1 ASSOCIATION OF OREGON COUNTIES
- 2 BAY AREA HOSPITAL DISTRICT
- 3 BENTON COUNTY
- 4 Benton Soil & Water Conservation District
- 5 CENTRAL OREGON IRRIGATION DISTRICT
- 6 CLACKAMAS COUNTY DEPT OF TRANSPORTATION
- 7 CLATSOP COUNTY
- 8 CLEAN WATER SERVICES
- 9 COLUMBIA COUNTY, OREGON
- 10 COLUMBIA RIVER PUD
- 11 COOS COUNTY HIGHWAY DEPARTMENT
- 12 CROOK COUNTY ROAD DEPARTMENT

State Notice Addendum**Registered Counties and Parishes in OR**

- 13 CURRY COUNTY OREGON
- 14 DESCHUTES COUNTY
- 15 DESCHUTES COUNTY RFPD NO.2
- 16 DESCHUTES PUBLIC LIBRARY SYSTEM
- 17 DOUGLAS COUNTY
- 18 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
- 19 GILLIAM COUNTY
- 20 GILLIAM COUNTY OREGON
- 21 GRANT COUNTY, OREGON
- 22 HARNEY COUNTY SHERIFFS OFFICE
- 23 HOOD RIVER COUNTY
- 24 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
- 25 HOUSING AUTHORITY OF CLACKAMAS COUNTY
- 26 JACKSON COUNTY HEALTH AND HUMAN SERVICES
- 27 JEFFERSON COUNTY
- 28 Josephine County Sheriff
- 29 KLAMATH COUNTY VETERANS SERVICE OFFICE
- 30 LAKE COUNTY
- 31 LANE COUNTY
- 32 LINCOLN COUNTY
- 33 LINN COUNTY
- 34 MARION COUNTY , SALEM, OREGON
- 35 MARION COUNTY FIRE DISTRICT #1
- 36 MORROW COUNTY
- 37 MULTNOMAH COUNTY
- 38 MULTNOMAH LAW LIBRARY
- 39 MULTNOMAH COUNTY DRAINAGE DISTRICT #1
- 40 NAMI LANE COUNTY
- 41 NEAH KAH NIE WATER DISTRICT
- 42 OR INT'L PORT OF COOS BAY
- 43 POLK COUNTY
- 44 PORT OF BANDON
- 45 PORT OF UMPQUA
- 46 SANDY FIRE DISTRICT NO. 72
- 47 SHERMAN COUNTY
- 48 UMATILLA COUNTY, OREGON
- 49 UNION COUNTY
- 50 WALLOWA COUNTY
- 51 WASCO COUNTY
- 52 WASHINGTON COUNTY
- 53 YAMHILL COUNTY
- 54 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

State Notice Addendum**Registered Higher Education in OR**

- 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

Registered K-12 in OR

- 1 Amity School District 4-J
- 2 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
- 3 ARLINGTON SCHOOL DISTRICT NO. 3
- 4 ASTORIA SCHOOL DISTRICT 1C
- 5 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
- 6 BAKER SCHOOL DISTRICT 5-J
- 7 BANDON SCHOOL DISTRICT
- 8 BANKS SCHOOL DISTRICT
- 9 BEAVERTON SCHOOL DISTRICT
- 10 BEND / LA PINE SCHOOL DISTRICT
- 11 BEND-LA PINE SCHOOL DISTRICT
- 12 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
- 13 CANBY SCHOOL DISTRICT
- 14 CANYONVILLE CHRISTIAN ACADEMY
- 15 CASCADE SCHOOL DISTRICT
- 16 CASCADES ACADEMY OF CENTRAL OREGON

State Notice Addendum**Registered K-12 in OR**

- 17 CENTENNIAL SCHOOL DISTRICT
- 18 CENTRAL CATHOLIC HIGH SCHOOL
- 19 CENTRAL POINT SCHOOL DISTRICT NO. 6
- 20 CENTRAL SCHOOL DISTRICT 13J
- 21 CLACKAMAS EDUCATION SERVICE DISTRICT
- 22 COOS BAY SCHOOL DISTRICT
- 23 COOS BAY SCHOOL DISTRICT NO.9
- 24 COQUILLE SCHOOL DISTRICT 8
- 25 COUNTY OF YAMHILL SCHOOL DISTRICT 29
- 26 CRESWELL SCHOOL DISTRICT
- 27 CROSSROADS CHRISTIAN SCHOOL
- 28 CULVER SCHOOL DISTRICT NO.
- 29 DALLAS SCHOOL DISTRICT NO. 2
- 30 DAVID DOUGLAS SCHOOL DISTRICT
- 31 DAYTON SCHOOL DISTRICT NO.8
- 32 DE LA SALLE N CATHOLIC HS
- 33 DESCHUTES COUNTY SD NO.6 - SISTERS SD
- 34 DOUGLAS COUNTY SCHOOL DISTRICT 116
- 35 DOUGLAS EDUCATION SERVICE DISTRICT
- 36 DUFUR SCHOOL DISTRICT NO.29
- 37 ELKTON SCHOOL DISTRICT NO.34
- 38 ESTACADA SCHOOL DISTRICT NO.108
- 39 FOREST GROVE SCHOOL DISTRICT
- 40 GASTON SCHOOL DISTRICT 511J
- 41 GEN CONF OF SDA CHURCH WESTERN OR
- 42 GERVAIS SCHOOL DIST. #1
- 43 GLADSTONE SCHOOL DISTRICT
- 44 GLENDALE SCHOOL DISTRICT
- 45 GLIDE SCHOOL DISTRICT NO.12
- 46 GRANTS PASS SCHOOL DISTRICT 7
- 47 GREATER ALBANY PUBLIC SCHOOL DISTRICT
- 48 GRESHAM-BARLOW SCHOOL DISTRICT
- 49 HARNEY COUNTY SCHOOL DIST. NO.3
- 50 HARNEY EDUCATION SERVICE DISTRICT
- 51 HEAD START OF LANE COUNTY
- 52 HERITAGE CHRISTIAN SCHOOL
- 53 HIGH DESERT EDUCATION SERVICE DISTRICT
- 54 hillsboro school district
- 55 HOOD RIVER COUNTY SCHOOL DISTRICT
- 56 JACKSON CO SCHOOL DIST NO.9
- 57 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
- 58 JEFFERSON SCHOOL DISTRICT
- 59 KLAMATH FALLS CITY SCHOOLS
- 60 LA GRANDE SCHOOL DISTRICT
- 61 LAKE OSWEGO SCHOOL DISTRICT 7J
- 62 LANE COUNTY SCHOOL DISTRICT 4J
- 63 LANE COUNTY SCHOOL DISTRICT 69

State Notice Addendum**Registered K-12 in OR**

- 64 LEBANON COMMUNITY SCHOOLS NO.9
- 65 LINCOLN COUNTY SCHOOL DISTRICT
- 66 LINN CO. SCHOOL DIST. 95C - SCIO SD
- 67 LIVINGSTONE ADVENTIST ACADEMY
- 68 LOST RIVER JR/SR HIGH SCHOOL
- 69 LOWELL SCHOOL DISTRICT NO.71
- 70 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
- 71 MCMINNVILLE SCHOOL DISTRICT NO.40
- 72 MEDFORD SCHOOL DISTRICT 549C
- 73 MITCH CHARTER SCHOOL
- 74 MOLALLA RIVER ACADEMY
- 75 MOLALLA RIVER SCHOOL DISTRICT NO.35
- 76 MONROE SCHOOL DISTRICT NO.1J
- 77 MORROW COUNTY SCHOOL DISTRICT
- 78 MT. ANGEL SCHOOL DISTRICT NO.91
- 79 MT.SCOTT LEARNING CENTERS
- 80 MULTISENSORY LEARNING ACADEMY
- 81 MULTNOMAH EDUCATION SERVICE DISTRICT
- 82 MYRTLE POINT SCHOOL DISTRICT NO.41
- 83 NEAH-KAH-NIE DISTRICT NO.56
- 84 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
- 85 NOBEL LEARNING COMMUNITIES
- 86 NORTH BEND SCHOOL DISTRICT 13
- 87 NORTH CLACKAMAS SCHOOL DISTRICT
- 88 NORTH SANTIAM SCHOOL DISTRICT 29J
- 89 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
- 90 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
- 91 NYSSA SCHOOL DISTRICT NO. 26
- 92 ONTARIO MIDDLE SCHOOL
- 93 OREGON TRAIL SCHOOL DISTRICT NO.46
- 94 OUR LADY OF THE LAKE SCHOOL
- 95 PHILOMATH SCHOOL DISTRICT
- 96 PHOENIX-TALENT SCHOOL DISTRICT NO.4
- 97 PORTLAND ADVENTIST ACADEMY
- 98 PORTLAND JEWISH ACADEMY
- 99 PORTLAND PUBLIC SCHOOLS
- 100 RAINIER SCHOOL DISTRICT
- 101 REDMOND PROFICIENCY ACADEMY
- 102 REDMOND SCHOOL DISTRICT
- 103 REEDSPORT SCHOOL DISTRICT
- 104 REYNOLDS SCHOOL DISTRICT
- 105 ROGUE RIVER SCHOOL DISTRICT NO.35
- 106 ROSEBURG PUBLIC SCHOOLS
- 107 SALEM-KEIZER PUBLIC SCHOOLS
- 108 Santiam Canyon SD 129J
- 109 SCAPPOOSE SCHOOL DISTRICT 1J
- 110 SEASIDE SCHOOL DISTRICT 10

State Notice Addendum**Registered K-12 in OR**

- 111 SEVEN PEAKS SCHOOL
- 112 Sheridan School District 48J
- 113 SHERWOOD SCHOOL DISTRICT 88J
- 114 SILVER FALLS SCHOOL DISTRICT
- 115 SIUSLAW SCHOOL DISTRICT
- 116 SOUTH COAST EDUCATION SERVICE DISTRICT
- 117 SOUTH LANE SCHOOL DISTRICT 45J3
- 118 SOUTH UMPQUA SCHOOL DISTRICT #19
- 119 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
- 120 SOUTHWEST CHARTER SCHOOL
- 121 SPRINGFIELD SCHOOL DISTRICT NO.19
- 122 St. Mary Catholic School
- 123 St. Paul School District
- 124 STANFIELD SCHOOL DISTRICT
- 125 SWEET HOME SCHOOL DISTRICT NO.55
- 126 THE CATLIN GABEL SCHOOL
- 127 TIGARD-TUALATIN SCHOOL DISTRICT
- 128 UMATILLA-MORROW ESD
- 129 VERNONIA SCHOOL DISTRICT 47J
- 130 WEST HILLS COMMUNITY CHURCH
- 131 WEST LINN WILSONVILLE SCHOOL DISTRICT
- 132 WHITEAKER MONTESSORI SCHOOL
- 133 WILLAMETTE EDUCATION SERVICE DISTRICT
- 134 WILLAMINA SCHOOL DISTRICT
- 135 YONCALLA SCHOOL DISTRICT NO.32

Registered Nonprofit and Other in OR

- 1 211INFO
- 2 ACUMENTRA HEALTH
- 3 ADDICTIONS RECOVERY CENTER, INC
- 4 All God's Children International
- 5 ALLFOURONE/CRESTVIEW CONFERENCE CTR.
- 6 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
- 7 ALZHEIMERS NETWORK OF OREGON
- 8 ASHLAND COMMUNITY HOSPITAL
- 9 ATHENA LIBRARY FRIENDS ASSOCIATION
- 10 BARLOW YOUTH FOOTBALL
- 11 BAY AREA FIRST STEP, INC.
- 12 BENTON HOSPICE SERVICE
- 13 BETHEL CHURCH OF GOD
- 14 BIRCH COMMUNITY SERVICES, INC.
- 15 BLACHLY LANE ELECTRIC COOPERATIVE
- 16 BLIND ENTERPRISES OF OREGON
- 17 Bob Belloni Ranch, Inc.
- 18 BONNEVILLE ENVIRONMENTAL FOUNDATION
- 19 BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
- 20 BROAD BASE PROGRAMS INC.

