SERVICES AGREEMENT

CONTRACT NO: 1411-13472

FOR

INTERNET BASED AUCTIONING OF INVOICED PROPERTY

BETWEEN

COOK COUNTY GOVERNMENT
SHERIFF'S POLICE DEPARTMENT

AND

PROPERTYROOM.COM, INC.

(Based on City of New York Police Department Contract No. Rct1 056 20108200361)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 12 2014

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SERVICES 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 PropertyRoom.Com, Inc., doing business as a corporation in the State of Illinois hereinafter referred to as "Contractor".

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 City of New York Police Department solicited a formal Request for Proposal process for Online Property Auction Services, and the Contractor was identified as the qualified and best value provider for the services; and

Whereas, the City of New York Police Department entered into a contract on March 8, 2010 for the provision of services by the Contractor for the County relative to Online Property Auction Services which is attached heretofor as Attachment 1 for reference purposes only, but such attachment is not made part of or incorporated into this Agreement, and in no way does such document govern the parties performance under this Agreement; and

Whereas, the County wishes to leverage the procurement efforts of the City of New York Police Department; and

Whereas, this Contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and PropertyRoom.Com, Inc., herein after the "Contractor"; and

Whereas, the County, through the Sheriff's Police Department, desires certain similar services of the Contractor; 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 Internet Based Auctioning of Invoiced Property, incorporated as Exhibit 3, Scope of Services; and

Whereas, the Contractor warrants that it is ready, willing and able to deliver these services set forth in Exhibit 3, Scope of Services, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of New York Police Department Contract No. Rct1 056 20108200361 as set forth in Exhibit 1, Scope of Services and Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective March 13, 2014 through March 12, 2019; and

Whereas, Payment Terms shall be as set forth in Exhibit 4; 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	General Conditions
Exhibit 2	Special Conditions
Exhibit 3	Scope of Services
Exhibit 4	Payment Terms
Exhibit 5	Evidence of Insurance
Exhibit 6	Cook County Board of Commissioners Authorization
Exhibit 7	Economic Disclosure Statements (including M/WBE Participation Plan)

List of Attachments

Attachment A	City of New York Police Department Contract No. Rct1 056 2010820036

EXHIBIT 1

GENERAL CONDITIONS

GENERAL CONDITIONS

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 Consultant from its obligations or change the terms of the Contract. The Consultant 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the any and all Subcontractor it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any Subcontractor. Identification of Subcontractor to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All Subcontracts shall be subject to the terms of this Contract. Consultant 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 Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant 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 Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant'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 Consultant is uncertain whether a disclosure is required under this Section, the Consultant 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 Consultants and Subcontractor of the Consultant 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 Consultant is of the essence. The Consultant 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 Consultant to remove any of the Consultant'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 Consultant's personnel, the Consultant shall be fully responsible to County for all work performed pursuant to this Contract by Consultant's employees, Subcontractor or others who may be retained by the Consultant with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

1) The Consultant shall require all policies of insurance that are in any way related to the work and are secured and maintained by Consultant and all tiers of Subcontractor 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 Consultant shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Consultants and Subcontractor which Consultant 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 Consultant.

3) The Consultant shall require all tiers of Subcontractor to waive the rights of recovery against Cook County and all tiers of Subcontractor.

Insurance Requirements of the Consultant

Prior to the effective date of this Contract, the Consultant, 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 Consultant's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Consultant shall be primary and not excess or pro rata to any other insurance issued to the County.

The Consultant'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

(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, Consultant and Sub-Consultants 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.

(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 Consultant commences performance of its part of the work, Consultant shall furnish to the County certificates of insurance maintained by Consultant.

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 Consultant'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 Consultant 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 Consultant 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 Consultant, after notice has been given by the County to the Consultant that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Consultant 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 Consultant, or the acts or omissions of the officers, agents, employees, Consultants, Subcontractor, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Consultant 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 Consultant 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. Consultant 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, Consultant 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, Consultant 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 Consultant 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 Consultant makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONSULTANT CREDITS

To the extent the Consultant 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. Consultant 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 Consultant 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 Consultant 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, Consultant 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

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

In the event Consultant 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 Consultant expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Consultant 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 Consultant further opportunity to cure such breach. Failure of County to give written notice of breach to the Consultant shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Consultant commit a subsequent breach of this Contract.

A material breach of the contract by the Consultant 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 Consultant'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 Consultant to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

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

If the Consultant fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Consultant 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 Consultant 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 CONSULTANT'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 Consultant 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.

Consultant shall have the right to pursue all remedies available in law or equity. In all cases the Consultant'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 Consultant. In no event shall Consultant be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Consultant shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Consultant agrees that no charges or claims for damages shall be made by Consultant 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.

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.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this GC-10, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

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

Consultant 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 Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant 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.

Consultant 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 Consultant'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, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant'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 Consultant 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 Consultant 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 Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant 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 Subcontractor, 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.

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.

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 Consultant 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 Consultant and Sub-Consultant upon award of a contract of their reporting obligations (Vendor Notification Letter)

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

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

1. **Annual Contracts**: monthly reporting from both Prime and Sub-Consultants.

2. **Multi Year Contracts**: quarterly reporting from both Prime and Sub-Consultants 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 Consultant and Subcontractor obligations.

Any questions regarding this document should be directed to:

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, Consultant shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONSULTANT

The Consultant agrees to inform the County on a timely basis of all of the Consultant's interests, if any, which are or which the Consultant reasonably believes may be incompatible with any interest of the County. The Consultant shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Consultant nor any of its employees, agents or Subcontractor 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 Consultant will have access to the County's protected health information in performing its responsibilities under this Contract, Consultant 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

Consultant 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 Consultant 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

Consultant 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 Subcontractor to comply therewith. The Consultant shall confine the operations of its employees, agents and Subcontractor 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 Consultant 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 Consultant. 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 Consultant 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 Consultant 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. Consultant 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 CONSULTANT:

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 Consultant, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Consultant 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 Consultant 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 Consultant provides Deliverables manufactured by another entity, Consultant 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 Consultant 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 Consultant 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. General Conditions
2. Special Conditions
3. Scope of Services
4. Payment Terms
5. Evidence of Insurance
6. Board Authorization
7. Economic Disclosure Statements

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. 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 Consultant 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 Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant 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 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-34 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-35 AUDIT; EXAMINATION OF RECORDS

The Consultant 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant 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 Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant 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 Consultant 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, Consultant 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-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Consultant 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 CONSULTANT STATUS; NO THIRD PARTY BENEFICIARIES

The Consultant and its employees, agents and Subcontractor are, for all purposes arising out of the Contract, independent Consultants and not employees of the County. It is expressly understood

and agreed that neither the Consultant nor Consultant's employees, agents or Subcontractor 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 Consultants. 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.

Consultants, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of elegibility 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.

GC-41 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress
   In accordance with 41 U.S.C. § 22, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant to the extent the Federal Government deems appropriate.

(b) The Consultant 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 Consultant 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 Consultant 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 Unites States of America or any foreign country, the Consultant 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, Consultant, 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 Consultant 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 Consultant 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 Consultant may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant 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 Consultant 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 Consultant 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 adaptions 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.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Consultant 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 Consultant 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 Consultant 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

Consultant 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 Consultant to make such delivery, then and in that event, the Consultant 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 Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off.

The Consultant 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 Consultant 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 acct, as amended, 42 U.S.C. §§ 9601 et seq. The Consultant 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 Consultant agrees to adhere to, and impose on its Subcontractor, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Consultant acknowledges that this list does not constitute the Consultant's entire obligation to meet all Federal environmental and resource conservation requirements. The Consultant will include these provisions in all subcontracts.

(a) Environmental Protection. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant will promptly notify the County if the Consultant receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(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 Consultant 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 Consultant 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 Consultant 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 Consultants and Subcontractor 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 Consultant agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any Consultant 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 Consultant.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Consultant'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 Consultant has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Consultant and, if no future payments are due or if future payments are less than such excess, the Consultant will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Consultant 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 Consultant 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, Consultant agrees that it will incorporate this provision for certification without modification in each subcontract. Consultant may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Consultant 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 Consultant 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 Consultant 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 Consultant 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:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Consultant 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 Consultant 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 Consultant 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.

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/Consultant 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/Consultant represents and warrants that the Consultant/Consultant has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and Subcontractor, 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, "Consultants and Subcontractor 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 Consultant 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.

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, Consultants 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, Consultants 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 Consultant 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).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Consultants 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 Consultants declared ineligible under statutory or regulatory authority other than E.O. 12549. Consultants 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 2

SPECIAL CONDITIONS

EXHIBIT 2

SPECIAL CONDITIONS

SC-01 COUNTY DATA

For purposes of this Agreement, "County Data" means all data provided by the County to Contractor, provided by third parties to the Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including, without limitation, all data sent to Contractor by the County and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes County Data, the data in question shall be treated as County Data.

The County and Contractor expressly agree County Data **shall not** include individual's government-issued identification number (including social security number, driver's license number of state-issued identification number), federal employee identification number, any financial account information, credit card number debit card number, credit card information, with or without any required security code, access code, personal identification number of password, that would permit access to an individual's financial account ("Highly-Sensitive Personal Information") information submitted by any person or legal entity, to utilize the Contractor's online auction site,

County Data, or any derivatives thereof, provided to Contractor or contained in any Contractor repository shall be and remain the sole and exclusive property of the County. Data created or collected from a third party on behalf of the County by the Contractor as part of this Agreement, shall become the property of the County. Contractor is provided a license to County Data hereunder for the sole and exclusive purpose of providing services under this agreement, including a limited non-exclusive, non-transferable license to store, record, transmit, and display County Data only to the extent necessary in the provisioning of the services under this agreement. Except for approved subcontractors, Contractor is prohibited from disclosing County Data to any third party without prior, specific written approval from the County. Contractor shall not use the County Data for any purpose other than that of rendering the Services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit County Data. Contractor shall not possess or assert any lien or other right against or to County Data.

All County Data, both in motion and at rest, shall be stored only within the continental United States.

SC-02 DATA OWNERSHIP

Contractor's electronic archives, back-up copies, or duplicates of Deliverables, including documents and data, are included in the Deliverables. Contractor has no property interest in, and may assert no lien on or right to withhold from the County, Deliverables, including documents and County Data, under this Agreement.

The terms and conditions that Contractor imposes upon its end users are subject to County approval.

For purposes of this Contract, "**Deliverable**" shall include work product, such as written reviews, recommendations, reports and analyses, audits produced by the Contractor, or for the Contractor, to provide the Services to the County.

SC-03 DATA SECURITY

Contractor will safeguard and secure County's Data and Highly Sensitive Personal Information as required by law and in compliance with industry-standard best practices as updated, including but not limited to Payment Card Industry ("PCI") Security Standards Council ("SSC") standards (collectively, "Data Security"). Specifically, and not to the exclusion of other standards, Contractor's Data Security shall include compliance with PCI Data Security Standard ("DSS") as updated and PCI Payment Application Data Security Standard ("PA-DSS") as updated and as applicable.

Upon the effective date of this Agreement, annually thereafter, and upon reasonable written request by the County, and at Contractor's expense and with no cost to the County, Contractor shall provide sufficient evidence of Contractor's Data Security. Specifically, and not to the exclusion of other evidence, such sufficient evidence shall include all validating documentation required to demonstrate compliance with PCI SSC standards, for example, reports on compliance, network scans, attestations of compliance, or self-assessment questionnaires. Should Contractor tender a self-assessment questionnaire ("SAQ") to the County, Contractor shall ensure that a PCI Qualified Security Assessor's ("QSA") has certified the accuracy of such SAQ.

To the extent that the Contractor relies upon, outsources to, or uses the services of third parties in the performance of Contractor's obligations under this Agreement, the Contractor shall ensure and assume all responsibility, and accompanying liability, that such third parties safeguard and secure County's Data as required by law and in compliance with industry-standard best practices as updated.

SC-04 DATA RETENTION, DELIVERY AND DESTRUCTION

The Contractor shall retrieve, retain, deliver and destroy the Deliverables, including documents and County Data, in compliance with laws pertaining to the County, including but not limited to the Local Records Act as applicable or other applicable laws. Upon termination of the Agreement, whether upon expiration, upon breach, or otherwise, and at no cost to the County, Contractor shall retrieve, retain, deliver, or destroy the Deliverables and County Data as the County directs.

SC-05 PROTECTION AND PRIVACY

Contractor shall implement and maintain a disaster recovery plan (the "*DR Plan*") materially in accordance with industry standards, which County shall have the right to review upon providing

reasonable written notice to the Contractor.

SC-06 PROTECTION AND SECURITY

Contractor will safeguard and secure County's Data and any Highly Sensitive Personal Information as required by all applicable laws, and will maintain a security program that is available for the County's review, and that is materially in compliance with all applicable laws, including Illinois Personal Information Protection Act, 815 ILCS 530/1, and with commonly accepted industry-standard best practices, The Contractor shall reasonably ensure the security and integrity of the County's confidential information (including third party data that the County may collect, process or retain) and protect against threats or hazards to the security of such data during the Term of the Agreement.

To the extent that the Contractor relies upon, outsources to, or uses the services of third parties in the performance of Contractor's obligations under this Agreement, the Contractor shall ensure and assume all responsibility, and accompanying liability, that such third parties safeguard and secure County's Data as required by law and in compliance with industry-standard best practices as updated.

SC-07 THIRD-PARTY REQUESTS

If Contractor is served with a warrant, subpoena or any other order or request from a government body or any other person for any Deliverables, including Documents and County Data, Contractor shall immediately deliver to County a copy of such warrant, subpoena, order or request and will not produce documents, County Data, or other Deliverables without the County's consent.

SC-08 INCIDENT RESPONSE

Contractor shall create and implement an incident response plan ("Incident Response Plan") addressing a third party's unauthorized access to the Deliverables, including Documents, any information and County Data, under this Agreement ("Data Breach"). The Incident Response Plan shall, at a minimum: (a) meet all legal requirements and industry-standard best practices, including but not limited to PCI DSS compliance; (b) require that Contractor immediately notify the County where it has reason to know of or receives notice that a Data Breach may have occurred; (c) require annual testing and preparedness exercises; and (d) specify that Contractor assumes all liability and responsibility for investigating, responding to, and mitigating Data Breaches, but shall coordinate such response and mitigation with the County. The Incident Response Plan shall be subject to the County's approval. Contractor shall provide a copy of the Incident Response Plan to the County upon execution of the Agreement.

SC-09 REPRESENTATIONS AND WARRANTIES

In connection with signing and carrying out this Agreement, Contractor:

i) warrants that, if required Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional

license is required by law and for which Contractor is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Contractor are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended;

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under this Agreement; and

viii) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to exclude unauthorized access by third parties, undisclosed programs, or extraneous code or data that may be reasonably expected to damage County Data.

EXHIBIT 3

SCOPE OF WORK

EXHIBIT 4

PAYMENT TERMS

A. The County does not owe any payments to the Contractor under the terms of this contract. Contractor will be paid solely on the basis of percentages of the net sales for items sold at auction (as per Exhibit 2). Contractors shall be fully responsible for any costs they might incur in providing the services required under this contract (i.e. storage, administrative costs, etc.). Moreover, the County will not share in any of the costs of shipping, handling, transporting or credit card processing for any of the invoiced property.

B. Contractor will be paid the following percentages of the net sales prices for involved property sold at auction:

   For all property: Contractor will get 50% of the first $1,000.00 of the net sales price of each individual item of invoiced property sold and 25% of the net sales price of the amount over $1,000.00 for each individual item of invoiced property sold.

C. After Contractor takes its contractual percentage(s) of the net sales prices for all items of invoiced property sold at auction, all remaining amounts from the net sales prices shall be due to be paid by Contractor to the County.

D. To the extent that Contractor derives a benefit from the sale of scrap material that was collected from the County, then Contractor will retain the same percentage from such sales as it would retain from the sale of other items over the internet under this Agreement, and the remainder of the proceeds from such sales of scrap material would be forwarded to the County.

E. All percentages to be paid to Contractor shall be based upon the net sales price of items sold as defined by this Agreement. Any shipping/freight, handling, and sales taxes shall be paid by purchaser and are NOT part of the net sales price. In determining the amount of net sales price of items sold, any such charges (shipping/freight, handling, and sales taxes) are only used in calculating the amount of the credit card charge and not for any other purpose. Also, in calculating the net sales price, Contractor shall be limited to subtracting from the sales price only the amount that the Contractor is actually charged by the credit card company. The County will NOT be responsible for any credit card fees imposed by the credit card company. All shipping and handling fees charged to purchasers of invoiced property items at auction shall be reasonably related to the actual shipping and handling costs incurred by Contractor for the particular items that have been purchased.

F. Fidelity Bond: Contractor will be required to post a fidelity bond in the amount of $250,000.00

G. Contractor will perform all the computer hardware and software work necessary at no cost to the County. Further, Contractor will ensure that its system will interface with any existing and future Sheriff's Office inventory database systems.

H. By the 15th day of each month or the first business day thereafter, the Contractor will complete calculations of the full amount of money owed to the County on all Sales from the previous month and forward a corresponding check to the County within five (5) business days thereafter. Each month's check must be accompanied by a detailed report of all sales activity for the preceding month indicating the details of every winning bid awarded and scrap value sales.

Payments are to be forwarded to the Cook County Sheriff's Office at the following address:
Ms. Alexis Herrera, CFO
Cook County Sheriff's Office
Department of Fiscal Administration
69 W. Washington, Suite 1410
Chicago, IL 60602

EXHIBIT 5

EVIDENCE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/04/14

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

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

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT NAME: Aon Risk Services, Inc of Florida
PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Hampshire Ins Co	23841
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ADP TotalSource I, Inc.
10200 Sunset Drive
Miami, FL 33173
ALTERNATE EMPLOYER
PROPERTYBUREAU Com Inc. DBA Property Room
5257 Buckeystown Pike Suite 475
Frederick, MD 21704

COVERAGES **CERTIFICATE NUMBER:** 718114 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WC 015685240 IL	07/01/13	07/01/14	X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

All worksite employees working for the above named client company, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

CERTIFICATE HOLDER

Cook County Office of Procurement
118 N. Clark Street, Room 1018
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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PROPERT-01 REED11

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2014

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

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

PRODUCER License # 0252636
Guardian Risk & Insurance Services
P.O. Box 55127
Riverside, CA 92517

CONTACT NAME:
PHONE (A/C, No, Ext): (951) 368-0700 FAX (A/C, No): (951) 368-0707
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Burlington Insurance Company	23620
INSURER B : Diamond State Insurance Co.	42048
INSURER C : Scottsdale Insurance Company	41297
INSURER D : Travelers Casualty & Surety Co. of America	31194
INSURER E :	
INSURER F :	

INSURED
PropertyRoom.com
5257 Buckeystown Pike, Suite 475
Frederick, MD 21704

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		263BW24940	04/02/2013	04/02/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] Comp/Coll [X] $1,000 Ded			BAP0001068	04/02/2013	04/02/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			XLS0087474	04/02/2013	04/02/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Crime			105943928	06/06/2013	06/06/2014	$25,000 Deductible	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cook County Office of Procurement is included as an additional insured per the attached endorsement.

CERTIFICATE HOLDER

Cook County Office of Procurement
118 N. Clark Street, Room 1018
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Linda Johnson

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSUREDS BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you agreed, because of a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Part, but only:

1. With respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by "your work" or maintenance, operation or use of facilities owned or used by you; and

2. When such written contract, written agreement or permit is fully executed prior to an "occurrence" in which coverage is sought under this policy.

B. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

1. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part.

2. To any lessor of equipment if:

   a. The "occurrence" takes place after the equipment lease expires; or

   b. The "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor.

3. To any engineer, architect or surveyor if the "bodily injury", "property damage" or "personal and advertising injury" arises out of the rendering of or the failure to render any professional services by or for you, including:

   a. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

   b. Supervisory, inspection or engineering services.

4. To any:

   a. Owners or other interests from whom land has been leased; or

   b. Managers or lessors of premises if:

      (1) The "occurrence" takes place after you cease to be a tenant in that premises; or

      (2) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

5. To any person or organization included as an insured under Paragraph **3.** of **Section II - Who Is An Insured.**

Includes copyrighted material of
ISO Properties, Inc., with its permission.

EXHIBIT 6

COOK COUNTY BOARD OF COMMISSIONERS AUTHORIZATION

Board of Commissioners of Cook County

Signature Copy

Contract: 14-1379

118 North Clark Street
Chicago, IL

File Number: 14-1379

PROPOSED CONTRACT

Department(s): Cook County Sheriff

Vendor: PropertyRoom.com, Fredrick, Maryland

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): The collection and selling of unclaimed/forfeited surplus property.

Contract Value: $0.00 cost

Contract period: 3/13/2014 - 3/12/2019

Potential Fiscal Year Budget Impact: None. Revenue Generating, estimated to be $50,000.00 in first year of contract

Accounts: N/A

Contract Number(s): 1411-13472

Concurrences:
The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

Summary: This internet based auction service will collect and sell unclaimed/forfeited surplus property that has been collected by the Cook County Sheriff Department, in the process of its law enforcement operations. All surplus property collected shall be sold by public auction over the internet to the highest bidder. The County will receive a set percent of all items sold. Funds received will be remitted to the County's Miscellaneous Revenue.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Procurement Code. PropertyRoom.com was previously awarded a contract by the New York City Police Department, New York through a competitive Request for Proposal process. Cook County wishes to leverage this procurement effort.

At a meeting of the Board of Commissioners on 3/12/2014, a motion was made by ELIZABETH "LIZ" DOODY GORMAN, seconded by ROBERT STEELE, that this Contract be approved. The motion passed.

Aye: 15 Commissioners: Butler, Commissioners: Daley, Commissioners: Fritchey, Commissioners: Gainer, Commissioners: García, Commissioners: Gorman, Commissioners: Goslin, Commissioners: Moore, Commissioners: Murphy, Commissioners: Schneider, Commissioners: Silvestri, Commissioners: Steele, Commissioners: Sims, Commissioners: Suffredin and Commissioners: Tobolski

Absent: 2 Commissioners: Collins and Commissioners: Reyes

County Clerk _____ **Date** _____

David Orr

President _____ **Date** _____

EXHIBIT 7

ECONOMIC DISCLOSURE STATEMENTS
(INCLUDING M/WBE PARTICIPATION PLAN)

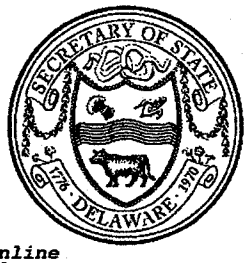
Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PROPERTYROOM.COM, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF JANUARY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



Jeffrey W. Bullock, Secretary of State

4062275 8300

AUTHENTICATION: 1066285

140023782

DATE: 01-16-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
PROPERTYROOM.COM, INC.

Certification of Contracting Authority
2 May 2013

The undersigned, being all the directors of PropertyRoom.com, Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolution by written consent in accordance with applicable provisions of the Corporation's By-Laws and the Delaware General Corporation Law.

WHEREAS, this Corporation is in the business of providing auction and related liquidation services (the "Services) to local, county state and federal governments as well as private consignment liquidation companies (the "Clients"); and

WHEREAS, Clients from time to time require explicit, formal, written evidence of contracting authority within the Corporation;

RESOLVED, that the Corporation may execute and deliver any and all contracts which it deems to be necessary or appropriate to carry out its business; and be it further

RESOLVED, that PJ Bellomo, as President and CEO of the Corporation, William V. "Rusty" Griffith, as CFO of the Corporation, or Thomas P. Lane, as Secretary of the Corporation, are authorized and directed to execute and deliver any and all contracts on behalf of the Corporation and to do and perform all acts and things which they deem to be necessary or appropriate to carry out the terms of such contracts, including, but not limited to, executing and delivering all agreements and documents contemplated by such contracts.

RESOLVED FURTHER, that Mr. Bellomo, Mr. Griffith, and Mr. Lane can exercise this contracting authority independently of each other, and therefore only one of their signatures is required to bind the Corporation to a contract for Services.

Dated as of 2 May 2013

Kevin Lane, Chairman

Thomas Lane, Secretary

Bill Halter

Mark Boyer

Jason Schoettler

Steve Lupinacci

PJ Bellomo, President & CEO

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	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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, 9: **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; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

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)

X 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** [X] **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: Pactrans Air & Sea, Inc., DBA Pactrans Air & Sea, Inc.

Address: 951-961 Thorndale Avenue, Bensenville, IL, 60106

E-mail: kittyp@pactrans.com

Contact Person: Alexander Pon Phone: 847-766-9988

Dollar Amount Participation: $ An average of $10,090 / month or $121,085 / year

Percent Amount of Participation: Cannot determine without an estimated contract $ amount. %

*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Tulsa Power Service, Inc.

Address: 3968 South Ashland, Chicago, IL, 60609-2236

E-mail: janet.dauparas@tulsapwoerservice.com

Contact Person: Janet Dauparas Phone: 773-254-6236

Dollar Amount Participation: $ An average of $1604 / month or $19,252 / year

Percent Amount of Participation: Cannot determine without an estimated contract $ amount. %

*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X 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.**

PROPERTY ROOM

PropertyRoom.com
Online police auctions and more!

February 10, 2014

Ms. Colleen Chambers
County of Cook
Office of Procurement
118 N. Clark Street, Room 1018
Chicago, IL 60602

Re: Explanation of Indirect Participation of MWBE Firms

Dear Ms. Chambers,

In response to Cook County's request for an auction services contract with the Cook County Sheriff's Department, we write to explain our lack of direct subcontractors for the services of the contract. On PropertyRoom.com's EDS form, we have listed indirect Participation MWBE firms rather than Direct Participation MWBE firms.

The nature of our auction services is such that PropertyRoom.com employees undergo complete criminal and credit background checks, as well as random drug testing. For security purposes and inventory control reasons we allow only our verified employees to pick-up and handle client property. When PropertyRoom.com personnel arrive at secured law enforcement locations, they are permitted to enter secure areas in order to manifest, collect, and load surplus property onto our company-leased vehicles for transport to our own warehouse and processing center network using strict guidelines.

PropertyRoom.com employees are all covered under our company insurance and bonding requirements and adhere to our company's strict standard of conduct so they can be admitted to secure areas. Therefore, we cannot directly subcontract expected work for this contract.

Even though security reasons preclude MWBE contractor involvement in direct auction services, work, whenever possible we work with indirect suppliers for our business materials. We currently use two (2) indirect suppliers for products and materials in the Cook County and Chicago area. These two subcontractors are listed on PropertyRoom.com's EDS form,

We request our MWBE requirements be fulfilled by our listed indirect subcontractors. If you need any additional information, please contact me directly at 240.575.6978 or RustyGriffith@PropertyRoom.com.

William V. Griffith
CFO
PropertyRoom.com, Inc.

5257 Buckeystown Pike
Suite 475
Frederick, MD 21704

OFFICE 240.751.9123
FAX 240.230.0229

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Pactrans Air & Sea, Inc.

Certifying Agency: City of Chicago

Address: 951-961 Thorndale Avenue

Certification Expiration Date: 6/30/2014

City/State: Bensenville, IL Zip 60106

FEIN #: 36-3790193

Phone: 847-766-9988 Fax 847-766-9020

Contact Person: Alexander Pon

Email: kittyp@pactrans.com

Contract #:

Participation: [ ] Direct [X] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] 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:

Pactrans provides container movements for our Operations department.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

We purchase an average of $10,090 / month of container movement services from this firm.

(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.

Signature (*M/WBE*)

ALEXANDER PON

Print Name

PACTRANS AIR & SEA, INC.

Firm Name

2/5/14

Date

Subscribed and swom before me

this 7th day of Feb, 20 14.

Notary Public D K Calloway

SEAL

D K CALLOWAY
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
November 08, 2017

Signature (*Prime Bidder/Proposer*)

William V. Griffith, CFO

Print Name

PropertyRoom.com, Inc.

Firm Name

2-10-14

Date

Subscribed and swom before me

this 10th day of February, 20 14.

Notary Public Kathryn Marie Coles

SEAL

KATHRYN MARIE COLES
NOTARY PUBLIC
MONTGOMERY COUNTY
STATE OF MARYLAND
MY COMMISSION EXPIRES
JUNE 29, 2016

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Tulsa Power Service, Inc.
Certifying Agency: City of Chicago
Address: 3868 South Ashland
Certification Expiration Date: 12/31/2016
City/State: Chicago, IL Zip 60609-2236
FEIN #: 36-2606213
Phone: 773-254-6236 Fax: 773-254-4054
Contact Person: Janet Dauparas
Email: janet.dauparas@tulsapowerservice.com
Contract #:

Participation: [ ] Direct [X] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] 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:

Diesel fuel and propane

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

We purchase an average of $1604 / month of diesel fuel and propane from this firm.
Terms - Net 10

(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.

Janet Dauparas President
Signature (M/WBE)

Janet Dauparas President
Print Name

Tulsa Power Service Inc
Firm Name

02/06/2014
Date

Subscribed and sworn before me
this 6th day of February, 20 14
Notary Public Margaret H Feltz
SEAL

OFFICIAL SEAL
MARGARET H FELTZ
Notary Public - State of Illinois
My Commission Expires Jul 11, 2016

William V. Griffith
Signature (Prime Bidder/Proposer)

William V. Griffith, CFO
Print Name

PropertyRoom.com, Inc.
Firm Name

2-10-14
Date

Subscribed and sworn before me
this 10th day of February, 20 14
Notary Public Kathryn Marie Coles
SEAL

KATHRYN MARIE COLES
NOTARY PUBLIC
MONTGOMERY COUNTY
STATE OF MARYLAND
MY COMMISSION EXPIRES
JUNE 29, 2016

CHICAGO MSDC
MINORITY SUPPLIER DEVELOPMENT COUNCIL

CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

PACTRANS AIR & SEA, INC.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes: 488510, 481112, 483111, 484230, 493110, 484220, 561210**

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

Product/Service Description: INTERNATIONAL FREIGHT FORWARDER, FULL SERVICE LOGISTICS PROVIDER; FREIGHT, SEA, AIR FULL SERVICE OF SEA, AIR, CONSOLIDATION SERVICE (IMPORT/EXPORT); WORLDWIDE CHARTER, WAREHOUSE, DISTRIBUTION, TRUCKING; FACILITY SUPPORT SERVICES

6/30/2013
Issued Date

CH2143
Certificate Number

6/30/2014
Expiration Date

President, ChicagoMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: http://www.nmsdc.org

An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Copy sent via email:
mail@tulsapowerservice.com

December 13, 2013

Janet Dauparas
Tulsa Power Service, Inc.
3968 South Ashland
Chicago, IL 60609-2236

Dear Ms. Dauparas:

This letter is to inform you that the City of Chicago has extended your status as a **Women's Business Enterprise (WBE)** until **February 28, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

George W. Coleman, Jr.
Deputy Procurement Officer

GWC/tma

DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAR 1 4 2013

Janet Dauparas
Tulsa Power, Inc.
3968 S. Ashland Ave.
Chicago, IL 60609

Annual Certificate Expires: December 31, 2013

Dear Janet Dauparas:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **December 31, 2016.**

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration.** As such, your firm's next No Change Affidavit is due by **October 31, 2013.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.
- re-certify with the city within prescribed time frame.

MAR 14 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

NAICS Codes	Description
NAICS 324191	Motor oils, petroleum, made from refined petroleum
NAICS 447190	Service stations, gasoline
NAICS 447190	Truck stops
NAICS 454312	Liquefied petroleum gas (LPG) dealers, direct selling

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/ha

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
N / A	

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: X

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: X

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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

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): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) X 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.

PROPERTY ROOM

PropertyRoom.com
Online police auctions and more!

February 10, 2014

Ms. Colleen Chambers
County of Cook
Office of Procurement
118 N. Clark Street, Room 1018
Chicago, IL 60602

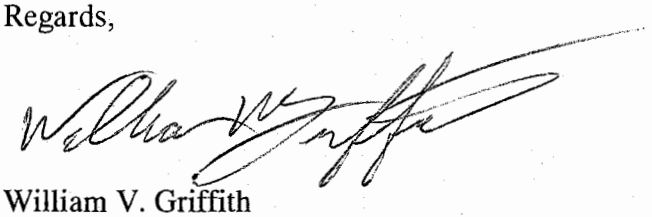
Re: Explanation of Indirect Participation of MWBE Firms

Dear Ms. Chambers,

Based on the definition of "Substantial Owner" as defined on EDS-8, PropertyRoom.com does not have any substantial owners to list. As of the date of this letter, no individual or entity owns twenty-five percent (25%) or more interest in PropertyRoom.com, Inc.

Please let me know if you have any questions.

Regards,



William V. Griffith
CFO
PropertyRoom.com, Inc.

Office 240-575-6978

5257 Buckeystown Pike
Suite 475
Frederick, MD 21704

OFFICE 240.751.9123
FAX 240.230.0229

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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name PropertyRoom.com, Inc. D/B/A: _____ EIN NO.: 86-0962102

Street Address: 5257 Buckeystown Pike, Suite 475

City: Frederick State: Maryland Zip Code: 21704

Phone No.: 240-751-9123

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] 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
ROI Capital Management	300 Drakes Landing Road, # 175, Greenbrae, CA, 94904	12.3%
Shea Ventures, LLC	655 Brea Canyon Road, Walnut, CA, 91789	12.3%
Thomas Lane	1571 SE Prestwick Lane, Port St. Lucie, FL, 34952	10.4%
AMA Holdings	3801 PGA Blvd. # 555, West Palm Beach, FL, 33410	6.4%

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] 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):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

William V. Griffith
Name of Authorized Applicant/Holder Representative (please print or type)

CFO
Title

Signature

2-10-14
Date

RustyGriffith@PropertyRoom.com
E-mail address

240-575-6978
Phone Number

Subscribed to and sworn before me
this 10th day of February 2014

My commission expires:

X Kathryn Marie Coles
Notary Public Signature

KATHRYN MARIE COLES
NOTARY PUBLIC
MONTGOMERY COUNTY
STATE OF MARYLAND
MY COMMISSION EXPIRES
JUNE 29, 2016

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.

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"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 [X] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name Shea Ventures, LLC D/B/A: _____ EIN NO.: 95-4735343

Street Address: 655 Brea Canyon Road

City: Walnut State: California Zip Code: 91789

Phone No.: 909-594-0924

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] Other (describe) Limited Liability Company (LLC)

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
Shea Ventures, LLC holds 12.3% ownership in PropertyRoom.com, Inc.		

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

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 eserved 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.

John C. Morrissey
Name of Authorized Applicant/Holder Representative (please print or type)

Managing Director
Title

Signature

2-5-2014
Date

john.morrissey@jfshea.com
E-mail address

909-594-0939
Phone Number

Subscribed to and sworn before me this _____ day of _____, 20__.

My commission expires:

X _____ See attached
Notary Public Signature

Notary Seal

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 5th (Date) day of February (Month) 2014 (Year), by

(1) John C. Morrissey (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (X)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Christine Avery (Signature of Notary Public)

CHRISTINE AVERY
COMM. #2004164
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires FEB. 13, 2017

DMS2 DMS2

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

Further Description of Any Attached Document

Title or Type of Document: Ownership Interest Statement

Document Date: — Number of Pages: —

Signer(s) Other Than Named Above: —

© 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)

Item #5910

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.

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"*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 [X] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name Thomas Lane D/B/A: _____ EIN NO.: 057-42-6211 (SSN)

Street Address: 1571 SE Prestwick Lane

City: Port St. Lucie State: Florida Zip Code: 34952

Phone No.: 949-547-5829

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] Other (describe) Individual

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
Thomas Lane holds 10.4% of fully diluted stock in PropertyRoom.com, Inc.	(TL)	

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

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 eserved 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.

THOMAS LANE
Name of Authorized Applicant/Holder Representative (please print or type)

FOUNDER
Title

Signature

2/7/16
Date

TomLane@PropertyRoom.com
E-mail address

949-547-5825
Phone Number

Subscribed to and sworn before me this 7 day of Feb, 2014.

My commission expires:

X
Notary Public Signature

RAJA K SHARMA
Notary Public - State of New York
NO. 01SH6268292
Qualified in Kings County
My Commission Expires Sep 3, 2017
Notary Seal

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.

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"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 [X] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name AMA US Equity Opportunity Fund (QP), LP D/B/A: _____ EIN NO.: 14-1865080

Street Address: 150 South US Highway One, Suite 555

City: Jupiter State: Florida Zip Code: 33477

Phone No.: 561-746-8444

Form of Legal Entity:

[ ] Sole Proprietor [X] 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
AMA US Equity Opportunity Fund (QP), LP holds 6.4% ownership in PropertyRoom.com, Inc.		