State Notice Addendum**Registered Nonprofit and Other in OR**

- 21 CANBY FOURSQUARE CHURCH
- 22 CANCER CARE RESOURCES
- 23 CASCADIA BEHAVIORAL HEALTHCARE
- 24 CASCADIA REGION GREEN BUILDING COUNCIL
- 25 CATHOLIC CHARITIES
- 26 CATHOLIC COMMUNITY SERVICES
- 27 CENTER FOR COMMUNITY CHANGE
- 28 CENTER FOR RESEARCH TO PRACTICE
- 29 CENTRAL BIBLE CHURCH
- 30 CENTRAL CITY CONCERN
- 31 CENTRAL DOUGLAS COUNTY FAMILY YMCA
- 32 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
- 33 CHILDPEACE MONTESSORI
- 34 CITY BIBLE CHURCH
- 35 CLACKAMAS RIVER WATER
- 36 CLASSROOM LAW PROJECT
- 37 Clatskanie People's Utility District
- 38 COAST REHABILITATION SERVICES
- 39 Coastal Family Health Center
- 40 COLLEGE HOUSING NORTHWEST
- 41 COLUMBIA COMMUNITY MENTAL HEALTH
- 42 COMMUNITY ACTION ORGANIZATION
- 43 COMMUNITY ACTION TEAM, INC.
- 44 COMMUNITY CANCER CENTER
- 45 COMMUNITY HEALTH CENTER, INC
- 46 COMMUNITY VETERINARY CENTER
- 47 CONFEDERATED TRIBES OF GRAND RONDE
- 48 CONSERVATION BIOLOGY INSTITUTE
- 49 CONTEMPORARY CRAFTS MUSEUM AND GALLERY
- 50 CORVALLIS MOUNTAIN RESCUE UNIT
- 51 COVENANT CHRISTIAN HOOD RIVER
- 52 COVENANT RETIREMENT COMMUNITIES
- 53 DECISION SCIENCE RESEARCH INSTITUTE, INC.
- 54 DELIGHT VALLEY CHURCH OF CHRIST
- 55 DOGS FOR THE DEAF, INC.
- 56 DOUGLAS ELECTRIC COOPERATIVE, INC.
- 57 EAST HILL CHURCH
- 58 EAST SIDE FOURSQUARE CHURCH
- 59 EAST WEST MINISTRIES INTERNATIONAL
- 60 EDUCATIONAL POLICY IMPROVEMENT CENTER
- 61 ELMIRA CHURCH OF CHRIST
- 62 EMERALD PUD
- 63 EMMAUS CHRISTIAN SCHOOL
- 64 EN AVANT, INC.
- 65 ENTERPRISE FOR EMPLOYMENT AND EDUCATION
- 66 EUGENE BALLET COMPANY
- 67 EUGENE SYMPHONY ASSOCIATION, INC.

State Notice Addendum**Registered Nonprofit and Other in OR**

- 68 EUGENE WATER & ELECTRIC BOARD
- 69 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
- 70 FAIR SHARE RESEARCH AND EDUCATION FUND
- 71 FAITH CENTER
- 72 FAITHFUL SAVIOR MINISTRIES
- 73 FAMILIES FIRST OF GRANT COUNTY, INC.
- 74 FANCONI ANEMIA RESEARCH FUND INC.
- 75 FARMWORKER HOUSING DEV CORP
- 76 FIRST CHURCH OF THE NAZARENE
- 77 FIRST UNITARIAN CHURCH
- 78 FORD FAMILY FOUNDATION
- 79 FOUNDATIONS FOR A BETTER OREGON
- 80 FRIENDS OF THE CHILDREN
- 81 GATEWAY TO COLLEGE NATIONAL NETWORK
- 82 GOAL ONE COALITION
- 83 GOLD BEACH POLICE DEPARTMENT
- 84 GOOD SHEPHERD COMMUNITIES
- 85 Good Shepherd Medical Center
- 86 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
- 87 GRACE BAPTIST CHURCH
- 88 GRANT PARK CHURCH
- 89 GRANTS PASS MANAGEMENT SERVICES, DBA
- 90 GREATER HILLSBORO AREA CHAMBER OF COMMERCE
- 91 HALFWAY HOUSE SERVICES, INC.
- 92 HEARING AND SPEECH INSTITUTE INC
- 93 HELP NOW! ADVOCACY CENTER
- 94 HIGHLAND HAVEN
- 95 HIGHLAND UNITED CHURCH OF CHRIST
- 96 HIV ALLIANCE, INC
- 97 HOUSING AUTHORITY OF LINCOLN COUNTY
- 98 HOUSING AUTHORITY OF PORTLAND
- 99 HOUSING NORTHWEST
- 100 Independent Development Enterprise Alliance
- 101 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
- 102 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
- 103 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
- 104 InventSuccess
- 105 IRCO
- 106 JASPER MOUNTAIN
- 107 JUNIOR ACHIEVEMENT
- 108 KLAMATH HOUSING AUTHORITY
- 109 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
- 110 LA GRANDE UNITED METHODIST CHURCH
- 111 Lane Council of Governments
- 112 LANE ELECTRIC COOPERATIVE
- 113 LANE MEMORIAL BLOOD BANK
- 114 LANECO FEDERAL CREDIT UNION

State Notice Addendum**Registered Nonprofit and Other in OR**

- 115 LAUREL HILL CENTER
- 116 LIFEWORKS NW
- 117 LIVING WAY FELLOWSHIP
- 118 LOAVES & FISHES CENTERS, INC.
- 119 LOCAL GOVERNMENT PERSONNEL INSTITUTE
- 120 LOOKING GLASS YOUTH AND FAMILY SERVICES
- 121 MACDONALD CENTER
- 122 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
- 123 MARION COUNTY HOUSING AUTHORITY
- 124 Mental Health for Children, Inc.
- 125 METRO HOME SAFETY REPAIR PROGRAM
- 126 METROPOLITAN FAMILY SERVICE
- 127 MID COLUMBIA COUNCIL OF GOVERNMENTS
- 128 MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
- 129 MID-COLUMBIA CENTER FOR LIVING
- 130 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
- 131 MORNING STAR MISSIONARY BAPTIST CHURCH
- 132 MORRISON CHILD AND FAMILY SERVICES
- 133 MOSAIC CHURCH
- 134 NAMI of Washington County
- 135 NAMI OREGON
- 136 NATIONAL PSORIASIS FOUNDATION
- 137 NATIONAL WILD TURKEY FEDERATION
- 138 NEW AVENUES FOR YOUTH INC
- 139 NEW BEGINNINGS CHRISTIAN CENTER
- 140 NEW HOPE COMMUNITY CHURCH
- 141 NEWBERG FRIENDS CHURCH
- 142 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
- 143 North Pacific District of Foursquare Churches
- 144 NORTHWEST ENERGY EFFICIENCY ALLIANCE
- 145 NORTHWEST FOOD PROCESSORS ASSOCIATION
- 146 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
- 147 NORTHWEST REGIONAL EDUCATIONAL LABORATORY
- 148 NORTHWEST YOUTH CORPS
- 149 OCHIN
- 150 OHSU FOUNDATION
- 151 OLIVET BAPTIST CHURCH
- 152 OMNIMEDIX INSTITUTE
- 153 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
- 154 OREGON BALLET THEATRE
- 155 OREGON CITY CHURCH OF THE NAZARENE
- 156 OREGON COAST COMMUNITY ACTION
- 157 OREGON DEATH WITH DIGNITY
- 158 OREGON DONOR PROGRAM
- 159 OREGON EDUCATION ASSOCIATION
- 160 OREGON ENVIRONMENTAL COUNCIL
- 161 OREGON LIONS SIGHT & HEARING FOUNDATION

State Notice Addendum**Registered Nonprofit and Other in OR**

- 162 OREGON MUSUEM OF SCIENCE AND INDUSTRY
- 163 OREGON PROGRESS FORUM
- 164 OREGON REPERTORY SINGERS
- 165 Oregon Research Institute
- 166 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
- 167 OREGON SUPPORTED LIVING PROGRAM
- 168 OSLC COMMUNITY PROGRAMS
- 169 OUTSIDE IN
- 170 OUTSIDE IN
- 171 PACIFIC CASCADE FEDERAL CREDIT UNION
- 172 PACIFIC FISHERY MANAGEMENT COUNCIL
- 173 PACIFIC INSTITUTES FOR RESEARCH
- 174 PACIFIC STATES MARINE FISHERIES COMMISSION
- 175 PARALYZED VETERANS OF AMERICA
- 176 PARTNERSHIPS IN COMMUNITY LIVING, INC.
- 177 PENDLETON ACADEMIES
- 178 PENTAGON FEDERAL CREDIT UNION
- 179 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
- 180 PORT CITY DEVELOPMENT CENTER
- 181 PORTLAND ART MUSEUM
- 182 PORTLAND BUSINESS ALLIANCE
- 183 PORTLAND HABILITATION CENTER, INC.
- 184 Portland Oregon Visitors Association
- 185 PORTLAND SCHOOLS FOUNDATION
- 186 PORTLAND WOMENS CRISIS LINE
- 187 PRÉGNANCY RESOUCÉ CENTERS OF GRETER PORTLAND
- 188 PRINGLE CREEK SUSTAINABLE LIVING CENTER
- 189 PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
- 190 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
- 191 QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.
- 192 REBUILDING TOGETHER - PORTLAND INC.
- 193 REGIONAL ARTS AND CULTURE COUNCIL
- 194 RELEVANT LIFE CHURCH
- 195 RENEWABLE NORTHWEST PROJECT
- 196 ROGUE FEDERAL CREDIT UNION
- 197 ROSE VILLA, INC.
- 198 SACRED HEART CATHOLIC DAUGHTERS
- 199 SAIF CORPORATION
- 200 SAINT ANDREW NATIVITY SCHOOL
- 201 SAINT CATHERINE OF SIENA CHURCH
- 202 SAINT JAMES CATHOLIC CHURCH
- 203 Salem Academy
- 204 SALEM ALLIANCE CHURCH
- 205 SALEM ELECTRIC
- 206 SALMON-SAFE INC.
- 207 SCIENCEWORKS
- 208 SE WORKS

State Notice Addendum**Registered Nonprofit and Other in OR**

- 209 SECURITY FIRST CHILD DEVELOPMENT CENTER
- 210 SELF ENHANCEMENT INC.
- 211 SERENITY LANE
- 212 SEXUAL ASSAULT RESOURCE CENTER
- 213 SHELTERCARE
- 214 SHERIDAN JAPANESE SCHOOL FOUNDATION
- 215 SHERMAN DEVELOPMENT LEAGUE, INC.
- 216 SILVERTON AREA COMMUNITY AID
- 217 SISKIYOU INITIATIVE
- 218 SMART
- 219 SOCIAL VENTURE PARTNERS PORTLAND
- 220 SONRISE CHURCH
- 221 SOUTH COAST HOSPICE, INC.
- 222 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
- 223 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
- 224 SOUTHERN OREGON HUMANE SOCIETY
- 225 SPARC ENTERPRISES
- 226 SPIRIT WIRELESS
- 227 SPONSORS, INC.
- 228 SPOTLIGHT THEATRE OF PLEASANT HILL
- 229 SPRINGFIELD UTILITY BOARD
- 230 ST VINCENT DE PAUL
- 231 ST. ANTHONY CHURCH
- 232 ST. ANTHONY SCHOOL
- 233 ST. MARYS OF MEDFORD, INC.
- 234 St. Matthew Catholic School
- 235 ST. VINCENT DEPAUL OF LANE COUNTY
- 236 STAND FOR CHILDREN
- 237 STAR OF HOPE ACTIVITY CENTER INC.
- 238 Store to Door
- 239 Street Ministry
- 240 SUMMIT VIEW COVENANT CHURCH
- 241 SUNNYSIDE FOURSQUARE CHURCH
- 242 SUNRISE ENTERPRISES
- 243 SUSTAINABLE NORTHWEST
- 244 TENAS ILLAHEE CHILDCARE CENTER
- 245 The Dreaming Zebra Foundation
- 246 THE EARLY EDUCATION PROGRAM, INC.
- 247 The International School
- 248 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
- 249 THE NEXT DOOR
- 250 THE OREGON COMMUNITY FOUNDATION
- 251 THE SALVATION ARMY - CASCADE DIVISION
- 252 TILLAMOOK CNTY WOMENS CRISIS CENTER
- 253 TILLAMOOK ESTUARIES PARTNERSHIP
- 254 TOUCHSTONE PARENT ORGANIZATION
- 255 TRAILS CLUB

State Notice Addendum**Registered Nonprofit and Other in OR**

- 256 TRAINING EMPLOYMENT CONSORTIUM
- 257 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
- 258 TRILLIUM FAMILY SERVICES, INC.
- 259 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
- 260 UNION GOSPEL MISSION
- 261 UNITED CEREBRAL PALSY OF OR AND SW WA
- 262 UNITED WAY OF THE COLUMBIA WILLAMETTE
- 263 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
- 264 US FISH AND WILDLIFE SERVICE
- 265 USAGENCIES CREDIT UNION
- 266 VERMONT HILLS FAMILY LIFE CENTER
- 267 Viking Sal Senior Center
- 268 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
- 269 VOLUNTEERS OF AMERICA OREGON
- 270 WE CARE OREGON
- 271 WESTERN RIVERS CONSERVANCY
- 272 WESTERN STATES CENTER
- 273 WESTSIDE BAPTIST CHURCH
- 274 WHITE BIRD CLINIC
- 275 WILD SALMON CENTER
- 276 WILLAMETTE FAMILY
- 277 WILLAMETTE LUTHERAN HOMES, INC
- 278 WILLAMETTE VIEW INC.
- 279 Women's Safety & Resource Center
- 280 WOODBURN AREA CHAMBER OF COMMERCE
- 281 WORD OF LIFE COMMUNITY CHURCH
- 282 WORKSYSTEMS INC
- 283 YOUTH GUIDANCE ASSOC.
- 284 YWCA SALEM