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] 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 eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Paul Brensel
Name of Authorized Applicant/Holder Representative (please print or type)

Vice President
Title

Paul Brensel
Signature

2/5/14
Date

Paul.brensel@gensprng.com
E-mail address

561-472-9484
Phone Number

Subscribed to and sworn before me this 5 day of Feb, 2014

My commission expires:

X June R. Longton
Notary Public Signature

June R. Longton
Notary Public - State of Florida
My Comm. Expires May 18, 2015
Commission # EE 74730
Bonded Through National Notary Assn.

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
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- 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: _____ Title: _____

Business Entity Name: PropertyRoom.com, Inc. Phone: 240-751-9123

Business Entity Address: 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704

_____ 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.

X 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.

William H. [illegible] 2-10-14

Owner/Employee's Signature Date

Subscribe and sworn before me this 10th Day of February, 2014

a Notary Public in and for Montgomery County

Kathryn Marie Coles

(Signature)

KATHRYN MARIE COLES
NOTARY PUBLIC
MONTGOMERY COUNTY
STATE OF MARYLAND
MY COMMISSION EXPIRES
JUNE 29, 2016

NOTARY PUBLIC SEAL

My Commission expires June 29, 2016

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 9)

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: PropertyRoom.com, Inc.

BUSINESS ADDRESS: 5257 Buckeystown Pike, Suite 475

Frederick, MD 21704

BUSINESS TELEPHONE: 240-751-9123 FAX NUMBER: 240-230-0229

CONTACT PERSON: Donald Nemer - SVP of Sales

FEIN: 86-0962102 *IL CORPORATE FILE NUMBER: See attached Certificate of Good Standing from the State of Delaware.

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: PJ Bellomo VICE PRESIDENT:

SECRETARY: Thomas Lane TREASURER: William V. Griffith - CFO

**SIGNATURE OF PRESIDENT: PJ Bellomo

ATTEST: William V. Griffith CFO (CORPORATE SECRETARY)

Subscribed and sworn to before me this

4th day of March, 2014

My commission expires:

KATHRYN MARIE COLES
NOTARY PUBLIC
MONTGOMERY COUNTY
STATE OF MARYLAND
MY COMMISSION EXPIRES
JUNE 29, 2016

Kathryn Marie Coles
Notary Public Signature

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.**

ATTACHMENT A

CITY OF NEW YORK POLICE DEPARTMENT
CONTRACT NO. RCT1 056 20108200361

ATTACHMENT A

CITY OF NEW YORK POLICE DEPARTMENT
CONTRACT NO. RCT1 056 20108200361

The City of New York

POLICE DEPARTMENT

Contract Administration Unit
51 Chambers Street, 3rd Flr.
New York, NY 10007
Tel #: (646) 610 - 5753
Fax #: (646) 610 - 5224

March 5, 2010

Mr. Tom Lane
PropertyRoom.com
26421 Crown Valley Parkway, Suite 200
Mission Viejo, CA 92691

RE: Notice to Proceed and to Commence Work - Contract for providing Internet Based Auctioning of Invoiced Property; PIN # - 056090000665; RCT1 056 20108200361;

Dear Mr. Lane:

This letter is to inform you that your contract **RCT1 056 20108200361** for the provision of Internet Based Auctioning of Invoiced Property for the Property Clerk Division of the NYPD was **registered on March 4, 2010** with the City of New York Office of the Comptroller. Please include this contract number on any correspondence to the Department regarding this contract. In accordance with the agreement, the term of the contract will be for five years, and the contract will **commence on March 8, 2010**, and shall continue for five years through **March 7, 2015**. At the end of the five-year contract term, the Department shall have a first two-year 6 month option to renew this contract from **March 8, 2015 to September 7, 2017.** At the end of the first option to renew, the Department shall have a second two-year 6 month option to renew this contract from **September 8, 2017 to March 7, 2020.** This is a revenue generating contract for the NYPD, and the revenue from the proceeds of the sales of items sold at auction will be shared with PropertyRoom.com in accordance with the contract terms.

A copy of the contract for your records is enclosed. Deputy Chief Jack J. Trabitz, the Commanding Officer of the NYPD's Property Clerk Division, is the Project Manager and will oversee the performance of this contract. Deputy Chief Trabitz can be reached at 646-610-5905.

If you have any questions, or should you require additional information, please call the Deputy ACCO, Jordan Glickstein, at (646) 610-5222.

Sincerely,

Frank Bello
Agency Chief Contracting Officer

c: Contract File
Edward J. Allocco, DCMB
DC Jack Trabitz, C.O. Property Clerk Division

AGREEMENT FOR THE PROVISION OF INTERNET BASED AUCTIONING OF INVOICED PROPERTY FOR THE POLICE DEPARTMENT OF THE CITY OF NEW YORK

VENDOR: PROPERTYROOM.COM, INC.
PIN: 056090000665

THIS AGREEMENT, entered into this 1st day of February, 2010 by and between the City of New York, acting through the New York City Police Department (herein called the "Department" or the "NYPD"), and PropertyRoom.Com, Inc., located at 26421 Crown Valley Parkway, STE 200, Mission Viejo, CA 92691 (herein called the "Contractor"):

WITNESSETH THAT;

WHEREAS, the Contractor is an organization that provides Internet Based Auctioning of Property;

WHEREAS, the Department needs internet based auctioning services for the auctioning off of unclaimed/ forfeited property that it has collected in the course of its law enforcement operations;

WHEREAS, the Department has selected Contractor for this contract by means of the Competitive Sealed Proposal method of procurement. The Request for Proposals was issued on July 6, 2009;

WHEREAS, the Department and the Contractor now wish to enter into an agreement pursuant to which the Department will purchase the services of the Contractor to provide the following:

(1) To remove unclaimed/ forfeited invoiced property from various storage facilities of the NYPD Property Clerk and to transport such property to the vendor's warehouse where such property will be processed for internet auction; and (2) To conduct internet auctions of the unclaimed/ forfeited property with the goal of streamlining and expediting the final disposition of such property that has come into the possession of the NYPD.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following words and phrases shall be given the following respective meanings:

2009-042856

"Invoiced Property" means unclaimed or forfeited invoiced property which the NYPD has collected in the process of its law enforcement operations.

"Sales Price" means the price at which an item of invoiced property is actually sold at auction to a purchaser, i.e. the last and highest offer received. Shipping/ freight, handling, and sales taxes shall NOT be included in the sales price.

"Net Sales Price" means an amount equal to the sales price of the individual items sold at auction minus the credit card fee for the item.

"Credit Card Fee" means the percentage fee actually charged by the credit card company for the card being used to purchase the item(s) at auction. In calculating the credit card fee for any particular item, the shipping and handling fees and the sales taxes will be added to the sales price before the credit card fee is applied.

"Previously Scheduled Pickups" is a pick-up of invoiced property for auction from a designated Department facility in which the Contractor is notified at least five days in advance of the pick-up.

"On-Demand Pickups" is a pick-up of invoiced property for auction from a designated Department facility in which the Contractor is given less than five days notice of the pick-up.

"Business Day" is any weekday (Monday through Friday) with the exception of legally recognized Federal Holidays

II. DELIVERY PROTOCOL

A. All work under this agreement shall be conducted in accordance with Federal, New York State and New York City laws, regulations, ordinances, and rules.

III. CONDITIONS OF AGREEMENT

A. Contractor will provide a full service program to the Department to collect and sell off invoiced property that has been collected by the Department in the process of its law enforcement operations. All property collected shall be sold by auction over the internet to the highest bidder. Purchasers of any such property shall pay for items of invoiced property purchased at auction by credit card. In providing these services, Contractor agrees to fully comply with the terms, conditions, and representations of its Program Proposal (Appendix E), which represents the mutually agreed requirements derived from the Department's Request for Proposals (as clarified by Addendum #1 and Addendum #2) (Appendix B).

Contractor will pick up all invoiced property designated for internet auction at the designated NYPD facilities and transport them to its own storage facilities for processing and auction in accordance with the terms of its Program Proposal.

B. The services to be provided by Contractor will also include the following to be provided in accordance with the terms of Contractor's Program Proposal: (1) all sorting and grouping of all invoiced property; (2) bar coding of all items; (3) assuming all responsibility for determining and executing all aspects of selling all merchandise; (4) processing all invoiced property to add value; (5) tracking and reporting the location and movement of all invoiced property as well as internal control and all necessary record keeping; (6) order processing, payment, collection, packaging, shipping, and customer service; (7) the assumption of entire costs and risks for all processing and collection of invoiced property; and (8) advertising and promotion of all property sales.

C. Contractor will maintain its own internet web site for internet auctions as set forth in its Program Proposal. Contractor will also take the necessary measures outlined in its Program Proposal to ensure both hardware and software protection for its data. Contractor will also take all necessary steps to insure the security protection of credit card information of internet auction purchasers as well as any personal information provided by purchasers. The Contractor may not display or use the Department's NYPD logo on their web site without the express written authorization of the Department. It is not anticipated at this time that any such authorization will be forthcoming.

D. The Department reserves the right to have any item of invoiced property returned to the possession of the Department prior to auction even if the item has already been collected by Contractor from a Department site.

E. Upon the signing and registration of this Contract Agreement, Contractor agrees to lease or purchase an appropriate facility (or facilities) in the New York City metropolitan area for the processing and storage of all items to be auctioned. The facility will have proper security coverage as outlined in Contractor's Program Proposal.

F. The Department shall retain full title over all invoiced property until such time as the property is successfully auctioned and title is transferred to the successful purchaser at auction. The Department may also withdraw any item from auction prior to its being sold, and it may impose minimum bids on property at its discretion. Once items are picked up by Contractor, the Department will no longer bear any risk of loss of or damage to the items. Moreover, the Department shall be indemnified by Contractor against any claims made by the purchaser of items sold at auction. Should an item of invoiced property need to be returned by the purchaser of the item, the Department will only be responsible for returning the portion of the sales price that was remitted to it by Contractor under the terms of this Agreement.

G. Contractor will comply with the requirements of the Electronic Signatures and Records Act ("ESRA") with respect to providing alternative access so that those members of the public who do not have internet access will be able to enter bids for the items to be auctioned. Contractor will fulfill the requirements of the ESRA statute as outlined in its Program Proposal with the following modification: Contractor absolutely agrees that its

Off Line Bidding Office will be open to the public for people to place bids for at least the last three hours before the bid on any item(s) closes.

H. The NYPD reserves the right to conduct audits and inspections of all contractor facilities and merchandise on a regular and unannounced random basis.

I. If the NYPD discovers any objectionable material on Web pages utilized by the Contractor to sell NYPD property, the NYPD reserves the right to demand the removal of such objectionable material. If such objectionable material is not removed within five (5) business days, then the NYPD reserves the right to discontinue internet auctions of its invoiced property.

J. The Contractor will be required to furnish the following reports to the Department:

- Upon request, a detailed client list and shipping list.
- Monthly reports of all of the Department's items of invoiced property that have been sold by Contractor and the prices at which any such items were sold. This report should include shipping and handling fees as well as sales taxes and credit card fees on each item.
- Quarterly (unaudited) and Annual (audited) Financial Statements.
- Monthly reports of all of the Department's invoiced property on hand.
- Monthly statements of returns of the invoiced property of the Department that have been purchased at auction and the complaints of any purchasers.
- Any and all ad hoc reports that are requested by the Department.

L. Contractor will be required to provide for all of the Computer Hardware and accompanying Software as well as the related support services for the hardware and software for this contract. The estimated amounts of Hardware and Software are described set forth in Attachment F to the RFP (Appendix C). Contractor agrees to provide all of the necessary hardware and accompanying software that is needed to fully implement this Agreement even if the amounts exceed the amounts listed in Attachment F to the RFP (Appendix C). Thus, the selected proposer would be expected to provide all necessary hardware and software for a new NYPD facility or facilities should one or more be added at some point during the term of the contract. This additional hardware and software would be provided at no additional cost to the NYPD.

M. The NYPD has recently entered into a contract with a vendor for the implementation of a new computerized Property and Evidence Tracking System ("PETS") that will allow the NYPD to identify locate, track and route property and evidence. It is anticipated that this new Property and Evidence Tracking System would be up and fully functioning at some point during the second year of this contract for the provision of internet based auctioning of invoiced property. Contractor agrees that any computer systems and software that will be used for this contract for the internet based auctioning of property must be made to be fully compatible with the NYPD's new PETS System as soon as this new PETS System is up and fully functioning. Interactive interface with NYPD can be accomplished with NYPD Intranet web browser technology, or ODBC connectivity. The exact interface method will be defined in the design phase of the PETS project.

N. For any property collected from the Department by Contractor that cannot be sold through on-line auctions (i.e. due to very poor condition of the property, unsuitability for sale, etc), the Contractor MUST dispose of the property either as scrap or through destruction and assume any and all costs associated with the destruction of unsold property.

O. Contractor agrees to make a good faith effort to set the Bid Closing times on Department items auctioned over the internet at times that will maximize the amount of the bids received.

IV. PAYMENT TERMS & REQUIRED BOND

A. The Department does not owe any payments to Contractor under the terms of this contract. Contractor will be paid solely on the basis of percentages of the net sales price for items sold at auction. Contractors shall be fully responsible for any costs that they might incur in providing the services required under this contract (i.e., storage, administrative costs, etc.). Moreover, the Department will not share in any of the costs of shipping, handling, or transporting any of the invoiced property.

B. Contractor will be paid the following percentages of the net sales prices for invoiced property sold at auction:

   For all property: Contractor will get 50% of the first $1,000 of the net sales price of each individual item of invoiced property sold and 25% of the net sales price of the amount over $1,000 for each individual item of invoiced property sold.

C. After Contractor takes its contractual percentage(s) of the net sales prices for all items of invoiced property sold at auction, all remaining amounts from the net sales prices shall be due to be paid by Contractor to the Department.

D. To the extent that Contractor derives a benefit from the sale of scrap material that was collected from the Department, then Contractor will retain the same percentage from such sales as it would retain from the sale of other items over the internet under this Agreement, and the remainder of the proceeds from such sales of scrap material would be forwarded to the NYPD.

E. All percentages to be paid to Contractor shall be based upon the net sales price of items sold as defined in this Agreement. Any shipping/ freight, handling, and sales taxes shall be paid by purchaser and are NOT part of the net sales price. In determining the amount of the net sales price of items sold, any such charges (shipping/ freight, handling, & sales taxes) are only used in calculating the amount of the credit card fee and not for any other purpose. Also, in calculating the net sales price, Contractor shall be limited to subtracting from the sales price only the amount that the Contractor is actually charged by the credit card company. Contractor shall not impose any additional fee or charges over what the credit card companies charge Contractor. All shipping and handling fees charged to purchasers of invoiced property items at auction shall be reasonably related to the actual

shipping and handling costs incurred by Contractor for the particular items that have been purchased.

F. Fidelity Bond:

Contractor will be required to post a fidelity bond in the amount of $250,000.

G. Contractor will perform all of the computer hardware and software work required by Section III.L. of this Agreement at no cost to the Department.

H. It is expressly acknowledged by both Contractor and the Department that the Department does NOT agree to the affiliate fee that was proposed by Contractor in its Price Proposal (Appendix D). Contractor therefore agrees not to charge the Department any affiliate fees throughout the term of this Agreement. Contractor also agrees not to use any affiliate fee in any manner in the calculation of the amounts that it will pay to the Department under the terms of this Agreement.

V. PAYMENTS DUE TO THE DEPARTMENT BY CONTRACTOR

A. By the 15th day of each month or the first business day thereafter, the Contractor will complete calculations of the full amount of money owed to the Department on all sales from the previous month and forward a corresponding check to the Department within 5 business days thereafter. Each month's check must be accompanied by a detailed report of all sales activity for the preceding month indicating the details of every winning bid awarded, scrap value sales, and credit card processing fees.

Payments are to be forwarded to the Department at the following address(es):

New York City Police Department
Director, Audit & Accounts Section
One Police Plaza, Room 1016
New York, N.Y. 10038.

Copies of the payment checks as well as the monthly reports accompanying the checks should also be sent to:

New York City Police Department
Deputy Chief Jack Trabitz
Property Clerk Division
One Police Plaza, Room 208
New York, New York 10038

New York City Police Department
Accounting Unit
Accountant Norman Shapiro

Property Clerk Division
Pearson Place Warehouse
47-15 Pearson Place
Long Island City, New York 11101

VI. SCHEDULING & LIQUIDATED DAMAGES

A. Contractor agrees to accommodate the reasonable needs of the Department in scheduling all necessary work under this Agreement in order to fulfill the needs of Department under this contract.

B. Contractor recognizes that the successful auctioning of its invoiced property is very important to the Department and understands that it must provide the services required by this contract with maximum quality, timeliness and efficiency. In particular, it is of critical importance to the Department that property that is to be sold be collected in a timely fashion from the NYPD storage facilities and auctioned off in a timely and effective manner.

C. Timely Collection From NYPD Storage Facilities:

Contractor will designate and assign specific trucks and personnel **exclusively** for servicing the Department's contract.

All previously Scheduled Pickups must be made within three (3) hours of the scheduled pickup date and time. All on-demand pickups will be made within 24 hours after notice. The failure of Contractor to make either a scheduled pick-up or an on-demand pick-up within the timeframes set forth in this section shall result in Contractor paying liquidated damages to the Department in the amount of is $50 per occurrence, excluding *force majeur* circumstances as defined in Section VII.3 of this Agreement.

D. Timely Auction of Collected Property

Once items are collected, Contractor will transport them to its processing facility in a timely manner. At the processing center each item will be prepared for auction in a way to maximize value by identifying the specific needs of each item. In determining the marketability of each item Contractor will take into account such factors as sorting and grouping, testing, appraisal and research, and supply and demand considerations. Identifying the appropriate type and amount of processing for each and every item is how Contractor maximizes the auction selling price for property. Contractor agrees to process all items as expeditiously as possible.

All items will be listed and made available for auction within two business days of the completion of the processing required to maximize its auction value. Contractor agrees to pay liquidated damages in the amount $50 of its contractual share of the net sales price for each item that is not put up for auction within two days of the completion of processing, excluding *force majeur* circumstances as defined in Section VII.3 of this Agreement.

E. Any liquidated damages amounts that are payable under the provisions of this Agreement shall be deducted from Contractor's contractual share of proceeds from the sales of items of invoiced property. To the extent that at some point in the contract any liquidated damages due under this Agreement exceed any remaining monies contractually due to the Contractor from which the liquidated damages may be deducted, then Contractor shall be obligated to pay any additional such amounts to the Department.

VII. GENERAL PROVISIONS & TERM OF AGREEMENT

1. The term of this agreement shall be for a period of five (5) years (1,826 consecutive calendar days) commencing upon the date stated in the written notice from the Department's Agency Chief Contracting Officer to commence services. The Department in its sole discretion shall have the right to exercise up to two (2), two (2) year and six month renewal options at the completion of the original term. All of the terms and conditions that are in effect during the original contract term will remain in effect during the renewal options.

2. Validity: The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.

3. Force Majeure: The Contractor shall not be responsible for failure or delay in performing any obligation under this Agreement due to causes beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, acts of public enemies, war, insurrection, salvage, epidemic, quarantine, restrictions, embargoes, failures or delays in transportation or in sources of supply of parts, services or components, delays in obtaining consents or approvals from the Department, its Project Manager, or acts of God.

4. Appendix A and General Conditions relating to Agreement: The provisions of Appendix A annexed hereto entitled "Supply & Service – Terms and Conditions for Information Technology Proposals", which was attached to the Request for Proposals, are incorporated herein and made part of this agreement. To the extent there is a conflict between the terms of this Agreement and Appendix A, the terms and conditions of this Agreement shall control.

5. Notices: All notices or other communications (other than payments and reports which are dealt with in Section V above) required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person or five (5) days after the date deposited with Federal Express, any other international expedited mail service, or by certified mail, postage prepaid, addressed to the addresses of the parties set forth below:

Contractor: Notices should be sent to: **Thomas Lane, Founder & Secretary, PropertyRoom.Com, Inc., 26421 Crown Valley Parkway, STE 200, Mission Viejo, California 92691**

Department: Notices should be sent to: **New York City Police Department, Commanding Officer, Property Clerk Division, 1 Police Plaza, Room 208, New York, New York 10038**

Copies of all Notices should also be sent to: **New York City Police Department, Commanding Officer, Support Services Bureau, 1 Police Plaza, Room 1201, New York, New York 10038; and**

New York City Police Department, Contract Administration Unit, 51 Chambers Street, Room 310, New York, New York 10007, Attn: Agency Chief Contracting Officer.

Each Party shall notify the other party in writing by the methods specified in this section if there are any changes in addresses or in the names or titles of the contact persons. After any such written notification of a change of address, all subsequent notices shall be sent to the new address.

5. **Entire Agreement:** This Agreement constitutes the entire agreement between the Department and Contractor and may be modified only by further written agreement between the parties hereto. This Agreement consists of the following:

A) AGREEMENT FOR THE PROVISION OF INTERNET BASED AUCTIONING OF INVOICED PROPERTY FOR THE POLICE DEPARTMENT OF THE CITY OF NEW YORK - PIN # 056090000665

B) Appendix A - "Supply & Service – Terms and Conditions for Information Technology Proposals" (& Attached Schedule A and General Conditions for IT Projects)

C) Appendix B - Request for Proposals issued by the New York City Police Department and Addendum # 1 dated July 27, 2009 and Addendum # 2 dated August 6, 2009

D) Appendix C – Attachment F to the RFP - Computer Hardware & Software to be Provided by Contractor

E) Appendix D - Contractors Price Proposal

F) Appendix E – Contractor's Program Proposal

NOTE: The terms and conditions of the Contractor's compensation have been specified in this AGREEMENT FOR THE PROVISION OF INTERNET BASED AUCTIONING OF INVOICED PROPERTY FOR THE POLICE DEPARTMENT OF THE CITY OF NEW YORK - PIN # 056090000665. Thus, the terms and conditions stated in this AGREEMENT control to the extent that there is any conflict between these provisions and the provisions in the Contractor's proposal.

If any conflict develops in the interpretation or definition of any tasks, terms, provisions, deliverable product, or responsibility between the Agreement and the documents incorporated herein, said conflict shall be resolved by giving precedence to the several documents in the following order:

1. Agreement for the provision of Internet Based Auctioning of Invoiced Property for the Police Department of the City of New York – PIN# - 056090000665
2. Appendix A
3. Appendix B

4. Appendix C
5. Appendix D
6. Appendix E

IN WITNESS WHEREOF, the parties have executed this five copies of this Agreement on the day and year first above written, three copies to remain with the Department, one copy to be filed with the Comptroller of the City of New York, and one copy to be delivered to the Contractor.

THE CITY OF NEW YORK POLICE DEPARTMENT

BY: Edward J Allocco
Edward J Allocco
Deputy Commissioner
Management & Budget

2/1, 20 10
Date

PROPERTYROOM.COM, INC.

BY:
Name: Thomas Lane
Title: Founder/Secretary

12/4, 20 09
Date

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

BY:
Acting Corporation Counsel—City of New York

NOV 18 2009
DATE:

ACKNOWLEDGMENT BY COMMISSIONER

State, City and County of New York, Ss:

On this 1st day of February, 2010

before me personally came Edward Allocco to me known and known to me to be the Deputy Commissioner of the NYPD of the City of New York, the person described as such in and who as such executed the foregoing instrument, and he acknowledged to me that he executed the same as Commissioner for the purposes therein mentioned.

Subscribed and sworn to me
This 1st day of February, 2010.

Jordan L. Glickstein
Notary Public or Commissioner of Deeds

JORDAN L. GLICKSTEIN
Notary Public, State of New York
No. 02GL5054560
Qualified in Kings County
Commission Expires 01/16/2014

ACKNOWLEDGMENT BY CONTRACTOR

On this 21 day of December 2009, personally came Thomas Lyne who being by me duly sworn, did depose and say the s/he is the is authorized to execute the foregoing document on behalf of said entity.

Subscribed and sworn to me
This 21 day of December, 2009.

EDWARD J. GRIMA
Notary Public, State of New York
No. 01GR6210393
Qualified in Nassau County
Commission Expires August 17 2013

Edward J. Grima
Notary Public or Commissioner of Deeds

VENDOR'S AFFIRMATION

The undersigned Vendor affirms and declares that said Vendor is not in arrears to the City of New York upon debt, Contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public Contracts except

_____.

Full name of Vendor: Property Room.com

Address: 26421 Crown Valley Parkway Suite 200

City Mission Viejo State CA Zip Code 92691

Signature of Vendor (or on behalf of vendor) _____

CHECK ONE AND INCLUDE APPROPRIATE NUMBER:

A - ____ Individual or Sole Proprietorship*

SOCIAL SECURITY NUMBER ___-__-____

B - ____ Partnership, Joint Venture or other non-incorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

C - X Corporation (If a corporation place seal below)

EMPLOYER IDENTIFICATION NUMBER 86-056202

*Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City Contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying businesses which seek City Contracts.

APPENDIX A

SUPPLY & SERVICE – TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGY PROPOSALS & ATTACHED SCHEDULE A AND GENERAL CONDITIONS FOR IT PROJECTS

THE CITY OF NEW YORK
POLICE DEPARTMENT

APPENDIX A
SUPPLY AND SERVICE
TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGY PROPOSALS

ARTICLE 1 - THE CONTRACT

This Agreement is subject to the rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of the Agreement, the Rules shall take precedence.

ARTICLE 2 - DEFINITIONS

The following words and expressions, or pronouns used instead, shall, wherever they appear in this contract, be construed as follows, unless a different meaning is clear from the context:

- "ACCEPTANCE TESTING" shall mean the process for testing each Milestone and/or Deliverable of the Work as described in the SPECIFICATIONS as agreed upon in the Acceptance Test Plan
- ."ADDENDUM" or "ADDENDA" shall mean the additional contract provisions issued in writing by the Commissioner prior to the receipt of Proposals.
- "AGENCY" shall mean a city, county, borough or other office, position, department, division, bureau, board or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.
- "AGENCY CHIEF CONTRACTING OFFICER (ACCO)" - Position delegated by Authority of the Agency Head to organize and supervise the procurement activity of subordinate agency staff in conjunction with the CCPO.
- "AWARD DATE" shall mean the date that the Agreement is registered with the City of New York Office of the Comptroller.
- "CHANGE ORDER" shall mean a document executed by the City and the Contractor modifying or amending this Contract where such modification reflects the parties' agreement to include Extra Work.
- "CITY" shall mean the City of New York, party of the first part.
- "CITY CHIEF PROCUREMENT OFFICER (CCPO)"- Position delegated Authority by the Mayor to coordinate and oversee the procurement activity of mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction.
- "COMMISSIONER (or AGENCY HEAD)" shall mean the Police Commissioner of the City of New York, or his duly authorized representative designated in writing by the Commissioner.
- "COMPTROLLER" shall mean the Comptroller of the City of New York.
- "COMPUTER SOFTWARE," means computer programs, computer databases, and documentation thereof.
- "CONTRACT" or "CONTRACT DOCUMENTS" shall mean the Agreement for the procurement ("Agreement") and the documents listed in Section II (Y) therein.
- "CONTRACTOR" shall mean the party of the second part hereto, whether corporation, firm or individual, or any combination thereof, and its, their or his successors, personal representatives, executors, administrators

and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this contract.

- "CONTRACT DRAWINGS" shall mean only those drawings specifically entitled as such and listed in the Specifications or in any addendum thereto, or any detailed drawings furnished by the Commissioner, referenced therein, pertaining or supplemental thereto.

- "CONTRACT PRICE" shall mean the price agreed to be paid by the City for the Work performed hereunder as set forth in the Agreement and any Change Orders agreed to hereunder.

- "CONTRACT WORK" (Or "THE WORK") shall mean everything required to be furnished and done by the Contractor under this Agreement , including Extra Work as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Project Manager shall determine which shall prevail..

- "CUTOVER" shall mean that the System functionality has been successfully tested.

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- "DEPARTMENT, " "Police Department," or "NYPD," shall mean the New York City Police Department acting by and through the Commissioner thereof, or his duly authorized representative.

- "DIRECTED, "required", "permitted", "ordered", "designated", "selected", "prescribed", or words of like import used in the Specifications, or upon the drawings (if any) shall mean, respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager; and similarly the words "approved", "approved manner", "approval", "acceptable", "satisfactory", "equal", "necessary", or words of like import shall mean, respectively, approved by, or acceptable or satisfactory to, or equal, or necessary in the opinion of the Project Manager.

- "ENGINEER" shall have the same meaning as "Project Manager".

- "EXTRA WORK" shall mean work other than that required by the Contract at the time of its execution which shall be performed by Contractor upon agreement to a Change Agreement or Change Order.

- "FINAL ACCEPTANCE" shall mean the acceptance of all System Performance Milestones as defined in the Agreement . Final Acceptance by the Commissioner shall be evidenced by his signature upon his certificate of completion and acceptance filed in the Office of the Comptroller, copy of which shall be sent to the Contractor.

- 'FINAL COMPLETION" shall mean the acceptance of the system by the City, as further defined in the Agreement.

- "INSPECTOR" shall mean any representative of the Project Manager designated to act as an inspector.

- "LAW" or "LAWS" shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, and any ordinance, rule or regulation having the force of law.

- "LEGAL PROCEEDING" shall mean every action, litigation, arbitration, administrative proceedings, and other legal or equitable proceeding of any kind whatsoever.

- "LIENS" shall mean any and every lien of any kind whatsoever against the Work, any monies due or to become due from the City to Contractor, and/or any other property of the City, for or on account of the Work, including any Public Lien.

- "MANUFACTURER" -- See "Supplier."

- "MATERIALMAN" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor, or any subcontractor to fabricate or deliver, or who actually

fabricates or delivers, plant, materials or equipment to be incorporated in the work.

- "NEW YORK STATE" or "State" shall mean the State of New York.
- "NOTICE" shall mean a written notice.

- "NOTICE OF INTENT TO AWARD" shall mean a document that apprises the Contractor that the City intends to award the Contract to the Contractor and instructs the Contractor to execute the Agreement.
- "NYPD" shall mean the New York City Police Department.
- "ORIGINAL EQUIPMENT MANUFACTURER" or "O.E.M." shall mean the standards, requirements, recommendations of the respective Manufacturer.

- "OTHER CONTRACTORS" shall mean any Contractor (other than the party of the second part or his subcontractors) who has a contract with the City for work on or adjacent to the building or sites of the Work.
- "PHASE" shall mean a discrete portion of the Work as described in the Specifications.
- "PROCUREMENT POLICY BOARD" (PPB)- The Procurement Policy Board is a permanent agency of the City of New York whose functions are to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.
- "PROJECT" shall mean the public improvement to which this Contract relates.
- "PROJECT MANAGER" shall mean the representative of the Commissioner duly designated by him to be his representative at the site of work.
- "REQUIRED QUANTITY" in a unit price contract shall mean the actual quantity of any item of work or materials which is required to be performed or furnished in order to comply with the contract.
- "REQUIREMENT CONTRACT" shall mean that the Commissioner will order (if applicable and so designated), during the term of this Contract, all services and supplies that may be needed, if any, by any or all NYPD-Bureaus regardless of the estimated quantities in this Contract. The Commissioner may, with the consent of the Contractor, extend the term of this Contract if so stated in the Specifications.

- "RESTRICTED COMPUTER SOFTWARE" means computer software developed at private expense and that is a trade secret; is commercial or financial and confidential or privileged; or is published copyrighted computer software; including modifications of such computer software.

- "SITE" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Project Manager.

- "SPECIFICATIONS" shall mean the directions, requirements and standards of performance apply to the Work as set forth in the Contractor's final Proposal documents dated Octover, 2001, Appendix B to the Agreement except as amended by the Department's Requirements set forth in Section I.B.1 of the Agreement and except as amended by the final Functional Specifications and Design Documents agreed upon by the parties as provided in Section I.B.4 of the Agreement. "STANDARD" means a document that establishes engineering and technical limitations and applications of items, materials, processes, methods, designs, and engineering practices. It includes any related criteria deemed essential to achieve the highest practical degree of uniformity in materials or products, or interchangeability of parts used in those products.

- "SUBCONTRACTOR" shall mean any person, firm or corporation, other than employees of the Contractor,

who or which contracts with the Contractor or his subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the site.

- "SUBSTANTIAL COMPLETION" shall pertain to the implementation portion of the Agreement and shall mean acceptance by the Department of the System. System Performance milestones and all milestones preceding such milestones and the delivery of all manuals and drawings specified for delivery in the Specifications in a final form acceptable to the NYPD.

- "SUPPLIER" shall mean an individual or organization who furnishes materials, equipment or supplies including system hardware and software to the Contractor either directly or indirectly, for incorporation in the Work.

- "SYSTEM" shall mean the deliverables required and provided for in APPENDIX B.

- "TREASURER" shall mean the Finance Administrator of the City of New York.

- "VOLUNTARY STANDARD" means a standard established by a private sector body and available for public use.

ARTICLE 3 - CHARACTER OF THE WORK

Unless otherwise expressly provided in the Agreement, Contract Drawings, Specifications and Addenda, the Work must be performed in accordance with the best modern practice, with materials and workmanship of the highest quality, to the satisfaction of the Commissioner and in accordance with the description of the Work in the Specifications.

3.1 RIGHT TO KNOW

Where applicable, as per the NYS "Right to Know" law and the Federal OSHA Hazard Communication standard 29 CER 1200, Contractors providing services to the NYPD are required to submit appropriate Manufactures Safety Data Sheets (MSDS) when using chemically based substances on NYPD premises. Failure to provide the relevant MSDS may cause contract to be deemed informal and thus unacceptable for award or, if work is already in progress, may result in the termination of your contract (with applicable penalties).

If any of your Vendors or Contractors have any questions regarding this regulation, they may contact the Authority listed below for clarification:

BUREAU OF TOXIC SUBSTANCE ASSESSMENT
New York State Health Department
Tower Building, Empire State Plaza
Albany, New York 12237
(518)473-3793

ARTICLE 4- PERIOD OF PERFORMANCE AND THE CONTRACT PROVISIONS

4.1 The period of performance of this Contract shall be as hown in Specifications of this Contract, Schedule A, commencing on the date shown in the NYPD's order to commence work letter.

4.2 PROCESS SCHEDULE - To enable the Work to be laid out and prosecuted in an orderly and expeditious manner the Contractor, within thirty (30) days after receipt of the commence work letter, shall submit to the project manager a Preliminary Schedule Document as called for in the Specifications of this Contract showing:

(a) The anticipated time of commencement and completion of each of the various operations to be performed under this Contract; and

(b) The sequence and interrelationship of each of these operations with the others and with those of other related contracts; and

(c) The estimated time required for fabrication or delivery, or both, or all materials and equipment required for the Work.

Upon approval by the Department of the Preliminary Schedule Document, the Contractor shall within ten (10) days submit to the Project Manager a proposed Final Schedule Document including revisions to the schedule based on the information gathered during development of the Functional Design for the System. Unless more time is requested, the City's Project Manager will, within five (5) business days of receipt of the proposed Final Schedule Document, approve, or in good faith negotiate the schedule to be agreed upon in the Final Schedule Document.

4.3 Contractor's Detailed Schedule of Work-- The Contractor shall schedule the Project in accordance with the technical requirements set forth the Specifications. The Contractor shall have broad discretion in scheduling the Project. The NYPD's basis for disapproval of any Schedule Document shall generally be limited to a determination that the Work sequence lacks logic, is unreasonable, is incomplete or is inconsistent with any other contractual requirement, such as a phasing plan. With respect to any submission by the Contractor under this Article, no review, acceptance or approval by the Project Manager shall release or relieve the Contractor from its obligation to fully and properly complete the Work, or any other duty, responsibility or liability imposed on it under this Contract, including, but not limited to the obligation to complete the Work as provided for in the Agreement unless such release is explicit and is given in writing. No such review, acceptance or approval shall constitute an agreement, concurrence or acquiescence on the part of the NYPD that the Contractor will be able to proceed with or complete the Project in accordance with the schedule contained in the reviewed, accepted or approved Schedule Document, unless such agreement concurrence, or acquiescence, is is given in writing.

4.4 Receipt by the NYPD of an updated or revised Schedule Document shall not be construed to mean that the Project Manager agrees that the progress of the Work is as shown or indicated therein or that the updated or revised Schedule Document is acceptable to the Project Manager unless a change in the Schedule Document is agreed upon in writing. Any change to the Schedule Document which results in a change in the milestone schedule dates shall be documented in an amendment or change order to the Agreement which must be registered with the Comptroller's office. Neither the inclusion of changes into a Schedule Document by the Contractor nor the acceptance or approval of or acquiescence in, by the Project Manager thereof shall be construed as constituting extensions of time to the Contract duration unless a change in the Schedule Document is agreed upon in writing. Such changes are to be deemed to be for the purpose of keeping the schedule up-to-date in order to reflect the Work to be accomplished and to include the best time estimate for Work yet to be completed. Receipt by the Project Manager of the detailed Schedule Document required to be submitted by the Contractor pursuant to this Article shall be a condition precedent to the Contractor's entitlement to any payment. In the event that the Contractor submits, and the Project Manager approves, a Project Schedule Document calling for a shorter Contract Completion date, the approved shorter Contract Completion date shall be deemed to be the Contract Completion date.

4.5 In the event that an updated Schedule Document is not timely submitted by the Contractor or is determined by the Project Manager to be grossly inadequate, the NYPD may, in its discretion and for its own internal use, update the Schedule Document with its own forces or through a consultant/contractor and charge the Contractor the costs thereof, provided, however, that this shall not relieve the Contractor of its obligation to submit such updated Schedule Document.

4.6 The Final Schedule Document shall be agreed upon by the parties as set forth in the Specifications. A proposed Schedule Document is included in theAgreement. In the event the Final Schedule Document changes any of the milestone schedule dates set forth in the Agreement such change must be documented in an amendment or change order to the Agreement which must be registered with the Comptroller's office.

4.7 If the Contractor shall fail to adhere to the approved Final Schedule Document, or to the schedule as revised in accordance with this Article, he must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion in accordance with such schedule.

4.8 REQUEST FOR INFORMATION OR APPROVAL - From time to time as the Work progresses

and in the sequence indicated by the approved Schedule Document, the Contractor must submit to the Project Manager a specific request in writing for each item of information or approval required by him. These requests must state the latest date upon which the information or approval is actually required by the Contractor, and must be submitted sufficiently in advance thereof to allow the Project Manager a reasonable time to act upon such submissions or any necessary re-submissions thereof. Contractor's submission to the Project Manager of weekly status reports including upcoming schedule of events and City action items shall constitute the written request for information required hereunder. In the event the status report accurately reflects the parties' agreement on time schedules for delivery of information and approvals, the City shall comply with such agreed schedule in submitting the information or approval requested.

4.9 The Contractor shall not have any right to an extension of time on account of delays due to his failure to submit his requests for the required information or the required approval in accordance with the above requirements.

4.10 NOTICE OF CONDITIONS CAUSING DELAY - Within ten (10) business days after Contractor learns of any condition which is causing or may cause delay in Contractor's performance in accordance with the Schedule Document, including conditions for which the Contractor may be entitled to an extension of time, the Contractor must notify the Project Manager in writing of the effect, if any, of such condition upon the previously approved Schedule Document, and must state why and in what respects, if any, the condition is causing or may cause such delay.

4.11 Failure strictly to comply with this requirement may, in the discretion of the Commissioner, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, Extra Work, suspension, or other condition. Such failure shall also constitute a waiver, by the Contractor, of any and all claims for damages for delay arising therefrom.

4.12 If and when appropriate, the Schedule Document shall be revised by the Contractor as and when agreed upon by the Project Manager and Contractor, and when approved by the Project Manager, the revised Schedule Document must be strictly adhered to by the Contractor.

4.13 COORDINATION WITH OTHER CONTRACTORS - During the progress of the Work, other Contractors may be engaged in performing other work in the project area. In that event the Contractor shall coordinate the Work to be done hereunder with the work of such other Contractors in such manner as the Project Manager may reasonably direct.

4.14 If the Project Manager shall determine that the Contractor is failing to coordinate his Work with the work of other Contractors as the Project Manager has reasonably directed:

A. The Commissioner shall have the right to withhold any payments otherwise due hereunder until the Project Manager's directions are complied with by the Contractor, and

B. The Contractor shall indemnify and hold the City harmless from any and all claims or judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Project Manager's directions promptly; and

C. The Comptroller shall have the right to exercise any applicable powers reserved in to it under the City Charger with respect to any claims which may be made for damages due to this Contractor's failure to comply with the Project Manager's direction promptly.

4.15 If the Contractor notifies the Project Manager in writing that another contractor on this project is failing to coordinate his work with the Work of this Contract as directed, the Project Manager must promptly issue such directions to the other contractor with respect thereto as the situation

may require. The City shall not, however, be liable for any damages suffered by this Contractor by reason of the other Contractor's failure to promptly comply with the directions so issued by the Project Manager, or by reason of another Contractor's default in performance, it being understood that the City does not guarantee the responsibility or continued efficiency of any contractor. However, the Project Manager shall, in good faith, reasonably approve any change in the Schedule Document, reflecting any delay in Contractor's performance necessitated by the failure of the other contractor to coordinate its work with the Work of Contractor hereunder and shall relieve Contractor from any claims against Contractor resulting from the other contractor's failure to coordinate its work with the Work of Contractor hereunder.

4.16 Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the City for the performance of work upon the site or of work which may be necessary to be performed for the proper prosecution of the Work to be performed hereunder or through any act of omission of a subcontractor of such contract, the Contractor shall have no claim against the City for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provisions which, the City warrants, shall have been or will be inserted in the contracts with such other contractors.

4.17 Should any other contractor having or who shall hereafter have a contract with the City for the performance of work upon the site sustain any damage through any act of omission of the Contractor hereunder or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other contractor for all such damage and the indemnify and hold the City harmless from all such claims.

4.18 FURNISH, DELIVERY, INSTALLATION, ACCEPTANCE AND REJECTION

A. The Contractor shall furnish all of the Work described in the Specifications. The Contractor is responsible for the complete installation of all software, equipment and required services as described in the Specifications. All equipment will be installed according to the manufacturer's specifications. The Work shall undergo a series of tests during the installation and modification process in accordance with Acceptance Testing procedures agreed upon in accordance with the Acceptance Test Plan agreed upon by the parties. These tests shall provide basic assurance that the various components of the Work operate as specified in the Specifications. On request, the Contractor shall be prepared to demonstrate any function of the Work prior to the start of the Acceptance Testing.

B. Upon certification by the Contractor that the various components of the Work are ready for Acceptance Testing, such Testing shall be conducted in accordance with the terms of the Agreement .

C. The Contractor shall be responsible for ensuring that the Work conforms to the requirements for successful completion of Acceptance Testing as agreed in the Acceptance Test Plan.

D.The right of inspection by the NYPD herein provided is intended solely for the NYPD' benefit; and the Contractor covenants and warrants that the Work performed hereunder shall, at the time of Final Acceptance and through the period of warranty, be free from defects in workmanship and material and shall perform in accordance with the criteria agreed upon by the parties in the Acceptance Test Plan.

E. The NYPD reserves the right to temporarily suspend the performance of the whole or any part of the Work, if it shall deem it in its best interest to do so. Such suspension, shall be made without compensation to the Contractor for such suspension other than extending the time for completing the Work as much as in the opinion of the NYPD the Contractor may have been delayed by such suspension. In order to minimize the additional costs imposed upon the Contractor for project delays resulting from temporary suspensions of project work, the parties agree that, in the event Contractor is unable to proceed with its Work due to the lack of activity on the part of the City, and the City does not anticipate a timely resumption of activity enabling the Contractor to proceed, the City will, in a timely manner, issue a Notice of Suspension, enabling the Contractor to redeploy its resources. In the event that no substantial activity on the part of the City has taken place for a period of 20 days, Contractor shall notify the City, in writing, of its intent to deem Notice of Suspension to have been given. Unless the City resumes normal project activity within ten (10) days of receipt of such written notice, Notice of Suspension will be deemed to have been given enabling the Contractor to redeploy its resources. Upon such suspension, the Contractor shall be entitled to payment for any completed

milestones in accordance with the Milestone Payment Schedule in the Agreement and for any partially completed milestones in accordance with the dollar values agreed upon in the description of tasks included in the Work Breakdown Structure in the detailed Project Schedule.

The Preliminary Schedule Document, to be delivered in accordance with Section 4.2 above, and subject to NYPD's approval, will include a detailed Work Breakdown Structure (WBS) of tasks and dollar amounts relative to the overall fixed price of the project associated with each task. In the event the Agreement is suspended as provided herein, or terminated by NYPD for its convenience as provided in Section 13.1 herein, Contractor shall receive payment in accordance with the dollar amount indicated in the WBS for partially completed milestones.

Upon receipt of written notice that the City is able to resume normal project activity, the Contractor shall reconstitute a project team and the parties will agree on a new Schedule document for completion of the project. The new project Schedule will be substantially the same as the Schedule prior to the suspension, taking into account the period of suspension. Contractor shall use all commercially reasonable efforts to reconstitute a project team and to resume project work within thirty (30) days of receipt of notice to resume.

F. Upon Substantial Completion, as defined above, of the Project Manager will issue a Certificate of Substantial Completion

G. In the event the required level of reliability is not demonstrated to the satisfaction of the NYPD during the 30 day System Performance Period portion of the Acceptance Testing, the acceptance test/System Performance Period shall be extended until the required performance level has been demonstrated as agreed upon in the Acceptance Test Plan.

H. Delivery and installation shall not be made on a Saturday, Sunday, or NYPD observed holidays unless so authorized by the Project Manager.

J. Prior to delivery and installation of the Work, the Contractor shall give the NYPD at least five (5) business days advance notice by contacting the Project Manager.

4.19 Final Completion shall occur when all work, including warranty and extended warranty and maintenance has been successfully completed and accepted by the Department.

ARTICLE 5 - PAYMENT

The Prompt Payment provisions set forth in Chapter 4, Section 4-06, of the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made under this Contract.

The Contractor must submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment. Subject to the PPB rules, NYPD will make payments associated with the implementation portion of the project in accordance with the Milestone Payment Schedule included in theAgreement.

Determinations of interest will be made in accordance with the provisions of Section 5-07 of the Procurement Policy Board Rules and General Municipal Law (Section 3-a).

If the Contractor is paid interest, the proportionate share of that interest shall be forwarded by the Contractor to its subcontractor(s).

The Contractor shall pay each subcontractor (including a materials supplier) not later than seven (7) days after receipt of payment out of amounts paid to the contractor by the City for work performed by i n a timely manner in accordance with payment terms agreed upon by Contractor and the subcontractor or supplier under this Contract.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to make payment to each of its lower-tier subcontractors or suppliers for work performed under this contract in the same

manner and within the same time period set forth above.

ARTICLE 5a. AWARDED PRICE

For the Contractor's complete performance of the Work, the City will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the lump sum price or unit prices at which this Contract was awarded, and as set forth in the AGREEMENT plus the amount required to be paid for any Extra Work ordered by the Commissioner under Article 17 hereof, less credit for any Work omitted pursuant to this Agreement.

ARTICLE 5b. SUBMISSION OF REQUESTS FOR PAYMENT

If this Contract allows for partial payments for lump sum work or unit price, the Contractor shall submit a maximum of one request for payment per month (30 day period). Requests for payments in excess of one per month will be returned to the Contractor; such invoices will not be subject to the Prompt Payment conditions of 37 of the Information For Vendors.

5b.1 The City agrees to pay and the Contractor agrees to accept, as full consideration for the complete and satisfactory performance of the Work required herein, the amount set forth in Agreement plus the amount required to be paid for any Extra Work ordered and agreed upon hereunder.

5b.2 The Contractor shall submit numbered invoices for payment in accordance with the payment schedule established in the Agreement. Such invoices shall set forth the Work for which payment is requested, and approval thereof of the Department shall be a prerequisite to payment. All payments shall be subject to such provisions for set off as may be set forth in this Agreement and in the Specifications attached hereto.

5b.3 Payments shall be made out of such moneys as may be reserved by the Comptroller of the City of New York for the purpose herein provided.

5b.4 The Contract and all payments hereunder shall be subject to audit by the NYPD and post audit by the Comptroller of the City in accordance with the New York City Charter and Administrative Code.

5b.5 The City of New York is exempt from the payment of any Federal, State and City sales or excise taxes.

ARTICLE 6- INSURANCE, LIQUIDATED DAMAGES, MAINTENANCE AND GUARANTY

6.1 INSURANCE

During performance and up to the date of Final Acceptance, the Contractor must effect and maintain insurance of the kind and at the limits set forth in the General Conditions, Schedule "A". **All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-7 or a Standard and Poor's rating of at least AA, unless prior written approvals is obtained from the New York City Mayor's Office of Operations.**

6.2 LIQUIDATED DAMAGES

Contractor shall pay liquidated damages as provided in the Agreement.

Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification under this Agreement, or the Contractor's obligation to indemnify the City. or to any other remedy provided for by contract or by law.

The Comptroller will deduct and retain out of the moneys which may become due hereunder, the amount of such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to issue a credit for the difference upon

demand by the Comptroller.

6.3 MAINTENANCE AND GUARANTY

The Contractor must promptly repair or replace, any finished Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one year warranty period subsequent to the date of Substantial Completion and for any subsequent period of maintenance agreed upon hereunder.

Notice by the Commissioner to the Contractor to repair or replace such defective or damaged Work shall be timely if given no later than ten (10) days subsequent to the expiration of the one (1) year warranty period provided for herein.

If the Contractor shall fail to repair or replace such defective or damaged Work withinthe time period agreed upon in the Specifications, the Commissioner shall have the right to have the Work done by others in the same manner as is provided for the completion of a defaulted contract, under Article 13 hereof and to deduct the cost thereof from the amount retained hereunder. The balance, if any, shall be returned to the Contractor without interest.

If the amount so retained be insufficient to cover the cost of such work, the Contractor shall be liable to pay such deficiency on demand by the Comptroller.

The Project Manager's certificate setting forth the actual cost of repairing or replacing any damaged or defective work when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor provided it reflects the actual and true cost.

The Contractor shall obtain all manufacturer's warranties and guaranties of all equipment and materials required by this Contract in the name of the City of New York and shall deliver same to the City.

6.4 RETAINED PERCENTAGE - IF SO STATED IN SCHEDULE A

The City will retain five percent (5%) of each partial payment made during the implementation phase of the project. This holdback amount is to be paid at the completion of the Warranty period (within one year of Substantial Completion).

6.5 ACCOUNTING OF RETAINED AMOUNTS

On each anniversary of the effective date of this Agreement, the City will provide Contractor with a statement of all amounts retained hereunder including the City's budget codes associated with the retained amounts.

ARTICLE 7 - LIABILITY OF CONTRACTOR

7.1 GENERAL LIABILITY

A. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person and for all damage to any personal and/or real property (intellectual property indemnification is addressed in Article 7.3) sustained during its operations and Work under this Agreement to the extent resulting from any negligent acts or willful misconduct of Contractor and any of its officers, trustees, employees, agents, servants, or independent contractors, and shall hold harmless and indemnify the City from liability for all third party claims for damages on account of such injuries or death to any such person or damages to property on account of such negligent acts or willful misconduct of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors. The Contractor shall be solely responsible for the safety and protection of all of its employees and shall be solely responsible for worker's compensation to any such employees due to injury sustained by such employee in the course of Contractor's performance hereunder .

B. In the event that a claim is made for which the City may be entitled to indemnification for any act included in paragraph A above, then the City shall have the right to withhold further payments hereunder for the

purpose of setoff in sufficient sums to cover the said claim or action. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

C. The City shall provide Contractor prompt written notice of any claim for which indemnification is sought hereunder and shall further provide Contractor reasonable assistance in the defense of such claim and the sole authority to defend and/or settle the claim.

7.2 PROTECTION OF CITY PROPERTY AND RISK OF LOSS TO THE WORK

A. The Contractor assumes the risk of, and shall be responsible for any loss or damage to the City's personal and/or real property including property and equipment leased by the City, used in the performance of this Agreement, and caused, either directly or indirectly, by the negligent acts, conduct, omissions, or lack of good faith or willful misconduct of the Contractor, its officers, managerial personnel employees, or any person, firm, company, agent or other engaged by the Contractor as expert, consultant, specialist or subcontractor hereunder.

B. In the event that any such City personal and/or real property is lost or damaged except for normal wear and tear, or to the extent that such property is consumed in the performance of this Agreement then the City shall have the right to withhold further payments hereunder for the purpose of setoff in sufficient sums to cover such loss or damage.

C. The Contractor agrees to indemnify the City and hold it harmless from any and all liability or claims for damages due to any such loss or damage to any such City tangible personal and/or real property under the circumstances described in subsection A above. The City shall provide Contractor prompt written notice of any claim for which indemnification is sought hereunder and shall further provide Contractor reasonable assistance in the defense of such claim and the sole authority to defend and/or settle the claim.

D. The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

E. The Contractor assumes all risk of loss or damage to the Work to the fullest extent permitted by applicable law up until such time as the Work is accepted by the City. For equipment and other tangible deliverables, risk of loss shall pass to the City upon acceptance of delivery at the City's premises. Such risk shall be irrespective of whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor, or of its agents, employees, and subcontractors . In addition, Contractor shall assume risk of loss or damage to the Work, after acceptance arising from the negligent acts or willful misconduct of Contractor, its agents, employees, or subcontractors. The Contractor shall be liable for all loss or damage resulting from its failure to perform warranty or maintenance work.

F. Contractor's obligation hereunder is to immediately repair, replace and make good such loss or damage so as to restore the Work to the same character and condition as before the loss or damage in accordance with the Contract Documents without cost to the NYPD.

G. CUSTOMIZED SOFTWARE--CITY PROPERTY

1. Customized Software shall mean the interface customizations and customizations being delivered by the Contractors under this Agreement. Customized Software, data, reports and information shall belong to the NYPD and the following provisions, and the provisions of Design Acceptance shall apply:

a. All Customized Software and all reports, data, information, and flow charts provided and developed under this contract which relate to the Customized Software, or which include information which is unique to NYPD, shall be the sole property of the NYPD and will be transmitted to the NYPD promptly upon request, completion or termination of the contract, at no cost to the NYPD, in a format that is easily usable and does not contain any proprietary software or other materials of the Contractor or third parties. The contractor shall provide to the NYPD an extraction function that allows the NYPD to extract out the NYPD's data without proprietary restrictions at any

time the NYPD requires such information, at no additional cost to the City. The Contractor will not include any imbedded codes or proprietary schemes that limit the ability of the NYPD to continue usage of such information. Customized Software shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist.

b. To the extent that any Customized Software does not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in the Customized Software to the City, free and clear of any liens, claims, or other encumbrances.

c. Software, data, flow charts, reports, and information provided to the Contractor by the NYPD, remains the sole property of the NYPD. The Contractor does not have the right to retain copies of any product, software, report, data, etc., developed or acquired as result of this contract either for further use or for purposes of resale. The contractor shall transmit such materials to the NYPD promptly upon request, completion or termination of the contract, at no cost to the NYPD, in a format that easily usable and does not contain any proprietary software or other materials of the Contractor or third parties.

d. All Customized Software produced under any contract or subcontracts awarded, as a result of this Agreement, will be retained by the NYPD.

e. All forms of data generated as a result of this contract will be delivered to the NYPD at the direction of the NYPD Project Manager, or his/her authorized designee, at no cost to the NYPD. To the extent such information is the property of NYPD, as provided in this Section F.1.(a) above, the information may not be disclosed to third parties, except as expressly provided in the contract, without the written permission of the NYPD Project Manager.

2. Any data resulting from the NYPD's use of the system shall become the sole property of the NYPD.

7.3 INFRINGEMENTS

The Contractor shall be liable to the Department and hereby agrees to indemnify and hold the Department harmless from any damage or loss or expense sustained by the Department from any infringement by the Contractor of any copyright, trademark or patent rights of design, systems, software, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. Contractor shall pay all costs and damages finally awarded to the third party claimants or agreed to by Contractor in settlement of the claim, provided that the City furnishes Contractor with prompt written notice of the claim, reasonable assistance and sole authority to defend or settle the claim. In the event an injunction or order is obtained against the City's use of the Work as a result of an infringement claim, or if in the Contractor's opinion the Work is likely to become the subject of such a claim, Contractor, at its option and expense, may reperform the Work for the City, provide replacement Work to become non-infringing, obtain for the City the right to continue using the Work or replace or modify the Work so it becomes non-infringing. If such remedies are not reasonably available, Contractor shall grant a credit, not to exceed the purchase price for the infringing Work, less a reasonable charge for use to date and accept its return. Contractor shall have no liability for any claim resulting from information, instructions or specifications furnished by the City, for infringing Work performed at the direction of the City, if the alleged infringement is the result of a modifications made by the City without Contractor's approval, or if the alleged infringement relates to any third party product used in combination with the Work delivered by Contractor hereunder. This paragraph states the entire liability of Contractor for claims for infringing Work hereunder.

7.4 LIMITATIONS ON LIABILITY

Contractor's total liability for all causes whatsoever arising from its performance under this Agreement shall be limited to direct damages in an amount not to exceed the total amount paid to Contractor under the Contract. The foregoing limitation shall not apply to (i) liability for personal injury including death, and property damage, and (ii) liability for indemnification against claims of intellectual property infringement. IN NO EVENT SHALL

CONTRACTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOREEABLE OR UNFORSEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST DATA AND LOSS OF USE.

ARTICLE 8- PROVISIONS RELATING TO LABOR

8.1 REQUIRED CONTRACT LANGUAGE EO. 50 RIDER - EQUAL EMPLOYMENT OPPORTUNITY

This contract is subject to the requirements of New York City Charter Chapter 13-B, subsection 350 et seq. (Chapter 13-B), Executive Order No. 50 (April 25, 1980) (EO. 50) and the Rules (1991) and Regulations (1982) promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this Contract, the Contractor agrees that it:

(1) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other form of compensation, layoff, termination, and all other terms and conditions of employment;

(2) will not discriminate in the selection of subcontractors on the basis of the owner's partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status;

(3) will state in all solicitations of advertisement for employees placed by or behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status or is an equal employment opportunity employer;

(4) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under Chapter 13-B and EO. 50 and the Rules and Regulations promulgated thereunder;

(5) will furnish before the Contract is awarded all information and reports including an Employment Report which are required by Chapter 13-B, EO. 50, the Rules and Regulations promulgated thereunder, and orders of the Director of the Division of Labor Services (DLS). Copies of all required reports are available upon request from the contracting agency; and

(6) will permit DLS to have access to all relevant books, records and accounts by DLS for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the Contract and compliance with Chapter 13-B, EO. 50 and Rules and Regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:

(i) disapproval of the Contractor;
(ii) suspension or termination of all or parts of the Contract and/or of payments therefor;
(iii) declaring the Contractor in default; or
(iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of DLS may recommend to the contracting agency head that a board of responsibility constituted pursuant to the Rules and Regulations of the Procurement Policy Board be convened for purposes of declaring a Contractor who has repeatedly failed to comply with Chapter 13-B, EO. 50 and the Rules and Regulations promulgated thereunder to be nonresponsible.

The Contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of $50,000 to which it becomes a party unless exempted by Chapter 13-B, EO. 50 and Rules and Regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modifications subject to Chapter 13-B, EO. 50 and Rules and Regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of EO. 50 and Rules and Regulations promulgated thereunder.

8.2 SUPERVISION BY CONTRACTOR

A. The Contractor shall give its personal supervision to the Work or have a competent manager, foreman or supervisor, satisfactory to the Commissioner assigned to the Work at all times during performance of the Contract, with NYPD to act for the Contractor.

B. In the performance of the Contract hereunder, the Contractor shall utilize competent and qualified persons. All such persons are the employees of the Contractor and not of the City and the Contractor shall be responsible for their acts, personal conduct and work.

C. All services shall be performed in a skillful and workmanlike manner. The Commissioner may require and the Contractor agrees to the removal from the Work of any of the Contractor's personnel or its subcontractor's personnel deemed incompetent, careless or otherwise objectionable by the Commissioner.

D. The Department shall have the right to have representatives of the Department or of the City or the State or Federal governments present at the site of the engagement to observe the Work being performed.

8.3 PROHIBITED ACTS

The Contractor shall not employ any labor, or utilize materials or means which employment or utilization during the course of this agreement may in any way tend to cause or result in strikes, work stoppages, delays, suspensions of work or similar troubles by workmen employed by the Contractor, or by any of the trades working in or above the buildings and premises where Work is being performed under this agreement, or by Contractors or their subcontractors pursuant to other agreements or contracts, or on any other building or premises owned or operated by the City of New York, its agencies, departments, boards or authorities. Any violation by the Contractor of these requirements should be considered as proper and sufficient cause for declaring the Contractor to be in default.

8.4 NOTICE OF LABOR DISPUTES

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice to the Department, including all relevant information with respect thereto.

8.5 MINIMUM WAGE AND WORKING CONDITIONS

A. Except for those employees whose minimum wage is required to be fixed pursuant to Section 220 d of the Labor Laws of the State of New York, all persons employed by the Contractor and any subcontractor in the manufacture or furnishing of work, labor or services, used in the performance of this Contract will be paid not less than the federal minimum wage.

B. No part of the Work, labor or services will be performed or rendered by the Contractor in any plants, factories, buildings or surrounding or working under conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this Contract. Compliance with the safety, sanitary and factory inspection laws of the state in which the Work is to be performed shall be prima facie evidence of compliance with this paragraph.

C. For any break or violation of any of the provisions of paragraphs A and B above, the Contractor shall be liable to the City for liquidated damages, which may be withheld from any amounts due herein or may be recovered in suits brought by the Corporation Counsel in the name of the City, in addition to damages for any other breach of this Contract, a sum equal to the amount of any underpayment of wages due to any employee engaged shall have the right to cancel this contract for violation of this clause and enter into other contracts for the completion of this contract, charging any addition cost to the Contractor. All sums withheld or recovered as deductions, rebates, refunds, or underpayments of wages in violation of the provisions of this clause, shall be held in a special deposit account and shall be paid without interest, on order of the City Commissioner of Labor, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within one year from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

8.6 HOURS AND WAGES

Pursuant to the provisions of Section 220 of the New York State Labor Law:

A. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases or extraordinary emergency including fire, flood or danger to life or property. No such person shall be so employed more than eight hours in any day or more than five days in any one week except in such emergency, and unless specific dispensation shall have been granted by the industrial commissioner. Whenever such a dispensation is granted, all work in excess of eight (8) hours per day and five (5) days per week shall be considered overtime work, and the laborers, workmen and mechanics performing such work shall be paid a premium wage commensurate with the premium wages prevailing in the area in which the work is performed.

B. The wages to be paid and the supplements to be provided, for a legal day's work, to laborers, workmen or mechanics employed by the Contractor shall not be less than the prevailing wages and supplement required to be paid to such employees, as ascertained and prescribed by the Comptroller in the Specifications attached hereto.

8.7 MINIMUM WAGES

In accordance with the provisions of Section 343.9.0 of the New York City Administrative Code, as amended:

A. Except for employees whose wage is required to be fixed pursuant to Section 220 of the Labor Law, all persons employed by the Contractor and any subcontractor in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of Work, labor or services, used in the performance of this Contract, shall be paid without subsequent deduction or rebate unless expressly authorized by law, not less than the sum mandated by law.

B. For any breach or violation of the paragraphs on working condition and minimum wages above, the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any contracts with the City of such party responsible, or may be recovered in suits brought by the Corporation Counsel in the name of the City, in addition to damage for any other breach of this Contract, a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract. In addition, the Commissioner shall have the right to cancel this Contract and enter into other contracts for the completion of the original Contract, with or without public letting, and the original Contractor shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayments of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the Commissioner of Labor, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or

recovered, provided that no claims by employees for such payments shall be entertained unless made within one year from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

C. In the event of any breach or violation of any of the provisions of this Article, and in addition to any other provisions above, pertaining to said breach or violation, no contracts shall be awarded to the Contractor or subcontractor, as the case may be, or to any firm, corporation, partnership or association in which the Contractor or subcontractor has a controlling interest until three years have elapsed from the date of such breach.

D. The Contractor and his Subcontractors shall within ten (10) days after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory building and structure where employees of the Contractor and his Subcontractors engaged in the performance of this Contract are employed, notices furnished by the City, in relation to prevailing wages and supplements, minimum wages and other stipulations contained in Section 343.9.0 of the Administrative Code of the City of New York, and the Contractor and his subcontractors shall continue to keep such notices posted in such prominent and conspicuous places until Final Acceptance of the supplies, materials equipment, or Work, labor or services required to be furnished or rendered under this Contract.

E. The Contractor and his subcontractors shall keep such employment records as are required in the Rules and Regulations of the Board of Estimate of the City of New York adopted pursuant to the provisions of Section 343.9.0 of the Administrative Code.

F. In all orders or contracts by the Contractor to the subcontractor for; (a) manufacturing or furnishing any of the supplies, material or equipment required under the Contract; (b) furnishing any of the Work, labor or services required under the Contract, the Contractor shall insert a notice to the subcontractor to the effect that such supplies, materials, equipment or work, labor or services are for the City of New York and that the subcontractor is subject to the provisions of Section 343.9.0. of the New York City Administrative Code.

G. At the time the Contractor makes application for each partial payment and for final payment, the Contractor shall submit to the Commissioner a written certification of compliance with the prevailing wage, minimum wage and other provisions and stipulation required by Section 220 of the New York State Labor Law and Section 343.9.0 of the Administrative Code of the City of New York and the Rules and Regulations of the Board of Estimate adopted pursuant thereto and any and all supplements and amendments to such rules and regulations. Compliance with the provisions of this paragraph shall be a condition precedent to payment shall be made to the Contractor unless and until each such certification shall have been submitted to and received by the Commissioner.

H. This Contract is executed by the Contractor with the express warranty and representation that the Contractor is not disqualified under the provisions of Section 343.9.0 of the Administrative Code for the award of the Contract.

I. Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this Contract, and ground for cancellation thereof by the City.

NOTE: Sections 8.8 through 8.11 apply to contracts for building service work.

8.8 PREVAILING WAGE AND SUPPLEMENTS (sec. 231 - Labor Law)

A. The wage which the Contractor shall pay for a legal day's work and supplements to be provided to building service employees, as defined in Section 230 of the Labor Law, employed upon the whole or part of the building service work contemplated by this contract, shall not be less than the prevailing rate of wages and any supplements required to be paid to the various classes of employees on such work, ascertained and determined by the Comptroller as set forth in a schedule which is set forth in Section B of Specifications of this Contract of the Proposal for Bid.

B. No later than the first day upon which work on this contract is to commence, the Contractor shall

post in a prominent and accessible place on the site of work a legible statement of the wages to be paid to the employees for the building service work contemplated.

C. An apprentice in a craft or trade may be permitted to work at a wage lower than that established for the journeyman in such craft or trade only if all of the following conditions are met:

(1) such apprentice has been individually registered in an apprenticeship program which is dully registered with the New York State Industrial Commissioner in conformity with Article 23 of the Labor Law;

(2) such apprentice's registration occurred prior to his/her employment as an apprentice on such craft or trade service work; and

(3) written proof of such individual registration is submitted to the Agency prior to such apprentice's employment as an apprentice. The proof submitted shall include evidence of the appropriate ratios and apprentice's wage rates. In no event shall the ratio of apprentice to journeyman employed on such service work be greater than the lesser of the following rate:

(a) the ratio permitted in the apprenticeship program approved by the industrial commissioner, or

(b) the ratio prevailing in the locality where the service work will be performed.

8.9 OVERTIME (Sec. 232 - Labor Law)

All building service employees, who work more than eight hours in any one day or more than forty hours in any workweek, shall be paid wages for such overtime by the Contractor, at a rate not less than one-and-one-half times his prevailing basic hourly rate.

8.10 RECORD KEEPING (Sec 233 - Labor Law)

A. The Contractor shall keep original payrolls or transcripts thereof subscribed and confirmed by it as true, under penalties of perjury showing the hours and days worked by each employee, the craft, trade or occupation at which he/she was employed, and the wages paid.

B. Where the wages paid include sums which are not paid directly to the employee weekly and which are expended for supplements, the records shall include the hourly payment on behalf of such employees, the supplement for which such payment has been made, and the name and address of the person to whom such payment has been made. In all cases, the Contractor shall keep a true and inscribed copy of the agreement under which such payments are made, a record of all net payments made thereunder, and a list of all persons for whom such payments are made.

C. The records required herein shall be kept on the site of the work during all of the time that work hereunder is being performed. Upon a formal order of the City, the Contractor shall produce within five (5) days on the site of work, such records subscribed and affirmed by it as true under the penalties of perjury.

8.11 CERTIFICATION OF WAGE AMOUNTS (Sec. 237 - Labor Law)

As a prerequisite to any payment by the City, the Contractor and his subcontractors shall file a statement in writing and in form satisfactory to the Comptroller, certifying to the amounts then due for daily or weekly wages on account of labor performed upon the work hereunder, setting forth therein the names of the persons whose wages are unpaid and the amount due to you on behalf of each respectively, which statement so to be filed shall be certified by the oath of the Contractor or subcontractor, as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true of his own knowledge.

ARTICLE 9 - BOOKS AND RECORDS

9.1 MAINTENANCE

The Contractor agrees to maintain separate and accurate books, records documents and other evidence and accounting procedures and practices which sufficiently and properly support all charges to the City under this Agreement.

9.2 RETENTION OF RECORDS

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for six years after the final payment or termination of this Agreement, whichever is later. City, State and Federal auditors and any other persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

9.3 NO REMOVAL OF RECORDS FROM PREMISES

Where performance of this Agreement involves use by the Contractor of Department papers, files, data or records at Departmental facilities or offices, the Contractor shall not remove any such papers, files, data or records therefrom without the prior approval of the Department's designated official.

9.4 AUDIT BY THE DEPARTMENT OF THE COMPTROLLER OF THE CITY OF NEW YORK

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the Department and by the Comptroller of the City of New York pursuant to the powers and responsibilities as conferred upon said Department and said Comptroller by the New York City Charter and Administrative Code of the City of New York and PPB rules, , as well as all orders and regulations promulgated pursuant thereto.

The Contractor shall submit any and all documentation and justification in support of fees charged to the City under this Agreement as may be required by said Department and said Comptroller so that they may evaluate the reasonableness of the charges and shall make its records available to the Department and the Comptroller as they consider necessary, consistent with the authority given to the Department and the Comptroller in the New York City Charter and Administrative Code of the City of New York, and the PPB rules.

All books, vouchers, records, reports, canceled checks and any and all similar material may be subject to periodic inspection, review and audit by the State of New York, Federal Government and other persons duly authorized by the City.

The Contractor shall not be entitled to final payment under the Agreement until all requirements under this Contract have been satisfactorily met in accordance with the obligations specified herein.

ARTICLE 10 - REPRESENTATIONS AND WARRANTIES

10.1 PROCUREMENT OF AGREEMENT

A. The Contractor represents and warrants that, except for its employees and consultants engaged in promoting the sale of products and services to the City of New York, no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution hereof.

B. For a breach or violation of such representations or warranties, Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all moneys paid hereunderand the Contractor

shall not make claim for, or be entitled to recover, any sum or sums, due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded The City the falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

10.2 CONFLICT OF INTEREST

The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Department, nor any person whose salary is payable, in whole or part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

10.3 FAIR PRACTICES

The Contractor and each person signing on behalf of any Contractor represents and warrants and certifies, under penalty of perjury, that the best of its knowledge and belief:

A. The prices in this Agreement have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating such prices with any other Vendor or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the proposal opening, directly or indirectly, for the purpose of restricting competition to any other Vendor or any competitor; and

C. No attempt has been made or will be made by the Contractor to include any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The fact that the Contractor (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to others customers at the same prices being Proposed, does not constitute, without more, a disclosure within the meaning of the above.

ARTICLE 11. EXTENSION OF TIME FOR PERFORMANCE

Upon written application by the Contractor, the Agency Chief Contracting Officer may grant an extension of time for performance of the Contract. Said application must state, at a minimum, in detail, each cause for delay, the date(s) the cause of the alleged delay occurred, and the total number of delay in days attributable to such cause.

The Agency Chief Contracting Officer shall give reasonable and good faith consideration to the Contractor's application for extension of time for performance. The ruling of the Agency Chief Contracting Officer shall be the final agency action on the Contractor's written application for an extension and the number of days allowed.

ARTICLE 12 - COVENANTS OF THE CONTRACTOR

12.1 EMPLOYEES

All experts or consultants or employees of the Contractor who are employed by the Contractor to perform Work under this Agreement are neither employees of the City nor under contract to the City and the Contractor alone

is responsible for their Work, direction, compensation and personal conduct while engaged under this Agreement. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent or for taxes of any nature including but not limited to unemployment insurance, worker's compensation, disability benefits and social security, or, except as specifically stated in this Agreement to any person, firm or corporation.

12.2 INDEPENDENT CONTRACTOR STATUS

The Contractor and the Department agree that the Contractor is an independent contractor, and not an employee of the Police Department, or any other Department, of the City of New York, and that in accordance with such status as independent contractor, the Contractor agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City of New York, or of any department, agency or unit thereof, by reason thereof and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer of or employee of the City of New York including, but not limited to, Worker's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

12.3 CONFIDENTIALITY

All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Agreement are to be held confidential, and prior to publication, the Contractor agrees that the same shall not be made available to any individual or organization without the prior written approval of the Department. All proprietary tools and technology used by Contractor and/or its subcontractors in the performance of the Work hereunder, and disclosed to the City hereunder, shall be kept in confidence for the benefit of Contractor and/or its subcontractors, if properly marked with a proprietary and confidential notification.