Registered Special/Independent in OR

- 1 Banks Fire District #13
- 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
- 3 CHEHALEM PARK AND RECREATION DISTRICT
- 4 COLUMBIA 911 COMMUNICATIONS DISTRICT
- 5 GLENDALE RURAL FIRE DISTRICT
- 6 HOODLAND FIRE DISTRICT NO.74
- 7 KLAMATH COUNTY 9-1-1
- 8 LANE EDUCATION SERVICE DISTRICT
- 9 LANE TRANSIT DISTRICT
- 10 METROPOLITAN EXPOSITION-RECREATION COMMISSION
- 11 NW POWER POOL
- 12 OAK LODGE WATER DISTRICT
- 13 PORT OF SIUSLAW
- 14 PORT OF ST HELENS
- 15 REGIONAL AUTOMATED INFORMATION NETWORK
- 16 SALEM AREA MASS TRANSIT DISTRICT

State Notice Addendum**Registered Special/Independent in OR**

- 17 THE PORT OF PORTLAND
- 18 TUALATIN HILLS PARK AND RECREATION DISTRICT
- 19 TUALATIN VALLEY WATER DISTRICT
- 20 UNION SOIL & WATER CONSERVATION DISTRICT
- 21 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
- 22 WILLAMALANE PARK AND RECREATION DISTRICT

Registered State Agencies in OR

- 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 DEPT OF CORRECTIONS
- 14 OREGON STATE POLICE
- 15 OREGON TOURISM COMMISSION
- 16 OREGON TRAVEL INFORMATION COUNCIL
- 17 SANTIAM CANYON COMMUNICATION CENTER
- 18 SEIU LOCAL 503, OPEU

Registered Counties and Parishes in HI

- CITY AND COUNTY OF HONOLULU
- 1 BOARD OF WATER SUPPLY
 - 2 COUNTY OF HAWAII
 - 3 MAUI COUNTY COUNCIL

Registered Higher Education in HI

- 1 ARGOSY UNIVERSITY
- 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
- 3 COLLEGE OF THE MARSHALL ISLANDS
- 4 HAWAII PACIFIC UNIVERSITY
- 5 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
- 6 UNIVERSITY OF HAWAII AT MANOA

Registered K-12 in HI

- 1 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
- 2 EMMANUAL LUTHERAN SCHOOL
- 3 HANAHAU'OLI SCHOOL
- 4 HAWAII TECHNOLOGY ACADEMY
- 5 ISLAND SCHOOL

State Notice Addendum**Registered K-12 in HI**

- 6 KAMEHAMEHA SCHOOLS
- 7 KE KULA O S. M. KAMAKAU
- 8 MARYKNOLL SCHOOL
- 9 PACIFIC BUDDHIST ACADEMY

Registered NonProfit and Other in HI

- 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
- 2 ALOHACARE
- 3 AMERICAN LUNG ASSOCIATION
- 4 ASSOCIATION OF OWNERS OF KUKUI PLAZA
- 5 BISHOP MUSEUM
- 6 BUILDING INDUSTRY ASSOCIATION OF HAWAII
- 7 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
- 8 EAH, INC.
- 9 EASTER SEALS HAWAII
- 10 GOODWILL INDUSTRIES OF HAWAII, INC.
- 11 HABITAT FOR HUMANITY MAUI
- 12 HALE MAHAOLU
- 13 HAROLD K.L. CASTLE FOUNDATION
- 14 HAWAII AGRICULTURE RESEARCH CENTER
- 15 Hawaii Carpenters Market Recovery Program Fund
- 16 HAWAII EMPLOYERS COUNCIL
- 17 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
- 18 HAWAII STATE FCU
- 19 HONOLULU HABITAT FOR HUMANITY
- 20 IUPAT, DISTRICT COUNCIL 50
- 21 LANAKILA REHABILITATION CENTER INC.
- 22 LEEWARD HABITAT FOR HUMANITY
- 23 MAUI COUNTY FCU
- 24 MAUI ECONOMIC DEVELOPMENT BOARD
- 25 MAUI ECONOMIC OPPORTUNITY, INC.
- 26 MAUI FAMILY YMCA
- 27 NA HALE O MAUI
- 28 NA LEI ALOHA FOUNDATION
- 29 NETWORK ENTERPRISES, INC.
- 30 ORI ANJENUE HALE, INC.
- 31 PARTNERS IN DEVELOPMENT FOUNDATION
- 32 POLYNESIAN CULTURAL CENTER
- 33 PUNAHOU SCHOOL
- 34 Saint Louis School
- 35 ST. THERESA CHURCH
- 36 UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
- 37 W. M. KECK OBSERVATORY
- 38 WAIANA E COMMUNITY OUTREACH
- 39 WAILUKU FEDERAL CREDIT UNION
- 40 YMCA OF HONOLULU

State Notice Addendum**Registered State Agencies in HI**

- 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

Registered Cities, Towns, Villages and Boroughs in LA

- 1 ASCENSION PARISH LIBRARY
- 2 BALL POLICE DEPARTMENT
- 3 BREAUX BRIDGE HOUSING AUTHORITY
- 4 BUNKIE FIRE DEPT
- 5 CADDO PARISH CLERK OF COURT
- 6 CITY OF ALEXANDRIA
- 7 CITY OF BAKER POLICE DEPARTMENT
- 8 CITY OF BOSSIER
- 9 CITY OF COVINGTON
- 10 city of gretna
- 11 CITY OF HAMMOND
- 12 CITY OF KENNER
- 13 CITY OF LAKE CHARLES FIRE DEPT
- 14 CITY OF LEESVILLE
- 15 CITY OF MINDEN
- 16 CITY OF MONROE
- 17 CITY OF NEW ROADS
- 18 CITY OF PLAQUEMINE
- 19 CITY OF PORT ALLEN
- 20 CITY OF RUSTON
- 21 CITY OF SHREVEPORT
- 22 CITY OF SLIDELL
- 23 CITY OF VILLE PLATTE
- 24 CITY OF WEST MONROE
- 25 CITY OF WESTLAKE
- 26 CITY OF WINNFIELD
- 27 CITY OF WINNSBORO
- 28 DENHAM SPRINGS CITY MARSHAL
- 29 FIRE PROTECTION DIST. NO. 5
- 30 GREATER NEW ORLEANS EXPRESSWAY COMMISSION
- 31 GREATER NEW ORLEANS FOUNDATION
- 32 LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO BUILDING CORP
- 33 MONROE CITY
- 34 PONCHATOULA POLICE DEPT.
- 35 RAYNE HOUSING AUTHORITY
- 36 Sewerage and Water Board of New Orleans
- 37 ST. BERNARD PARISH GOVERNMENT

State Notice Addendum**Registered Cities, Towns, Villages and Boroughs in LA**

- 38 TOWN OF ARCADIA
- 39 TOWN OF BENTON
- 40 TOWN OF CHURCH POINT
- 41 TOWN OF FARMERVILLE
- 42 TOWN OF GRAND ISLE
- 43 TOWN OF HAYNESVILLE
- 44 TOWN OF HOMER
- 45 TOWN OF JONESBORO
- 46 TOWN OF JONESVILLE
- 47 TOWN OF LEONVILLE
- 48 TOWN OF OLLA
- 49 TOWN OF PEARL RIVER
- 50 TOWN OF RAYVILLE
- 51 TOWN OF ROSEPINE
- 52 TOWN OF STERLINGTON
- 53 TOWN OF WATERPROOF
- 54 TOWN OF WHITE CASTLE
- 55 VILLAGE OF FENTON
- 56 VILLAGE OF FOREST HILL
- 57 VILLAGE OF PALMETTO

Registered Counties and Parishes in LA

- 1 15TH JUDICIAL DISTRICT COURT
- 2 Acadia Parish Clerk of Court
- 3 ASSUMPTION PARISH LIBRARY
- 4 BIENVILLE PARISH POLICE JURY
- 5 BOSSIER LEVEE DISTRICT
- 6 BOSSIER PARISH ASSESSOR
- 7 BOSSIER PARISH CLERK OF CT
- 8 BOSSIER SHERIFFS DEPARTMENT
- 9 CADDO PARISH COMMISSION
- 10 CADDO PARISH TAX ASSESSOR
- 11 CALDWELL PARISH CLERK OF COURT
- 12 CALDWELL PARISH HOUSING AUTHORITY
- 13 CATAHOULA PARISH POLICE JURY
- 14 CITY OF OPELOUSAS
- 15 CLAIBORNE PARISH POLICE JURY
- 16 CONCORDIA PARISH POLICE JURY
- 17 DESOTO PARISH EMS
- 18 DESOTO PARISH POLICE JURY
- 19 DESOTO PARISH TAX ASSESSOR
- 20 EAST BATON ROUGE PARISH CLERK OF COURT
- 21 EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1
- 22 EAST FELICIANA PARISH SHERIFF OFFICE
- 23 EVANGELINE PARISH SHERIFF DEPT.
- 24 FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH
- 25 FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION

State Notice Addendum**Registered Counties and Parishes in LA**

- 26 GRANT PARISH POLICE JURY
- 27 GRANT PARISH SHERIFF
- 28 IBERIA PARISH GOVERNMENT
- 29 IBERVILLE PARISH COUNCIL
- 30 JACKSON PARISH POLICE JURY
- 31 JEFFERSON PARISH DISTRICT ATTORNEY
- 32 JEFFERSON PARISH GOVERNMENT
- 33 LA SALLE PARISH POLICE JURY
- 34 LINCOLN PARISH LIBRARY
- 35 MOREHOUSE PARISH POLICE JURY
- 36 ORLEANS PARISH CRIMINAL SHERIFFS OFFICE
- 37 OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC
- 38 OUACHITA PARISH POLICE JURY
- 39 OUACHITA PARISH POLICE JURY
- 40 PLAQUEMINES PARISH GOVERNMENT
- 41 POINTE COUPEE PARISH POLICE JURY
- 42 RAPIDES PARISH LIBRARY
- 43 RAPIDES PARISH POLICE JURY
- 44 RICHLAND PARISH LIBRARY
- 45 RICHLAND PARISH SHERIFF DEPARTMENT
- 46 SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION
- 47 ST JOHNS THE BAPTIST PARISH
- 48 ST LANDRY PARISH SHERIFF DEPT
- 49 ST TAMMANY FIRE DISTRICT 4
- 50 ST. BERNARD PARISH ADULT DRUG COURT
- 51 ST. CHARLES PARISH
- 52 ST. MARY PARISH GOVERNMENT
- 53 St. Tammany Parish Assessor
- 54 SULPHUR PARKS AND RECREATION
- 55 TANGIPAHOA MOSQUITO ABATEMENT DISTRICT
- 56 TENSAS PARISH POLICE JURY
- 57 THIRD JUDICIAL DISTRICT COURT
- 58 UNION PARISH HOMELAND SECURITY
- 59 WEBSTER PARISH POLICE JURY
- 60 WEST CARROLL PARISH SHERIFFS DEPT.
- 61 WEST FELICIANA COMMUNICATIONS DISTRICT
- 62 WINN PARISH DISTRICT ATTORNEY
- 63 WINN PARISH POLICE JURY

Registered Higher Education in LA

- 1 CAMERON COLLEGE
- 2 CENTENARY COLLEGE OF LOUISIANA
- 3 COMPASS CAREER COLLEGE
- 4 DELGADO COMMUNITY COLLEGE
- 5 DILLARD UNIVERSITY
- 6 GRETNA CAREER COLLEGE
- 7 LOUISIANA STATE UNIVERSITY

State Notice Addendum**Registered Higher Education in LA**

- 8 LOUISIANA TECHNICAL COLLEGE
- 9 LOYOLA UNIVERSITY OF NEW ORLEANS
- 10 LSUHSC - SHREVEPORT
- 11 NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
- 12 NOTRE DAME SEMINARY
- 13 OUR LADY OF HOLY CROSS COLLEGE
- 14 SOUTH LA COMMUNITY COLLEGE
- 15 SOUTHEASTERN LOUISIANA UNIVERSITY
- 16 SOUTHERN UNIVERSITY
- 17 THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
- 18 THE ART STATION