No reports, information or data, proprietary tools or technology will be considered confidential to the extent the reports, information, data, tools or technology (i) was in the recipient's possession without restriction prior to disclosure by discloser hereunder; or (ii) was generally known in the trade or business practiced by discloser at the time of disclosure; or (iii) becomes generally known through no wrongful act of recipient; (iv) is disclosed to recipient by a third party without recipient's knowledge or reason to know it is proprietary; (v) is independently developed by recipient without reference to discloser's Confidential Information or (vi) disclosure is otherwise required by law.

The provisions of this Section shall remain in full force and effect following termination of, or cessation of the services required by this Agreement.

12.4 COMPLIANCE WITH LAW

Contractor shall render all services under this Agreement in accordance with the applicable provision of Federal, State and local laws, rules and regulations as are in effect at the time such services are rendered.

12.5 EMPLOYMENT PRACTICES

Contractor and its subcontractors shall comply with the Civil Right Act of 1964 and any amendment thereto, and the rules and regulations thereunder, and Executive Order No. 50, as attached hereto.

12.6 INVESTIGATION CLAUSE

1.1 The parties to this agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or Authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction,

submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

1.2 If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or Authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public Authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit, corporation organized under the laws of the State of New York, or;

1.2(a) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or Authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

1.3(a) The Commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

1.3(b) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 1.5 below without the City incurring any penalty or damages for delay or otherwise.

1.4 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting Proposals for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; moneys lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

1.5 The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

(a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of Authority and responsibility the person has within the entity.

(c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 1.4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in 1.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

1.6 The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(a) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(b) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives moneys, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(c) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

1.7 In addition to and notwithstanding any other provision of this agreement the Commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three(3) days written notice in the event Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Contractor, or affecting the performance of this contract.

12.7 ASSIGNMENT

A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of the Contractor's right title, interest, obligations or duties herein, or the Contractor's power to execute such Agreement, or assign, by power of attorney or otherwise, any of its rights to receive moneys due or to become due under this Agreement, unless the prior written consent of the Department shall be obtained. Any such assignment, transfer, conveyance, sublease or other disposition without such consent should be void.

B. In the event that the Contractor assigns, transfers, conveys, sublets or otherwise disposes of this Agreement as specified in subdivision A, above, without the prior written consent of the Department, the Department shall revoke and annul this Agreement and the Department shall be relieved and discharged from any and all liability and obligations growing out of such Agreement to the Contractor, its assignees, transferees or sublesees and which parties shall forfeit and lose all moneys theretofore earned under this Agreement, except so much thereof as may be required to pay the Contractor's employees. The provisions of this section shall not hinder, prevent or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the laws of the State of New York.

C. This Agreement may be assigned by the City to any corporation, agency or instrumentality having Authority to accept such assignment except that the City will not assign this Agreement to any corporation which is a competitor of Contractor or Contractor's subcontractor's without written consent.

12.8 SUBCONTRACTING

A. The Contractor agrees not to enter into any sub contracts for the performance of the obligations, in whole or in part, under this Agreement without the prior written approval of the Department. The Department hereby consents to Contractor's use of the subcontractors identified in the Specifications. Two copies of each such proposed

subcontract shall be submitted to the Department with the Contractor's written request for approval except that Contractor is not obligated to disclose the prices agreed to be paid by Contractor for subcontractors' good and services.

B. All such subcontracts shall contain provisions specifying:

1. that the work performed by the subcontractor must be in accordance with the terms of the Agreement between the Department and the Contractor,

2. that nothing contained in such contract shall impair the rights of the Department,

3. that nothing contained therein, or under the Agreement between the Department and the Contractor shall create any contractual relationship between the subcontractor and the Department, and

4. that the subcontractor specifically agrees to be bound by the confidentiality provision set forth in this Agreement between the Department and the Contractor.

C. The Contractor agrees that it is fully responsible to the Department for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.

D. The aforesaid approval is required in all cases other than individual employer contracts.

E. The Contractor shall not in any way be relieved of any responsibility under this Agreement by any subcontract.

12.9 PUBLICITY

A. The prior written approval of the Department is required before the Contractor or any of its employees, servants, agents, or independent contractors may, at any time, either during or after completion or termination of this Agreement make any statement to the press or issue any material for publication through the media of communication bearing on the Work performed or data collected under this Agreement.

B. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the Department shall have a royalty free, non exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The foregoing does not include the right to create derivative works based on the Contractor's copyrighted work.

12.10 PARTICIPATION IN AN INTERNATIONAL BOYCOTT

A. The Contractor agrees that neither the Contractor nor any substantially owned affiliated company is participating, or shall participate, in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, of the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially owned affiliated company thereof, or participation in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations promulgated thereunder, the Comptroller may, at his option, render forfeit and void this Contract.

C. The Contractor shall comply in all respects, with the provisions of Section 343-10.0 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

12.11 INVENTIONS, PATENTS AND COPYRIGHTS

A.Except for Customized Software, all software to be provided hereunder, including any modifications and

enhancements made hereunder to such software, shall be considered RESTRICTED COMPUTER SOFTWARE as that term is defined in Article 2 hereof and shall remain the property of the Contractor or other manufacturer supplying such software. The Department shall have the right to use all such software in accordance with the terms of the Agreement. In addition, the Contractor agrees to provide the Department with the source code for software as provided in the Agreement.

B. Contractor transfers to the City, all copyrights in all documents which are newly developed by Contractor under this Agreement and which are unique to the City. Such documents shall be considered "work-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. Section 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent that any such document does not qualify as "work-made-for-hire", Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the documents free and clear of any liens, claims or other encumbrances. The foregoing shall not apply to any Contractor or subcontractor previously existing work, or any modifications and enhancements to such previously existing work.

12.12 ANTI TRUST

The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the anti trust laws of the State of New York or of the United States relating to the particular goods or services purchased or procured by the City under this Agreement.

12.13 POLITICAL ACTIVITY

A. There shall be no partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

B. No funds provided under this Agreement shall be used, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress of the United States, except in presentation to the Congress itself.

C. No funds provided under this Agreement shall be used to pay the salary or expenses of any person to engage in any activity designed to influence legislation or appropriations pending before the Congress of the United States.

12.14 CLEAN AIR PROVISIONS

A. If the amount of this Agreement is in excess of $100,000 the Contractor shall comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857B, et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251, et. seq.).

B. Should a harmful dust hazard be created in performing the work of this Contract, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the State of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this Contract void.

C. In accordance with the provisions of Section 1403.3.2.25, Noise abatement contract compliance, of Specifications of this Contract of Chapter 57 of the Administrative Code of the City of New York.

1. Devices and activities which will be operated, conducted, constructed or manufactured pursuant to this Contract and which are subject to the provisions of the New York City Noise Control Code shall be operated, conducted, constructed or manufactured without causing a violation of the code.

2. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise omitted or produced by such devices and activities in accordance with regulations

issued by the Administrator of the Environmental Administration. Regulations promulgated pursuant to Section 1403.3.2.25 after the Proposal openings for this Contract shall nor alter its terms, conditions and specifications.

ARTICLE 13- TERMINATION

13.1(a) At any time during the period of this Agreement the Department upon thirty (30) days written notice to the Contractor may cancel the Agreement and terminate the service, in whole or in part, for its convenience. In such event the Contractor shall be paid whatever sum has become due to him for services performed prior to the effective date of the cancellation (in accordance with the terms of Section 4.18.E. above) without further liability to the City.

13.1(b) The Contractor shall be entitled to apply to the Department to have this Agreement terminated by said Department by reason of any failure in the performance of this Agreement (including any failure by the Contractor to make progress in the prosecution of Work hereunder which endangers such performance in accordance with the Agreement), if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or any other cause beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the control and without the fault or negligence of the Contractor shall be made by the Department which agrees to exercise reasonable, good faith, judgment therein. If such a determination is made and the Agreement terminated by the Department pursuant to such application by the Contractor, such termination shall be deemed to be without cause in accordance with Section 13.1(a) above.

13.1(c) All payments pursuant to this section 13.1 shall be accepted by the Contractor in full satisfaction of all claims against the City arising out of termination.

13.2 The Contractor may be declared in default by this Agency and the Department may terminate the Agreement in whole or in part by written notice to the Contractor for, but not limited to, the following:

A. The Contractor becomes insolvent; or

B. The Contractor makes an assignment for the benefit of creditors pursuant to the Statutes of the State of New York; or

C. A voluntary or involuntary petition in bankruptcy be filed by or against the Contractor; or

D. A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or

E. The Contractor sublets, assigns, transfers, conveys or otherwise disposes of this Agreement other than as specified in Section 12.7(a); except that the City's disapproval of assignment to HP shall not be considered an event of default for the purpose of obligating the Contractor to produce source code as provided the Agreement; or

F. The Contractor fails or refuses to proceed with the Work when and as directed by the Administrator; or

G. The Contractor is or has been unnecessarily or unreasonably or willfully delaying

(i) the performance and completion of the Work or
(ii) the award of necessary subcontracts, or
(iii) the placement of necessary material and equipment order; or

H. The Contractor, without just cause, reduces his working force to a number which, if maintained, would jeopardize the timely performance of the Contract, and fails or refuses to increase such working force when reasonably and in good faith ordered to do so by the Commissioner; or

I. The Work cannot be completed or is not completed within the time herein provided therefor or within the time to which such completion may have been extended unless, however, the delay is caused by circumstances outside of the Contractor's control; or

J. The Contractor abandons the Work; or

K. The Contractor is or has been willfully or in bad faith violating any of the provisions of this contract

provided that the City has delivered to the Contractor written notice of the condition of default and Contractor has not cured such default condition within thirty (30) days of receipt of such notice.

13.3 In the event the Commissioner terminates this Agreement in whole or in part as provided in section 13.2 above, the City may procure, upon such terms and in such manner deemed appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services provided that, the Contractor shall continue the performance of this Agreement to the extent not terminated thereby.

13.4 Before the Commissioner shall exercise his right to declare the Contractor in default by reason of the conditions set forth in Section 13.2 A, C F, G, H, I, J and K, he shall give the Contractor an opportunity to be heard, upon two (2) days written notice, at which hearing the Contractor may have a stenographer present provided, however, that a copy of such stenographic notes, if any, shall be furnished to the Commissioner.

13.5 Notwithstanding any other provisions of this Agreement, except, subject to the terms of Article 7 herein, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of Contractor's default and the City may withhold payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the City from the Contractor is determined.

13.6 The provisions of the Agreement regarding confidentiality of information shall remain in full force and effect following any termination.

13.7 The rights and remedies of the City provided in this article shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Agreement.

ARTICLE 14 - LEGAL FORUM

14.1 CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

This Agreement shall be deemed to be executed in the City of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the laws of the State of New York. The parties agree that any and all claims asserted by or against the City arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Courts") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effectuate this agreement and intent, the Contractor agrees:

A. If the City initiates any action against the Contractor in Federal Court or in New York State Court, service of process may be made by the Contractor either in person, whenever such Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth in this Agreement, or to such other address as the Contractor may provide to the City in writing and

B. With respect to any action between the City and the Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have;

(a) to move to dismiss on grounds of forum non conveniens,
(b) to remove to Federal Court and
(c) to move for a change of venue to a New York State Court outside New York County.

C. With respect to any action between the City and the Contractor in Federal Court located in New York City, the Contractor expressly waives and relinquishes any right in might otherwise have to move to transfer the action to a United States Court outside the City of New York.

D. If the Contractor commences any action against the City in a Court located other than in the City and State of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter re-institute the action in a court of competent jurisdiction in New York City.

If any provision(s) of this Article is (are) held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

14.2 GENERAL RELEASE

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the City from any and all claims of and liability to the Contractor arising out of the performance of this Agreement (except for claims relating to breaches of software license obligations and obligations regarding the confidentiality of proprietary information) provided such final payment is in an amount agreed to be paid hereunder.

14.3 CLAIMS AND ACTIONS THEREON

No claims against the City arising under this Agreement shall be made or asserted in any action or proceeding at law or in equity, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as are herein provided.

Nor, except for claims relating to breaches of software license obligations and obligations regarding the confidentiality of proprietary information, and except for claims which are subject to the dispute resolution process set forth in Article 19 herein, shall any such action or proceeding be instituted or maintained on any such claims unless such action or proceeding be commenced within six (6) months after the date of the filing in the Office of the Comptroller of the final payment voucher; except that an action or proceeding on a claim for moneys deducted, retained or withheld under the provisions of this Contract or of law, must be commenced within six (6) months after the date of final payment hereunder or after such moneys become due and payable hereunder, whichever is later, and further except that an action or proceeding on a claim based upon the Commissioner's exercise of the right to declare the Contractor in default must be commenced within six (6) months after the date the Commissioner declared the Contractor in default.

In the event any claim is made or any action brought in any way relating to the Contract herein, the Contractor shall diligently render to the Department and/or the City of New York without additional compensation any and all reasonable assistance which the Department and/or the City may require of the Contractor.

14.4. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract .

14.5 NO ESTOPPEL

Neither the City nor any department, officer, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this contract by the City, the Commissioner, the Project Manager, or any other officer, agent or employee of the City, either before or after the final completion and acceptance of the work and payment therefor:

(1) From showing the true and correct classification, amount, quality or character of the work actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular or that the work or any part thereof does not in fact conform to the requirements of this contract; and

(2) From demanding and recovering from the Contractor any overpayments made to him, or such damages as it may sustain by reason of his failure to perform each and every part of this contract in strict accordance with its terms, or both.

14.6 WAIVER

Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of the Contract unless and until the same shall be agreed to in writing by the parties.

14.7 NOTICES

The Contractor and the Department hereby designate the business addresses specified herein as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by certified mail shall be conclusive and deemed to be sufficient service thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by law.

14.8 ALL LEGAL PROVISIONS DEEMED INCLUDED

It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

14.9 SEVERABILITY

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

14.10 MODIFICATIONS

This Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

14.11 PARAGRAPH HEADINGS

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement and in no way affects this Agreement.

14.12 INSPECTION AT SITE

The Department shall have the right to have representatives of the Department or of the City or of the State or Federal governments present at the site of the engagement to observe the Work being performed.

ARTICLE 15 - CONTRACTOR EVALUATION PROVISION

The Contractor's performance shall be evaluated by the City upon the occurrence of the Substantial Completion of this Contract. A copy of the evaluation will be sent to the Contractor not later than fifteen (15) calendar days after the occurrence of these events and the Contractor may respond in writing to the performance report. Such responses shall be submitted to the Project Manager not later than fifteen (15) calendar days after a copy of the evaluation is sent to the Contractor. The response will be affixed to the evaluation. Failure to respond may result in review of Contractor's performance when a Proposal is evaluated without the benefit of Contractor's response to the report.

ARTICLE 16 - TAX EXEMPTION

Attention is specifically called to the New York State Tax Law, Sections 1115 (a) (15) and 1116 (a) (1), which exempts from New York State Sales Tax and Compensation Use Tax, and Administrative Code of the City of New York Sections 11-2006 and 11-2007 which exempts from the New York City Sales tax, the purchase of materials required by this Contract, except materials consumed by the Contractor in the performance thereof. Therefore, the Contractor, when bidding, should not include amount to cover such New York State or New York City taxes in the sale price.

The City of New York (City) is exempt from payment of Federal, State, local taxes and Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the City pursuant to the provisions of this Contract. These taxes are not to be included in Proposals. However, this exemption does not apply to tools, machinery, equipment of other property leased by or to the Contractor or a subcontractor, or to supply and materials which, even though they are consumed, are not incorporated into the completed Work (consumable supplies), and the Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes, including Sales and Compensating Use Taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

The Contractor agrees to sell and the City agrees to purchase all materials required, other than consumable supplies, necessary or proper for or incidental to the construction of the Work covered by this Contract.

1. The sum agreed to be paid under this Agreement for such materials shall be and is deemed to be in full payment and consideration for the sale of such materials under this Agreement. The Contractor agrees to construct the Work and to perform all Work, labor and services, and the sum so agreed to be paid pursuant to this agreement for such Work, labor and services, shall be and is deemed to be in full consideration for the performance by the Contractor of all his duties and obligations under this Agreement in connection with said Work and labor.

The purchase by the Contractor of the supplies and materials sold hereunder shall be a purchase or procurement for resale and therefore not subject to the New York State or New York City sales or compensating use taxes or any such taxes of cities or counties. The sale of such materials by the Contractor to the City, which is a political subdivision of the State of New York, is exempt from the aforesaid sales or compensating use taxes. With respect to such materials, the Contractor, at the request of the City, shall furnish to the City such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered assuring to the City title to such supplies and materials, free of liens or encumbrances, and the Contractor shall mark or otherwise identify all such materials as the property of the City.

Title to all materials to be sold by the Contractor to the City pursuant to the provisions of the Contract shall immediately vest in and become to sole property of the City upon delivery of such supplies and materials to the site and prior to its becoming a part of the permanent structure. Notwithstanding such transfer of title, the Contractor shall have the full and continuing responsibility to install such materials and supplies, protect them, maintain them in a proper condition and, to the extent such materials and supplies are damaged by Contractor and/or its subcontractors, forthwith repair, replace and make good any damage thereto, and furnish additional materials in place of any that may be damaged or rendered unusable through the negligent acts or willful misconduct of Contractor and/or its

subcontractors, without cost to the City, until such time as the Work covered by the Contract is fully accepted by the City. Such transfer of title shall in no way affect any of the Contractor's obligations hereunder. In the event that, after title has passed to the City, any of such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the Contractor.

The purchase by subcontractors of materials to be sold hereunder shall also be a purchase or procurement for resale to the Contractor (either directly or through other subcontractors) and therefore not subject to the aforesaid sale, or compensating use taxes, provided that the subcontract agreements provide for the resale of such materials prior to and separate and apart from the incorporation of such supplies and materials into the permanent construction and that such subcontract agreements are in a form similar to this Contract with respect to the separation of the sale of materials from the Work and labor, services, consumable supplies and any other matters to be provided and further that the subcontract agreements provide separate prices for (1) materials and (2) all other services and matters.

2. The subcontract agreements in connection with this Contract shall provide for the resale of such supplies and materials prior to and separate and apart from the incorporation of such supplies and materials into the permanent construction, and shall provide separate prices for (1) materials and (2) all other services and matters.

Such subcontract agreements shall be in a form similar to this Contract with respect to the separation of the sale of materials from the work and labor and other things to be provided. Such separation shall actually be followed in practice, including the separation of payments for supplies and materials from the payments for other work and labor and other things to be provided.

The Contractor and his subcontractors and materialmen shall obtain any and all necessary Contractor Exempt Purchase Certificates or resale certificates from the appropriate governmental agency or agencies, and furnish a Contractor Exempt Purchase Certificate or resale certificate to all persons, firms or corporations from which they purchase supplies and materials for the performance of the Work covered by this Contract.

ARTICLE 17- CONTRACT CHANGES

Changes may be made to this Contract only as duly authorized by the Agency Chief Contracting Officer or his/her designee. Contractors deviating from the requirements of an original Contract without a duly approved Change Agreement or Change Order document, or written Contract modification or amendment, do so at their own risk. All such changes, modifications and amendments will become a part of the original Contract. Any Work so ordered and agreed upon through the Change Agreement/Change Order process set forth in the Agreement and Specifications of this Contract, must be performed by the Contractor.

Contract changes will be made only for Work necessary to complete the Work included in the original scope of the Contract, and for non-material changes to the scope of the Contract. Changes are not permitted for any material alteration in the scope of Work. Contract changes may include any Contract revision deemed necessary by the Contracting Officer.

The Contractor shall be entitled to a price adjustment for Extra Work performed pursuant to a written Change Order. If any part of the Contract is necessarily delayed by a Change Order, the Contractor will be entitled to an extension of time for performance. Adjustments to price shall be computed in one or more of the following ways: (i) by agreement of a fixed price; (ii) by unit prices specified in the contract; (iii) by time and material record; and/or (iv) in any other manner approved by the City Chief Procurement Officer and agreed upon by the parties hereunder.

Where the cost of the change order has been negotiated in the absence of established cost history, the costs are subject to verification by post audit. If the post audit reveals that the Contractor's costs for the hange rder work were inaccurately stated during negotiations, the agency shall recoup the amount by which the costs were inaccurately stated by proportionately reducing the price of the change order. This remedy is not exclusive and in addition to all other rights and remedies of the City.

Except in the case of requirements contracts, any contract increases amendment which either amends a unit price, cancels required units, or adds a new type of unit item to the contract must be approved in writing by the Agency Chief Contracting Officer.

17.1 PRICING

A. The Contractor shall whenever requested by the Commissioner during the Contract, including but not limited to the time of bidding, submit cost or pricing data and formally certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a specified date. The Contractor shall be required to keep its submission of cost andpricing data current until the ontract has been completed.

B. The price of any Change Order, or Contract modification subject to the conditions of paragraph A, shall be adjusted in the manner described in Section 17.2 below.

C. Time for Certification. The Contractor must certify that the pricing data submitted are accurate, complete, and current as of a mutually determined date.

D. Refusal to Submit Data. When any contractor refuses to submit the required data to support a price, the Contracting Officer shall not allow the price.

E. Certification of Current Pricing Data. Form of Certificate. In those cases when pricing data is required, certification shall be made in accordance with 2-06 of the PPB Rules and such certification shall be retained in the agency contract file.

F. If the City finds that a price reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(a) The Contractor was a sole source supplier or otherwise in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete and current pricing data had been submitted;

(b) The City should have known that the pricing data in issue were defective even though the contractor took no affirmative action to bring the character of the date to the attention of the City;

(c) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

17.2 METHODS OF PAYMENT FOR EXTRA WORK

During the course of performing the work required under this Agreement, the Contractor may be required to perform additional work within the general scope of the Agreement. At such time when additional work is required, the NYPD will forward to the Contractor a description of the change order work to be accomplished and request that a proposal be offered within a given period. No work will commence by the Contractor without prior written authorization from the NYPD Agency Chief Contracting Officer. All parts and labor costs for additional work will be based upon rates specified in the Contractor's price proposal where such costs exist. Change Orders that increase the value of the Contract are subject to approvals in accordance with §4-02 of the City of New York's Procurement Policy Board Rules. Contract Change Order Costs will be limited to the following:

1. If unit prices exist, as per the Contractor's price proposal, the contract change order work will be billed at the rates set forth in the Contractor's price proposal.
2. If unit prices do not exist for change order work being performed directly by the Contractor, the NYPD will negotiate a fair and reasonable price for the contract change order work. Under this circumstance, the Contractor will be entitled to actual costs plus a mark-up limit of 10% for overhead and administrative costs plus 10% for profit. However, the base (actual) cost for such work will be based on industry-accepted rates (for labor—such as standard prevailing wages) and fair and reasonable costs for parts and supplies. If, in its opinion, the NYPD finds such costs to appear to be unfair, unsubstantiated, or above the market rate for such services or goods, the Contractor shall provide a written statement explaining in detail its pricing. If the NYPD finds such pricing justification to be unfair or unsubstantiated, the NYPD will order the Contractor to proceed at the costs the NYPD deems fair and reasonable. The Contractor must then perform the change order work. The Contractor may dispute such NYPD order in accordance with the Appendix A §19-- Resolution of Disputes.

3. If the unit prices do not exist for change order work being performed by third party vendors or subcontractors, the NYPD will negotiate a fair and reasonable price for the contract change order work. Under this circumstance, the Contractor will provide a detailed price breakdown of the subcontractor's or third party vendor's prices. The Contractor will be entitled to a maximum 5% mark-up over the subcontractor's or third party vendor's prices. However, the subcontractor's or third party's prices will be evaluated by the NYPD to determine its fairness and reasonableness. If, in its opinion, the NYPD finds such prices to appear to be unfair, unsubstantiated, or above the market rate for such services or goods, the Contractor will provide a written statement explaining in detail its pricing. If the NYPD finds such price justification to be unfair or unsubstantiated, the NYPD will order the Contractor, and the Contractor will order its subcontractors, to proceed at the prices the NYPD deems fair and reasonable. The Contractor must then perform the change order work. The Contractor may dispute such NYPD order in accordance with the Appendix A §19-- Resolution of Disputes.
4. The Contractor will apply its guarantee of best costs to all change order work.

17.3 DISPUTED WORK, DETERMINATION OR ORDER

If the Contractor is of the opinion,

1. that any work ordered to be done as Contract Work by the Commissioner, or the Project Manager, is Extra Work and not Contract Work; or

2. that any determination or order of the Commissioner, or Project Manager violates the terms and provisions of this Contract, he must promptly, and before proceeding with such work or complying with such determination or order, or simultaneously therewith notify the Commissioner in writing of the reasons for his opinion with respect thereto, and request a final determination thereon. Such determination shall be rendered within a reasonable time.

If the Commissioner determines that the work in question is Contract Work and not Extra Work, or that the determination or order complained of is proper, he will so notify the Contractor to proceed, and the Contractor must promptly comply. Contractor may thereafter deliver Notice of Dispute according to Article 19(D) below.

However, in order to reserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within five (5) days after receiving notice of the Commissioner's determination and direction, notify the Commissioner in writing that the work is being performed or that the determination and direction is being complied with under protest.

If the Contractor fails to so appeal to the Commissioner for a determination or, having so appealed, should the Contractor thus fail to notify the Commissioner in writing of his protest, the Contractor shall be deemed to have waived any claim for extra compensation or damage therefor. Oral appeals or oral protests, no matter to whom made, shall not be deemed even substantial compliance with the provisions of this Article.

If the Contractor shall also claim to be sustaining damages by reason of any act or omission of the City or its agents, he shall within thirty (30) days after the sustaining of such damage, notify the Commissioner in writing and within thirty (30) days thereafter, or within such additional time in excess of thirty (30) days as may be granted by the Commissioner upon written request therefor, submit to the Commissioner verified detailed statements of the damages sustained ("Statement") together with documentary evidence of such damages. On failure of the Contractor to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist.

In addition to the Statements required under this Article, the Contractor and his subcontractor shall, upon notice from the Commissioner or the Comptroller, or either of them, produce for examination at the Contractor's or subcontractor's office, by the representatives of the Commissioner, all his books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, canceled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this contract, and submit himself and persons in his employment, for examination under oath by any person designated by the Commissioner to investigate claims made against the City under this Contract. At such examination a duly authorized representative of the Contractor may be present.

Unless such statements shall be made and filed within the time aforesaid and such records submitted for examination and the Contractor and his employees submit themselves for examinations as aforesaid, the City shall be released from all claims arising under, relating to or by reason of this contract, except for the sum certified by the Commissioner to be due under the provisions of this contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the City to recover any sum in excess of the sums certified by the Commissioner to be due under or by reason of this contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this section.

In addition to the foregoing, after the commencement of any legal action by the Contractor arising under or by reason of this Contract, the City shall also have the right by its attorney, upon written notice from said attorney, to require the Contractor to produce for examination under oath by said attorney the above evidence of the Contractor and to submit himself and persons in his employ for examination under oath by said attorney.

Unless the Contractor submits said records, himself and his employees for examination by the said attorney as aforesaid, the action of the Contractor shall be dismissed.

In connection with the examination provided for herein, the Commissioner, upon demand, therefor will also produce for inspection by the Contractor such records as the Department may have with respect to such disputed work or work performed under protest pursuant to order of the Commissioner, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

17.4 PERFORMANCE OF EXTRA OR DISPUTED WORK

While the Contractor or his subcontractor is performing Extra Work ordered by the Commissioner under Article 17 hereof (unless payment therefore is to be made by a lump sum or at unit prices previously agreed upon) or is performing disputed work or complying with a determination or order under protest in accordance with Article 17.2 hereof, in each such case the Contractor shall furnish the Project Manager daily with three (3) copies of written statements signed by the Contractor's representatives at the site showing:

(1) The name and number of each workman employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing, and

(2) The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such determination or order, and from whom purchased or rented.

A copy of such statement will be countersigned by the Project Manager, noting thereon any items not agreed to or questioned, and be returned to the Contractor within two (2) days after submission.

The Contractor, and his subcontractors, when required by the Commissioner, or the Comptroller, or either of them, must also produce for inspection, at the office of the Contractor or subcontractor, any and all of his books, vouchers, records, daily job diaries and reports, and canceled checks, showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such work or in complying with such determination or order, and the amounts expended therefore and must permit the Commissioner and the Comptroller to make such extracts there from or copies thereof as they or either of them may desire.

In connection with such examination provided for herein, the Commissioner, upon demand, therefore, will also produce for inspection by the Contractor such records as the Department may have with respect to such extra or disputed work or work performed under protest pursuant to order of the Commissioner except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

ARTICLE 18 - APPROVALS

This Contract shall not become effective or binding unless:

A. the Comptroller shall have endorsed his certificate that there remains unexpended and unapplied a balance of appropriation of funds applicable hereto sufficient to pay the estimated expense of executing this Contract; and

B. approved by the Mayor pursuant to the provisions of Executive Order No.42, dated October 9, 1975 in the event the Executive Order requires such approval; and

C. , certified by the Mayor (Mayor's Fiscal Committee created pursuant to Executive Order No.43, dated October 14, 1975) that performance thereof will be in accordance with the City's financial plans; and

D. the requirement of this Article shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Contract to be effective and for the expenditure of City funds.

ARTICLE 19. RESOLUTION OF DISPUTES

1. Except as provided in 1(a) and 1(b) below, all disputes between the City and the vendor that arise under, or by virtue of, this contract shall be finally resolved in accordance with the provisions of this section and Section 4-09 of the Rules of the Procurement Policy Board ("PPB Rules"). This procedure shall be the exclusive means of resolving any such disputes.

   (a) This section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

   (b) For construction and construction-related services this section shall apply only to disputes about the scope of work delineated by the contract, the interpretation of contract documents, the amount to be paid for extra work or disputed work performed in connection with the contract, the conformity of the vendor's work to the contract, and the acceptability and quality of the vendor's work; such disputes arise when the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner makes a determination with which the vendor disagrees.

2. All determinations required by this section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this section shall be deemed a non-determination without prejudice that will allow application to the next level.

3. During such time as any dispute is being presented, heard, and considered pursuant to this section, the contract terms shall remain in full force and effect and the vendor shall continue to perform work in accordance with the contract and as directed by the Agency Chief Contracting Officer ("ACCO") or Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner. Failure of the vendor to continue the work as directed shall constitute a waiver by the vendor of any and all claims being presented pursuant to this section and a material breach of contract.

4. Presentation of Dispute to Agency Head.

   (a) Notice of Dispute and Agency Response. The vendor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the vendor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the vendor in the dispute was arrived at. Within thirty (30) days after receipt of the complete Notice of

Dispute, the ACCO or, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the vendor to produce any requested material whose relevancy the vendor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the vendor of its claim.

(b) Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the vendor and the ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other vendor with a contract related to the work of this contract and that vendor shall be bound by the decision of the Agency Head. Any vendor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the vendor initiating the dispute.

(c) Agency Head Determination. Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the vendor and ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, together with a statement concerning how the decision may be appealed.

(d) Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this section. The City may not take a petition to the CDRB. However, should the vendor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the vendor and more favorable to the City than the decision of the Agency Head.

5. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the vendor to the CDRB, the vendor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

(a) Time, Form, and Content of Notice. Within thirty (30) days of receipt of a decision by the Agency Head, the vendor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the vendor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head, and (iii) a copy of all materials submitted by the vendor to the agency, including the

Notice of Dispute. The vendor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

(b) Agency Response. Within thirty (30) days of receipt of the Notice of Claim, the agency shall make available to the Comptroller a copy of all material submitted by the agency to the Agency Head in connection with the dispute. The agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

(c) Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in sections 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the vendor. Willful failure of the vendor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the vendor of its claim. The Comptroller may also schedule an informal conference to be attended by the supplier, agency representatives, and any other personnel desired by the Comptroller.

(d) Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in 5(c) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the vendor and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The vendor may not present its petition to the CDRB until the period for investigation and compromise delineated in this paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the contract between the parties.

6. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

(a) the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

(b) the City Chief Procurement Officer ("CCPO") or his/her designee, or in the case of disputes involving construction, the Director of the Office of Construction or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated , and

(c) a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

7. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within

the period provided in this section, the vendor, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.

(a) **Form and Content of Petition by Vendor. The vendor shall present its dispute to the CDRB in the form of a Petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the vendor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the vendor to the agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the vendor to, the Comptroller's Office. The vendor shall concurrently submit four complete sets of the Petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the vendor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.**

(b) **Agency Response. Within thirty (30) days of receipt of the Petition by the Corporation Counsel, the agency shall respond to the statement of the vendor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the agency response shall be submitted to the CDRB at OATH's offices and one to the vendor. Extensions of time for submittal of the agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) days.**

(c) **Further Proceedings. The Board shall permit the vendor to present its case by submission of memoranda, briefs, and oral argument. The Board shall also permit the agency to present its case in response to the vendor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the agency's case. Neither the vendor nor the agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on it own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.**

(d) **CDRB Determination. Within forty-five (45) days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of the contract. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.**

(e) **Notification of CDRB Decision. The CDRB shall send a copy of its decision to the vendor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, the Office of Construction, the PPB, and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner. A decision in favor of the vendor shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) days after the date the parties are formally notified of the CDRB's decision.**

(f) **Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a**

challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with Section 4-09 of the PPB Rules.

8. Any termination, cancellation, or alleged breach of the contract prior to or during the pendency of any proceedings pursuant to this section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this section.

ARTICLE 20 - OMITTED WORK

If any Contract Work in a lump sum contract, or if any part of a lump sum item in a unit price Contract is omitted by the Commissioner, the Contract price subject to audit by the Comptroller, shall be reduced by an amount equal to the price of such omitted work, If any Contract Work in a unit price Contract, whether the whole of a lump sum item or units of any other item, is so omitted by the Commissioner, no payment will be made therefor.

ARTICLE 21—WARRANTY

A. The System furnished under this Contract shall be warranted against failures or defects in material and workmanship for a period of one (1) year after Substantial Completion .

B. Notwithstanding inspection and acceptance by the NYPD of software and hardware furnished under the Contract or any condition of this Contract concerning the conclusiveness thereof, the Contractor warrants, during the warranty period described in Section (A) above, that all software and hardware:

(i) Are fit for the ordinary purposes for which the software and hardware were developed and used;
(ii) Are, within the variations permitted by the Contract, if any, of an even kind, quality, and quantity within each unit and among all units;
(iii) Are adequately contained, packaged, and marked as the Contract may require; and
(iv) Conform to the promises or affirmations of fact made on the container.

C. The Contractor assumes responsibility for all defects in the System. . The Contractor must ensure the System is free from defects and must remedy all such defects at no cost to the NYPD during the warranty period.

D. In the event the system covered by the warranty provisions fails during the warranty period, the Contractor shall perform all necessary corrective work and return the system to full operation in accordance with the terms of the Specification, without any cost or expense to the NYPD.

E. In cases where the Contractor is notified of the need to repair and or replace the Work, the existing warranty will not apply to the extent that such failure is caused by user or NYPD misuse . Several examples of user misuse are noted below:

1. Work damaged by external fire;
2. Work damaged by water; or
3. Work damaged in collision.

F. In case the Contractor shall fail to repair or replace any part or do any Work in accordance with the terms of the warranty, or if immediate replacement or repair is necessary to maintain operation of the Work, the Project Manager shall have the right to cause such replacement or repair to be made at the expense of the Contractor.

G. Each and every piece of equipment, component or part thereof that is replaced, repaired, adjusted or serviced in any manner under the terms of the warranty by the Contractor during the warranty period shall be reported to the Project Manager on forms supplied by the NYPD . Each report shall indicate in detail all replacement, repairs, adjustments and servicing to each and every component, unit or parts thereof.

H. Any warranty work shall be accomplished with minimum disruption to the NYPD's operating facilities. The Project Manager at his sole discretion shall determine the availability of facilities for warranty work.

I. The Warranties under this Contract shall not in any way or manner decrease, modify, affect, relieve or excuse the Contractor, Subcontractor or Suppliers from their responsibility or liability under applicable law for breach of which they would be responsible and liable in damages to the NYPD or any other person and persons.

J. The Contractor shall obtain all Manufacturers' warranties and guarantees of the Work in the name of the NYPD and shall deliver copies to the Project Manager.

K. Irrespective of the Manufacturer's or Supplier's warranties, guarantees, terms and conditions, the Contractor's guarantees and warranties for the Work shall be under the terms and for the period as stated in the Contract.

L. The Project Manager shall have the right to inspect all Work done under this warranty subject to the same terms applicable to the Work under the Contract.

M. The Contractor along with an NYPD representative shall inspect any failure or defect in the Work during the warranty period to determine that the failure or defect is covered by the warranty provisions.

N. During the warranty period, a field service representative shall be available to perform warranty work at the NYPD's Work location in accordance with the terms of the Specification. O. Contractor's warranty obligations hereunder shall not apply in the event the System or any components of the System are modified or maintained by parties other than Contractor or its subcontractors, without Contractor's consent.

Article 22. [RESERVED]

(E)

ARTICLE 23 COMERCIAL COMPUTER SOFTWARE RESTRICTED RIGHTS

Restricted Computer Software, as defined in Article 2 above, shall be licensed to the City in accordance with the manufacturer's software license terms and conditions. Software shall be delivered in source code format as provided in the Agreement. Such source code shall be for internal use only and shall not be transferred or sold to any party without written permission and license from CONTRACTOR or its subcontractor; source code shall be protected and treated by City as confidential and proprietary trade secrets. No party shall be given access to such source code without first agreeing to maintain such source code as confidential, proprietary trade secrets maintained for the benefit of CONTRACTOR or its subcontractor. Any modifications or enhancements made to the source code by personnel other than Contractor may void the warranty and maintenance obligations assumed hereunder.

Article 24: MAINTENANCE CONTRACT

(A) The term of the maintenance contract shall be for a period of five (5) years, commencing upon the expiration of the one year warranty period.

(B) The cost to the NYPD of said maintenance contract shall be as agreed by the parties in the Agreement.

(C) The maintenance contract shall be administered in accordance with the description in the Specifications.

(D) Invoices for maintenance work performed and accepted the preceding month, at the applicable monthly rate (derived from the annual rate set forth in the Price Schedule) shall be submitted on the fifteenth day of each month subject to the Contractor's compliance with the submission requirements contained hereunder and all other provisions of the Contract documents.

ARTICLE 25: THE MACBRIDE PROVISIONS

MACBRIDE PRINCIPLES PROVISIONS FOR NEW YORK CITY CONTRACTORS

ARTICLE I. MACBRIDE PRINCIPLES
NOTICE TO ALL PROSPECTIVE CONTRACTORS

a. Local Law No. 34 of 1991 became effective on September 10, 1991 and added section 6-115.1 to the Administrative Code of the City of New York. The local law provides for certain restrictions on City contracts to express the opposition of the people of the City of New York to employment discrimination practices in Northern Ireland and to encourage companies doing business in Northern Ireland to promote freedom of work place opportunity.

b. Pursuant to Section 6-115.1, prospective contractors for contracts to provide goods or services involving an expenditure of an amount greater than ten thousand dollars, or for construction involving an amount greater than fifteen thousand dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their contract, that any business in Northern Ireland operations conducted by the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

c. Prospective contractors are not required to agree to these conditions. However, in the case of contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to such conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest responsible bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable law and rules, that it is in the best interest of the city that the contract be awarded to other than the lowest responsible bidder pursuant to Section 313(b)(2) for the City Charter.

d. In the case of contracts let by other than competitive sealed bidding, if a prospective contractor does not agree to these conditions, no agency, elected official or the Council shall award the contract to that bidder unless the entity seeking to use the goods, services or construction certifies in writing that the contract is necessary for the entity to perform its function and there is no other responsible contractor who will supply goods, services or construction of comparable quality at a comparable price.

PART A

e. In accordance with section 6-115.1 of the Administrative Code of the City of New York, the contractor and any individual or legal entity in which the contractor holds ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

PART B

f. For purposes of this section, the following terms shall have the following meanings:
1. "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work place opportunity which required employers doing business in Northern Ireland to:

(1) increase the representation of individuals from under represented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

(2) take steps to promote adequate security for the protection of employees from under represented religious groups both at the work place and while traveling to and from work;

(3) ban provocative religious or political emblems from the work place;

(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from under represented religious groups,

(5) establish layoff, recall and termination procedures which do not in practice favor a particular

religious group;

(6) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from under represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from under represented religious groups;

(8) establish procedures to assess, identify and actively recruit employees from under represented religious groups with potential for further advancement; and

(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

ARTICLE II. ENFORCEMENT OF ARTICLE I.

a. The contractor agrees that the covenants and representation in Article I above are material conditions to this contract. In the event the contracting entity receives information that the contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the contractor in default and/or terminate this contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such terminations, the contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of this contract either itself or by engaging another contractor or contractors. In the case of a requirements contract, the contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the contractor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of the contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this contract or by operation of law.

ARTICLE 26—YEAR 2000 COMPLIANT

(A) In accordance with the terms of Article 21, Warranty, Contractor warrants that all technology provided by the Contractor containing or calling on a calendar function including, without limitation, any function indexed to the system clock, and any function providing specific dates or days, or calculating spans of dates or days, shall record, store, process, provide, and where appropriate insert, true, and accurate dates and calculations for dates and spans including and following January 1, 2000. As part of its maintenance obligations, the Contractor shall consult with the NYPD to ensure that the technology will (i) have no lesser functionality with respect to records containing dates both, or either, before or after January 1, 2000 that heretofore with respect to dates prior to January 1, 2000

- Year 2000 compliant means technology that accurately processes date/time data (including but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant technology, when used in combination with other technology, shall accurately process date/time data if the other technology properly exchanges date/time data with it.

There is no further text on this page.

ARTICLE 26 AFFIRMATION

The undersigned Contractor affirms and declares that said Contractor is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Contractor to receive public contracts. Full name of Contractor: _____

Address _____

City_____ State _____ Zip Code_____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorship *
SOCIAL SECURITY NUMBER

— — — — — — — — —

☐ B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER

— — — — — — — — —

☐ C - Corporation
EMPLOYER IDENTIFICATION NUMBER

By_____
Signature

_____
Title

If a corporation place seal here:

Must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying of businesses which seek City contracts.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

_____

_____

_____

hereinafter referred to as the "Principal", and _____

_____

_____

_____

_____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

_____

_____

_____

($_____) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

_____

_____

_____

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default, and shall protect the said City of New York against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said City or its officers or agents of which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said PRINCIPAL, or his (their, its) agents or servants, or the improper performance of the said work by the said PRINCIPAL, or his (their, its) agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, if requested to do so by the City, to fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, if the City determines that the Principal, for any cause, has failed or neglected to fully perform and complete such Work. The Surety (Sureties) further agrees to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within such time as the City may fix. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or Work to be performed thereunder, or by any payment thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, _____.

(Seal) _____(L.S.)
Principal

By:_____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ _____ that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ _____described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

_____
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

SCHEDULE A and GENERAL CONTRACT CONDITIONS

PIN: 056090000665	General Conditions Section 1, Schedule A	Contract Description: Internet Based Auctioning of Invoiced Property
Reference	**Item**	**Requirements**
Appendix A- Article 6.4 and Section 1.3 of the General Conditions	Performance and Completion/Labor and Material Bonds and Retained Percentage and Workmanship Guarantee	Performance Bond Required in the amount of $1,000,000
Additional Bon Requirement	Fidelity Bond	Fidelity Bond Required in the Amount of $250,000.
Appendix A – Article 4	Time of Completion	Anticipated: 5 Year contract with two 2Yr. 6 Mo. Renewal Options
Appendix A – Article 6.2	Liquidated Damages	To be Determined
Appendix A – Article 12.8	Subcontracting	To be Determined
Insurance certificates, policies, and endorsements must be sent to NYPD CAU, 5 1 Chambers Street, Room 310, NY, NY. 10007	**Insurance indicated by (X) will be required under this contract.**	**See Specific Insurance Requirements Below for further details concerning insurance requirements for this contract.**
Appendix A – Article 6.1 and General Conditions Sec. 1.1 Below	Insurance	Insurance Subject to Approval by NYPD
See General Conditions (GC) Sec. 1.2 (1) Below	(X) Workers' Compensation & Disability Benefits Coverage	Statutory – Pursuant to § 57 of the NYS Workers' Compensation Law
See GC Sec. 1.2 .(2) Below	(X) Employer's Liability	$1,000,000 per accident
See GC Sec. 1.2 (3) Below	(X) Commercial General Liability (CG 00 01(ed 11/88)) or equivalent. Combined Single Limit - Bodily Injury and Property Damage (X) City of New York and the Police Department added as an additional insured to CGL policy.	$1,000,000 per occurrence $1,000,000 products/completed operations $2,000,000 general aggregate $25,000/claim maximum deductible.
See GC Sec. 1.2 (4) Below	(X) Automobile Liability (CA 00 01(ed. 01/80))	$1,000,000 Bodily Injury and Property Damage each occurrence.
Appendix A-- Article 5	Partial Payment	(X) Will be Allowed ( ) Will not be allowed
See Sec. 1.3 (2) Below	Payment Submissions and VENDEX for Subcontractors	See Section 1.3 (2) of the General Conditions for details on submitting payments and VENDEX for subs
SEE SECTION 3 General Conditions	**MWBE SUBCONTRACTING REQUIREMENTS**	**There are no MWBE Utilization goals for this contract**

MWBE UTILIZATION TARGET	MWBE UTILIZATION GOAL
Black Owned Subcontractors	NA
Hispanic Owned Subcontractors	NA
Caucasian Female Subcontractors	NA
Total MWBE Subcontracting Goal:	NA

Deductibles and Self -Insured Retention's Any deductibles or self-insured retention's must be declared to the Agency Chief Contracting Officer (ACCO).

There is no further text on this page.

GENERAL CONDITIONS
SECTION 1.1 AGREEMENT TO INSURE

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

(i) The Contractor shall obtain and maintain insurance outlined in Schedule A.

(ii) The Insurance required for this contract must be on forms acceptable to the Department and offered by Insurers acceptable to the Department.

(iii) The Department may, at its discretion, and if approved by the New York City Law Department and the Comptroller's Office, accept letters of credit or custodial accounts in place of insurance requirements.

(iv) All insurance contributing to satisfaction of Schedule A insurance requirements shall provide that the policy shall not be canceled, terminated or modified by the Company unless twenty (20) days prior written notice is given to The City of New York, Police Department, Contract Administration Unit, 3rd Floor, 51 Chambers Street, New York, NY, 10007.

(v) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to satisfaction of Schedule A requirements and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the City of New York is named as additional insured.

(vi) Claims made insurance policies will be accepted only for professional liability and such other risks as are authorized by the New York State Insurance Department. All such policies, contributing to satisfaction of Schedule A requirements, shall have an extended reporting period option or automatic coverage of not less than two years.

(vii) The Contractor shall notify the Department's Legal Division of any accidents arising in the course of operations under this contract causing bodily injury or property damage.

(viii) The Contractor or his engineer may apply to Police Department Legal Division for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

(ix) ***The Contractor shall obtain insurance coverage from insurance companies that have a Best's rating of no less than A:X.***

SECTION 1.2 SPECIFIC INSURANCE REQUIREMENTS

(1) Workers' Compensation Insurance:

Pursuant to Section 57 of the New York State Workers' Compensation Law, the bidder must submit proof of workers' compensation and disability benefits coverage to the Police Department prior to the execution of any contract resulting from this solicitation. Two certificates of such insurance or authority for self-insurance shall be furnished to the Commissioner.

Pursuant to Section 57 of the New York State Workers' Compensation Law, the Contractor shall maintain coverage of workers' compensation and disability coverage throughout the term of this contract, plus any time extensions thereto, and shall submit proof of coverage to the Police Department.

(2) Employer's Liability Insurance:

Before performing any work on the Contract, the Contractor shall procure Employer's Liability Insurance affording compensation for all employees proving labor or services for whom Worker's Compensation coverage is not a statutory requirement. Two certificates of such insurance shall be furnished to the Commissioner.

Certificates confirming renewals of insurance shall be presented not less than 30 days prior to the expiration date of coverage until all operations under this contract are deemed completed.

(3) Commercial General Liability:

The Contractor shall procure a Commercial General Liability Insurance (CGL) policy in the Contractor's name and adding the City of New York and the Police Department as additional insured (CG 20 10). The CGL shall be endorsed to cover liability assumed by the Contractor under the indemnity provisions of this agreement. The CGL shall be in effect before the commencement of work and must be maintained during the life of the contract. The CGL shall protect the City, the Contractor, and his/her subcontractors performing work at the site, from claims for property damage and/or bodily injury that may arise from operations under this contract; whether such operations are performed by him/herself or anyone directly or indirectly employed by him/herself. Two (2) certificates of insurance shall be furnished in a manner acceptable to the Police Department, together with copies of all endorsements as pertain to the requirements of this contract.

The City, its officers, officials and employees are to be covered as additional insureds for liability arising out of activities performed by or on behalf of the Contractor; and products and completed operations of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officers, officials, and employees.

The Contractor's insurance coverage shall be the primary insurance for the City, its officers, officials, and employees with respect to this contract.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Police Department, its officers, officials, and employees.

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 Commercial General Liability Policy shall contain no exclusions or endorsements that are not acceptable to the City and shall be on a form and issued by an insurance company acceptable to the City. Limits above are as provided in CG 00 01 (ed. 11/85).

Commercial General Liability - Endorsements and Exclusions.

Commercial General Liability insurance policies shall include the City of New York and the Police Department, as additional insured and shall contain, by rider annexed to such policies, the following provisions:

a. Notice shall be addressed to the Commissioner of the Police Department, c/o the Contract Administration Unit, 3rd Floor, 51 Chambers Street Place, New York, New York 10007.

b. Notice of Cancellation of Policy: The policy shall not be canceled, suspended, modified or changed by the Company unless the thirty (30) days prior written notice is sent to the Commissioner of the Police Department.

c. The following shall also be added as additional insureds:

N/A

(4) Automobile Insurance

Before commencing work at the site, the Contractor shall procure an Automobile Liability insurance policy in the Contractor's name and endorsed to cover liability assumed by the Contractor under the indemnity provisions of this agreement. This insurance policy must be maintained during the life of the contract and shall include comprehensive form coverage for all owned, hired and non-owned vehicles used in connection with the requirements of this contract. Two (2) certificates of insurance shall be furnished in a manner acceptable to the Police Department, together with copies of all endorsements as they may pertain to the requirements of this contract.

The Automobile Liability Policy shall contain no exclusions or endorsements that are not acceptable to the City and shall be on a form and issued by an insurance company acceptable to the City. Limits above are as provided in CA 00 01 (ed. 01/80).

The City, its officers, officials and employees are to be covered as insureds for liability arising out of activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officers, officials, and employees.

The Contractor's insurance coverage shall be primary insurance for the City, its officers, officials, and employees with respect to this Contract.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Police Department, its officers, officials, and employees.

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.

SECTION 1.3 - PAYMENT AND PERFORMANCE GUARANTEES and REQUIREMENTS

(1) Retainage and Workmanship Guarantee

a. Retainage: To further assure the faithful and acceptable completion of this contract, the Police Department will withhold as retainage the percentage 5% of each invoice payment request. In lieu of such retainage, the Contractor may submit a performance completion bond, in the form included in Appendix A, equal to 100% of the retainage projected to be held by the City. Retainage shall be held until by the Police Department until one year after the system has been accepted. Within 30 days thereafter, the NYPD shall make a determination that the Contractor has completed the work required and has restored the work areas included in this contract to the satisfaction of the Department. The NYPD shall make a final acceptance determination, in writing to the Contractor. The total retained amount, or a portion thereof depending on performance, shall be paid to the Contractor after the NYPD makes its final acceptance determination.

b. Workmanship Guarantee: All work under the Agreement shall be guaranteed to be free from defect for the period stated in the Schedule A. If any work performed by the Contractor becomes defective during the guarantee period, the Contractor shall repair the defective work to the NYPD specifications. Such repair of defective work shall be further guaranteed to be free from defect for the period stated in the Schedule A.

(2) Payments Made and Due to Subcontractors

The Contractor shall include on each payment requisition a separate breakout of all subcontract work including for each subcontract the following:

Date; Subcontractor Name; Value of Subcontract; Total Amount Previously Paid to Subcontractor for work previously requisitioned; and the amount, including retainage, to be paid to the subcontractor for work included in the registration.

In addition, the Contractor shall have subcontractors submit to the Police Department - Contract Administration Unit- a complete VENDEX Business and Principal Questionnaires for each subcontract of $100,000 or more.

3) City's Set-Off Rights

Nothing in this Contract shall limit the City's common law, equitable, and statutory rights of set-off. Such rights shall include, but not limited to, the City's option to withhold, up to any amounts due and owing under this contract, any funds owed to the City in accordance with City and/or State law. The City shall exercise its set-off rights in accordance with normal City practices, and, in cases of set-off pursuant to an audit, the finalization of such audit by the City, its representatives, or the State Comptroller.

4) Changed Conditions and Contract Modification

a. GOVERNMENT RULES AND REGULATIONS- Any contract or order resulting from this agreement affected by rules and regulations of the Government of the United States may be either modified to conform thereto or may be terminated without penalty to the Contractor, as shall be determined by the Commissioner in writing. Such modified contract or order shall be subject to audit by the Comptroller of the City of New York.

b. **The Contractor is hereby advised that any contract modification, change order, amendment, or extra work done in advance of the required City approvals for such work, including but not limited to the registration of the change order with the Office of the Comptroller, is done solely at the risk of the Contractor.**

5) Prevailing Wage Rates

The Contractor's attention is drawn to the fact that the New York State Prevailing Wage Laws, Section 220 and/or 230, as applies herein, shall be strictly enforced. There are five requirements for full contractor compliance with the NYS Prevailing Wage Laws for its workers and its subcontractor's workers:

I. Proper Payment involves paying a worker the prevailing wages, benefits and supplemental wages, required for the type of work performed. The Contractor shall be required, with each payment request, to submit this information in the format approved by the City of New York.

II. Posting of the prevailing wages is required at the work site.

III. A Sign-in Sheet must include the signature of every worker at the site for each day of work. The workers shall sign that they understand that project is a public works projects covered under NYS Law. The Contractor shall submit the daily sign-in sheet, on a daily basis, to the NYPD Project Manager, in the City approved format.

IV. Each of the Contractor's workers shall be given an information card about the prevailing wage requirements. At the time of distribution, the contractor shall have each worker sign a statement certifying that the worker has been advised of the prevailing wage requirements.

V. Identification Badges shall be worn on-site and shall indicate the worker's name, trade, and employer's name. The Contractor shall be responsible for the workers' and subcontractor's compliance with this requirement.

SECTION 2—GENERAL TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGY (IT) PROJECTS

A. LEGAL APPROVAL

Any contract resulting from this Solicitation Document shall be submitted to the City of New York's Corporation Counsel for Approval as to Form and Certification as to Legal Authority. The successful proposal shall become an integral part of the contract. It shall not, however, be considered the total binding obligation for the contract. Any and all proposal conditions may be included, at the discretion of the City's procurement officer, as a part of a final negotiated and approved contract.

B. NO ADVANCE PAYMENTS

The NYPD will pay only for services rendered, reviewed, and accepted by the project manager. No advance payment will be authorized.

C. LIQUIDATED DAMAGES

1. Time is of the essence to this Contract.

In the event of a delay under the Contract--pertaining to the delivery of Work, except warranty and maintenance--beyond the time as set forth in the Agreement, or beyond the period to which such time may be extended by the

NYPD as herein provided, the NYPD will be paid damages for such delay. Inasmuch as the amount of such damages and the loss to the City will be extremely difficult to ascertain, it is hereby expressly agreed that such damages will be liquidated and paid as follows:

a.. The Contractor will pay the NYPD for each and every hour of unexcused delay the sum of $100 per hour, which sum is hereby agreed upon not as a penalty but as liquidated damages.

b.. The NYPD will have the right to deduct such liquidated damage assessments from any monies due or which may thereafter become due to the Contractor under this Contract. In case the amount which may become due hereunder, will be less than liquidated damages due to the NYPD, the Contractor will pay the difference upon demand by the NYPD.

2. In the event of a delay in the performance of any warranty and/or maintenance work, beyond the period to which such time may be extended by the NYPD, as herein provided, the NYPD will be paid damages for such delay. Such damages will be in addition to any amounts due pursuant to liquidated damages. Inasmuch as the amount of such damages and the loss to the NYPD will be extremely difficult to ascertain, it is hereby expressly agreed that such damages will be liquidated and paid as follows:

a) The Contractor will pay the NYPD for each and every hour, of unexcused delay, the sum of one hundred dollars per hour ($100) which sum is hereby agreed upon not as a penalty but as liquidated damages.

b) The NYPD will have the right to deduct such liquidated damage assessments from any monies due, or which may thereafter become due to the Contractor from the Contract. In case the amount which may become due hereunder will be less than liquidated damages due to the NYPD, the Contractor will pay the difference upon demand by the NYPD.

D. SUBJECT TO APPROPRIATIONS

The NYPD reserves the right to cancel a contract negotiated as a result of this RFP at any time due to lack of appropriated funds. In addition, the NYPD may terminate the contract at any time when it is in the NYPD' best interest as specified in Appendix A of the NYPD standard agreement form.

E. CITY PROPERTY

Software written and delivered as a result of the project will be transmitted to the NYPD in source code form, with complete and acceptable documentation, as it is completed or acquired. Any software so approved will be delivered to the NYPD as stated herein.

All products, software, reports, data, flow charts, and equipment, etc., developed under this contract become the sole property of the NYPD and will be transmitted to the NYPD promptly upon completion or termination of the contract. The Contractor will not include any imbedded codes or proprietary schemes that limits the ability of the NYPD, or other contractors, to continue usage of such systems.

Customized Software provided to the contractor by the NYPD as a result of this contract remains the sole property of the NYPD. The contractor does not have the right to retain copies of any product, software, report, data, etc., developed or acquired as result of this contract either for further use or for purposes of resale.

All copyright of materials produced under any contract or subcontracts awarded, as a result of this RFP, will be retained by the NYPD.

All form of data generated as a result of this contract will be delivered to the NYPD at the direction of the NYPD Project Manager, or his/her authorized designee. During the period of performance, the information may not be disclosed to third parties, except as expressly provided in the contract, without the written permission of the NYPD Project Manager.

F. PROJECT COORDINATION

The NYPD project manager will be the primary contact point between the Contractor and NYPD. All reports, billings, and problems will be routed through NYPD project manager. The daily supervision of project personnel

will be the responsibility of the contractor's project manager and not the responsibility of the NYPD' project manager.

G. PAYMENT OF TAXES

Contractors in arrears on any State or local taxes shall have the payment provisions of the contract approved by the City of New York Department of Finance, prior to contract award, or during the course of the Agreement.

H. STANDARDS

Unless otherwise agreed to in writing by the NYPD, all work performed will conform to NYPD operational and functional standards, requirements, and criteria as identified in Appendix B, or as amended thereafter.

I. REIMBURSEMENT TO CITY FOR UNACCEPTABLE DELIVERABLES

The Contractor is responsible for the quality, accuracy and completion of all work identified in the contract. All work will be subject to evaluation and inspection by the NYPD at all times to:

1. Ensure satisfactory progress;
2. Determine quantities of work performed for progress payment purposes;
3. Be certain that work is bring performed in accordance with contract specifications, terms and conditions; and
4. Determine if corrections and modifications are necessary.

Should such inspections or the NYPD audit indicate substantial failure on the part of the Contractor, the NYPD may terminate the contract for default. Furthermore, the NYPD may require the Contractor to reimburse any monies paid (pro rata based on the identified proportion of unacceptable product received) and any associated damage such as, but not limited to, NYPD facilities and other resource used, and direct expense incurred.

J. TERMINATION FOR DEFAULT

If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will ensure its completion within the written contracted time frame, the NYPD may terminate the right to proceed with the work or such part of the work as to which there has been delay. This clause does not restrict NYPD termination rights under the general contract provision of Appendix A, Article 13 Termination.

K. CONTRACT CHANGES

Appendix B of the RFP describes the NYPD operational and functional requirements for the **SYSTEM**. The Contractor's proposed **SYSTEM** (software, hardware, and support) solutions will address all of the operational and functional requirements required by the NYPD. Change Orders will only be considered when and if the NYPD adds, modifies, or deletes an operational or functional requirement. During the course of performing the work required by this contract, the Contractor may be required to perform additional work within the general scope of the contract. At such time when additional work is required, the NYPD will forward to the Contractor a description of the change order work to be accomplished and request that a proposal be offered within a given period. No work will commence by the Contractor without prior written authorization from the NYPD. All parts and labor costs for additional work will be based upon rates specified in the contractor's cost proposal where such costs exist. Change Orders that increase or decrease the value of the Contract are subject to approvals in accordance with §5-02 of the City of New York's Procurement Policy Board Rules. Contract Change Order Costs will be limited to the following:

1. If unit prices exist, as per the Contractor's cost proposal, the contract change order work will be billed at the rates set forth in the Contractor's cost proposal.
2. If unit prices do not exist for change order work being performed directly by the Contractor, the NYPD will negotiate a fair and reasonable price for the contract change order work. Under this circumstance, the Contractor will be entitled to actual costs plus a mark-up limit of 10% for overhead and administrative costs plus 10% for profit. However, the base (actual) cost for such work will be based on industry-accepted rates (for labor—such as standard prevailing wages) and fair and reasonable costs for parts and supplies. If the NYPD can substantiate that it is being overcharged, the Contractor will provide a written statement explaining in detail its cost determination. If the NYPD finds such cost determinations to be unfair or unsubstantiated, the NYPD will order the Contractor to proceed at the costs the NYPD deems fair and reasonable. The Contractor may dispute such NYPD order in accordance with the Agreement Section on Resolution of Disputes.
3. If the unit prices do not exist for change order work being performed by third party vendors or subcontractors, the NYPD will negotiate a fair and reasonable price for the contract change order work. Under this circumstance, the Contractor will provide a detailed cost breakdown of the third party vendor's costs. The

Contractor will be entitled to a maximum 5% mark-up over the third party vendor's costs. However, the third party's costs will be evaluated by the NYPD to determine its fairness and reasonableness. If the NYPD finds such costs to be unfair, unsubstantiated, or above the market rate for such services or goods, the Contractor will provide a written statement explaining in detail its cost determination. If the NYPD finds such cost determinations to be unfair or unsubstantiated, the NYPD will order the Contractor to proceed at the costs the NYPD deems fair and reasonable. The Contractor may dispute such NYPD order in accordance with the Agreement Section on Resolution of Disputes.

4. The Contractor will apply its guarantee of best costs to all change order work.

L. WITHHOLDING OF CONTRACT PAYMENTS

Notwithstanding any other payment provisions of this contract, failure of the contractor to submit required reports of deliverables when due, or failure to perform according to the work schedule or deliver required work, supplies, or services will result in the withholding of future payments under this contract. This will not apply if such failure arises out of causes beyond the control of, and without the fault or negligence of, the Contractor. The project manager will promptly notify the contractor of any intention to withhold any payments.

M. GUARANTEE OF ACCESS TO SOFTWARE

The NYPD will have full and complete access to all:

1. source code;
2. documentation;
3. utilities;
4. software tools, and
5. other similar items, that are used to develop/install the proposed automated equipment and facilities management software/hardware or that may be useful in maintaining or enhancing the equipment and facilities management software/hardware system after it is operating in a production environment. For any of the above mentioned items which are not turned over to the NYPD upon completion of the installation, the Contractor should provide a guarantee to the NYPD of uninterrupted future access to, and license to use, these items. The guarantee should be binding on all agents, successors, and assignees of the contractor and subcontractor. The NYPD reserves the right to consult its legal counsel as to the sufficiency of the licensing agreement and guarantee of access offered by the contractor.

SECTION 3: NOTICE TO ALL PROSPECTIVE CONTRACTORS

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The

contract provisions contained herein are made pursuant to Local Law 129, and the rules of the Department of Small Business Services (DSBS) promulgated thereunder.

Article I, Part A, below, sets forth provisions related to the participation goals for construction and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

1. The target subcontracting percentage applicable to this contract is set forth on Schedule A if this is a solicitation for a construction contract, and on a separate notice if this is a solicitation for professional services.

The "target subcontracting percentage" is the percentage of the total contract which Agency anticipates that the prime contractor for this contract would in the normal course of business award to one or more subcontractors for amounts under $1 million. A prospective contractor may seek a full or partial pre-award waiver of the target subcontracting percentage in accordance with Local Law 129 and Part A, Section 9 below.

2. The participation goals established for this contract are set forth on Schedule A if this is solicitation for a construction contract, and on a separate notice if this is a solicitation for professional services.

Participation goal percentages are percentages of the total dollar value of all subcontracts under this Agreement for amounts under $1 million.

3. If participation goals have been established for this contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under $1 million, Contractor shall be subject to the participation goals, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 10 below.

4. If participation goals have been established for this contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a utilization plan indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under $1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under $1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the time frames in which such work by MBEs and/or WBEs is scheduled to begin and end. In the event that this utilization plan indicates that the bidder or proposer, as applicable, does not intend to award the target subcontracting percentage, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver

of the target subcontracting percentage in accordance with Local Law 129 and Part A, Section 9 below.

5. Where a contractor utilization plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. Where a contractor utilization plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE hired pursuant to such plan, the work performed by, and the dates and amounts paid to each.

7. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's utilization plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II below, unless the Contractor has obtained a modification of its utilization plan in accordance with Local Law 129 and Part A, Section 10 below.

8. Where a contractor utilization plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

9. Pre-award waiver of target subcontracting percentage. Agency may grant a full or partial waiver of the target subcontracting percentage to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its utilization plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, as applicable, has the capacity and the bona fide intention to perform the contract without any subcontracting, or to perform the contract without awarding the amount of subcontracts for under one million dollars represented by the target subcontracting percentage. In making such determination, Agency may consider whether the utilization plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the contract that it intends to subcontract.

10. Modification of utilization plans. The Contractor may request modification of its utilization plan after the award of this contract. Agency may grant such request if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made all reasonable, good faith efforts to meet the goals set by Agency for the contract. In

making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(a) The Contractor advertised opportunities to participate in the contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(b) The Contractor provided notice of specific opportunities to participate in the contract, in a timely manner, to minority and women's business organizations;

(c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the contract was solicited;

(d) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the contractor utilization plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(e) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;

(g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(h) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

11. If participation goals have been established for this contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B

MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a contractor utilization plan, the resulting contract may be audited by DSBS to determine

compliance with Section 6-129. 6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the contractor utilization plan.

2. Directories of certified MBEs and WBEs are available on DSBS's website at http://www.nyc.gov/html/sbs/html/mwbe.html and at DSBS's office located at NYC Department of Small Business Services, 110 William Street, 7th Floor, New York, NY 10038.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.

4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this contract and the agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this contract that implements Section 6-129, including, but not limited to any contractor utilization plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this contract that implements this Section 6-129, including, but not limited any contractor utilization plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the contractor is in default of the contract;

(d) terminating the contract;

(e) declaring the contractor to be in breach of contract;

(f) withholding payment or reimbursement;

(g) determining not to renew the contract;

(h) assessing actual and consequential damages;

(i) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, or in meeting the purposes of the contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the contract;

(j) exercise rights under the contract to procure goods, services or construction from another contractor and charge the cost of such contract to the contractor that has been found to be in noncompliance; or

(k) take any other appropriate remedy.

4. Whenever Agency has reason to believe that an MBE or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129), or has violated any provision of Section 6-129, Agency shall notify the commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

5. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

6. The Contractor's record in implementing its contractor utilization plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a contractor utilization plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.

New York City
Police Department

Request for Proposals

Issued by the:

NYPD-Contract Administration Unit

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR: PIN# 056090000665 — INTERNET BASED AUCTIONING OF INVOICED PROPERTY

Date Proposals Due: Tuesday, August 11, 2009
Time: 2:00 PM

Send Proposals in Accordance with the Proposal Submission Requirements to:

Attn: Deputy Chief Contracting Officer
NYPD-Contract Administration Unit
51 Chambers Street, 3rd Floor
New York, NY 10007
Tel. # (646) 610-5753
Fax # (646) 610-5224

THE CITY OF NEW YORK
NEW YORK CITY POLICE DEPARTMENT
REQUEST FOR PROPOSALS

TITLE: INTERNET BASED AUCTIONING OF INVOICED PROPERTY
PIN #: 056090000665

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Attachment A: Proposal Cover Letter
Attachment B: Price Proposal Form
Attachment C: Affirmation
Attachment D: Acknowledgement of Addenda
Attachment E: Doing Business Data Form

Appendix A: Supply & Service – Terms and Conditions for Information Technology Proposals & Attached Schedule A and General Conditions for IT Projects

AUTHORIZED AGENCY CONTACT PERSON

Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals is:

Name:	Jordan Glickstein
Title:	Deputy Agency Chief Contracting officer
Mailing Address:	51 Chambers Street, Room 310 (3rd floor)
	New York, New York 10007
Telephone #:	(646) 610-5753
Fax #:	(646) 610-5224
E-Mail Address:	jordan.glickstein@nypd.org

Printed on paper containing 30% post-consumer material

SECTION I - TIMETABLE

A. **Release Date of the Request for Proposals:** **Monday, July 6, 2009**

B. **Pre-Proposal Conference:**

Date: Monday, July 20, 2009

Time: 10:00 AM

Location: NYPD Police Headquarters, 1 Police Plaza,
Auditorium, off of 1st floor Lobby (near Main Entrance)
New York, New York 10038

Attendance by contractors at the pre-proposal conference is optional, but recommended by the NYPD. If you need directions to the Conference site, please call Jordan Glickstein at (646) 610-5753. If any individuals from an entity plan to attend this Pre-Proposal Conference, it is requested that you please e-mail Jordan Glickstein at jordan.glickstein@nypd.org the week before with the name of your organization and the name(s) of the individual(s) from your organization who plan to attend the Pre-Proposal Conference.

C. **Final Questions:**
Submission Deadline: Thursday, July 23, 2009
Time: 5:00PM
Address: Send Questions to the Address Listed just Below in Section D
Questions should also be E-Mailed to: jordan.glickstein@nypd.org

D. **Proposal Due Date and Time and Location:**

oo **Date:** **Tuesday, August 11, 2009**
oo **Time:** **2:00pm**
oo **Location:** **Proposals shall be submitted to:**

Jordan Glickstein
NYPD Deputy Agency Chief Contracting Officer
NYPD Contract Administration Unit
51 Chambers Street, Room 310
New York, NY 10007

E-mailed or faxed proposals will not be accepted by the agency.
Proposals must be either hand delivered or mailed to the address listed above. Proposals should state "Proposal for Internet Based Auctioning of Invoiced Property" on the outside of the Bid Envelope. Proposals received at this Location after the Proposal Due Date and Time are late and shall not be accepted by the agency, except as provided under the New York City's Procurement Policy Board Rules. The Agency will consider requests made

to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the Agency issues a written addendum to this RFP which extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

E. **Anticipated Contract Start Date:** **October 1, 2009**

Anticipated Contract End Date: **September 30, 2014**

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Background of the RFP

The Property Clerk Division of the New York City Police Department (NYPD) conducts auctions of unclaimed/ forfeited invoiced property which the NYPD has collected in the process of its law enforcement operations. In recent years, the Property Clerk Division has been having a vendor auction off much of this property over the Internet. The Property Clerk Division is seeking a vendor to continue to auction off this property over the internet. The continued use of internet auctions should allow the Property Clerk Division to continue to process property and sell it on a much more expeditious basis by having the property auctioned off on a regular basis rather than waiting for periodic public auctions not using the internet.

B. Purpose of the RFP

The New York City Police Department is seeking a vendor to provide internet based auctioning of unclaimed/ forfeited property for the Department.

The primary duties and responsibilities of the successful proposer will be as follows:

(1) To remove unclaimed/ forfeited invoiced property from various storage facilities of the NYPD Property Clerk and to transport and to pay for the transport of such property to the vendor's warehouse where such property will be processed for internet auction.

(2) To conduct internet auctions of the unclaimed/ forfeited property with the goal of streamlining and expediting the final disposition of such property that has come into the possession of the NYPD.

(3) To provide for an accommodation for members of the public who wish to participate in auctions in a non-electronic manner in order to comply with New York State Electronic Signatures and Records Act.

C. Anticipated Contract Term

It is anticipated that the term of the contract awarded from this RFP will be for five years (1,826 consecutive calendar days (ccds)). The NYPD, at its sole discretion, may request up to two, two-year and 6 month options to renew. The Agency/Department reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.

D. Anticipated Payment Structure & Agency Expectations Regarding Performance Outcome Measures and Related Financial Incentives and/or Disincentives

1. It is anticipated that the payment structure for the contract which will be awarded from this RFP will be based on the basis of a percentage of the net sale prices of the goods sold

via internet auction or otherwise disposed of by the Contractor. The net sales price means an amount equal to the sales price of the individual items sold at auction minus the credit card fee for the item. Contractors are expected to incorporate any costs that they might incur in providing the services required under this contract (i.e., storage, administrative costs, etc.) into this percentage of net sales price. The NYPD will not share in any of the costs of shipping merchandise to the winning buyers or in any of the costs involved in transporting merchandise to a scrap dealer. Thus, Proposers should include in their price proposals a clear statement of the percentage of the net sales price of items sold that the Proposer will receive from the net sales price. The remainder of any net sales proceeds (after the percentage retained by contractor) would be remitted to the NYPD. However, the NYPD will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the City's best interest.