Registered K-12 in LA

- 1 ACADEMY OF THE SACRED HEART
- 2 ACADIA PARISH SCHOOL BOARD
- 3 Alexandria Country Day School
- 4 ARCHBISHOP RUMMEL HIGH SCHOOL
- 5 Archbishop Shaw High School
- 6 AVOYELLES PARISH SCHOOL BOARD
- 7 BEAUREGARD PARISH SCHOOL BOARD
- 8 BOSSIER PARISH SCHOOL BOARD
- 9 Bossier Parish School Board (BPSB)
- 10 CADDO PARISH MAGNET HIGH SCHOOL
- 11 CADDO PARISH SCHOOLS
- 12 CALCASIEU PARISH SCHOOL SYSTEM
- 13 CATAHOULA PARISH SCHOOL BOARD
- 14 CATHOLIC HIGH SCHOOL
- 15 CATHOLIC OF POINTE COUPEE SCHOOL
- 16 Cedar Creek School
- 17 CENTRAL PRIVATE SCHOOL
- 18 CENTRAL SCHOOL CORP.
- 19 CHILDREN'S CHARTER MIDDLE SCHOOL
- 20 CLAIBORNE PARISH SCHOOL BOARD
- 21 DARBONNE WOODS CHARTER SCHOOL, INC.
- 22 DELHI CHARTER SCHOOL
- 23 DeSoto Parish School Board
- 24 DIOCESE OF LAFAYETTE
- 25 E.D. WHITE CATHOLIC HIGH
- 26 EAST CARROLL PARISH SCHOOL BOARD
- 27 EPISCOPAL HIGH SCHOOL OF BATON ROUGE
- 28 EXCELSIOR CHRISTIAN SCHOOL
- 29 GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER
- 30 HOLY TRINITY LUTHERAN CHURCH AND SCHOOL
- 31 HOSANNA FIRST ASSEMBLY OF GOD
- 32 IBERVILLE PARISH SCHOOL BOARD
- 33 JACKSON PARISH SCHOOL BOARD
- 34 JEFFERSON DAVIS PARISH SCHOOL BOARD

State Notice Addendum**Registered K-12 in LA**

- 35 JEFFERSON PARISH SCHOOL BOARD
- 36 JESUS THE GOOD SHEPHERD SCHOOL
- 37 LAFAYETTE PARISH SCHOOL SYSTEM
- 38 LINCOLN PARISH SCHOOL BOARD
- 39 LITTLE ANGELS SCHOOL AND DAY CARE
- 40 LIVINGSTON PARISH PUBLIC SCHOOLS
- 41 LORANGER HIGH SCHOOL FOOTBALL
- 42 MADISON PARISH SCHOOL BOARD
- 43 MENTORSHIP ACADEMY
- 44 MONROE CITY SCHOOLS
- 45 MOREHOUSE PARISH SCHOOL BOARD
- 46 NEWELLTON ELEMENTARY SCHOOL
- 47 NORTHEAST BAPTIST SCHOOL
- 48 OAK FOREST ACADEMY
- 49 OPELOUSAS CATHOLIC SCHOOL
- 50 OUACHITA PARISH SCHOOL BOARD
- 51 Parkview Baptist
- 52 Recovery School District
- 53 RICHLAND PARISH SCHOOL BOARD
- 54 RIVERSIDE ACADEMY
- 55 ST JOSEPH THE WORKER
- 56 ST LANDRY PARISH SCHOOL BOARD
- 57 ST MARY'S DOMINICAN HS
- 58 ST. AMANT HIGH SCHOOL
- 59 ST. AUGUSTINE HIGH SCHOOL
- 60 ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT
- 61 ST. CLETUS SCHOOL
- 62 ST. DOMINIC SCHOOL
- 63 ST. JOAN OF ARC SCHOOL
- 64 ST. JOHN ELEMENTARY/MIDDLE SCHOOL
- 65 ST. MARIA GORETTI CHURCH
- 66 ST. PIUS X SCHOOL
- 67 St. Mary Parish School Board
- 68 STATE DEPARTMENT OF EDUCATION
- 69 TANGIPAHOA PARISH SCHOOL SYSTEM
- 70 THE DUNHAM SCHOOL
- 71 UNION PARISH SCHOOL BOARD
- 72 VERMILION PARISH SCHOOL BOARD
- 73 VERNON PARISH SCHOOL BOARD
- 74 VIDALIA JUNIOR HIGH SCHOOL
- 75 VISITATION OF OUR LADY CATHOLIC SCHOOL
- 76 WEST BATON ROUGE PARISH SCHOOL BOARD
- 77 WEST CARROLL PARISH SCHOOL BOARD
- 78 WESTMINSTER CHRISTIAN ACADEMY
- 79 WINN PARISH SCHOOL BOARD

State Notice Addendum**Registered Nonprofit and Other in LA**

- 1 A AND B NOTARY
- 2 ACI ST JOHN LLC
- 3 ADVOCACY CENTER FOR THE ELDERLY AND DISABLED, INC.
- 4 AGAPE LOVE
- 5 ALLEGIANCE HEALTH MANAGEMENT
- 6 AMERICAN CHILD DAY CARE CENTER
- 7 ANTIOCH BAPTIST CHURCH
- 8 APOSTOLIC DELIVERANCE U.P.C. INC.
- 9 ARCHDIOCESE OF NEW ORLEANS
- 10 ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
- 11 AVOYELLES PROGRESS ACTION COMMITTEE, INC
- 12 BARKSDALE FEDERAL CREDIT UNION
- 13 BARKSDALE UNITED METHODIST CHURCH
- 14 Baton Rouge Children's Advocacy Center
- 15 Beginners Mind Inc
- 16 BENTON UNITED METHODIST CHURCH
- 17 BONITA ROAD BAPTIST CHURCH
- 18 BOOST FOUNDATION, INC.
- 19 BOSSIER CHAMBER OF COMMERCE
- 20 BOSSIER PARISH MAXIMUM SECURITY JAIL
- 21 BOY SCOUTS OF AMERICA
- 22 BROADMOOR CHRISTIAN CHURCH
- 23 BROADMOOR PRESBYTERIAN CHURCH
- 24 BROADMOOR UNITED METHODIST PRESCHOOL
- 25 CAJUNDOME
- 26 CALLAWAY ENTERPRISES
- 27 CALVARY BAPTIST CHURCH
- 28 CAPITAL CITY PRESS
- 29 CENLA AREA AGENCY ON AGING, INC.
- 30 CENLA COMMUNITY ACTION COMMITTEE, INC.
- 31 CENTRAL ASSEMBLY OG GOD
- 32 CENTRAL CITY EOC
- 33 CHILDREN'S HOSPITAL
- 34 CHITIMACHA TRIBE OF LOUISIANA
- 35 CHRISTVIEW CHRISTIAN CHURCH
- 36 CITY OF FAITH PRISON MINISTRIES, INC.
- 37 COMITE BAPTIST CHURCH
- 38 COMMITTEE FOR PLAQUEMINES RECOVERY
- 39 COMMUNITY SUPPORT PROGRAMS, INC.
- 40 COOK BAPTIST CHURCH
- 41 Cornerstone Church of Zachary Inc
- 42 CROSSPOINT BAPTIST CHURCH
- 43 CROSSROADS CHURCH
- 44 DEMCO
- 45 DESOTO PARISH LIBRARY
- 46 DISABLED VETERNS OF LA CHAPTER 4

State Notice Addendum**Registered Nonprofit and Other in LA**

- 47 EASTER SEALS LOUISIANA
- 48 ELDERCARE SUPPORT SERVICES
- 49 ELIZABETH BAPTIST CHURCH
- 50 EMMANUEL BAPTIST CHURCH
- 51 EMMANUEL BAPTIST CHURCH
- 52 EMMANUEL BAPTIST CHURCH
- 53 EMMANUEL MISSIONARY BAPTIST CHURCH
- 54 EVANGELINE BAPTIST CHURCH
- 55 FAITH TABERNACLE CHURCH
- 56 FAMILY MEDICAL CLINIC OF MER ROUGE
- 57 FAMILY RESOURCES OF NEW ORLEANS
- 58 FAMILY WORSHIP CENTER CHURCH INC
- 59 FIRST APOSTOLIC CHURCH
- 60 FIRST BAPTIST CHURCH
- 61 FIRST BAPTIST CHURCH
- 62 FIRST BAPTIST CHURCH
- 63 FIRST BAPTIST CHURCH COVINGTON
- 64 FIRST BAPTIST CHURCH RUSTON
- 65 FIRST CHURCH OF GOD IN OAK GROVE, INC.
- 66 FIRST UNITED METHODIST CHURCH
- 67 FRANKLIN MEDICAL CENTER
- 68 FROM BONDAGE TO FREEDOM
- 69 G B COOLEY SERVICES
- 70 GIRL SCOUTS OF LA - PINES TO GULF
- 71 Girls Scouts Louisiana East
- 72 Go Care
- 73 GOOD SAMARITANS OF FRANKLIN
- 74 GRACE COMMUNITY CHURCH
- 75 GRACE EPISCOPAL CHURCH
- 76 GRACE LIFE FELLOWSHIP
- 77 GREATER ELIZABETH BAPTIST CHURCH
- 78 GREATER HOPE BAPTIST CHURCH
- 79 GREATER OUACHITA WATER COMPANY
- 80 GULF COAST HOUSING PARTNERSHIP
- 81 HANDS ON NETWORK
- 82 HARVEST CHURCH
- 83 HAVEN NURSING CENTER, INC.
- 84 HAVEN REHABILITATION CENTER, INC.
- 85 HEALING PLACE CHURCH
- 86 HEBRON BAPTIST CHURCH
- 87 HOPEWELL BAPTIST CHURCH
- 88 HOSANNA LUTHERAN CHURCH
- 89 HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD
- 90 HOUSING AUTHORITY OF BOSSIER CITY
- 91 HOUSING AUTHORITY OF JEFFERSON PARISH
- 92 IBERIA MEDICAL CENTER
- 93 IBTS

State Notice Addendum**Registered Nonprofit and Other in LA**

- 94 IFA CHURCH
- 95 ISTROUMA AREA COUNCIL OF BOY SCOUTS
- 96 JACKSON PARISH HOSPITAL
- 97 Jefferson Chamber of Commerce
- 98 JEWISH FEDERATION OF GREATER BATON ROUGE
- 99 K AND S CHILDHOOD DEVELOPMENT CENTER
- 100 KING OF KINGS EVANGELICAL LUTHERAN CHURCH
- 101 KIWANIS INTERNATIOINAL
- 102 LA ASSEMBLY OF THE CHURCH OF GOD
- 103 LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS
- 104 LA ONE CALL
- 105 LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
- 106 LAFAYETTE TEEN COURT, INC
- 107 LAKE BETHLEHEM BAPTIST CHURCH
- 108 LAKESIDE BAPTIST CHURCH
- 109 LAKESIDE DAY CARE
- 110 LANE CHAPEL CME
- 111 LEWIS CME
- 112 LINCOLN GENERAL HOSPITAL
- 113 LITTLE THEATRE OF MONROE, INC.
- 114 LITTLE UNION BAPTIST CHURCH
- 115 LIVINGSTON PARISH CHAMBER OF COMMERCE
- 116 LIVINGSTON PARISH PRESIDENT-COUNCIL
- 117 LMHA - LOUISIANA MANUFACTURED HOUSING ASSOCIATION
- 118 LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL
- 119 LOUIS INFANT CRISIS CENTER
- 120 LOUISIANA ASSOCIATION OF HEALTH PLANS
- 121 LOUISIANA DISTRICT ATTORNEYS ASSOCIATION
- 122 LOUISIANA FAMILY FORUM
- 123 LOUISIANA HEALTH CARE QUALITY FORUM
- 124 Louisiana Hemopheilia Foundation Inc
- 125 LOUISIANA REALTORS ASSOCIATION
- 126 LOUISIANA SPCA
- 127 Louisiana Workforce LLC
- 128 LOUISISANA HIGH SCHOOL ATHLETIC ASSOCIATION
- 129 MACEDONIA MISSIONS, INC.
- 130 MACON ECONOMIC OPPORTUNITY
- 131 MARION BAPTIST CHURCH
- 132 MARY BIRD CANCER CENTER
- 133 MCIO HEAD START
- 134 METRO/REGIONAL BUSINESS INCUBATOR
- 135 MEYERS MEMORIAL CHAPEL
- 136 MIRACLE PLACE CHURCH
- 137 MOREHOUSE GENERAL HOSPITAL
- 138 MORGAN CITY HOUSING AUTHORITY
- 139 MORING STAR BAPTIST CHURCH
- 140 MOUNT CANAAN MISSIONARY BAPTIST CHURCH