E. Minimum Qualification Requirements

The following are the Minimum Qualification Requirements of this RFP. Proposals that fail to meet all of these requirements will be rejected.

- The selected Contractor must currently have their own internet auction web site.
- The selected Contractor must have a fully developed inventory management system with bar coding and the capability to perform audit trails.

SECTION III: SCOPE OF SERVICES

A. Program Goals and Objectives

The Agency's goals and objectives for this program are:

1. to obtain services from a vendor to remove unclaimed/ forfeited invoiced property that has been collected by the NYPD in the course of its law enforcement operations from various storage facilities of the NYPD Property Clerk and to transfer such property to the vendor's warehouse where such property is processed for internet auction.

2. to obtain services from a vendor to conduct internet auctions of the unclaimed/ forfeited property with the goal of streamlining and expediting the final disposition of such property that has come into the possession of the NYPD.

B. Agency Assumptions Regarding Contractor Approach

The Agency's/Department's assumptions regarding which approach will most likely achieve the goals and objectives set out above are:

Experience
The selected proposer will have a sufficient amount of experience to achieve the objectives set forth in the Specifications Regarding Required Work section of this RFP.

- In demonstrating their experience, the proposer would be expected to demonstrate in their proposal substantial and successful experience with the providing the same or similar services as those required in this solicitation, including an overview of the proposer's business and the number of years in business.
- Proposers should also provide information about relevant licenses, certifications, permits, and/ or Memberships in Relevant Organizations.
- The proposer should also demonstrate and guarantee the qualification levels and experience of all key staff persons who will be involved with this contract.
- Proposers should also provide a list of at least three (3) relevant references, which should preferably be from other entities for which the proposer has provided the same or similar types of services as those required in this RFP within the last three years and a list of all other entities/clients for which the proposer has provided similar types of services within the past five (5) years.
- The key staff assigned to the contract would have relevant experience in providing the services required in this RFP.

Organizational Capability
The selected proposer will have the sufficient organizational capability to provide work as specified in the in the Specifications Regarding Required Work section of this RFP.

- In demonstrating their Organizational Capability, a proposer should show its capability to carry out the requirements of the RFP (i.e., manpower, resources, managerial and

financial), and explain how the proposed program will fit into the proposer's overall professional commitments.

- A description of the quality and capacities of the Proposer's existing or planned storage site should also be provided.
- Any negative information about the proposer such as information about any claims, investigations, complaints, or lawsuits that were brought against the proposer during the past five years or any action regarding the actual or potential denial, loss or suspension of any license, certificate, or permit to the proposer during the past five (5) years should also be disclosed as well as the disposition of each such action.
- The contractor would be fiscally sound and capable of managing the proposed program.

C. Specifications Regarding Required Work

The following specifications shall be included and made part of the Agreement. The Contractor (the successful and awarded respondent to this RFP) shall be required to perform the Internet Auction Services in accordance with these specifications.

The Scope of Work for the resulting contract, if any, will include the following functions:

1. During the term of the Contract, the Property Clerk Division will contact the selected Contractor regarding the property it wants to auction over the Internet. The selected Contractor will then be responsible for removing and transporting the property to its own storage facility. As evidence of receipt and to provide proof that the Contractor took possession of the property, the Contractor will be required to sign an invoice form provided by the NYPD for all property that it takes into its possession. Once the property has been transferred to the Contractor's site, the Contractor will then be responsible for the disposal of this property by means of on-line auctions. If the property cannot be sold through on-line auctions, the Contractor MUST dispose of the property either as scrap or through destruction and assume any and all costs associated with the destruction of unsold property. If a benefit is derived from the sale of scrap material, then it is anticipated that Contractor will retain the same percentage from such sales as it would retain from the sale of items and that the remainder of the proceeds from such sales of scrap material would be forwarded to the NYPD.

2. The Contractor will be required to provide access to web-based pages that can be used by any person who has Internet access. For members of the general public who do not have access to the Internet, the Contractor will be required, as a condition of the agreement, to provide an alternate method for these individuals to view and purchase property. (See Section III.C.15 for further clarification)

3. The Property Clerk Division will retain title to all property until the property is purchased, paid for by the winning buyer and transferred to that buyer or otherwise disposed of by the contractor. The contractor will be the attorney-in-fact to sign any and all documents necessary to assign purchasers of property all of the owner's rights and titles and interest in that property.

4. Selection of Property for Auction

The NYPD's Property Clerk Division will select the property that it wants to be transferred to the jurisdiction of the Contractor for auction. Examples of property that could be transferred to the contractor are clothes, televisions, radios, jewelry, books, CDs, toys and cameras.

The contractor will not have the right to either select or reject property.

5. Pick-ups:

The contractor will make pick-ups on demand, and/or on a pre-arranged schedule with NYPD at locations to be designated by the NYPD. The contractor will be responsible for loading all property to be sold at auction onto contractor's own vehicles for transportation to its own facilities.

At the present time there are eight designated locations. They are as follows:

1. Pearson Place Warehouse	47-15 Pearson Place Long Island City, NY
2. Kingsland Avenue Warehouse	520 Kingsland Avenue Brooklyn, NY
3. Abbott Street Warehouse	500 Abbott Street Bronx, NY
4. Manhattan Property Clerk Borough Office	1 Police Plaza N.Y., N.Y.
5. Brooklyn Property Clerk Borough Office	84th Precinct Bklyn., N.Y.
6. Bronx Property Clerk Borough Office	215 E. 161st St. Bronx, N.Y.
7. Queens Property Clerk Borough Office	47-07 Austell Place Queens, N.Y.
8. Staten Island Property Clerk Borough Office	1 Edgewater Plaza Staten Island, N.Y.

The number and locations of these designated sites is subject to change. The contractor must be able to accommodate these changes in locations.

All property will be delivered to the contractor as is. The NYPD will not guarantee the condition of items or bulk lots of property. The contractor will verify property upon pick-up. No claims of shortages may be made once the property is in possession of the contractor.

The NYPD's Property Clerk Division will prepare a manifest for each pick-up. Authorized personnel of both the Property Clerk Division and the Contractor will sign the manifest. Both parties will retain copies of the manifest.

6. Method of Selling Property:

The Contractor will list all property to be auctioned on one or more domain names selected by the Contractor and approved of by the NYPD. The Contractor will be responsible for all phases of submitting property for auction, including:

- Determining when the property will be auctioned.
- Setting the opening and reserved prices.
- Setting the length of time the property will be available for purchase.
- Creating text and graphics to describe and depict property submitted for auction.
- Collecting all the purchaser's information (such as the purchaser's name, billing address, shipping address, and credit card information).
- Approving purchaser's credit card transactions.

7. Disposal of Property:

Once property is in the Contractor's possession, the Contractor may properly dispose of property, which the Contractor determines cannot be auctioned. For example, the property may have been offered for sale but has not been purchased or it may be in such condition that it cannot be sold. In either case, it is the Contractor's responsibility to properly dispose of the property and to maintain a record of its disposal.

The contractor will be responsible for the disposition of all goods that are not sold. If a benefit is derived from the sale of scrap material, then it is anticipated that Contractor will retain the same percentage from such sales as it would retain from the sale of items and that the remainder of the proceeds from such sales of scrap material would be forwarded to the NYPD.

8. Audits and Inspections:

The NYPD reserves the right to conduct audits and inspections of all contractor facilities and merchandise on a regular and unannounced random basis.

9. Claims by Owners:

After property has been sold by the Contractor through the Internet and if due to any reason the property must be returned to the original owner, the NYPD will be responsible for refunding the percentage of the sales price to the Internet buyer that is equal to the percentage of the sales price that was initially remitted to the NYPD by the Contractor for the particular item in question. The Contractor will assume all other charges including shipping costs.

10. Allocation of Sales Proceeds:

On or before the 15th of each month, the Contractor will forward a demand deposit (i.e., a check) to the NYPD's Property Clerk Division for all net sales from the previous month. (i.e., net of the amount to be paid to the Contractor under the terms of the winning proposal & any subsequent negotiations). Each month's sales proceeds check must be accompanied by a detailed report of all sales activity for the preceding month indicating the details of every winning bid awarded, scrap value sales and credit card processing fees. Note: Once a contract award is made, the quoted sales proceeds percentage of the selected vendor shall not be re-negotiated.

11. Reports:

In addition to the above report forwarded with the percentage of monthly sales proceeds that are to be remitted to the NYPD under the terms of the Agreement, the Contractor will be required to furnish the following reports:

- Upon request, a detailed client list and shipping list.
- Quarterly (unaudited) and Annual (audited) Financial Statements.
- Monthly report of all inventory on hand.
- Monthly statement of returns of purchased property and client complaints.

12. Obligations Relating to Property in the Contractor's Possession:

- The Contractor will exercise due care in handling and storing all property.
- The Contractor will maintain a security system to safeguard all of the property received from the NYPD.

- The Contractor shall keep the property free of all encumbrances which might affect the NYPD's title to the property.

- The Contractor shall maintain insurance on the property it holds in the name of the NYPD which shall be sufficient to cover the replacement value of the property it holds. The contractor will be required to provide the NYPD a copy of the policies and also notices of any changes to the policies.

13. Internet Security Precautions:

The Contractor will be required to provide Internet auction buyers with security protection on credit card information. The Contractor will also have to safeguard personal information provided by buyers.

14. Disapproval of Web Pages:

If the NYPD discovers any objectionable material on Web pages utilized by the Contractor to sell NYPD property, the NYPD reserves the right to discontinue Internet auctions.

15. ESRA Requirements

Please note that the services provided by the Contractor must comply with the Electronic Signatures and Records Act (Article III of the New York State Technology Law) ("ESRA"). Under ESRA §305(1), "No person shall be required to submit or file any record electronically to any government entity except as otherwise provided by law." Similarly, ESRA §309 states that "[n]othing in [ESRA] shall require any entity or person to use an electronic record or an electronic signature unless otherwise provided by law." Under these provisions, property auctions may **not** be done solely by electronic means. Thus, an accommodation must be made for members of the public who wish to participate in auctions in a non-electronic manner.

One possible accommodation is for the Contractor to provide a room, within the New York City metropolitan area, where such members of the public (without internet access) may go to participate in auctions. The room would be staffed by one or more Contractor employees, depending on need, who would enter into the electronic system bids made orally or in writing by members of the public. The room would be equipped with computer terminals for the entry of bids, and a projector and projection screen so that the members of the public could follow the progress of an auction. The room would need to operate for at least the last three hours of every auction period (e.g., from 2:00 p.m. to 5:00 p.m. on Fridays, if all auction periods were to close on Fridays at 5:00 p.m.).

16. Additional Requirement:

- The selected Contractor should be able to demonstrate web-based applications that are designed to auction property.

17. Performance & Fidelity Bonds

- It is anticipated that the selected contractor will be required to post a performance bond in the amount of $1,000,000.
- It is anticipated that the selected contractor will be required to post a fidelity bond in the amount of $250,000.

18. Provision of Necessary Computer Hardware and Software

Contractor will be required to provide for all of the Computer Hardware and accompanying Software as well as the related support services for the hardware and software that is needed to perform all of the services required by this contract. The number of workstations, printers, barcode scanners and modems listed in Attachment F ("Computer Hardware & Software to be provided by Selected Proposer") are estimates of the amount of hardware (& accompanying software) that will be required to implement this Agreement. Contractor agrees to provide all of the necessary hardware and accompanying software that is needed to fully implement the Agreement that results from this solicitation even if the amounts of hardware and/ or software exceed the amounts listed in Attachment F. For example, the selected proposer would be expected to provide all necessary hardware and software for a new NYPD facility or facilities should one or more be added at some point during the term of the contract.

19. Compatibility with the NYPD's New Property & Evidence Tracking System

The NYPD has recently entered into a contract with a vendor for the implementation of a new computerized Property and Evidence Tracking System ("PETS") that will allow the NYPD to identify locate, track and route property and evidence. It is anticipated that this new Property and Evidence Tracking System would be up and fully functioning at some point during the second year of this contract for the provision of internet based auctioning of invoiced property. The selected vendor will be expected to agree that any computer systems and software that will be used for this contract for the internet based auctioning of property must be made to be fully compatible with the NYPD's new PETS System as soon as this new PETS System is up and fully functioning. Interactive interface with NYPD can be accomplished with NYPD Intranet web browser technology, or ODBC connectivity. The exact interface method will be defined in the design phase of the PETS project.

D. NYPD's Assumptions Regarding Payment Structure

The NYPD's assumptions regarding the payment structure that will most likely assure that the selected proposer will perform the work under the contract awarded from this RFP in a manner that is cost-effective for the NYPD and most likely to achieve the Agency's/Department's goals and objectives set out above, is as follows:

- Vendor will get a percentage of the net sales price of all Property that is successfully auctioned under this contract.
- The Agency reserves the right to apply Liquidated Damages Provisions for the Contractor's failure to perform tasks required under this contract in a timely fashion.
- It is anticipated that the price proposal will incorporate incentives for the proposer to provide the services required by this solicitation with maximum quality, timeliness and efficiency and that liquidates damages will be assessed under the circumstances and in the amounts specified in Section IV.A.3 ("Price Proposal") Section of this RFP.

E. Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the City" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, **vendors responding to this solicitation should complete the Doing Business Data Form (see Attachment E) and return it with this proposal.** The submission of a Doing Business Data Form that is not accurate and complete may result in appropriate sanctions.

F. Acceptance of City of New York Terms and Conditions

Appendix A, the Schedule A, and Section VI of the RFP below contain the City of New York's legal terms and conditions for the proposed contract. The final contract will substantially contain all of these terms and conditions. Proposers who cannot meet all or some of the terms and conditions must state so in their proposal, being specific as possible. This means that all proposers should have their legal representative(s) review the terms before submission of the proposal.

G. No Subcontracting Allowed

Due to issues relating to the chain of custody, integrity, and security for the property that will be handled under this proposed contract, the NYPD has decided not to allow any Subcontracting for any contract to be awarded pursuant to this solicitation.

SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 1/2" X 11" paper. The City of New York requests that all proposals be submitted on paper with no less than 30% post consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: http://www.epa.gov/cpg/products/printing.htm). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length.

A. Proposal Format

1. Proposal Cover Letter

The Proposal Cover Letter form transmits the Proposer's Proposal Package to the Department. It should contain the Proposers's full name and address, the name of the contact person for the Proposer, the title of the contact person, the phone number of the contact person, and the tax I.D. number of the Proposer. The printed name, title, and signature of the contractor's authorized representative as well as the date should also be included.

2. Program Proposal

The Program Proposal is a clear, concise Narrative which addresses the following:

a. Experience

Describe the successful relevant experience of the Proposer, each proposed sub-contractor if any, and the proposed key staff in providing the program described in Section IV - Scope of Services of the RFP.

- Provide an overview of the proposer's business and indicate the number of years in business.
- Describe the proposer's specific experience in providing the same or similar services as those required by this solicitation. Specifically, include the proposer's experience in providing law enforcement internet auction sites (or state if the proposer lacks such specific past experience) and the proposer's experience in inventory management systems, including bar coding and capability to conduct audit trails.
- List and describe any relevant licenses, certifications, permits, and/ or Memberships in Relevant Organizations which the Proposer currently holds that are related to the type of Services covered by this Solicitation.

In addition, attach the following:

- Documentation of any relevant licenses, certifications, permits, and/ or Memberships in Relevant Organizations in and certifications from relevant organizations.
- A list of at least three (3) relevant references, including the name of the reference entity, a brief statement describing the relationship between the proposer and the reference entity, and the name, title and telephone number of a contact person at the reference entity. References should preferably be from other entities for which the proposer has provided the same or similar types of services as those required in this RFP within the last three years
- A list of all other entities/clients for which the proposer has provided similar types of services within the past five (5) years.
- Proposals should also specifically identify the key staff person(s) who would be responsible for directing the work to be performed under the contract and make sure to include their resumes. For each such key staff person(s), a resume which includes a description of the qualifications of these individual(s) to provide the services required by this contract should be attached. Any relevant licenses and/or certifications held by such key staff person(s) should also be included. Evidence of the availability and willingness of all proposed person(s) who would be responsible for this contract should also be included.

b. <u>Organizational Capability</u>

Demonstrate the Proposer's organizational (i.e., programmatic, managerial and financial) capability to carry out the program described in Section III – Scope of Services of the RFP. Please include a description of the quality of the Proposer's existing or planned storage site, which must include the size of the storage site and the security coverage that is to be provided.

- Demonstrate the proposer's organizational (i.e., manpower, resources, managerial and financial) capability to carry out the requirements described in Section III – Scope of Service of the RFP, and explain how the proposed program will fit into the proposer's overall professional commitments.
- Describe in detail the quality and capacities of the Proposer's existing or planned storage site, which must include the size of the storage site and the security coverage that is to be provided.
- State whether or not any claims, investigations, complaints, or lawsuits were brought against the proposer during the past five years, including, but not limited to the following: (i) administrative, worker's compensation, and unemployment cases; (ii) civil or criminal proceedings; and (iii) complaints to any government entity - local, state, or federal. If so, describe the nature (including any necessary identifying factors), current status and, if applicable, the disposition of each such action.
- State whether or not the proposer has been subject to any action regarding the actual or potential denial, loss or suspension of any license, certificate, or permit during the past five (5) years. If so, describe the nature (including any necessary identifying factors), current status and, if applicable, the disposition of each such action.

In addition, attach the following:

1) An organizational chart showing where the proposed services will fit into the proposer's organization. The proposer is also expected to submit an organization background statement which includes:

   a) The full name and address of the proposer. If a Corporation, indicate the State in which incorporated; and, if appropriate, state whether the firm is licensed to operate in New York.

2) A copy of the proposer's latest two (2) audit reports or certified financial statements, or a statement as to why no reports or statements are available.

c. Program Approach

1) Describe in detail how the Proposer will provide the program and meet the Specifications and Goals described in Section III – Scope of Services of the RFP. Please include a description of your web-site which includes user friendliness, the required computing environment, search capabilities, interactivity and connectivity. In addition, please make sure to include a complete description of the alternative methods that will be offered for individuals who do not have access to the internet to view and purchase property. (See – Specifications – Section III.C.15 – ESRA Requirements.)

   The Department's assumptions regarding program approach represents what the Department believes to be the best program approach. However, Proposers are encouraged to propose a program approach which they believe will best achieve the Department's program goals and objectives. Proposers may also propose more than one program approach. However, if an alternative program approach affects other areas of the proposal such as experience, organizational capability or price, that alternative program approach must be submitted as a complete and separate proposal providing all the information specified in Section III of the RFP.

3. Price Proposal

Proposers are encouraged to propose innovative payment structures. The Department reserves the right to select any payment structure that is in the City's best interest. For the purposes of comparison, Proposers should submit a Price Proposal that meets the standards and expectations set forth in Sections IV.3(a) below.

NOTE: As stated below, the price proposal and all price information should be placed in a separate sealed envelope. No Price information should be included in the Technical Proposal.

a. Proposed Pricing

The price proposal should include the following for providing the work described in Section III of this RFP:

Complete and submit the Price Proposal form (Attachment B). It is anticipated that the selected proposer's sole compensation under the agreement that results from this solicitation will be a percentage of the net sales prices of the goods sold via internet auction or otherwise disposed of by the Contractor. The net sales price means an amount equal to the sales price of the individual items sold at auction minus the credit card fee for the item. The NYPD is also making the following assumptions with respect to the pricing under this contract.

- The selected proposer would be fully responsible for any costs that might be incur in providing the services required under this contract (i.e., storage, administrative, transportation, shipping, handling costs, etc.).
- Any shipping/ freight, handling, and sales taxes would be paid by purchasers of any such goods, and they are NOT part of the net sales price.
- In determining the amount of the net sales price of items sold, any shipping/ freight, handling, & sales taxes would be used for calculating the amount of the credit card fee and not for any other purpose.
- In calculating the net sales price, Contractor would be limited to subtracting from the actual sales price only the amount that the Contractor is actually charged by the credit card company. Contractor would not impose any additional fee or charges over what the credit card companies charge Contractor.
- All shipping and handling fees charged to purchasers of invoiced property items at auction would be limited to the actual shipping and handling costs incurred by Contractor for the particular items that have been purchased.
- All necessary hardware and accompanying software that are needed to provide the services for this solicitation as well as the related support services for the hardware and software would be provided by the selected proposer at no cost to the NYPD throughout the term of the agreement. (See Attachment F for anticipated amount of hardware and software that will be needed.) At this time the vendor will not be allowed access to the NYPD network. Therefore it is anticipated that the vendor would provide internet access at no cost to the NYPD. Additional hardware and software that may be needed during the term of the agreement, such as additional hardware and software that would be needed for a new NYPD facility, would also be provided at no cost to the NYPD.

In short, the expectation of the NYPD is that the selected proposer will provide all needed services at no cost to the NYPD, and that the selected proposer's sole compensation under the anticipated agreement would be from retaining a percentage of the net sales prices of all goods that are sold at auction.

Note: The yearly total amounts of all of the net sales prices that are listed on the attached Price Proposal Sheet (Attachment B) are good faith estimates by the NYPD of the approximate dollar value of the total net sales prices of all of the property that the NYPD anticipates will be sold each year under the prospective contract for the internet

auction services being solicited under this RFP. The amounts on the Price Proposal sheet are not to be taken as any sort of guarantee of a minimum amount of property to be sold or any sort of limit on the maximum amount of property to be sold under this contract.

- In addition, it is anticipated that the price proposal will incorporate incentives for the proposer to provide the services required by this solicitation with maximum quality, timeliness and efficiency. It is of critical importance to the Department that property that is to be sold be collected in a timely fashion from the NYPD storage facilities and auctioned off in a timely and effective manner. The NYPD anticipates that all scheduled pick-ups of property shall be made within three (3) hours of the scheduled pick up time, and that each failure to make such a scheduled pick-up will result in liquidated damages of $50. In addition, the NYPD also anticipates that pick-ups will be made within 24 hours of notification by the NYPD to the selected vendor to come to pick up property that is to be sold at auction, and each such failure to make a pick-up within 24 hours of notification by the NYPD to the selected vendor will result in liquidated damages of $50. Lastly, the NYPD anticipates that all items will be listed and made available for auction within two business days of the completion of any processing that is required to maximize its auction value. Every day other than weekends and Federal Holidays shall be considered to be business days. It is anticipated that each failure of the selected vendor to make an item available for auction within 2 business days of the completion of any processing will result in liquidated damages of $50. It is anticipated that the final contract with the selected vendor will contain an exception to the imposition of liquidated damages in instances in which there are specific circumstances for which the Contractor can give satisfactory evidence of extraordinary circumstances outside of its control that caused one of the timeframes listed above not to be met.

- **In addition to completing and submitting Attachment B,** proposers **may** propose and the NYPD will consider alternative price proposals that structure payment in a different manner than that set forth in Attachment B. The agency reserves the right to select any payment structure that is in the City's best interest.

4. Affirmation

The Affirmation (Attachment C) serves as the proposer's affirmation with respect to debts, contracts, or taxes that may be owed to New York City, and whether the proposer is a defaulter, as surety or otherwise, upon any obligation to the City of New York. The affirmation also requests each proposer to certify whether it has been declared not responsible, or disqualified, by any agency of the City of New York, or whether there is any proceeding or pending proceeding relating to the responsibility or qualification of the proposer to receive public contracts.

5. Acknowledgment of Addenda

The Acknowledgment of Addenda form (Attachment D) serves as the proposer's acknowledgment of the receipt of addenda to this RFP that may have been issued by the Agency

prior to the Proposal Due Date and Time, as set forth in Section I (D), above. The proposer should complete this form as instructed on the form.

6. **Doing Business Data Form**

Please fill out and submit the Doing Business Data Form (Attachment E) and submit it along with your proposal in a separate envelope. This competed form is required for a proposal to be considered responsive or for any entity to receive an award or to enter into an agreement.

B. Proposal Package Contents ("Checklist")

The Proposal Package should contain the following materials. Proposers should utilize this section as a "checklist" to assure completeness prior to submitting their proposal to the Department.

1. A sealed inner envelope labeled "Technical Proposal", containing one original set and eight (8) duplicate sets of the documents listed below in the following order: **NOTE: Do NOT include any pricing information in the Technical Proposal. As stated below, the Price Proposal should be contained in a separate sealed inner envelope.**

   Proposal Cover Letter (Attachment A)

   Technical Proposal
   - Narrative (which should cover all information requested and include all items requested in the Technical Proposal Section of the RFP in Section IV.A.2 above)
   - List of clients for which proposer has provided similar types of services in the last three years
   - References
   - Copies of all relevant certifications, licenses, permits, and/ or memberships held by the proposer
   - Resumes or narratives identifying and reciting credentials for each of the proposer's key staff that would be involved with this Contract.
   - Organizational chart
   - A copy of the proposer's latest two (2) audit reports or certified financial statements, or a statement as to why no reports or statements are available.
   - Affirmation (Attachment C)
   - Acknowledgement of Addenda (Attachment D)

2. **A separate sealed inner envelope** labeled "Price Proposal" containing one original set and eight (8) duplicate sets of the **Price Proposal - Attachment B** (and, if applicable, any alternative price proposal).

3. **A third sealed inner envelope labeled "Doing Business Data Form"** containing an original, completed Doing Business Data Form (see Attachment E).

4. A sealed outer envelope (or a box), enclosing the three sealed inner envelopes. The sealed outer envelope (or box) should have two labels containing:

    - The proposer's name and address, the Title and PIN # of this RFP, the name of the program or service being proposed and the name and telephone number of the Proposer's Contact Person.
    - The name, title and address of the Authorized Agency Contact Person. (See 1st page of RFP right after cover page for this information.)

SECTION V: PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures.

All proposals accepted by the Department will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals which are determined by the Department to be non-responsive may be disqualified. The Department's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best technical and price terms.

B. Evaluation Criteria.

o Demonstrated quantity and quality of successful relevant experience.	50%
o Demonstrated level of organizational capability.	10%
o Quality of proposed program approach.	40%

C. Basis for Contract Award.

A contract will be awarded to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP. Price will be considered as follows: Based on the final technical scores of the proposals, after any oral presentations, discussions and/or technical Best and Final Offers, if applicable, have been held, the Agency will establish a shortlist – either through a natural break in scores or a technically-viable cutoff score – and those proposals still under consideration for award will be ranked in order of lowest price per technical point, which shall be calculated by dividing the proposed price (or Best and Final Offer price, if applicable) by the final technical score. Contract award shall be subject to the timely completion of contract negotiations between the agency and the selected proposer. In considering Price, the Agency reserves the right to make appropriate adjustments for Price Proposals which are not based upon the same level of Services.

Please note that in the context of this solicitation, the Price Proposal (Attachment B) is structured to reflect the amount of the Net Sales prices of items sold that the selected vendor will be retaining. Thus, the lower the amount that the vendor proposes to keep from the Net Sales Prices in its Price Proposal, the higher the proceeds from the sales that would be given to the NYPD.

SECTION VI - GENERAL INFORMATION TO PROPOSERS

A. Complaints. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 1005, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.

C. General Contract Provisions. Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—Supply & Service – Terms and Conditions for Information Technology Proposals". A copy of the applicable document is available through the Authorized Agency Contact Person.

D. Contract Award. Contract award is subject to each of the following applicable conditions: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

E. Proposer Appeal Rights. Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal agency non-responsiveness determinations and agency non-responsibility determinations and to protest an agency's determination regarding the solicitation or award of a contract.

F. Multi-Year Contracts. Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

G. Prompt Payment Policy. Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

H. Prices Irrevocable. Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

I. Confidential, Proprietary Information or Trade Secrets. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal.

J. RFP Postponement/Cancellation. The agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

K. Proposer Costs. Proposers will not be reimbursed for any costs incurred to prepare proposals.

L. Charter Section 312(a) Certification.

The New York City Police Department has determined that the contract(s) to be awarded through this Request for Proposals (PIN # 056090000665) for Internet Based Auction of Property Services will not directly result in the displacement of any New York City employee.

M. Legal Contract.

The proposer affirms and declares:
a. The said proposer is of lawful age and the only one interested in this solicitation; and that no person, firm or corporation other than the entity submitting the proposal has any interest in this solicitation, or in the Contract proposed to be taken.
b. By submission of this proposal, each applicant and each person signing on behalf of any proposer organization certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

(i) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other applicant or with any competitor or potential competitor;

(ii) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer directly or indirectly to any other proposer or to any competitor or potential competitor, and;

(iii) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit an proposal for the purpose of restricting competition.

(iv) That no councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this solicitation, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits.

Frank Bello

Frank Bello, ACCO, NYPD

6/29/09

Date

ATTACHMENT A
PROPOSAL COVER LETTER

RFP TITLE:_____

PIN #:_____

Proposer:

Name: _____

Address: _____

_____

Tax Identification #: _____

Proposer's Contact Person:

Name: _____

Title: _____

Telephone #: _____

E-Mail: _____

Proposer's Authorized Representative (if same as Proposer's Contact person listed directly above, just note same and sign):

Name: _____

Title: _____

Signature: _____

Date: _____

Is the response printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation?

☐ **Yes** ☐ **No**

Vendor Name _____

ATTACHMENT B - PRICE PROPOSAL - INTERNET AUCTION SERVICES

	Col. A	Col. B	Col. C
	Estimated Total Net Sales Prices of Property for the Year	Percentage of Net Sales Price to be Retained by Proposer	Yearly Amounts Being Retained by Proposer as a Result of Internet Auction Sales (Col A X Col B)
Year 1 of Contract	$500,000.00		
Year 2 of Contract	$500,000.00		
Year 3 of Contract	$500,000.00		
Year 4 of Contract	$500,000.00		
Year 5 of Contract	$500,000.00		
	TOTAL AMOUNT PAID TO CONTRACTOR FOR ALL 5 YEARS (add totals in Col. C for all 5 years)		

The net sales price means an amount equal to the sales price of the individual items sold at auction minus the credit card fee for the item. Please see the NYPD Assumptions for the Pricing stated in Section IV.A.3.a of the RFP.

The estimated yearly total net sales prices of property for the year that are listed on the attached Price Proposal Sheet (Attachment B) are good faith estimates by the NYPD of the approximate dollar value of the total net sales prices of all of the property that the NYPD anticipates will be sold each year under the prospective contract for the internet auction services being solicited under this RFP. The estimated amounts are included so that the NYPD is able to compare the price proposals that it receives. The amounts on the Price Proposal sheet are not to be taken as any sort of guarantee of a minimum amount of property to be sold or any sort of limit on the maximum amount of property to be sold under this contract.

ATTACHMENT C
AFFIRMATION

The undersigned Contractor affirms and declares that said Contractor is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except:

_____

_____.

Full name of Contractor: _____

Address: _____

City _____ State _____ Zip Code _____

CHECK ONE AND INCLUDE APPROPRIATE NUMBER:

A - _____ Individual or Sole Proprietorship*

SOCIAL SECURITY NUMBER ___-__-____

B - _____ Partnership, Joint Venture or other non-incorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

C - _____ Corporation (If a corporation place seal below)

EMPLOYER IDENTIFICATION NUMBER _____

* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City Contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or contractors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying businesses that seek City Contracts.

ATTACHMENT D
ACKNOWLEDGMENT OF ADDENDA

TITLE OF REQUEST FOR PROPOSALS:	**PIN #**
INTERNET BASED AUCTION OF PROPERTY	**056090000665**

INSTRUCTIONS: **The Proposer is to complete Part I or Part II of this Form, whichever is applicable, and sign and date this form.** This form serves as the proposer's acknowledgment of the receipt of Addenda to this Request for Proposals (RFP) which may have been issued by the Agency prior to the Proposal Due Date and Time. Please include this completed form with your Technical Proposals.

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP.

Addendum # 1, dated _____
Addendum # 2, dated _____
Addendum # 3, dated _____
Addendum # 4, dated _____
Addendum # 5, dated _____
Addendum # 6, dated _____
Addendum # 7, dated _____
Addendum # 8, dated _____

Part II

No Addendum was received in connection with this RFP.

Proposer Name:
Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT E

DOING BUSINESS DATA FORM

The City of New York
Mayor's Office of Contract Services
Doing Business Accountability Project

Doing Business Data Form

To be completed by the City Agency prior to distribution			
Agency: _____	Transaction ID: _____		
Check One:	Transaction Type (check one):		
☐ Proposal	☐ Concession	☐ Contract	☐ Economic Development Agreement
☐ Award	☐ Franchise	☐ Grant	☐ Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City Agency that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

☐ Entity has never completed a Doing Business Data Form. *Fill out the entire form.*

☐ Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*

☐ No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: ☐ Yes ☐ No

Entity Type: ☐ Corporation (any type) ☐ Joint Venture ☐ LLC ☐ Partnership (any type)
☐ Sole Proprietor ☐ Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

☐ This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: ____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer

☐ This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: ____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer

☐ This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: ____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

☐ The entity is not-for-profit ☐ There are no individual owners ☐ No individual owner holds 10% or more shares in the entity

☐ Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and ____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the agency that supplied it.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

Printed on paper containing 30% post-consumer material

ATTACHMENT F

COMPUTER HARDWARE & SOFTWARE TO BE PROVIDED BY SELECTED PROPOSER

ATTACHMENT F

SUPPORT SERVICES BUREAU

PROPERTY CLERK DIVISION

INTERNET AUCTIONS

COMPUTER HARDWARE & SOFTWARE TO BE PROVIDED BY SELECTED PROPOSER

LOCATIONS	WORK-STATIONS	PRINTERS	BARCODE SCANNERS	MODEMS
Abbot Street Warehouse				
Kingsland Warehouse				
Pearson Place Warehouse (Auction Area)				
Pearson Place (Accounting Section)				
Pearson Place Annex (Peddler Property)				
Property Clerk Division (1Police Plaza, Rm.209)				
Support Services Bureau				
Estimated Total # of Hardware Units	15	6	12	6

Selected Proposer will also provide for the following:

(1) Maintenance on all hardware throughout the Contract term.

(2) Accounting software licensing required for all locations to be utilized by the Property Clerk Division and Support Services Bureau to track and reconcile all sales transactions, detailed client lists, shipping lists, monthly reports of the Department's invoiced property on hand, monthly sales returns, and customer complaints.

(3) For the life of the contract, including contract renewals, all necessary updates, enhancements and maintenance of all software.

(4) Train seventy-two (72) Property Clerk Division and Support Services Bureau personnel on the use of its system at site(s) to be designated by the Department's Support Services Bureau. The vendor will also provide all training materials including manuals to all users of workstations Over the life of the contract, including contract extensions, training will be provided to all new personnel assigned to the project.

The City of New York

POLICE DEPARTMENT

Contract Administration Unit
51 Chambers Street, 3rd Fl.
New York, NY 10007
Tel. No. (646) 610-5753
Fax No. (646) 610-5224

July 27, 2009

To: Potential Proposers, Internet Based Auctioning of Invoiced Property – PIN # - 056090000665

From: Frank Bello, Agency Chief Contracting Officer

RE: Addendum # 1 for Internet Based Auctioning of Invoiced Property – PIN # 056090000665

Please sign at the end in acknowledgement of this addendum and return this signed addendum with your Proposal on or before the Proposal due date and time, which remains Tuesday, August 11, 2009 at 2:00PM.

I. MODIFICATION TO PROPOSAL PACKAGE CONTENTS SECTION OF RFP WITH RESPECT TO THE ADDITION OF A "MINIMUM REQUIREMENTS" SECTION

Section II.E of the RFP sets forth Minimum Qualification Requirements for this RFP. They are:

- The selected Contractor must currently have their own internet auction web site.
- The selected Contractor must have a fully developed inventory management system with bar coding and the capability to perform audit trails.

Section IV.B of the RFP sets forth the Proposal Package Contents ("Checklist"). This section is hereby modified to add language relating to the addition of a Section that addresses the Minimum Requirements of this RFP. The following language should be added to Section IV.B.1. right after the words "Proposal Cover Letter (Attachment A)" and before the words "Technical Proposal".

"Minimum Requirements:

A Section titled "Minimum Requirements", which demonstrates that the Proposer meets the Minimum Qualification Requirements set forth in Section II.E of the RFP. Specifically, this Section should demonstrate the following:

(1) That the Proposer currently has their own internet auction web site; and
(2) That the Proposer currently has a fully developed inventory management system with bar coding and the capability to perform audit trails.

Proposals that fail to demonstrate that they meet the Minimum Requirements of this Solicitation may be found to be non-responsive and may be rejected."