State Notice Addendum**Registered Nonprofit and Other in LA**

- 141 MOUNT HERMON BAPTIST CHURCH
- 142 MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.
- 143 MT. SINAI MBC
- 144 MT. VERNON BAPTIST CHURCH
- 145 MT. ZION CME CHURCH
- 146 MW PRINCE HALL MASONIC HALL TEMPLE
- 147 NALC BRANCH 136
- 148 NATIONAL SAFETY COUNCIL
- 149 Nativity of Our Lady Church
- 150 NEW BEGINNINGS CDC
- 151 NEW CHAPEL HILL BAPTIST CHURCH
- 152 NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN
- 153 NEW GENERATIONS CHURCH OF MONROE, INC
- 154 NEW GREENWOOD BAPTIST CHURCH
- 155 new home ministries
- 156 NEW HORIZONS
- 157 NEW TABERNACLE BAPTIST CHURCH
- 158 NEW TESTAMENT UNITED PENTECOSTAL CHURCH
- 159 NORTH CADDO MEDICAL CENTER
- 160 NORTHWEST LOUISIANA LIONS EYE BANK
- 161 NSU CHILD AND FAMILY NETWORK
- 162 ODYSSEY HOUSE LOUISIANA, INC.
- 163 OLIVE BRANCH BAPTIST CHURCH
- 164 OPEN DOOR BAPTIST CHURCH
- 165 Ouachita Baptist Church
- 166 Our Lady of Perpetual Help Catholic Church
- 167 OUR LADY OF PROMPT SUCCOR CHURCH
- 168 PARKVIEW BAPTIST CHURCH
- 169 PCPFHF
- 170 PCSS
- 171 PEACEFUL REST BAPTIST CHURCH
- 172 PENIEL BAPTIST CHURCH
- 173 PHILADELPHIA BAPTIST CHURCH
- 174 PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY
- 175 PLEASANT VALLEY UNC
- 176 PLEASEAN HILL BAPTIST CHURCH
- 177 POLICE JURY ASSOCIATION OF LOUISIANA
- 178 PONCHATOULA AREA RECREATION DISTRICT NO.1
- 179 PRESBYTERIAN CHURCH OF RUSTON
- 180 PRIDE COMMUNITY ASSOCIATION
- 181 PROVIDENCE HOUSE
- 182 RAPIDES PRIMARY HEALTH CARE CENTER
- 183 REPUBLICAN PARTY OF LA
- 184 RIDGE AVENUE BAPTIST CHURCH
- 185 ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE
- 186 SEEKER SPRINGS MINISTRY CENTER
- 187 SHOWERS OF BLESSING MINISTRIES

State Notice Addendum**Registered Nonprofit and Other in LA**

- 188 SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND
- 189 SHREVEPORT REGIONAL ARTS COUNCIL
- 190 SIMMESPORT HOUSING AUTHORITY
- 191 SOLOMON TEMPLE BAPTIST CHURCH
- 192 Southern Financial Exchange
- 193 SOUTHSIDE ECONOMIC DEVELOPMENT
- 194 SOUTHWEST ACADIA HOUSING AUTHORITY
- 195 ST PATRICK CHURCH
- 196 ST THOMAS AQUINAS CATHOLIC CHURCH
- 197 ST. ALOYSIUS CATHOLIC SCHOOL
- 198 ST. ANDREW PRESBYTERIAN CHURCH
- 199 ST. BERNARD PROJECT
- 200 ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH
- 201 ST. FRANCIS DINER
- 202 ST. GEORGE CHURCH
- 203 ST. JEAN VIANNEY CHURCH
- 204 ST. JOHN THE BAPTIST CATHOLIC CHURCH
- 205 ST. JOHN THE BAPTIST CATHOLIC CHURCH
- 206 ST. LANDRY PARISH HOUSING AUTHORITY
- 207 ST. MARY CAA, INC.
- 208 ST. MARY PARISH TOURIST COMMISSION
- 209 ST. MARYS BAPTIST CHURCH
- 210 ST. MICHAEL SPECIAL SCHOOL
- 211 ST. PAUL BAPTIST CHURCH
- 212 ST. PAULS UNITED METHODIST CHURCH
- 213 ST. REST BAPTIST CHURCH
- 214 ST.ANSELM CATHOLIC CHURCH
- 215 ST.MARY PARISH LIBRARY
- 216 STARLIGHT BAPTIST CHURCH
- 217 STEEPLE CHASE BAPTIST CHURCH
- 218 STERLINGTON HOLINESS TABERNACLE
- 219 SUMMER GROVE BAPTIST ACADEMY
- 220 SUMMER GROVE BAPTIST CHURCH
- 221 SWEETWATER BAPTIST CHURCH
- 222 The Arc Of Iberia
- 223 THE CELL COMMUNITY SCHOOL & RESOURCE CENTER
- 224 THE CHURCH OF THE LIVING GOD
- 225 THE FULLER CENTER FOR HOUSING OF NWLA
- 226 THE HARVEST
- 227 THE HOUSE OF FAITH HOPE AND CHARITY
- 228 THE SALVATION ARMY
- 229 THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH
- 230 THE SPIRIT OF FREEDOM MINISTRIES
- 231 THE WAY OF HOLINESS APOSTOLIC CHURCH
- 232 TOTAL COMMUNITY ACTION, INC.
- 233 TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.
- 234 TRINITY BAPTIST CHURCH

State Notice Addendum**Registered Nonprofit and Other in LA**

- 235 Trinity Episcopal Church
- 236 TRINITY LUTHERAN CHURCH
- 237 TRINITY WORSHIP CENTER
- 238 Tulane Hillel
- 239 Union Community Action, Association
- 240 UNION COUNCIL ON AGING
- 241 UNION SPRINGS MBC
- 242 UNITECH TRAINING ACADEMY
- 243 UNITED AUTO WORKERS UNION
- 244 UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC
- 245 UNITED METHODIST HOPE MINISTRIES
- 246 UNITED WAY OF NORTHEAST LOUISIANA, INC.
- 247 UNITED WAY OF NW LOUISIANA
- 248 UNITY FOR THE HOMELESS, INC.
- 249 UNIVERSITY CHURCH OF CHRIST
- 250 UPWARD BOUND MINISTRIES, INC.
- 251 URBAN IMPACT MINISTRIES
- 252 VERMILION PARISH WATERWORKS DISTRICT NO.1
- 253 VERNON COMMUNITY ACTION COUNCIL, INC.
- 254 VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
- 255 WEST BATON ROUGE CHAMBER OF COMMERCE
- 256 WEST BATON ROUGE PARISH POLICE JURY
- 257 WEST BATON ROUGE S/O WORK RELEASE
- 258 WEST JEFFERSON MEDICAL CENTER
- 259 WILLIAMS MEMORIAL CME
- 260 WILLIS-KNIGHTON FEDERAL CREDIT UNION
- 261 WORD OF LIFE MINISTRIES
- 262 WORKFORCE INVESTMENT BOARD SDA-83
- 263 YMCA OF SHREVEPORT, LA
- 264 YOUNGSVILLE HOUSING AUTHORITY

Registered Special/Independent in LA

- 1 BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
- 2 BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1
- 3 CAPITAL AREA LEGAL SERVICES CORP
- 4 LAFAYETTE AIRPORT COMMISSION
- 5 NEW ORLEANS REGIONAL BUSINESS PARK
- 6 POVERTY POINT RESERVOIR DISTRICT
- 7 ST. GEORGE FIRE PROTECTION DISTRICT NO.2
- 8 ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3
- 9 UNIVERSITY HOUSE@ACADIANA

Registered State Agencies in LA

- 1 18TH JDC-ALVIN BATISTE, JR JUDGE
- 2 26 TH JUDICIAL COURT
- 3 26TH JUDICIAL DISTRICT PUBLIC DEFENDER
- 4 C.A.S.S.E.

State Notice Addendum**Registered State Agencies in LA**

- 5 COLUMBIA DEVELOPMENT CENTER
- 6 CONCEALED HANDGUN PERMIT UNIT
- 7 Covington Housing Authority
- 8 DEPARTMENT OF REVENUE/LOUISIANA
- 9 DEPT OF CULTURE RECREATION AND TOURISM
- 10 DHH-OFFICE OF PUBLIC HEALTH
- 11 ELAYN HUNT CORRECTIONAL CENTER
- 12 HAMMOND DEVELOPMENTAL CENTER
- 13 HOUMA-TERREBONNE HOUSING AUTHORITY
- 14 LA DEPT OF WILDLIFE AND FISHERIES
- 15 LA OFFICE OF STATE PARKS
- 16 LA RESEARCH PARK CORPORATION
- 17 LA SHERIFFS PENSION AND RELIEF FUND
- 18 LA. DIVISION OF ADMINISTRATION
- 19 LINCOLN COUNCIL ON THE AGING
- 20 Louisiana Board of Barbers Examiners
- 21 LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
- 22 LOUISIANA DEPARTMENT OF STATE
- 23 LOUISIANA HOUSING FINANCE AGENCY
- 24 LOUISIANA STATE GOV. BIDS
- 25 LOUISIANA TECH UNIVERSITY
- 26 LSU AGCENTER EXTENSION SERVICE OFFICE
- 27 METROPOLITAN DEVELOPMENTAL CENTER
- 28 MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER
- 29 Richland Parish Tax Assessors office
- 30 Ruston Housing Authority
- 31 SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE
- 32 THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM
- 33 VERNON WORKFORCE CENTER

**ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

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

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.

2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government, State of Virginia, and Fairfax County. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

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

BUY AMERICA REQUIREMENT

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

CONFLICTING REQUIREMENTS

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

FALSE CLAIMS ACT

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

ENFORCEABILITY

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

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

JOB POSTING REQUIREMENTS

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

PROHIBITION ON USE OF RECOVERY ACT FUNDS

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

REPORTING REQUIREMENTS

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

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

ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov.

SEGREGATION OF FUNDS

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

SUBCONTRACTOR REQUIREMENTS

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

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of Virginia are located at: <http://www.gpo.gov/davisbacon/VA.html>.

WHISTLEBLOWER PROTECTION

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

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

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 University and be disposed of in accordance with University policy. The University, 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 University deems necessary, Contractor shall permit University, 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 University 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.



County of Fairfax, Virginia

ADDENDUM

Date: March 29, 2011

ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS

REFERENCE: RFP11-205753-10

TITLE: Public Safety and Emergency Preparedness Equipment and Related Services

DUE DATE/TIME: April 14, 2011 / 2:00 P.M. EDT (Revised)

The referenced request for proposal is amended as follows:

1. The due date/time has been changed from April 7, 2011 / 2:00 P.M. EDT to April 14, 2011 / 2:00 P.M. EDT
2. Delete in its entirety, Appendix B titled "**ADMINISTRATION AGREEMENT ADDENDUM**" (U.S. Communities Government Purchasing Alliance form), and replace with the revised Appendix B, attached hereto.
3. Refer Attachment I for questions and answers received via e-mail and from the pre-proposal conference held on March 23, 2011 at 10:30 A.M.

All other terms and conditions remain unchanged.

Lonnette Robinson, CPPB
Contract Specialist Supervisor, Team 1

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

Name of Firm

(Signature)

(Date)

ONE SIGNED COPY OF ADDENDUM MUST BE RETURNED PRIOR TO DATE/TIME OF CLOSING OR MUST ACCOMPANY PROPOSAL.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement

including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Government Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public

Agencies, participation in key events and tradeshows and by providing online tools to Supplier's sales force.

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

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

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

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

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

(v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

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

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

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

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

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

(iii) **Supplier's Options in Responding to a Third Party RFP or ITB.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when

responding to a Public Agency solicitation:

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

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

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

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

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

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by

Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

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

- containing:
- (A) A dedicated U.S. Communities internet web-based homepage
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original request for proposal or invitation to bid;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of products and pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
 - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
 - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

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

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

3.4 Breach of Supplier's Representations, Warranties and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first \$340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by check or wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month.

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

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S.

Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

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

ARTICLE VI

MISCELLANEOUS

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

6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, 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.

6.3 Assignment.

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

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

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

U.S. Communities: U.S. Communities
2033 N. Main Street, Suite 700
Walnut Creek, California 94596
Attn: Program Manager Administration

Lead Public Agency: _____

Attn: _____

Supplier: _____

Attn: U.S. Communities Program Manager

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

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

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

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

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

ADMINISTRATION AGREEMENT ADDENDUM

AFFILIATE PROGRAMS

U.S. Communities recently established Canadian Communities, an affiliate program in Canada which offers certain qualified contract awards. U.S. Communities shall continue to explore other practical international opportunities based upon the capacity of its contract suppliers to efficiently serve Public Agencies internationally.