II. REQUEST TO RECEIVE THE REQUEST FOR PROPOSALS IN MICROSOFT WORD FORMAT

We have received a request from a potential proposer to get the Request for Proposals (RFP) for this solicitation in Microsoft Word Format. For those vendors that provided their e-mail, the RFP is being e-mailed as an additional attachment to this Addendum #1. Any vendor may also contact Jordan Glickstein at 646-610-5222 or e-mail him at jordan.glickstein@nypd.org to request a copy of the RFP in Microsoft Word Format.

III. REMOVAL OF REQUIREMENT FOR PERFORMANCE BOND

The Requirement stated both in Schedule A, which is attached to Appendix A of the RFP, and in Section III.C. 17 of the RFP for a Performance Bond in the amount of $1,000,000 is hereby REMOVED from this Solicitation. **No Performance Bond** will be required for this Contract. The Schedule A that will be attached to the final Contract Agreement that results from this solicitation will have the Performance Bond Requirement taken out.

Note: The separate requirement stated in the Schedule A and in Section III.C.17 of the RFP for a Fidelity Bond in the amount of $250,000 remains a requirement of this solicitation.

IV. QUESTIONS RECEIVED FROM VENDORS

The following is the list of the questions that were received from vendors and the answers to the questions concerning this solicitation.

Question # 1 - For item 19 (page 12), we would like to know the company name, address and contact information of the contractor who will be designing and implementing the new NYPD Property and Evidence Tracking System. The reason we want to know is to identify the format and planned uses for that system, so we develop our proposal along those lines.

Answer – The Property and Evidence Tracking System (PETS) is a currently being designed by a separate Contractor. It is anticipated that after a particular vendor for this solicitation is selected and a contract is awarded that the selected vendor for this solicitation would be placed in contact with the PETS vendor by the NYPD at an appropriate time in order to coordinate the compatibility of the internet based auctioning with the new PETS System. At this point, the key information about the PETS System that potential vendors should know is that PETS is being built on an IBM Z-10 mainframe, with a SAP application, and a DB2 database. PETS is scheduled for implementation in 2011.

The NYPD reserves the right to either have the PETS Contractor or another outside Contractor do some or all of the work that is needed to establish the necessary compatibility, integration, and connections between the PETS system and the computer systems and software that will be used for the internet based auctioning system. The selected contractor for this Internet Based Auctioning RFP would be expected to fully cooperate in this process. In addition, the selected contractor shall provide non-proprietary software that will allow third party add-on applications to meet this requirement.

Question # 2 - Would the NYPD allow vendors to accept written absentee bids from customers who do not have access to a computer?

Answer – As stated in the RFP, the requirements of the New York State Electronic Signature and Records Act ("ESRA") to allow a non-electronic alternative for those that do not have access to a computer must be complied with. Section III.C 15 of the RFP suggests one way to comply with ESRA. Proposers may suggest other ways to comply with ESRA in their proposals which may include the acceptance of written bids from customers who do not have access to a computer. However, please keep in mind that in order for those without a computer to have a fair chance in the bidding, they would probably need to be able to actually see the bids or somehow be provided with real time information about that bids that are coming in on-line during the last period of time before bidding on a particular item ends. So the option set forth in the RFP may be one of the better options for proposers to use to comply with ESRA.

Question # 3 - In reading the RFP, we interpret that the NYPD wish to have live auctions, with internet bidders able to participate and place bids online. Is this true?

Answer – The RFP does <u>not</u> require live auctions with an auctioneer. It is anticipated that auctions will be held over the internet. What is required is that some reasonable provision be made to allow those without a computer to have the ability to place bids on the items that are to be auctioned off. Section III.C.15 of the RFP suggests the following possible accommodation to meet the requirements of the NY State ESRA law:

"One possible accommodation is for the Contractor to provide a room, within the New York City metropolitan area, where such members of the public (without internet access) may go to participate in auctions. The room would be staffed by one or more Contractor employees, depending on need, who would enter into the electronic system bids made orally or in writing by members of the public. The room would be equipped with computer terminals for the entry of bids, and a projector and projection screen so that the members of the public could follow the progress of an auction. The room would

need to operate for at least the last three hours of every auction period (e.g., from 2:00 p.m. to 5:00 p.m. on Fridays, if all auction periods were to close on Fridays at 5:00 p.m.)."

Question # 4 - Does the NYPD wish to have a walk-in auction location located in NYC area, or is another location in NY State acceptable?

Answer: As stated in the Section III.C.15 of RFP, a location to allow access to the auction to those that do not have access to a computer must be "within the New York City metropolitan area".

Question # 5 - Can buyer's premium be charged in combination with the quoted percentage of the sale?

Answer: The standards and expectations of the NYPD for the Price Proposals to be submitted are clearly stated in the RFP. These standards and expectations do not include a buyer's premium. However, the RFP also allows Proposers to propose innovative payment structures. So proposers may include a buyer's premium or other payment structures in their Price Proposal should they wish to do so. We would note that any such buyer's premium would likely reduce the amounts that buyers would be willing to bid on items by about the percentage of the buyer's premium being charged. Thus, any such proposed premium would have to be taken into account in evaluating competing price proposals.

Question # 6 - Must any such buyer's premium be stated in the proposal?

Answer: Should a proposer propose a buyer's premium, any such proposed premium must absolutely be stated clearly in the proposer's price proposal.

Question # 7 - Currently, when property is taken into possession as evidence or seized assets, does the NYPD:

a) Write a description of the item?

Answer: The NYPD prepares a Property Clerk Invoice listing the item.

b) Take a photo of the item?

Answer: No

c) Affix a bar code sticker to the item?

Answer: No

Question # 8: Please describe any additional steps taken to track such merchandise by the department, including how item data is entered into the NYPD inventory system.

Answer: It is currently a paper based system. As stated in the RFP, a new computerized Property and Evidence Tracking System (PETS) is currently in the process of being designed, and it is currently anticipated to be implemented within two years.

Question # 9 - Please describe the procedure that occurs when the current contractor removes items from NYPD premises.

Answer: The selected contractor would be expected to provide all transportation and staff required to remove the property to their facility. The Property Clerk Division delineates the invoices to be removed. The contractor would prepare a computerized manifest of the removed property and deliver it to Property Clerk Division prior to removal of said property.

Question # 10 - When the current vendor picks up the items are they given them in large containers or totes, or what method of transferring into the truck is used?

Answer: The Property Clerk Division delineates the property and the selected contractor would be expected to prepare a computerized manifest of the removed property. The current contractor removes the property with their own containers supplied by contractor. The selected Contractor could suggest other means of removing the property, but the selected Contractor must understand that they will be fully responsible for removing any such property.

Question # 11 - Is it acceptable for the required public viewing facility to be located outside of New York City?

Answer: We do not need a public viewing facility. There just needs to be a location where there is internet accessibility and where people who do not have computer access can go to have bids inputted for them. The location must be within the New York City metropolitan area.

Question # 12 - Is it acceptable for the required facility for those who cannot bid online to be located outside of New York City?

Answer: Yes, as stated in the answer to Question # 11, the facility can be located outside of New York City, but it must be located within the New York City metropolitan area.

Question # 13 - What kind of specifications will be required for the internet connection provided by the contractor to the NYPD?

Answer: A Separate broadband connection not physically connected to existing NYPD Network will be required.

Question # 14 - What activities will occur on the computer workstations that the contractor is required to provide to the NYPD?

Answer: Inventory control activities will occur.

Question # 15 - Does the current contractor collect NY State and County sales tax for the items they sell on behalf of the NYPD?

Answer: The selected Contractor would be expected to comply with all State and Local Laws with respect to the collection of any Sales taxes that may be due on items that are sold.

Question # 16: Will any vehicles or equipment be sold under the upcoming contract?

Answer: No vehicles will be sold under the Contract to be awarded from this Solicitation.

Question # 17: Do the various NYPD storage locations have loading docks and/or truck access? If not, how does the current contractor remove the items from NYPD premises?

Answer: The NYPD warehouses have loading docks and truck access. The borough offices do not.

Question # 18: How many items per year in the last two years have been turned over to the auctioneer?

Answer: An average of approximately 25,424 items per year.

V. POTENTIAL ADDITIONAL QUESTIONS

The Department has received 18 questions concerning this RFP and has provided answers to these questions. Due to the tight timeline, the Department requests that no further questions be submitted.

Sincerely,

Frank Bello

Frank Bello
Agency Chief Contracting Officer

c. Contract File

Acknowledgement of this addendum by:

PropertyRoom.com
Name of Proposer

7 / 31 / 09
Date

Tom Lane
Authorized Representative (Print Name)

Authorized Representative Signature

The City of New York

POLICE DEPARTMENT

Contract Administration Unit
51 Chambers Street, 3rd Fl.
New York, NY 10007
Tel. No. (646) 610-5753
Fax No. (646) 610-5224

August 6, 2009

To: Potential Proposers, Internet Based Auctioning of Invoiced Property – PIN # - 056090000665

From: Frank Bello, Agency Chief Contracting Officer

RE: Addendum # 2 for Internet Based Auctioning of Invoiced Property – PIN # 056090000665

Please sign at the end in acknowledgement of this addendum and return this signed addendum with your Proposal on or before the Proposal due date and time, which remains Tuesday, August 11, 2009 at 2:00PM.

I. ADDITIONAL QUESTION RECEIVED FROM VENDORS

The following is an additional question that was received from a vendor and the answer to the question concerning this solicitation.

Question # 1 - What company provides your internet service at this time, in your buildings?

Answer – Internet service at the NYPD buildings is currently provided through Verizon and AT&T. Verizon is the primary internet service provider to the NYPD, and AT&T is the secondary or backup internet service provider to the NYPD.

Note: If a vendor has already submitted a Proposal in response to this RFP and that vendor feels that the answer to this question would change their response to this RFP, then that vendor may submit a new revised Proposal to substitute for the one that they have already submitted. Any such revised Proposal would also be due by the due date and the time stated above. If a vendor who has already submitted a Proposal does not feel that the answer to this question would change their Proposal, then no further submission would be needed, and the Proposal already submitted would serve as their Proposal.

II. POTENTIAL ADDITIONAL QUESTIONS

The Department has now received 19 questions concerning this RFP and has provided answers to these questions in Addendum # 1 and Addendum #2. Due to the tight timeline and the impending due date for Proposals, the Department requests that no further questions be submitted.

Sincerely,

Frank Bello
Agency Chief Contracting Officer

c. Contract File

Acknowledgement of this Addendum # 2 by:

PROPERTY ROOM.COM
Name of Proposer

8/6/09
Date

PJ Bellomo, CEO
Authorized Representative (Print Name)

Authorized Representative Signature

ATTACHMENT F

COMPUTER HARDWARE & SOFTWARE TO BE PROVIDED BY SELECTED PROPOSER

ATTACHMENT F
SUPPORT SERVICES BUREAU
PROPERTY CLERK DIVISION
INTERNET AUCTIONS
COMPUTER HARDWARE & SOFTWARE TO BE PROVIDED BY SELECTED PROPOSER

LOCATIONS	WORK-STATIONS	PRINTERS	BARCODE SCANNERS	MODEMS
Abbot Street Warehouse				
Kingsland Warehouse				
Pearson Place Warehouse (Auction Area)				
Pearson Place (Accounting Section)				
Pearson Place Annex (Peddler Property)				
Property Clerk Division (1Police Plaza, Rm.209)				
Support Services Bureau				
Estimated Total # of Hardware Units	15	6	12	6

Selected Proposer will also provide for the following:

(1) Maintenance on all hardware throughout the Contract term.

(2) Accounting software licensing required for all locations to be utilized by the Property Clerk Division and Support Services Bureau to track and reconcile all sales transactions, detailed client lists, shipping lists, monthly reports of the Department's invoiced property on hand, monthly sales returns, and customer complaints.

(3) For the life of the contract, including contract renewals, all necessary updates, enhancements and maintenance of all software.

(4) Train seventy-two (72) Property Clerk Division and Support Services Bureau personnel on the use of its system at site(s) to be designated by the Department's Support Services Bureau. The vendor will also provide all training materials including manuals to all users of workstation: Over the life of the contract, including contract extensions, training will be provided to all new personnel assigned to the project.

Proposal Cover Sheet

Client	**New York City Police Department**
Bid ID	Pin# 056090000665
Proposal Title	Response to Request for Proposal

Primary Negotiation Contact	Tom Lane
Contact Person Title	Founder, Board of Directors
Mobile Phone	949-547-5829
Fax	949-282-0136
Email	TomLane@PropertyRoom.com
Address	26421 Crown Valley Parkway, STE 200 Mission Viejo, CA 92691

Webpage	www.PropertyRoom.com
One-paragraph Expertise Summary	Founded in 1999, PropertyRoom.com (PRC) has approximately 2,000 contracts with municipalities nationwide to conduct online auctions of assets seized and recovered by law enforcement as well as those purged as municipal surplus. PRC maintains a leadership role by delivering the best service and highest financial returns in the industry.

Authorizing Signature

Tom Lane
Signor Name

Founder, Board of Directors
Signor Title

Signature

3 Aug 2009
Signature Date

TABLE OF CONTENTS

1. Experience
2. Our Proprietary Property Management and Inventory Tracking System Overview
3. Memberships, References and Key Personnel
4. Organizational Capability
5. Marketing and Website Traffic
6. Price Proposal
7. Affirmation
8. Addenda
9. The Doing Business Data Form
10. ERSA Requirements

List of PropertyRoom.com Attachments Enclosed

- Attachment A: List of 2,000+ Contracts
- Attachment B: Membership Cards
- Attachment C: Reference List
- Attachment D: Key Personnel Bios
- Attachment E: 2007-2008 Balance Sheet

List of NYPD Attachments Enclosed

- Addendum #1
- Attachment A: Proposal Cover Sheet
- Attachment B: Price Proposal (sealed envelop)
- Attachment C: Affirmation
- Attachment D: Acknowledgement of Addenda
- Attachment E: Doing Business Data Form
- Attachment F: Computer Hardware & Software to be Provided by Selected Proposer

1. **Experience**

PropertyRoom.com, Inc. (PRC) created the online auction marketplace for police auctions in August of 1999 and will be 10 years old in August 2009. The company was capitalized in the fall of 1999 and opened for business in January 2000. During 2000 the company built its web site, backend inventory management systems, developed a sales team, built its first warehouse and secured its first police contracts. In early 2001 the company went live with online auctions with 28 police department contracts. The first item to sell was a Pentax camera for $20 to a consumer in Houston that belonged to a west coast department.

Company Timeline
1999: Founded by former law enforcement officers.
2000: Facilities and technology build-out.
2001: Completed first online auction.
2002: Closed 100th municipal contract.
2005: Closed 500th municipal contract. Joined National Auctioneer's Assoc.
2007: Closed 1,200th municipal contract and launched new auction website.
2008: Closed 1,500th municipal contract and opened 5th warehouse in Chicago.
2009: Over 2,000 contracts and one millionth registered customer signs up as a buyer.

Eight years later over 2,000 police and municipal governments have concluded that PropertyRoom.com offers and easier, smarter and more cost effective way to dispose of property and evidence and surplus materials. Today the company has contracts in 47 states we add contracts on a daily basis. A complete list of all 2,000 contracts is provided in attachment A.

PropertyRoom.com, Inc. maintains operations around the country in order to support and service our 2,000 clients. We currently have warehouse facilities for receiving, processing and shipping product in Los Angeles, California, Farmingdale, New York, Seattle, Washington, Orlando, Florida and Chicago, Illinois. We maintain a corporate office in Mission Viejo, California and an operations and client services facility in Lexington, Kentucky. Company owned and leased trucks driven by company employees crisscross the country on a daily basis picking up from our clients and returning the goods to the appropriate facility for processing. Items are then unloaded and processed for sale on the company's own proprietary web site www.propertroom.com All items from police and municipal contracts are sold in an auction format only and the funds are collected by PropertyRoom.com, Inc. from the winning bidder prior to the item being shipped.

All product received by PropertyRoom.com, Inc. is bar coded prior to pick up and recorded on a manifest for tracking, reporting and auditing purposes. The company's proprietary inventory management system was created to allow agencies complete access to our systems for monitoring and auditing of every item consigned to PropertyRoom.com, Inc. This system is password protected and available 24/7 to contracting agencies and is the backbone of the company's transparency and inventory control in its operations. The system was developed in such a way that it allows us maximum flexibility in receiving goods from contracting agencies and to group and ungroup items to achieve the highest return to the agency while maintaining the integrity of the inventory tracking and audit capabilities. As the current vendor to the NYPD PropertyRoom.com, Inc. already has developed a proprietary inventory manifest system that is deployed only at the property rooms of the NYPD. This system known as Property Transfer System facilitates the manifesting, tracking and transfer of all items consigned by NYPD to PropertyRoom.com, Inc. As part of this transfer system the company already provides the necessary hardware, software and training as specified in **Section 18 of the Summary of The Request For Proposals and listed in attachment F (Computer Hardware and Software to be provided by the selected Proposer).**

2. **Our Proprietary Property Management and Inventory Tracking System Overview**
   a. **Property Management & Inventory Tracking System Overview**

Our company founders custom-designed a proprietary inventory management system, inspired by "chain-of-custody" principles used in law enforcement evidence tracking and management.

The system, nicknamed "InMan," employs bar codes, unique to each Client, as the backbone of the chain-of-custody process. Software systems, used by both PRC and clients, then allow cradle-to-grave property item tracking. Details appear below.

b. Bar Codes and Chain-of-Custody

Bar codes stickers get produced in duplicate by Client Services and sent to Client for use during the manifest creation process. Client can follow the chain-of-custody by tracing bar-coded items using Agency Web (see below), which among other things allows a PRC Client to maintain visibility to items picked-up for auction. If PropertRoom.com is the winning bidder our systems will interface with the **NYPD "PETS"** system so that the same bar code that NYPD uses will interface with our systems so that the chain of custody of the evidence will survive all the way to final disposition at auction in compliance with **Section 19 of The Request For Proposals.**

c. Manifests for Property Tracking

Client uses a PRC-provided paper or electronic manifest to record goods intended for pick-up. During the manifest process, Client describes the goods, physically adhering one bar code sticker to the item and the duplicate sticker to corresponding manifest line-item. The Client photocopies the manifest and gives the original to the driver at pick-up.

d. Tracking During Receiving, Processing & Storage

When trucks arrive at a processing center, the Company executes a series of business processes intended to prepare items for auction while maintaining chain-of-custody and visibility for Clients.

(1) Unload and Receipt
Upon arrival at a warehouse processing center, Associates unload items and systemically receive goods into InMan by scanning each item using handheld bar code readers.

(2) Manifest Entry and Reconciliation
Drivers deliver manifests to Administrative Assistants (AAs) upon arrival. AAs enter manifests into the system and then reconcile manifest entries with items unloaded and scanned.

(3) Processing Visibility
As our Associates group, ungroup, catalog, photograph and put-away, InMan updates in real-time, allowing visibility to the status of an item 24x7.

(4) Group and Ungroup Tracking
Using the original bar code delivered from the Client, InMan allows for tracking through to grouped and ungrouped items. For example, Clients frequently provide boxes filled with mobile phones, with the entire box tagged with a single bar code. To convert this property into sales lots that will maximize value, our Associates may ungroup the original bar code into three "child" codes, such as one Motorola Razr, one Blackberry and one box of mixed mobile phones. InMan will allow a Client to use the original "parent" bar code to track the final disposition of the "children." Likewise, the system works similarly for grouping. On occasion we may group individual legacy computers into a bulk lot, combining several "child" bar codes into a single "parent." InMan provides similar tracking when grouping.

e. Agency Web

Once PRC has scanned items into the system, Client can logon to Agency Web, a proprietary online application service provided exclusively to PRC Clients. Agency Web provides clients with several functions.

(1) **Pre-Auction Tracking.** Clients can track current status and ultimate disposition of each item by bar-code number.

(2) **Auction Tracking.** As part of this client-only application, PRC provides a link to Client items presently at auction, offering real-time access bid prices and bidder activity.

(3) **Post-Auction Tracking & Reporting.** Agency Web also serves as a means of accessing financial information for Clients. After month-end reconciliation, the system offers the most recent account information, including check amount and supporting detail. Further, Agency Web delivers historical data, allowing reporting of account information, such as monthly payments, prior to the most recently concluded month.

(4) **Auditing.** Agency Web is password protected for our clients to access all manifests and items consigned to PRC and to conduct real time and standard auditing of each item. The system is available 24/7 and has many standard reports that allow our clients complete transparency into the inventory management and tracking system of PRC.

3. Memberships, References and Key Personnel

The company maintains memberships in various organizations including The National Auctioneers Association and The International Association of Chiefs of Police. Copies of the membership cards are in Attachment B.

A list of five relevant references can be found in **Attachment C** including references from two other Major City Police Departments Houston and Cincinnati. Additional references from any of our 2,000 clients are available on request. All of these references contract with PRC to handle the disposition of their police property and evidence on the Internet via auction at www.propertyroom.com and the company provides them the same services as specified in the Scope of Services of this RFP.

Key personnel responsible for directing the work to be performed under this contract include Tom Lane the Founder of the Company, PJ Bellomo the CEO of the Company, Greg Slade VP of Operations and Harry Brockman VP of Client Services. Additional organization facts and resumes of all key personnel is detailed in **Attachment D.**

4. Organizational Capability

PropertyRoom.com was founded by law enforcement personnel with many years experience in the stated Scope of Services. The company was established to contract with police and sheriff departments around the country to pick up, inventory, describe and auction off police property and evidence on the Internet. The company additional serves municipal governments in disposition of surplus items and fleets. This is the only business the company is in and has structured its operations to execute seamlessly within the parameters of the Scope of Services requested in this RFP. As evidence of our organizational capabilities we will detail three specific areas of our strengths to effectively deliver the results the NYPD is requesting in the Scope of Services of this RFP.

In the history of our company, only 2 claims have been brought against PropertyRoom.com. In 2005, an employment lawsuit was settled for nuisance value. In summer of 2009, a vendor filed a dispute for $19,000 that we fill is unwarranted and we will be defending it.

a. Auction Processing

(1) "Portable" Items

We propose Internet Property Auction services of "portable" property (e.g., jewelry, watches, coins and collectibles, computers/laptops, tools, motorcycles, bicycles, etc.) that we will pick-up and haul-away

(2) Seller/Client Support, Manifesting, Scheduling and Pick-up Services

(a) Client (Seller) Support

Presently, the company provides seller support and scheduling services through a centralized "Client Services" office in Lexington, KY, operating 7:00am – 6:00pm Eastern Time, M-F, excluding holidays. On an ongoing basis, Company schedulers call Clients to determine the need, availability and timing for pick-ups. As a result of these calls, the Company will dispatch a truck driver from our Farmingdale, NY processing center. The company will continue to meet the criteria for pickups at all of the NYPD facilities as detailed in the **Scope of Services Section 5** and any other facilities as requested from time to time by the NYPD. Pickups are also available on demand with sufficient time allotment. More details on these processes appear below.

(b) Welcome Call/Training Call

Following closing of the contract, Client Services conducts an introductory meeting by phone with key Client contacts. Client Services personnel will open a unique Client account number, review details of Company services (such as the bar code and manifest processes), discuss the initial

pick-up and make arrangements for Client to gain access to "Agency Web," an online portal offering Client account visibility.

(c) Bar Codes and Chain-of-Custody

Company uses bar codes, unique to each Client, as the backbone of a chain-of-custody process. Bar codes stickers get produced in duplicate by Client Services and sent to Client for use during the manifest creation process. Client can follow the chain-of-custody by tracing bar-coded items using Agency Web, which among other things allows a PRC Client to maintain visibility to items picked-up for auction.

(i) Manifests

Client uses a Company-provided paper or electronic manifest to record goods intended for pick-up. During the manifest process, Client describes the goods, physically adhering one bar code sticker to the item and the duplicate sticker to corresponding manifest line-item. The Client photocopies the manifest and gives the original to the driver at pick-up.

(ii) Scheduling

The company uses a two-step process to schedule pick-ups. Each weekday, schedulers make calls to alert Clients of trucks expected in the vicinity approximately two weeks in the future. At that time, Clients indicate whether or not they will require a pick-up, and if "yes," the approximate amount of goods the Company should expect. Based on feedback from Clients, schedulers then "build trips" whereby they determine truck routing and agency pick-up sequence. Schedulers make follow-ups calls the week prior to their pickup week with specific proposed dates and times, resolving any day-of-week and time-of-day conflicts.

(iii) Pick-up

Presently, the Company employs 10 full-time drivers and several back-up drivers to pick-up goods at Client locations. Depending on time, place and availability, the company may use a PRC logo'ed truck or alternatively a rental agency truck. In addition, the Company can make arrangements with LTL ("less than truckload") carriers to act as overflow in the unlikely event that a Client needs a pick-up when the Company can not accommodate the timing. This rarely if ever happens; for example, entire calendar years transpire without the Company ever engaging an LTL carrier for a Client pick-up.

b. Processing Services: Preparing Goods for Auction

When trucks arrive at a processing center, the Company executes a series of business processes intended to prepare items for auction while maintaining chain-of-custody and visibility for Clients.

(1) Unload and Receipt

Upon arrival at the processing center, Company Associates physically unload items from the truck and systemically receive the goods by scanning each item using handheld bar code readers.

(2) Manifest Entry and Reconciliation

Drivers deliver manifests to Administrative Assistants (AAs) upon arrival. AAs enter manifests into the system and then reconcile manifest entries with items unloaded and scanned. Discrepancies arise from time-to-time, such as instances where a Client enters something on a manifest but fails to give it to a drive during pick-up, or alternatively, gives an item to a driver but fails to enter it on a manifest. In any event, AAs contact Clients directly to resolves manifest reconciliation issues.

(3) "Agency Web" Application Service

Once the Company has scanned items into the system, Client can logon to Agency Web, an online application service provided exclusively to Company Clients, to track current status and ultimate disposition of each item by bar-code number. As part of this client-only application, PRC provides a link to all Client items presently at auction, offering real-time access bid prices and bidder activity. Agency Web also serves as a means of accessing financial information for Clients, offering current and historical access to account information such as monthly payments.

(4) Grouping and Ungrouping
   (a) Following unload, Company Associates determine how to best arrange Client items into auction listings. This process commonly involves grouping or ungrouping items.
   (b) A typical example of grouping and ungrouping concerns mobile phones. In one instance, a Client may individually bar code several phones that do not bring value when auctioned alone. The Company may group multiple such items into a single auction listing, assigning a new "parent" bar code. Client can maintain visibility to this new grouped listing by using Agency Web and the original "child" bar codes used at the time of manifesting.
   (c) In contrast, a Client may also assign a single bar code to a box containing numerous mobile phones—a common and convenient practice among Clients. In this instance, the Company may determine that specific individual phones, such as RAZRs and PDAs, will deliver value by auctioning alone. As a result, Company will un-group the single bar code, assigning new "child" bar codes to the multiple listings created. Again, Client can maintain visibility by using Agency Web, and in this case the original "parent" bar codes used at the time of manifesting.

(5) Cataloging
Following the grouping/un-grouping process, Company "Cataloguer" reviews items and queries a proprietary database to determine if a pre-existing description exists. For example, the Company maintains auction listing descriptions for common items such as an Apple iPod. If no description exists, the Cataloguer develops a listing description of the item and its condition.

(6) Testing
Company "Testers" determine the operational condition of items where practical. For example, Testers plug-in consumer electronics and power tools; start motorcycles; and verify operation of timepieces. In contrast, when the Company receives such items as a V-twin motorcycle engine, industrial knitting machine or mass spectrometer, practicality does not allow for testing.

(7) Securing Hard Drives
Either a Cataloguer or Tester will determine how to secure a computer hard drive. Acceptable methods include erasing the hard drive using secure erase/overwrite software or removing the hard drive for secure destruction. Given the wide and cost-effective availability of replacement hard drives along with the unreliability of used hard drives, the auction market frequently ascribes little value to the used hard drives that arrive in Client computers. As a result, the Company frequently removes and destroys hard drives.

(8) Photography/Imaging
Prior to put-away, a Company Associate will take several digital photographs which will appear with the auction listing

(9) Special Handling Services for Valuables
The Company considers timepieces, jewelry, loose stones and collectible coins-currency as "Valuables." Valuables also include rare collectibles, such as authentic hand-carved ivory figurines. Valuables arrive at Processing Centers via truck delivery with other items, and the Company then consolidates these items and ships to a Valuables Center for expert processing, which includes, at the Company's discretion:
   (a) Diamond and Precious Stone Testing & Grading
   (b) Precious Metal Testing and Verification
   (c) Authentication of Luxury Watches (e.g., Rolex, Cartier, Movado)
   (d) Gemstone & Fine Jewelry Grading Reports by a certified Company Jeweler
   (e) External Gemstone & Fine Jewelry Grading Reports
   (f) External, independent Appraisals for Rare, Unusual and/or Highly Valuable Items
   (g) Retail Value Estimates

c. Technical Expertise

(1) Access to Online Auctions
   (a) The Company conducts online auctions 24 hours per day, 7 days per week.

(b) As of 2009, over 75% of the US population accessed the internet (source: Nielsen net ratings).

(c) Citizens of Client's municipality as well as other non-citizen consumers gain wider and easier access to auctions than when goods get auctioned through traditional, local auction services.

(2) **Auction Website**

(a) The Company maintains and continuously enhances a proprietary online auction platform, "Trudie," to conduct auctions on behalf of Clients.

(b) Systemic Auction Uploads
Nightly, 365 times per year, the Company proprietary back-office system (that manages the processing of auction items) uploads a batch of auctions to an auction website, or front-office sales and marketing system.

(c) Secure Bidding Process

(i) Bidders (aka "Shoppers") register and provide a valid credit card.

(ii) PRC publishes auction listings at www.PropertyRoom.com setting an opening bid, bid increment and closing date.

(iii) To bid, bidders must login and browse to an auction listing of interest. A bidder selects a "Bid Now" button and continues through a structured bidding process which includes payment and shipping information

(iv) After login and authentication, bidders enter an "HTTPS" SSL mode, whereby communications get encrypted. In addition, all bidder information gets stored in an encrypted format in an Oracle 10g enterprise edition database housed at a tier 1 Savvis data center.

(v) PRC proprietary auction technology tracks concurrent bid processes and "time-stamps" bids when bidders complete the process. The technology then sorts out the first and highest bid, publishing a confirmed sequential bid history online in the auction listing. "Tie bids" never occur because as a final "valid bid check" the database confirms the last accepted valid bid, and if an equal bid "snuck-in" because of the time if took a bidder to complete their bid process, the system would message to the bidder to increase their bid or abandon the bidding process.

(vi) Finally, PRC employs a "no sniping" technology to protect Clients and Bidders. In the event that PRC registers a valid bid within 1 minute of the auction close time, the listing auto-extends for 1 minute. This ensures that an engaged Bidder does not get an item "stolen-away" from a first-time, last-minute Bidder, and it also maximizes final bid value for clients.

(d) Features for Online Shoppers/Bidders

(i) Wish List, Watch List, Email alerts

(ii) Featured Items, auto and manual

(iii) Live count-down timer

(iv) Dynamic Close (auction close time resets if a bid takes place in last 1 minute)

(v) Multiple browse view options, including detail, gallery, tile and text

(vi) "Ask a Question" feature on each individual auction listing and other Help

(vii) Minimum bid, bid increment and next winning bid posted on each listing

(viii) Sort by New, Closing Soon, Highest Bids, Highest Price

(ix) Search by key words

(x) Photos with mouse-over auto-enlarge

(xi) Proxy bid (with "not to exceed logic," automatically uses only the minimum funds required to secure Winning Bids)

(e) Orders, Fraud Management, Payment Services and Sales Tax Services
Nightly, 365 times per year, the Company proprietary front-office system downloads orders to the back-office system. These orders contain winning bidders for each auction. Using proprietary and standard industry techniques, the back office system runs fraud checks on each order, sequestering suspicious orders for manual intervention by Company Customer Support staff. The back-office system then authorizes payments for the remaining orders via credit cards on file, which includes calculating and collecting

sales taxes owed. In the event that a non-fraud order exceeds the winning bidder credit card limit, the Company will work to receive payment via cashier's check or wire transfer.

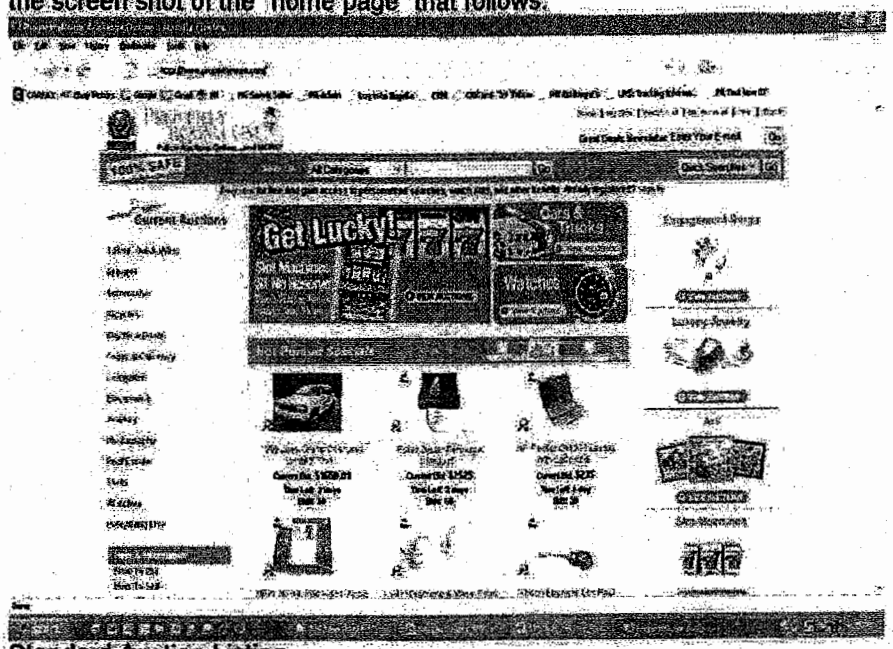
(3) Program Approach

(a) Website Structure

The Company maintains www.PropertyRoom.com as its front-office sales and marketing system, the main channel-to-market for Client auctions. While Company maintains partnerships to assist Clients in some auctions, such as large and rare wine collections or vehicles in the Platinum program, 99.9% of all listings sell through www.PropertyRoom.com.

(i) Home Page

The auction website home page displays main categories on the left along with featured and most popular items in the center. On the right column, PRC provides banners to current promotions. In the very top center, PRC offers search tools. Online shoppers can click-browse or search to identify auction listings of interest. See the screen shot of the "home page" that follows.

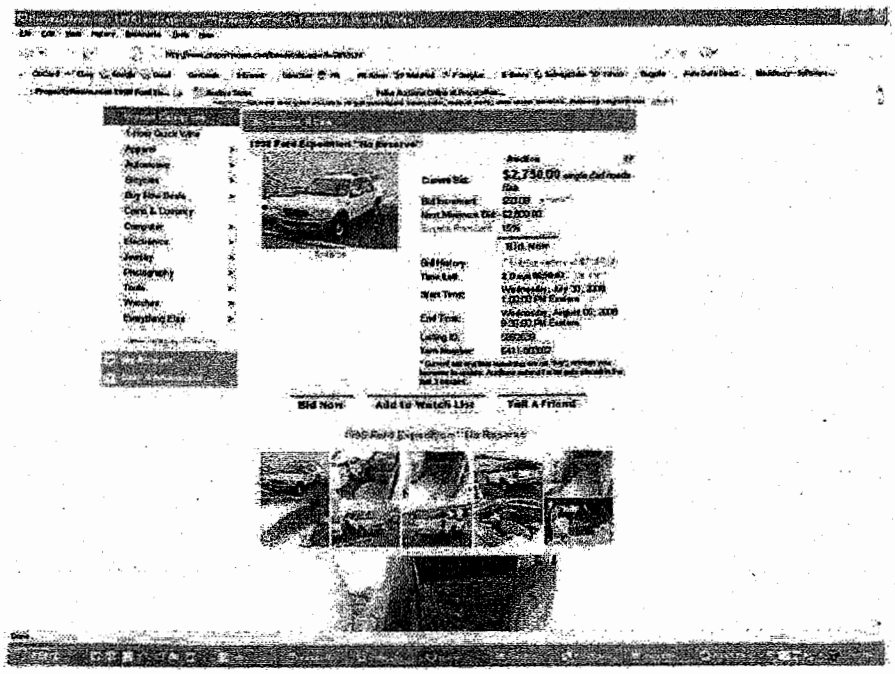


(ii) Standard Auction Listing

At the top of the auction listing detail page appears current bid, bid increment and next minimum bid along with a "Bid Now" button and a "Bid History" link. Other listing details also appear at the top of the listing detail page, including time remaining, start/end times, listing ID and item numbers.