Understanding that Supplier may not have the capacity or desire to participate in Canadian Communities or other affiliate programs, U.S. Communities offers these opportunities on a voluntary basis to Supplier.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

_____ Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

_____ Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

_____,
a _____

By _____

Name: _____

Title: _____

EXHIBIT A
MASTER AGREEMENT
(To Be Attached)

EXHIBIT B
SALES REPORT FORMAT

(To Be Attached)

Exhibit B

- Q1. It is stated in the RFP that Offers may submit a response for sections A (Public Safety and Emergency Preparedness Equipment and Related Services) and/or B (Automated External Defibrillators (AEDs) Equipment, Accessories, Service, Training and Technology Support). If an Offeror only bids one section, will that Offeror be at a disadvantage compared to an Offeror that has bid both sections?
- A1. No.
- Q2. If an Offeror cannot accept the request for Canadian Public Agencies, will this be considered a negative in the source selection process compared to an Offeror who did accept the Canadian Public Agencies?
- A2. No.
- Q3. Regarding the public agencies and political subdivisions that are eligible to access the contract award in accordance with this RFP. Will the winning contractor need to execute individual agreements with the applicable public agencies and political subdivisions?
- A3. The Master Intergovernmental Cooperative Purchasing Agreement, pages 50-51 of the RFP, allows Participating Public Agencies to utilize the contract without the requirement of executing a separate agreement. A Participating Public Agency may for its own purposes, from time to time, ask for a separate agreement.
- Q4. US Communities provides Suppliers with sales training, and a host of online marketing and sales management tools to effectively increase sales through US Communities. Is there a cost for the sales training and tools? How many people can be trained and how soon after award can the training begin?
- A4. There is no cost for the sales training and tools we provide to Suppliers. Please see New Supplier Implementation Checklist on pages 12-13 of the RFP for timeline. Initial training takes place via WebEx and we would anticipate all of your sales representatives to participate. In addition, we would anticipate face-to-face training at the branch and regional locations as well as at national meetings.
- Q5. Suppliers have the ability to add their products to the Marketplace at no cost. What is the approval process to add a product (SKU) to the contract, how often can a Supplier add products and how long will it take to add products?
- A5. The U.S. Communities Marketplace is typically managed with a Supplier hosted catalog which would allow for easy updates. Vendors are required to update their marketplace sites with product and pricing updates.
- Q6. What is the process to delete products? Is it a different process for a discontinued product/SKU than a normal delete?
- A6. See answer to Q5
- Q7. Will US Communities/County of Fairfax agree to negotiate the applicable terms and conditions contained in the RFP?
- A7. There are some provisions that cannot be changed due to law, rule or regulation. Offerors may propose language that may be negotiated. Offerors are reminded to clearly identify those items they wish to negotiate.

- Q8. What is Fairfax County/US Community's position if a public agency/political subdivision insist on their terms and conditions taking precedence over US Communities terms and conditions?
- A8. The Master Intergovernmental Cooperative Purchasing Agreement, pages 50-51 of the RFP, permits a Participating Public Agency and Supplier to agree upon certain different or alternative terms and conditions. Each Supplier has discretion as to whether such terms and conditions are acceptable.
- Q9. Multiple awards may be issued as a result of the solicitation. Will there be more than one award?
- A9. It is not known at this time, it depends on the responses received to this RFP.
- Q10. How will US Communities provide effective Marketing Support to Suppliers when there are multiple awards? How will US Communities avoid a conflict of interest?
- A10. There may or may not be a multiple award for this contract. Should there be multiple awards; U.S. Communities has a long history of very successful multiple award contracts such as Office Furniture and Playground Equipment. This is demonstrated by the large volume of the contracts and the continued participation of the same Suppliers successfully pursuing and being re-awarded contracts. The U.S. Communities support is the same no matter if there is a single award or a multiple award. U.S. Communities does not advocate for a particular supplier. U.S. Communities' role is to
1. Educate Participating Public Agencies about the program
 2. Remove barriers for Participating Public Agencies to use the program
 3. Open doors for the Supplier
 4. Train and education Supplier
- It is the Supplier's responsibility to prove the value of its offering to Participating Public Agencies.
- Q11. When there are multiple awards, how do the public agencies compete their procurements?
- A11. If multiple awards are made, Participating Public Agencies will have the discretion to use the awarded Supplier of their choice.
- Q12. Please outline the source selection process along with the weights assign to each selection criterion?
- A12. Please reference paragraph 13 titled BASIS FOR AWARD for the source selection process. In addition, the County cannot release the weights criteria at this time; it will be available once the contract is awarded.
- Q13. Do new State and Local Governments that want to participate in this US Communities Contract need to execute a Participating Addendum or anything similar?
- A13. No. U.S. Communities only requires that the Participating Public Agency register with U.S. Communities if it is not already registered. When registering, the Participating Public Agency agrees to the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) which allows them to piggyback off of our contracts.
- Q14. Is the awarded contract a SKU driven contract, if so when after award are the SKUs provided? Is there a minimum amount?
- A14. No.

Q15. In Appendix B, section viii, will the following language be deleted from the RFP: "During the term of the Agreement, Supplier shall not, without the prior written consent of US Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than US Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts."?

A15. Appendix B has been deleted in its entirety and replaced with the attached revised Appendix B.

Q16. How will US Communities verify that the awardees' sales force compensation is equal or greater under the US communities' contract?

A16. U.S. Communities will ask Supplier's corporate leadership directly to describe sales force compensation under the U.S. Communities contract compared to standard Supplier sales force compensation. In addition, compensation barriers typically come to light quickly when we interact with the Supplier's sales force.

Q17. If special pricing, due to a competitive situation, or for significant volume, is offered to a US Communities member, will that pricing become the new contract price?

A17. No.

Exception: If a manufacturer extends to Supplier a one-time offer for special pricing, the Supplier is required to price other Participating Public Agencies using the same profit margins or markup.

Q18. In regard to the requirement to have US Communities logo on Contractor's literature, will a brochure designed to promote the US Communities contract suffice?

A18. U.S. Communities requires its logo to be on any brochure that is used to market to states, local governments, school districts, higher education institutions, or nonprofit organizations.

Q19. What is the basis stated in the RFP, for the estimated annual volume of sales for the subsequent contract? What has the performance been over the last five (5) years?

A19. The estimated annual volume of sales is based on the market size for these types of products. The existing U.S. Communities Homeland Security and Public Safety contract volume averaged \$12 million annually.

Q20. Will a complete list of current users of the US Communities contract (Homeland Security) be provided?

A20. Once a Supplier is awarded a contract, that Supplier has access to the U.S. Communities database of information.

- Q21. If a user requires products during an emergency, that need to be added to the contract, what is the process to do so, especially if it is after hours?
- A21. In case of an emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practical under the circumstances. If an emergency occurs at times other than regular County business hours, the using agency head may purchase the required goods or services directly. The agency head shall, however, when practical, secure competitive oral or written bids and order delivery to be made by the lowest responsive and responsible bidder. The agency head shall also, not later than the next regular County business day, submit to the County Purchasing Agent a requisition, a tabulation of the bids received, if any, a copy of the delivery record and a brief explanation of the circumstances of the emergency.
- Q22. If an amendment to the RFP is issued, will US Communities/County of Fairfax grant an extension to the proposal due date of at least seven (7) calendar days?
- A22. It may, only if there is a significant material change to the RFP.
- Q23. Can we represent more than one manufacturer, with different discount schedules, within the same product category?
- A23. Reference RFP section titled "**SUPPLIER QUALIFICATIONS**" NO. 4 Evaluation of Proposals, paragraph B. Cost Proposal.
- Q24. Can additional freight costs be charged to the customer for shipments beyond the contiguous 48 states?
- A24. Refer to Paragraph 51 of Appendix C (General Conditions and Instructions to Bidders)
- Q25. Page 55 missing from the RFP document.
- A25. Appendix B is being deleted and replaced in its entirety (Ref. the attachment to this Addendum)
- Q26. Price increases – After the initial 365 day term, are multiple price increases permitted as manufacturer's prices are increased?
- A26. Reference RFP section titled **FAIRFAX COUNTY SPECIAL PROVISIONS**, Paragraph 5, titled "**PRICING**"
- Q27. If we obtained 'special pricing' from a manufacturer, in reward for our efforts, to aid in securing a piece of business from a state agency, does this mean we are now obligated to provide this pricing to US Communities members?
- A27. No.
- Q28. Is any consideration being given to extend the due date of the proposal?
- A28. The proposal due date has been extended to April 14, 2011 at 2:00 pm EDT.
- Q29. Are additions and deletions permitted and how often.
- A29. See the answer to Q5 and/or paragraph 18 of the Fairfax County Special Provisions titled Changes.

- Q30. While we are looking forward to promoting US Communities, existing contracts are in place and we are bound to the terms of those agreements now and in the future. This is contradictory to Item K in the Supplier Worksheet for National Program Consideration in the Supplier Qualifications sections.
- A30. Supplier is required to lead with U.S. Communities and offer the lowest overall available pricing (net to purchaser) through the contract. Reference the revised attached Appendix B, Administration Agreement 3.3 (a) (vii) and 3.3 (b). Item K is deleted from the Supplier Worksheet for National Program Consideration.
- Q31. Can a minimum order quantity be established?
- A31. Vendors can propose a minimum order quantity.
- Q32. If a US Communities member issues a solicitation and it is responded to, we are unsure as to why the sales be reported under the Master Agreement.
- A32. Reference the attached revised Appendix B, Administration Agreement 3.3 (b) (iii) for Supplier options in responding to other Public Agency solicitations. If Supplier responds to an RFP or ITB with pricing that is higher (net to buyer) than the pricing offered through the Master Agreement, Supplier is not required to report sales under the Master Agreement.
- Q33. Is an award to be made by category or manufacturer?
- A33. Please reference FAIRFAX COUNTY SPECIAL PROVISIONS, Paragraph 13, titled **"BASIS FOR AWARD"**.
- Q34. At what threshold, dollar value or volume driven, can there be deviation on best price terminology?
- A34. There is no threshold for deviating from best price terminology.
- Q35. What is the intent of the \$50M company size threshold? We assume it is to demonstrate capability. We believe our focused business has more value to the contract and more useable capability than a company that is larger and not as focused.
- A35. The intent is to have a Supplier that is fully capable of servicing the varied needs of the 90,000 plus public agencies across the country.
- Q36. Can we partner with another company to achieve the \$50M size standard? Or do we need to?
- A36. A Supplier can partner with another company to achieve the \$50M threshold. If a Supplier does not meet the threshold, Supplier may be disqualified from consideration for a National award. The Supplier would not be disqualified from consideration for a local Fairfax County contract award.
- Q37. On page 11 of the RFP, letter D asks whether sales for the responding company were greater than \$50M last year. Do we have to have had \$50M in sales in order to qualify for this RFP?
- A37. If a Supplier had less than \$50 million in sales last year that Supplier may be disqualified from consideration for a National Contract award. The Supplier would not be disqualified from consideration for a local Fairfax County contract award.
- Q38. Is there a preference for small businesses? If so, do small businesses need to be registered with Virginia's Department of Minority Business Enterprise?
- A38. Fairfax County does not have a requirement for preference to small businesses.

- Q39. On page 81, the RFP requires information about the Virginia BPOL. However, Fairfax, Virginia is not the only locality that would request services under the contract when it is awarded. Do we need licenses to operate in any states or localities other than Fairfax, Virginia in order to conduct work under this contract?
- A39. It would depend upon each jurisdictions law, rule or regulations in regards to doing business in their respective jurisdictions.
- Q40. On page 10 of the RFP in the section Supplier Qualifications, it asks if a responding company had "sales greater than \$50 million last year in the United States". Is this a mandatory requirement for this RFP? Are companies that had less than \$50 million in sales last year eligible to apply?
- A40. If a Supplier had less than \$50 million in sales last year that Supplier may be disqualified from consideration for a National Contract award. The Supplier would not be disqualified from consideration for a local Fairfax County contract award.
- Q41. What is the process for negotiating terms under this contract?
- A41. Clearly identify in your response to the proposal those items and/or terms that your firm would like to negotiate. Ref. Paragraph 13.4 of the Fairfax County Special Provisions.
- Q42. If our pricing under this contract must include shipping charges and assume the risk of FOB Destination, I'm not sure how this can be the lowest price offered to public agencies. Typically when we sell direct, we prepay and add S&H, ship FOB Origin, and don't have a 2% admin fee to pay. Please advise.
- A42. It has to be the lowest pricing for state and local. In addition, refer to paragraph 4.B.6 titled COST PROPOSAL.
- Q43. What is the process for getting approval to pursue or renew other multi-state contracts?
- A43. Supplier is required to lead with U.S. Communities and offer the lowest overall available pricing (net to purchaser) through the contract. Reference the attached revised Appendix B, Administration Agreement 3.3 (a) (vii) and 3.3 (b).
- Q44. Is a GSA schedule included in the category of multi-state contracts?
- A44. No. However, if Supplier has a GSA Schedule 70 or 84 contract, Supplier is required to lead with U.S. Communities and demonstrate the value of the contract to all eligible public agencies.
- Q45. On pg. 57, we're unclear if the use of the word "government" refers to the federal government. Please clarify.
- A45. "Government" does not refer to the federal government.
- Q46. Does the supplier have the option to terminate this contract?
- A46. You can propose a mutual termination in paragraphs 31 – 33 of Appendix C (General Conditions and Instructions to Bidders).
- Q47. Are the terms in Appendix C applicable to all orders resulting from this contract, or do they only apply to this RFP submission?
- A47. These are terms that are specific to Fairfax County doing business within the Commonwealth of Virginia, and may be similar to other participating public agencies.

- Q48. Please define "other promotional material as requested by U.S. Communities" as mentioned on pg. 9
- A48. "Other promotional material as requested by U.S. Communities" refers to any other marketing material which might aid in the marketing of U.S. Communities and Supplier's contract, such as brochures, best practice articles, white papers, etc.
- Q49. Please advise on the process of obtaining a State Corporation Commission number and how to know if one is required.
- A49. Contact the Virginia State Corporation Commission for their requirements; they have a FAQ section that can guide you.
- Q50. What are the requirements for a U.S. Communities dedicated fiscal representative?
- A50. U.S. Communities requires a designated lead referral contact person who would be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. For additional representative requirements, see page 6, Supplier Qualifications (a) (iv).
- Q51. Are offerors allowed to propose additional categories not already listed in Attachment D, Pricing Sheet?
- A51. Yes.
- Q52. Paragraph 5 PRICING requires that the contract be a firm-fixed price agreement. The proposal also requires that all prices shall be F.O.B. Destination. How should larger, non-standard items be priced?
- A52. All firm-fixed pricing proposed must include charges for shipping "ordinary items". No additional charge of any kind will be allowed for "ordinary items".
- Offerors may propose non-ordinary items with an asterisk (*) denoting that a specific item(s) requires special shipping terms. Detail pricing for large items requiring special shipping, door-delivery, installed, inside delivery, etc., that would not be normally included in the firm-fixed price category, but would require an additional charge due to a "special circumstance". Items not clearly identified shall be considered "ordinary items" and no additional charge shall apply.
- Q53. Under Marketing, page 15, paragraph 5 of the RFP, it is stated "Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management." Can we just include the job descriptions of the employees, rather than the résumés?
- A53. Yes.



County of Fairfax, Virginia

ADDENDUM

Date: April 4, 2011

ADDENDUM NO. 2

TO: ALL PROSPECTIVE OFFERORS

REFERENCE: RFP11-205753-10

TITLE: Public Safety and Emergency Preparedness Equipment and Related Services

DUE DATE/TIME: April 14, 2011 / 2:00 P.M. EDT (Revised)

The referenced request for proposal is amended as follows:

1. In Addendum No. 1, delete the rest of the answer in A17 after the word "No".
2. Refer to Attachment I, for additional questions and answers to this solicitations.
3. Refer to Attachment II, for the Sales Report Format for Exhibit B of the Administration Agreement which was inadvertently left out.

All other terms and conditions remain unchanged.

Lonnette Robinson, CPPB
Contract Specialist Supervisor, Team 1

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

Name of Firm

(Signature)

(Date)

ONE SIGNED COPY OF ADDENDUM MUST BE RETURNED PRIOR TO DATE/TIME OF CLOSING OR MUST ACCOMPANY PROPOSAL.

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

Additional Questions & Answers

Q1. My marketing team has follow-up questions regarding marketing materials using the US Communities logo:

Will you require print material or simply soft copies? If print, who pays for it? If us, can we get an estimate on how much will be needed?

A1. U.S. Communities requires print material and it is the Supplier's responsibility to pay for this material. There are over 90,000 public agencies who are eligible to utilize this agreement. If Supplier is awarded the contract, the Supplier is responsible for proactively selling the program and its products and services. U.S. Communities is not able to provide an estimate of the amount of print material needed.

Q2. On Page 5 of RFP11-205753-10, Supplier Qualifications Evaluation of Proposals, Section B entitled COST PROPOSAL – Paragraph 1 includes the verbiage 'Multiple discounts may be provided *for each* product category'. I am inquiring specifically as to whether or not **multiple discounts are allowable WITHIN a single category?** It would be our intention to offer multiple manufacturer brands within the confines of the PERSONAL PROTECTIVE EQUIPMENT (PPE) category. Would it be possible to offer a 10% discount on one manufacturer brand and a 15% discount on a second, and support both of these manufacturers in a single product category?

A2. Yes, multiple discounts are allowed within a single category.

EXHIBIT B
SALES REPORT FORMAT

Exhibit B - US (Data Format)

Sales Report Template												
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Month	Amount
956000735	144	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1525.50
956000222	144	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2008	4	1603.64
956000735	144	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1625.05
956000735	144	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	45090.79
066002010	144	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A ST	GROTON	CT	06340	20	2008	4	318.00
066001854	144	328NA0001051	GROTON CITY OF	Administration	123 A ST	GROTON	CT	06340	20	2008	4	212.00

SALES REPORT DATA FORMAT				
Column Name	Data Type	Length	Example	Comment
TIN	Text	9	956000735, 066001854	No Dash, Do not omit leading zero.
Supplier ID	Number	3	111, 110, 116	See Supplier ID Table Below.
Account No.	Text	25 max	Depends on supplier account no.	
Agency Name	Text	255 max	City of Groton, Los Angeles County	
Dept Name	Text	255 max	Purchasing Dept, Finance Dept	
Address	Text	255 max		
City	Text	255 max	Pittsburgh, Los Angeles	Must be a valid City name
State	Text	2	PA, CA, IL	
Zip	Text	5	90071, 06340	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Number	2	20, 30, 31	See Agency Type Table Below
Year	Number	4	2005	
Month	Number	1	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12	
Amount	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	C consolidated City/County
30	County
31	County Special District
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other
99	Unknown



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date: **JUL 11 2011**

Safeware, Inc.
3200 Hubbard Road
Landover, MD 20785-2005

Attention: Edward A. Simons, President

Reference: RFP11-205753-10, Public Safety and Emergency Preparedness and Related Services

Dear Mr. Simons:

Acceptance Agreement

Contract Number: RQ11-205753-10A

This acceptance agreement signifies a contract award to Safeware, Inc. for Public Safety and Emergency Preparedness and Related Services. The period of the contract shall be from September 1, 2011 through September 30, 2014 with renewals of four (4) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions paragraph 14 within ten (10) days after receipt of this letter.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax, 2009x
County

MEMORANDUM OF NEGOTIATIONS

RFP11-205753-10; Public Safety and Emergency Preparedness and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract RQ11-205753-10A. The final contract contains the following documents:

- a. County's Request for Proposal RFP11-205753-10 and all Addenda;
- b. The Contractor's Technical and Cost Proposals dated April 13, 2011;
- c. The Contractor's response to clarification questions dated April 29, 2011;
- d. The Contractor's response to items for negotiation dated May 6, 2011;
- e. This Memorandum of Negotiation;
- f. County purchase order;
- g. Any amendments subsequently issued.

In addition, the County and the Contractor agreed to the following:

1. The Contract start date will be begin on September 1, 2011.
2. eCommerce Rebates:
 - If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on the website orders.
 - If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on the website orders.
3. Large sales greater than \$20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.
4. The 41% discount will be taken from Safeware and Mallory's list price. Items not specifically listed in the catalog may be purchased under this contract at the above noted discount rate.
5. The National Account Manager is Charles Radcliffe.
6. The attached technical service, rental and training price lists are added and Contractor agrees that the pricing is the maximum rate and/or pricing allowed under this contract. In addition, pricing may be negotiated to a lower rate and/or price.

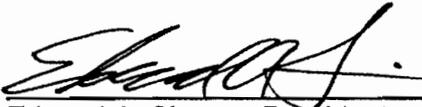
Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

7. Signed U. S. Communities General Administration Agreement.

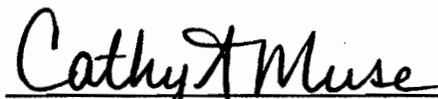
ACCEPTED BY:



Edward A. Simons, President
Safeware, Inc.

6/30/11

Date



Cathy A. Muse, CPPO
Director/County Purchasing Agent

7/8/2011

Date



County of Fairfax, Virginia

AMENDMENT

Date:

SEP 30 2011

AMENDMENT NO. 1

CONTRACT TITLE: Public Safety and Emergency Preparedness and Related Services

CONTRACTOR

Safeware, Inc.
3200 Hubbard Road
Landover, MD 20785-2005

VENDOR CODE

B521152883 02

CONTRACT NO.

RQ11-205753-10A

By mutual agreement, Contract RQ11-205753-10A is hereby amended to add Mallory Safety and Supply, LLC as summarized below:

CONTRACTOR	CONTACT	VENDOR CODE	CONTRACT NO.
Mallory Safety and Supply, LLC 1040 Industrial Way Longview, WA 98632	Allison Windsor 818-644-9484 awindsor@malloryco.com	B273905150 01	RQ11-205753-10B

All other terms and conditions remain the same.

Cathy A. Mulse

Cathy A. Mulse, CPPQ
Director/County Purchasing Agent

RECEIVED OCT 03 2011

DISTRIBUTION:

Finance – Accounts Payable/e

FRD – Christina Fisher/e

FCPD – Charise Gee/e

FCPD – Rick Miller/e

DPSC – Vijay Sood/e

DPWES, Noman Control Pollution Plant – Cliff Davis/e

Sheriff's Office – Theresa Oss/e

COG – Tom Savoie (tsavoie@mwcoq.org)

U.S. Communities – Scott Wilson (swilson@uscommunities.org)

Contractor

Contract Specialist – L. Robinson

ACS, Team 1 – J. Waysome

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228

Home Purchasing Resources



RICOH SEVIN LAMIER



InsightCloud



Knoll



REQUEST CONTACT

Safeware-Mallory

Website: Safeware-Mallory

Phone: (888) 276-6555

Fax: (866) 764-6634

E-mail: uscommunities@safewaremallory.com

OVERVIEW SOLUTIONS BENEFITS PRICING CONTRACT DOCS FAQs SHIPPING

Safeware-Mallory Contract Information

County of Fairfax, Virginia

3 year initial term, September 1, 2011 to September 30, 2014

Option to renew for (4) additional (1) year periods

Contract Documents

- Contract No. 4400001839
- Master Agreement Amendment #1

Safeware Mallory Contract No. RQ11-205753-10A has been changed to Contract No. 4400001839 due to a system change at Fairfax County. There are no changes to the actual contract other than the contract number, please contact your U.S. Communities program manager if you have any questions.

RFP Documents

- RFP11-205753-10 FINAL
- Addendum 1
- Addendum 2
- RFP Posting Document

Postings

Number of suppliers who responded to RFP: 4

- U.S. Communities: Upcoming Solicitations
March 11, 2011 to April 7, 2011
- Fairfax County Purchasing and Supply Management Website
March 11, 2011 to April 7, 2011
- Onvia Demand Star
March 11, 2011 to April 7, 2011
- Canadian MERX Public Tenders
March 11, 2011 to April 7, 2011
- Association of Oregon Counties
March 11, 2011 to April 7, 2011
- State of Hawaii and Oregon
March 11, 2011 to April 7, 2011

KEY PRODUCTS



FOUNDED BY:

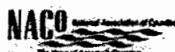


EXHIBIT 4

General Conditions

**GENERAL CONDITIONS
SUPPLY/SERVICE**

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**GENERAL CONDITIONS
SUPPLY/SERVICE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
 \$500,000 each Accident
 \$500,000 each Employee
 \$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) Commercial General Liability Insurance

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. **MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. **EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

LaVerne Hall
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes 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, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

GC-41 FEDERAL CLAUSES (CON'T.)

- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

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(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

GC-41 **FEDERAL CLAUSES (CON'T.)**

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

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16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GC-41 **FEDERAL CLAUSES (CON'T.)**

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

EXHIBIT 5

Special Conditions for Federal and Grant Funded Projects

SPECIAL CONDITIONS FOR FEDERAL AND GRANT FUNDED PROJECTS

1.1 Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

1.2 False or Fraudulent Statements and Claims

(1) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes 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, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

1.3 Federal Interest in Patents

(1) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(2) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

1.4 Federal Interest in Data and Copyrights

(1) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(2) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(3) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(a) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(b) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(4) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than

limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(5) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(6) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(7) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

1.5 Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefore or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

1.6 Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(1) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(2) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(3) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(4) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(5) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

1.7 No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

1.8 Cargo Preference-Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

1.9 Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

1.10 No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

1.11 Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are

less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

1.12 Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

(1) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(2) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(3) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

1.13 Termination for Convenience

In addition to any other rights of termination or other remedies available to the County under the Contract, at law, or in equity, the County may, by written notice, terminate this Contract in whole or in part at any time, for the convenience of the County or the Federal Government. Upon Contractor's receipt of such notice, Contractor will immediately cease to perform Services (unless otherwise directed in the notice) and deliver to the County all materials, equipment, and supplies as may have been accumulated in the performance of this Contract, whether completed or in process. The Contractor will be paid an equitable portion of the Contract price for Services performed prior to the effective date of termination, but no amount will be allowed for anticipated profit on unperformed Services. If this Contract has been terminated for Contractor's default and it is determined that the Contractor did not default, the termination will be deemed to have been effected hereunder.

1.14 Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(1) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(2) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health

and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

1.15 Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

1.16 Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.* (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

1.17 Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations

undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and all regulations promulgated thereunder, *see* Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

1.18 Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the "*Copyright Act*") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

1.19. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1.20. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

1.21. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

1.22. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1.23. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

1.24. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1.25. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

1.26. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

EXHIBIT 6

Evidence of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or

in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule

above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT #004

This endorsement, effective 12:01 a.m., July 10, 2010 forms a part of Policy No. ESG002683802 issued to SAFEWARE, INC by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY WORDING (AS REQUIRED BY WRITTEN CONTRACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following additional provisions apply to any person or entity added as an additional insured by endorsement to this policy:

1. Solely to the extent required by a written contract which the Named Insured enters into prior to an "occurrence" or offense for which the additional insured is provided coverage under this policy:
 - a. This policy shall apply as primary insurance in relation to any other policy issued to that additional insured.
 - b. Any insurance or self insurance maintained by the additional insured shall be excess of the insurance afforded to the additional insured by this policy and shall not contribute to it.The **Conditions** section of this policy, **Other Insurance**, is modified to the extent it is inconsistent with this endorsement.
2. In no event shall this Endorsement be construed as increasing the Limits Of Insurance set forth in the Declarations page or altering the rules which fix the most we will pay set forth in **Section III – LIMITS OF INSURANCE**.
3. Notwithstanding any other provision of this policy or any endorsement attached thereto, no coverage shall be afforded under this policy for any loss, cost or expense arising out of the sole negligence of any additional insured or any person or organization acting on behalf of any additional insured.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

EXHIBIT 7

Cook County Board Authorization

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit -- available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Anina Travel Service Inc
Address: 180 North La Salle St. Ste. 106 Chicago, IL 60601
E-mail: Anina@aninatravel.sabre.net
Contact Person: Anina Phone: 312-263-2129

Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes No _____
*Letter of Certification attached? Yes No _____

MBE/WBE Firm: Faze II Ltd.
Address: 1236 Capital Drive Addison, IL 60101
E-mail: jfleeger@faze2.com
Contact Person: Judith Fleeger Phone: 630-543-9600

Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes No _____
*Letter of Certification attached? Yes No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Anina Travel Contract #: 12-30-208
Address: 180 North LaSalle, Suite 106 City/State/ Zip: Chicago IL 60601
Contact Person: Ann Birgel (ANITA) Phone: 312 2632129 Fax: _____
Certification Expiration Date: July 6 2012 Race/Gender: WBE
Email: anita@aninatravel.sabre.net

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Anina Travel is a business travel agency and Safeware intends to use Anina Companywide.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

Unknown

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Anita Birgel
Signature (M/WBE)

Charles Radcliffe
Signature (Prime Bidder/Proposer)

ANITA BIRGEL
Print Name

Charles Radcliffe
Print Name

Anina Travel Service, Inc.
Firm Name

Safeware, Inc
Firm Name

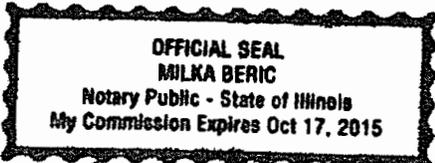
May 01 2012
Date

4/30/2012
Date

Notary For CHARLES RADCLIFFE

Subscribed and sworn before me this 30th day of April, 2012, appeared Charles Radcliffe who signed this document.
Notary Public Mary Anne Petrenko

Mary Anne Petrenko
Prince Georges Co.
State of Maryland
My Commission Expires 5/11/2014
SEAL



Milka Beric
(Notary for ANITA BIRGEL)

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

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COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

July 6, 2011

Ms. Ann Birgel
President
Anina Travel Service, Inc.
180 North LaSalle # 106
Chicago, IL 60601

Annual Certification Expires: July 6, 2012

Dear Ms. Birgel:

We are pleased to inform you that **Anina Travel Service, Inc.** has been certified as a **WBE** by Cook County Government. This **WBE** certification is valid until **July 6, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **July 6, 2012**.

As a condition of continued certification during this three (3) year period, you must file a **"No Change Affidavit"** within sixty (60) days prior to the date of annual expiration. **Please include the non-refundable fee of \$50.00, payable to Cook County Department of Revenue.** Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as a **WBE** vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

CONSULTING: TRAVEL AGENCY

Your participation on County contracts will be credited toward **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall
Director
LH/ew

LETTER OF INTENT (SECTION 2)

MWBE Firm: Faze II Ltd. Contract #: 12-30-208
Address: 1236 Capital Drive City/State/Zip: Addison, IL 60101
Contact Person: Judith Fleeger Phone: 630-543-9600 Fax: _____
Certification Expiration Date: Jan. 23, 2013 Race/Gender: _____
Email: jfleeger@fazed.com
Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?
 No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:
Faze II is a shipping/freight company who will consolidate material, provide warehousing and local delivery in support of Cook County purchases through Safeware Inc.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
This is a new contract between Safeware Inc and Cook County. There is not any historical data to use as an estimate for future spend with this firm. When possible, Safeware Inc plans on using these services to support our contract with Cook County.
(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Judith L. Fleeger
Signature (MWBE)
JUDITH L. FLEEGER
Print Name
FAZE II, LTD.
Firm Name
6-14-2012
Date

Charles Radcliffe
Signature (Prime Bidder/Proposer)
Charles Radcliffe
Print Name
Safeware, Inc
Firm Name
6/14/2012
Date

Subscribed and sworn before me this 14th day of June, 2012. (appeared Charles Radcliffe)
Notary Public: Mary Anne Petrenko

Mary Anne Petrenko
Prince Georges Co.
State of Maryland
My Commission Expires 5/11/2014

SEAL

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LaVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

- | | | | |
|----------------------|----------|----------------------------|------------|
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| ROBERT STEELE | 2nd Dist | BRIDGET GAINER | 10th Dist |
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| JOAN PATRICIA MURPHY | 6th Dist | GREGG GOSLIN | 14th Dist |
| JESUS G. GARCIA | 7th Dist | TIMOTHY O. SCHNEIDER | 15th Dist |
| EDWIN REYES | 8th Dist | JEFFREY R. TOROLSKI | 16th Dist |
| | | ELIZABETH ANN DODDY GORMAN | 17th Dist. |

January 23, 2012

Ms. Judith Fleeger, President
Faze II, Ltd.
1236 Capitol Drive
Addison, IL 60101

Dear Ms. Fleeger:

Congratulations. We are pleased to inform you that **Faze II, Ltd.** will maintain its certification as a **WBE (7)** by Cook County Government. This **WBE (7)** Certification must be revalidated annually.

Please use the enclosed Certificate of Certification as validation of your Cook County M/BE status and area of specialty.

As a condition of continued Certification during this three (3) year period, you must file a "**No-Change Affidavit**" within sixty (60) business days prior to the date of annual expiration. A processing fee of \$50.00, payable to Cook County Department of Revenue is required with the No-Change Affidavit. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance within ten (10) days of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Your firm's participation on Cook County contracts will be credited toward **WBE (7)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your area of specialty, credit toward **WBE (7)** goals will only be recognized for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall
Director

LH/ehw

Cook County Government

Office of Contract Compliance

certifies that the criteria for certification as a

Women Business Enterprise

has been met by

Faze II, Ltd.

Transportation: Trucking Intrastate & Interstate; Warehousing and Logistics

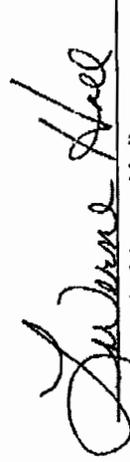
Issued Date: January 23, 2012

No-Change Affidavit Due: January 23, 2013

NIGP Code(s): 96286 & 97170

Ethnicity Code: 7

County: Dupage



Laverne Hall

Contract Compliance Director

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

(4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

(5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

5/7/2012

Cook County, IL
EDS Document Response
Section C, MBE/WBE Good Faith Effort

Page EDS-3
Part C, section 5

Good faith efforts to obtain MBE/WBE participation
(1) Engaged MBEs & WBEs for indirect participation..

Explanation: Safeware will utilize multiple WBEs in a good faith effort for indirect participation. These services will include travel planning and trucking/delivery services. Safeware is a distributor and has limited ability to select manufacturers who meet the MBE\WBE requirements.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*)

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
<u>N/A</u>	

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
Yes: _____ No: NO

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: NO

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

✓ Applicant has no "Substantial Owner."

OR:

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Safeware, Inc D/B/A: _____ EIN NO.: 52-1152883

Street Address: 3200 Hubbard Road

City: Landover State: MD Zip Code: 20785

Phone No.: 301-683-1234

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Elaine Lee	3700 Hubbard Road	15.8%
Edward Swions	"	36.73%
Geneva Pitcairn	"	14.24%
John DeWain		6.32%
Shannon Smith		6.75%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Name of Authorized Applicant/Holder Representative (please print or type) Charles Radcliffe Title UP

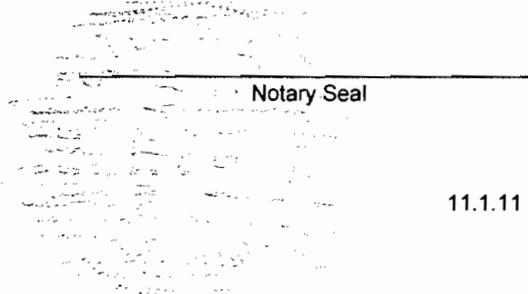
Signature [Signature] Date 3/27/2012

E-mail address cradcliffe@safewareinc.com Phone Number 301 683 1234

Subscribed to and sworn before me this 27th day of March 2012

My commission expires: 5/11/2014

x [Signature]
 Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Charles Radcliffe Title: VP

Business Entity Name: Safeware, Inc Phone: 301 683 1234

Business Entity Address: 3200 Hubbard Road, Landover, MD 20785

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Charles Radcliffe _____ Date 3/27/2012
 Owner/Employee's Signature _____ Date

Subscribe and sworn before me this 27th Day of MARCH, 2012

a Notary Public in and for PRINCE GEORGES County, MD
Mary Anne Petrenko _____
 (Signature) _____
 Mary Anne Petrenko
 Prince Georges Co.
 State of Maryland
 My Commission Expires
 My Commission expires 5/11/2014

NOTARY PUBLIC
 SEAL

Completed forms must be filed within **30** days of the execution of any contract or lease with Cook County and should be mailed to:

**Cook County Board of Ethics
 69 West Washington Street,
 Suite 3040
 Chicago, Illinois 60602**



**SIGNATURE BY A CORPORATION
(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Safeware, Inc
BUSINESS ADDRESS: 3200 Hubbard Road
Landover MD 20785
BUSINESS TELEPHONE: 301 683 1204 FAX NUMBER: 301 683 1200
CONTACT PERSON: Chak Padelford
FEIN: 52-1152883 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Edward Simonc VICE PRESIDENT: Chak Padelford
SECRETARY: Kerth Hyatt TREASURER: Kerth Hyatt
**SIGNATURE OF PRESIDENT: [Signature]
ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this
27 day of March, 2012
x Mary Anne Petrenko
Notary Public Signature

Mary Anne Petrenko
Prince Georges Co.
State of Maryland
My Commission Expires: 5/11/2014
My commission expires: _____
Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

STATE OF MARYLAND
Department of Assessments and Taxation

I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT SAFEWARE, INC., INCORPORATED JUNE 07, 1979, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS MARCH 30, 2012.



Paul B. Anderson
Charter Division



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice
Fax (410) 333-7097

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

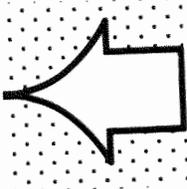
Joni Proctor

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes Carr

COOK COUNTY CHIEF PROCUREMENT OFFICER

COOK COUNTY COMPTROLLER



DATED AT CHICAGO, ILLINOIS THIS 24th DAY OF July, 2012.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
12-30-208

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 5,561,644.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:
[Signature]
ASSISTANT STATES ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 24 2012

COM _____