In the middle, a series of three buttons appears, including another "Bid Now" button along with a "Watch List" button (which allows an interested bidder to track the progress of a listing via email) and a "Tell a Friend" button which allows a bidder to send an email alerting someone of the auction.

In the bottom of the listing detail page appears additional digital photographs along with PRC catalog assessment of the item at auction. Description, location, condition, testing results (as applicable) and shipping weight appear here. See the two screen shots that follow.



(b) Downtime and Maintenance

As part of its service to clients, PRC enhances and maintains its proprietary auction technology along with the supporting hardware environment. The Company manages a regular maintenance and software schedule, upgrading its code and systems 1-2 per month, typically in a maintenance window that ranges from 1am-4am Eastern Time. Given that Client auctions typically close from 5-10pm Eastern Time, the maintenance window does not cause any negative material impact to bidding and bid results. To the contrary, the continual maintenance and upgrade of the PRC website has materially enhanced bid results.

(4) Technology Infrastructure

(a) Auction Website

Our front-end proprietary auction platform—we call her "Trudie"—got coded in C# with Microsoft's .NET framework. As of this writing, we run Trudie in a VMware virtual environment to make more efficient use of server resources and control hardware costs. The VMware platform uses quad-core, dual-processor servers; this includes failover blades for quick recovery should any server hardware fail. The web servers—also part of the VMware environment—run on Microsoft IIS and use hardware load balancing to distribute user traffic. The system employs centralized SAN storage for speed and data protection. Separate from the virtual environment, Trudie relies on an Oracle 10g Enterprise RAC Cluster production database running on two quad-core, dual-processor servers; we have found this a reliable and scalable database solution that can grow with our needs. Lastly, the environment includes redundant firewalls, encryption and hashing technologies to keep user payment information safe.

(b) Back-office Systems

Our back-office systems, such as inventory management (aka InMan), payment processing, financial package, reporting, etc., rely on Microsoft SQL Server databases. This includes a variety of software applications written in VB, VB.NET, and C# and MAS 500 for financials. Where it makes sense, the company employs open source software—e.g., Bug Tracking system and internal Wiki knowledgebase. Clients and Servers run MS Windows, although we do run a couple of Linux boxes for internal use. We employ

secure communication between warehouses via Qwest Private Routed Network and VPN technology. Our owned hardware includes Enterasys routers, Cisco firewalls, and EMC AX 100 SAN storage. We run Microsoft Active Directory infrastructure for user authentication and computer management as well as Microsoft Exchange for email.

(c) Partnership with Tier-One Data Center Provider

PropertyRoom.com out-sourced this front-end hardware infrastructure to Savvis, engaging in a "utility" contract with upgrade options. While configured to our standards, we rent the hardware, software licenses, and datacenter footprint. Further, Savvis delivers a turn-key solution, monitoring the system, providing intrusion detection, backing-up, and handling maintenance (i.e., all patches and repairs to hardware, software and operating systems). This allows our internal team to focus on continuous improvement to Trudie, the primary "auctioneer" in our company.

(d) Data Centers in Use

Trudie and supporting front-end systems reside in Savvis CH3, a 189,000 square foot datacenter located in Chicago, IL. Backend systems reside in Savvis OC2, an 85,000 square foot datacenter located in Irvine, CA. Both datacenters offer world-class facilities for power management, HVAC, fire suppression, seismic engineering, physical security, Tier 1 internet connectivity and access to Savvis' Intelligent IP and IP MPLS network.

5. Marketing and Website Traffic

a. Marketing Plan Overview

The Company employs personnel with advanced online and offline marketing expertise. Our marketing activities accomplish two primary goes:

- Drive online visitor traffic to the auction site; and
- Compel visitors to bid-on and win auctions.

Details of our activities and results appear below.

b. Marketing Techniques Employed to Support $100,000 per day Auction Proceeds

(1) Industry-leading publicity and public relations resulting in free TV, radio and print (see section on "Publicity-driven Destination Marketing")
(2) Email marketing
(3) Press releases
(4) Traffic campaigns via online rewards companies
(5) Online ad-words, e.g., Google or Yahoo ad word purchases
(6) Online banners
(7) Affiliate networks

c. Website Traffic Averages

(1) 30,000+ visits per day
(2) 20,000+ unique visitors per day
(3) 900,000 total visits per month
(4) 360,000 unique visitors per month
(5) 22,000,000 page-views per month

PropertyRoom.com Website Traffic Trends

Month	Visits	Page views	Unique Visitors
Apr 2007	547,946	12,424,910	219,334
May 2007	630,962	14,822,433	257,362
Jun 2007	525,449	12,257,018	205,744
Jul 2007	637,117	15,718,458	262,277
Aug 2007	646,510	16,914,020	248,659
Sep 2007	583,534	14,852,330	218,706

Month	Visits	Page views	Unique Visitors
Oct 2007	632,412	16,861,215	236,015
Nov 2007	718,697	19,350,024	298,238
Dec 2007	697,322	19,603,060	263,745
Jan 2008	692,695	19,097,014	260,083
Feb 2008	785,769	22,828,917	318,763
Mar 2008	836,351	23,795,689	325,497
Apr 2008	889,594	24,876,609	364,131
May 2008	774,367	21,442,081	289,853
Jun 2008	741,323	19,624,082	289,401
Jul 2008	766,831	19,402,395	296,452
Aug 2008	793,841	19,937,047	324,800
Sep 2008	721,633	17,021,624	284,128
Oct 2008	861,266	22,171,686	350,151
Nov 2008	966,116	26,034,587	409,921
Dec 2008	1,149,281	31,847,583	472,367
Jan 2009	894,756	20,871,772	372,192
Feb 2009	954,077	22,724,956	424,742
Mar 2009	886,520	20,453,066	366,155
Apr 2009	831,607	18,101,010	346,457
May 2009	882,355	17,959,901	370,533
Jun 2009	1,103,727	19,861,111	548,279

Source: Google Analytics

"We're 1 of the 10 largest cities in the US, and even if we held only one big auction every year, we could not attract the bidders that PropertyRoom.com does in a single day."—Anonymous

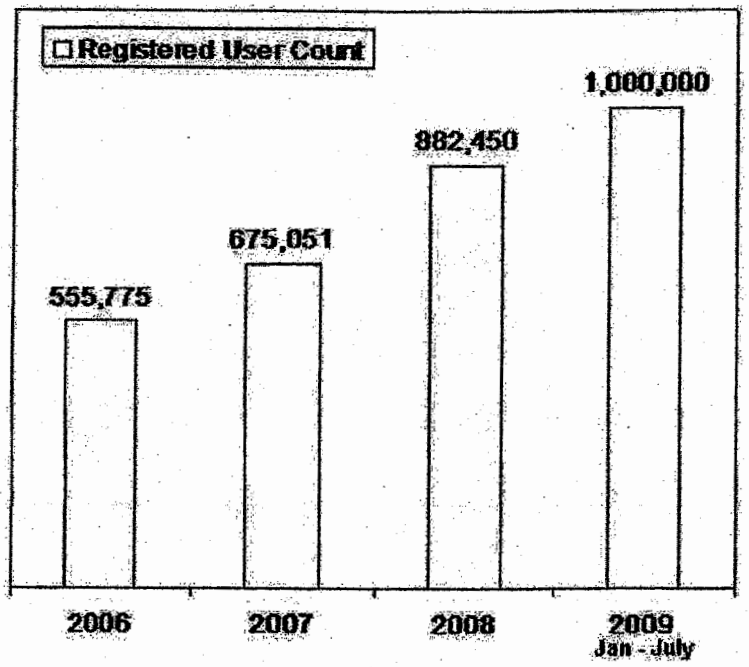
d. Bidder Base

(1) As of July 2009, over 1 million registered users.

(2) 20 million page-view per month.

The monthly traffic on websites, especially auction websites, is an independent indicator of the strength of a proposer and the number of bids an item will receive effecting the actual net return of the NYPD.

(3) 30,000+ visits and 20,000+ unique visitors per day as well as 650,000 per month (the largest cities in the US can not achieve, annually, the attendance PRC achieves in a single



day).

e. **Publicity-driven Destination Marketing**

(1) The Company has learned that the most powerful marketing impact is when internet shoppers type-in www.PropertyRoom.com into their browser rather than get referred by advertising. Put differently, the company has developed into a "destination" website

(2) We engage a PR firm to develop TV, Radio and print media contacts interested in stories related to law enforcement and cities purging surplus via online auction

(3) **Destination Marketing Media focus on PropertyRoom.com.** Below we provide an exhaustive and verifiable list as evidence of our superlative PR marketing success.

July 13, 2009: KIMA29-TV: Yakima, Washington: website, live mention: Website benefits police and consumers. [Television]

July 6, 2009: Talk Soup – E-Online: Spin off from the Today Show. [Television]

July 6, 2009: Examiner: NY Style: Police contraband meets eBay; Great Deals on Seized Fashion Finds [Print]

July 2, 2009: National Post: Blog: write-up [Online]

July 1, 2009: News 8 Washington DC: Live segment with CEO, PJ Bellomo. [Television]

June 30, 2009: The Today Show: Feature story about police auctions, features Tom Lane. [Television]

June 30, 2009: Examiner DC: Shop PR for great deals for the home. [Print]

June 30, 2009: Associated Content: Article about police officers taking the Internet by storm. [Online]

June 30, 2009: Associated Content: Article about online police auctions. [Online]

June 30, 2009: RantRave: Blog post about buying stolen goods at PropertyRoom.com. [Online]

June 30, 2009: Best Syndication: Article about buying goods at PropertyRoom.com. [Online]

June 30, 2009: Sun News, Cleveland, OH: Blog article about PropertyRoom.com. [Online]

June 30, 2009: WABC 7, New York: Feature article about police auctioning items on PropertyRoomc.com. [Television]

June 30, 2009: Lalate, LA, CA: Feature article about what PropertyRoom.com is and offers. [Online]

June 30, 2009: KOAT-TV – Albuquerque, NM: Police Auction Site Offers Bargains. [Television and online]

June 30, 2009: Reader's Digest: Steals and Deals. [Print]

June 29, 2009: Seattle Times - Seattle, WA: Feature article about the Seattle police using PropertyRoom.com. [Print]

June 29, 2009: Examiner – Seattle Times AP Piece: spin off the Seattle Times article. [Print]

June 29, 2009: Olympian – Seattle Times Article: Unclaimed items sold online by Seattle police. [Print]

June 24, 2009: Two Rivers Daily - Allentown, PA: Blog article about the City of Easton teaming up with PropertyRoom.com. [Online]

June 22, 2009: St. Petersburg Times, Tampa, FL: Feature article about the local police department using PropertyRoom.com. PJ Bellomo quoted. [Print]

June 22, 2009: OC Register: Victim of theft, look for your stuff online. [Print]

June 20, 2009: Fayetteville Observer: Web finds. [Print]

June 19, 2009: National Jeweler Network - New York, NY: Feature article about unclaimed jewels yielding millions. PJ Bellomo quoted. [Print]

June 19, 2009: On The Money Radio Show – WXEL 90.7 FM – Public Radio: Interview with PJ Bellomo. [Television]
June 8, 2009: dBusinessNews: This Father's Day, Shop Online and Save Time and Money. [Print]

May 28, 2009: Las Vegas Sun - Las Vegas, NV: Feature article about the local police department using PropertyRoom.com. [Print]

May 28, 2009: Las Vegas Review Journal: Evidence for sale. [Print]

May 22, 2009: WFLD-32 Fox – Chicago: Syndication of Good Day NY piece about deals too good to be true. [Television]

May 19, 2009: WHDH-TV - Boston, MA: Feature article about finding a steal of a deal. Quotes by Tom Lane. [Online]

May 19, 2009: Princeton Packet: Need a truck? Go Online. [Print]

May 18, 2009: abc7news.com - San Francisco, CA: Feature story about not getting scammed buying online. [Television]

May 18, 2009: NorthJersey.com: Article about the NJ police generating money and one way of doing so is with the help of PropertyRoom.com. [Online]

May 15, 2009: Network World: Web hosting firms defy recession. [Online]

May 14, 2009: WJKT-Fox 16 Little Rock, AR: Feature article about PropertyRoom.com leading as a source for deals. [Online]

May 11, 2009: Fox Business Morning (Live) Interview: Feature story about PropertyRoom.com auctioning stolen merchandise. PJ Bellomo as a guest. [Television]

May 7, 2009: FOX NYC – Good Day NY: Feature story about PropertyRoom.com and people finding deals on there. [Television]

May 5, 2009: Daily Nexus, University of Santa Barbara: Article about UCPD bikes being held 90 days and sold on PropertyRoom.com. [Online]

April 28, 2009: ABC Hartford, CT: Feature article about Connecticut police using PropertyRoom.com. [Online]

April 9, 2009: abc11tv.com - Raleigh, NC: Feature story about the Chapel Hill Police using PropertRoom.com. [Television]

March 31, 2009: WJZ - Baltimore, MD: Article about the Baltimore Police using PropertyRoom.com. [Online]

March 25, 2009: ABC 6 – Philadelphia, PA: Feature story about PropeitRoom.com offering deals and steals. [Television]

March 24, 2009: abc13.com - Houston, TX: Feature story about stolen property being sold online through PropertyRoom.com. [Television]

March 20, 2009: South West Review - St. Paul, MN: Feature article about the Inver Grove Heights police teaming up with PropertyRoom.com. [Print]

March 15, 2009: Northwest Herald - Crystal Lake, IL: Article about Merengo Police Department does with the collected evidence. PropertyRoom.com mentioned. [Print]

March 3, 2009: AZ Family TV: Find some real steals from designer clothes to high end jewelry. [Television]

March 1, 2009: Fashion Mannuscript: High fashion goods at a low cost. [Print]

February 26, 2009: AZ family Channel 3, Phoenix, AZ: Feature story about finding bargain goods online. [Television]

February 10, 2009: News-Journal.com - Longview, TX: Article about stolen goods being auctioned. [Print]

February 6, 2009/June 6 2009: Inside Edition: Feature story about police auctions online. [Television]

February 3, 2009: SmartBrief: Some small businesses thrive despite economy. [Online]

February 2, 2009: USA Today (front cover of Money section): Article about businesses that are thriving during the down economy. Quote by PJ Bellomo. [Print]

January 31, 2009: Utile Center: Looking to steal a bargain online? Here's a great new answer. [Online]

January 28, 2009: The Miami Herald: Other online gems; cops version of eBay. [Print]

January 24, 2009: Corpus Christi Caller Times - Corpus Christi, TX: Feature article about Corpus Christi police going digital to unload unclaimed goods. [Print]

January 21, 2009: Sun-Sentinel.com – Fort Lauderdale, FL: Blog article about how buying used is vogue, mentions PropertyRoom.com as a beneficial place to shop. [Online]

January 2009: Seattle Post Intelligencer - Seattle, WA: Feature blog post about what happens to theft and burglary items. [Online]

January 2009: Officer.com: Article about ways police departments are saving money. PropertyRoom.com featured as one way agencies are saving. [Print]

January 6, 2009: Chain Store Age: Shoppers visit online auction site in post holiday season. [Print]

January 5, 2009: Boston Channel: Police may begin using online auction website. [Television]

January 5, 2009: The Budget Fashionista: Eleven top online auction sites. [Online]

January 5, 2009: OC Metro: PropertyRoom sees uptick in holiday sales. [Print]

January 5, 2009: Daily Tidbits - Webware- CNET: Post holiday write-up. [Online]

January 1, 2009: New York Post: In's and Out's for 2009. [Print]

December 12, 2008: Daily Record - Baltimore, MD: Great gifts from the cops. [Print]

December 11, 2008: Fox45 Baltimore, MD: Great deals found on PropertyRoom.com. [Television]

December 6, 2008: CBS 11 / TXA 21 - Dallas / Fort Worth, TX: Run of Minneapolis piece. [Television]

December 6, 2008: WCCO - Minneapolis, MN: Website helps police auctions items online. Eden Prairie PD quoted. [Television]

December 4, 2008: WKBT - La Crosse, WI: Stolen property as gifts for the holidays. [Television]

December 3, 2008: CBS 5 - San Francisco, CA: Auction website offers legal deals on stolen goods. [Television]

December 2, 2008: Greeley Tribune - Greeley, Colorado: Article about real steals on police auctions. [Print]

November 28, 2008: Los Angeles Daily News - Los Angeles, CA: Great gift deals found on PropertyRoom.com. [Print]

November 26, 2008: OCRegister - Santa Ana, CA: Article about how the Huntington Beach PD is using PropertyRoom.com to tame property room chaos. [Print]

November 25, 2008: ABC15.com (KNXV-TV) - Phoenix, AZ: How to buy stolen this holiday and save. [Television]

November 23, 2008: TMCNet: Good deals on Christmas gifts at PropertyRoom.com. [Online]

November 24, 2008: Press of Atlantic City, Atlantic City, NJ: Article about PropertyRoom.com working with local agencies to liquidate goods online. [Print]

November 21, 2008: The Budgeteer News, Duluth, MN: Article about PropertyRoom.com working with local agencies to liquidate goods online. [Print]

November 20, 2008: Consumer Reports: Stolen goods make great gifts. [Online]

November 17, 2008: Sun Sentinel: Thrift stores often have great gift bargains. [Print]

November 11, 2008: KDKA, Pittsburgh, PA: Website Sells Items Recovered From Criminals. [Television]

November 6, 2008: WCNC, Charlotte, NC: Great deals on items seized by police. [Television]

November 2, 2008: Orlando Sentinel: Article about great deals at PropertyRoom.com. [Print]

October 30, 2008: Associated Press: Article about great deals at PropertyRoom.com. [Print]

October 22, 2008: St. Louis Post-Dispatch – MO: Article about buying stolen stuff that's cheap and legal. [Print]

October 15, 2008: Rocky Mountain News: Article about how police agencies are auctioning online. Douglas County Sheriff's office is quoted. [Print]

October 15, 2008: WGRZ-TV Buffalo NY: PropertyRoom.com is working with the Town of Tonawanda PD to liquidate goods online. [Television]

October 13, 2008: KTVU-TV - Oakland, CA: San Leandro PD selling unclaimed goods online with PropertyRoom.com. [Television]

October 13, 2008: WEWS-TV Cleveland, OH: Strongsville PD to auction online. [Television]

October 13, 2008: Buffalo News: Article about great deals found on online, Town of Tonawanda PD quoted. [Print]

October 9, 2008: WTAM, Cleveland, OH: Piece about great deals for consumers on PropertyRoom.com. [Television]

October 2, 2008: OC Metro Minute: Online video newscast placement. [Online]

October 1, 2008: Chicago Tribune: Brief about using stolen merchandise to stage a home for sale. [Print]

September 30, 2008: CNN Radio: Syndicated radio piece about PropertyRoom.com. [Radio]

September 12, 2008: Leavenworth Times, KS: Article about how the City of Leavenworth is selling surplus online. [Print]

August 29, 2008: Hartford Courant: PropertyRoom.com works with local agencies to liquidate goods and bring deals to consumers. [Print]

August 12, 2008: Fox News Cable: Feature story about PropertyRoom.com. [Television]

August 12, 2008: Associated Content, CO: Great deals at PropertyRoom.com, bored eBayer's look for new venues. [Online]

August 11, 2008: WKRC TV, Cincinnati, OH: PropertyRoom.com works with local agencies to liquidate goods and bring deals to consumers. [Television]

August 5, 2008: WPEC West Palm Beach, FL Channel 12 (CBS): Florida agencies work with PropertyRoom.com to bring stolen stuff to consumers. [Television]

August 8, 2008: WPLG Miami, FL Channel 10 (ABC): Selling stolen property goes high tech. [Television]

August 4, 2008 - Sun Sentinel, Ft Lauderdale, FL: Article about PropertyRoom.com working with Southeast Florida agencies. [Print]

August 1, 2008: Enterprise-Record, Chino CA: Article about Chino liquidating vehicles on PropertyRoom.com. [Print]

July 30, 2008: KFOX, El Paso TV: Feature story about how PropertyRoom.com is assisting the Dona Ana County Sheriff's Department. [Television]

July 6, 2008: Avalanche Journal, Lubbock, TX: Article about PropertyRoom's relationship with the Lubbock PD. [Print]

Jul 10, 2008: Knoxville News Sentinel - Knoxville, TN: Article about great deals on designer goods. [Print]

June 29, 2008: Annapolis Capital: Article about Maryland State Police auctioning on PropertyRoom.com. [Print]

June 17, 2008: Wallstreet Journal: Article about how private firms are doing government work. [Print]

June 21, 2009: Baltimore Sun: Article about PropertyRoom.com doing business in the Baltimore area. [Print]

May 5, 2009: San Diego Union Tribune: Article about NCAA basketball chairs up for auction on PropertyRoom.com. [Print]

April 30, 2008: KRON, Channel 4 (NBC) San Francisco, CA: 6 p.m. newscast featured in technology segment about alternatives to eBay. [Television]

April 2, 2008: Associated Press: Nationally syndicated feature article about PropertyRoom.com featuring quote from client the Oswego police department. [Print]

March 22, 2008: Sun Sentinel, Fort Lauderdale, FL: Article about Florida law enforcement auctioning online. [Print]

March 19, 2008: KNDO, Channel 23 (NBC) Yakima, WA: Evening news segment about PropertyRoom.com's agreement with the Yakima Sheriff's Office. [Television]

March 15, 2008: WMEL, AM 920 Melbourne, FL: Tom Lane interviewed by radio host Matthew Bronson about PropertyRoom.com service to law enforcement. [Radio]

March 11, 2008: ABCNews.com: National online piece about great bargains at PropertyRoom.com. [Online]

March 8, 2008: KCAL, Channel 9 (CBS) Los Angeles, CA: 9 p.m. newscast included a 30-90 sec clip about PropertyRoom.com by cyber' guy Dave Malkoff. [Television]

March 7, 2008: KSHB, Channel 21 (NBC) Kansas County, MO: Morning news segment about PropertyRoom.com great deals. [Television]

March 6, 2008: Detroit Free Press, Detroit, MI: Feature article about PropertyRoom.com's great deals for consumers. [Print]

February 18, 2008: Chicago Tribune, Chicago, IL: Syndication of LA Times piece featuring the Los Angeles Police Department and customer quotes. [Print]

February 18, 2008: KTLA, Channel 5 (CW) Los Angeles, CA: 3 hour live remote with Gayle Anderson during the morning show. Feature Harry Brockman showing the reporter cool stuff live from our LA processing center. [Television]

February 15, 2008: The Southtown Star, Chicago, IL: Feature article about PropertyRoom.com's agreement with the New Lenox police department. [Print]

February 13, 2008: FoxNews.com: National online piece about PropertyRoom.com service to agencies and customers featuring quotes by PJ Bellomo and client Southhold Police Department. [Online]

February 10, 2008: The Hartford Courant, Hartford, CT: Sunday Edition featured Wish List focusing on jewelry auctions. [Print]

February 10, 2008: Los Angeles Times, Los Angeles, CA: Sunday Edition feature article about PropertyRoom.com in the business section. [Print]

February 4, 2008: The Lexington Herald-Leader, Lexington, KY: Feature article about PropertyRoom.com's new client services office in Lexington, KY. Quote from Lexington police department. [Print]

January 29, 2008: BaltimoreSun.com, Baltimore, MD: Consuming Interests online article by reporter Dan Thanh Dang. [Online]

December 2, 2007: Daily Record, Morris County, NJ: Sunday Edition feature article about PropertyRoom.com. [Print]

October 2, 2007: WDIV, Channel 4 (NBC) Detroit, MI: 6 p.m. news segment about PropertyRoom.com great deals. [Television]

September 29, 2007: Indianapolis Star, Indianapolis, IN: Saturday Edition feature article about PropertyRoom.com. [Print]

September 27, 2007: Arkansas Democrat Gazette, Little Rock, AR: Feature article on PropertyRoom.com contracts with Arkansas law enforcement agencies. [Print]

September 13, 2007: CNBC, On The Money: 3 and half minute piece includes clips from Tom Lane and Harry Brockman narrated by Tyler Matheson, one of their top correspondents. [Television]

August 22, 2007: FOX, Channel 31 Denver, Colorado: 9 p.m. news segment about PropertyRoom.com's agreement with the Boulder County Sheriff's Office. [Television]

July 30, 2007: WBNS, Channel 10 (CBS) Columbus, OH: 2 minute piece featuring interviews with the Delaware Police Department, a PropertyRoom.com customer Charles Kuhlmann and noted an increase in revenue for the department. [Television]

July 28, 2007: National Public Radio (NPR): Weekend Edition Saturday, Tom Lane interviewed with host Scott Simon. 3 – 4 minute national news piece. [Radio]

July 16, 2007: Newsday, New York County/Long Island, NY: Article features comments from a PropertyRoom customer and the Southhold Police Department as well as information about PropertyRoom's Long Island processing center. A two-minute web TV spot also accompanies the story. [Print]

June 29, 2007: WEWS-TV, Channel 5 (ABC) Cleveland, OH: Newscast about PropertyRoom.com's agreement with the Solon Police Department. [Television]

June 29, 2007: Solon Herald Sun, Solon/Cleveland, OH: Front Page article about PropertyRoom.com's agreement with the Solon Police Department. [Print]

June 13, 2007: KGW-TV, Channel 8 (NBC) Portland, OR: Short brief about PropertyRoom.com's agreement with the Oregon County Police Department. [Television]

June 13, 2007: KPTV, Channel 12 (FOX) Portland, OR: 10 p.m. news segment about PropertyRoom.com's agreement with the Oregon County Police Department and features a pick-up. [Television]

June 13, 2007: Portland Business Journal, Portland, OR: Article about PropertyRoom.com's agreement with the Oregon County Police Department. [Print]

May 24, 2007: KOLD, Channel 13 (CBS) Tucson, AZ: 6 p.m. news segment focus on PropertyRoom.com's agreement with the Oro Valley Police Department. [Television]

May 15, 2007: WPTZ, Channel 5 (NBC) Plattsburgh, NY: 11 p.m. news segment features PropertyRoom.com and the Keene Police Department. [Television]

May 4, 2007: Houston Chronicle, Houston, TX: Article about PropertyRoom.com's agreement with the Houston Police Department. [Print]

May 3, 2007: WTOL-TV, Channel 11 (CBS) Toledo, OH: 11 p.m. news segment features an interview with the Toledo Police Department about its agreement with PropertyRoom.com. [Television]

April 30, 2007: KING5, Channel 5 (NBC) Seattle, WA: Evening News Magazine consumer focused on the excellent deals and odd items we have on PropertyRoom.com. [Television]

February 12, 2007: KCBS, Channel 2 (CBS) Los Angeles, CA: 10 and 11 p.m. featured segment about PropertyRoom.com's jewelry auction business. [Television]

f. **Item-specific Marketing for Rare/Unique, and High-end Property**
(1) Develop item-specific bidder list
(2) Feature in Email marketing and eNewsletter
(3) Complete/publish grading reports for high-end jewelry and loose gemstones
(4) Authentication of luxury watch brands
(5) External authentication and/or appraisal of antiques or collectibles
(6) Online banners
(7) Traffic campaigns via online rewards companies, such as MyPoints
(8) Affiliate networks

g. **Client and Expert Quotes.** Selected 2007 and 2008 excerpts below:
Steven Johnson, commanding officer of the ***Los Angeles Police Department's*** Property Division said "We used to have auctions downtown and in Van Nuys and as few as 15, 20 people might show up. If you're online, you open up to the nation." **-Source, LA Times, February 2008.**

PropertyRoom.com...started all bids at $1...the move yielded surprising results: the average price increased 30 percent and the average number of bidders per item surged 50 percent ..."When an individual is looking at an auction and they know there's a reserve price, it discourages entry," said ***Amar Cheema a marketing professor at Washington University in St. Louis***, who studies consumer behavior and auctions. "Because there is no reserve, more people are likely to enter, and when you have more people entering the bids go up." **-Source, Associated Press, San Francisco, May 2007.**

Police Sgt. David Lizotte of ***Oswego, NY PD***...no longer has to arrange an annual sale to get rid of the stuff. "It's been fantastic for us," Lizotte said. "It reaches so many more people." **–Source, AP News, April 2008.**

Carlene Kron, a property specialist with ***Oro Valley PD*** purges its seized, forfeited and unrecovered items including everything from collectibles and electronics, to bicycles and jewelry. "Anybody that can get to a computer can long on and use this site. It saves the department a lot of time and a lot of money. In the past, we had a company come up to Oro Valley and we'd have to move all the property into a specific room--and then an auction is held for either one day or two days. It's a reputable site, you don't have to worry about purchasing something and not getting it or the seller not following through—you will get your item." **-Source, CBS Tucson, May 2007.**

Sgt. Bruce Shepherd of the ***The South Jordan PD*** has an overwhelming, ever-accumulating amount of evidence. "If you see your car stereo online at that point, the only way to get it back is to be the winning bidder," said Sgt. Bruce Shepherd, who was worked for about three years to get the city hooked up to the Web site."We'll make a certain amount of income for the city. Also, in the process, it helps us keep a more efficient way of getting rid of evidence. It just keeps building and building and building," Shepherd said. **-Source, The Salt Lake Tribune, January 2007.**

Chief Dave Thompson of the ***Yakima, WA Sheriff's Office*** has been using the site for five years now and they have saved several thousand dollars in the process." We looked at how it was all set up, how they managed the sale of the property and it was pretty good stuff," says Thompson, "It eliminated the additional steps that we had to go through to prepare items for auction, to publish for an auction, to actually, physically handle the auction, or hire a company to do that for us." **-Source, KNDO NBC Yakima, Washington, March 2008.**

Dickson County Detective John Patterson said "I've seen items in here from 1988." Items sold on the site go to the highest bidder, and 50 percent of the sales of Dickson County items goes back to the county...Which is 100 percent more than we were getting before." **-Source, WSMV Channel 4 NBC - Nashville, TN, March 2008.**

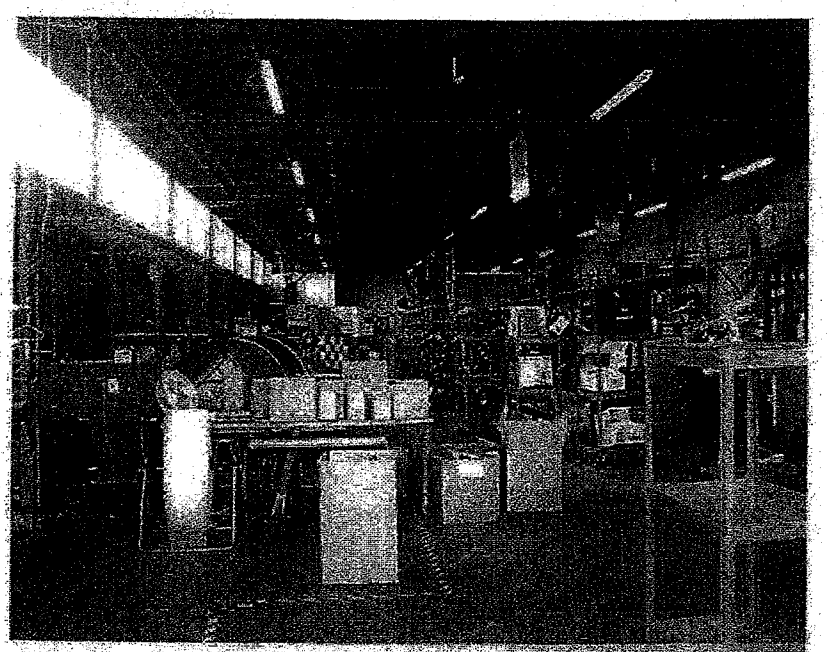
Charles Doeble evidence supervisor at the ***Delaware, OH PD***...used to make barely $1,000 through public auctions. Last year, the site sent Delaware a check for more than $13,000 after selling its property online. Doeble said "the money goes to the city's general fund and they use it for what they need." **-Source, WBNS-10TV in Columbus, OH, July 2007.**

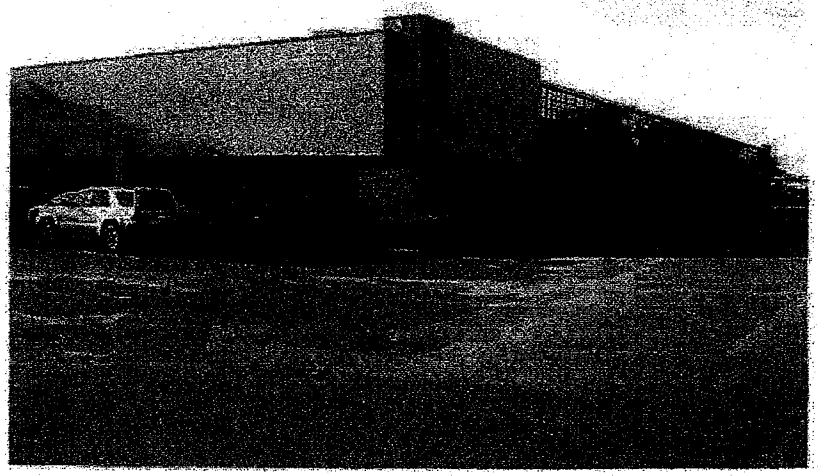
Consumers can score a bargain, but the real bonus may be for cities, like Toledo. Auctioning off items the old way used to cost Toledo $100,000 a year in overtime alone. Now, it's down to just $2,000 a year, plus the profits are split 50/50 with PropertyRoom.com. "We don't have to worry about coming in on a Saturday, working over to prep stuff for auctions," said Police Sgt. Ed Mack of ***Toledo, OH PD***. **-Source, CBS WTOL – 11 Toledo, June 2007.**

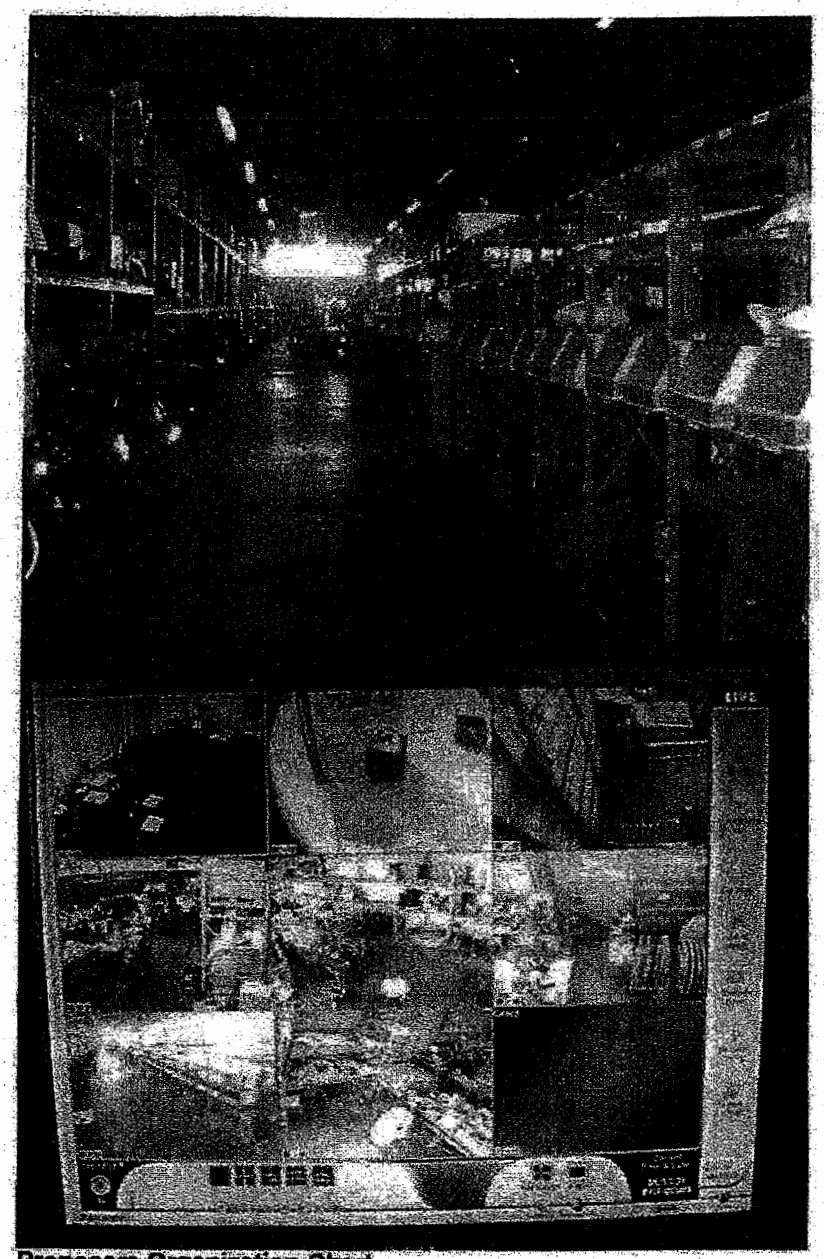
County of Galveston spokeswoman Alicia Foyt is doing spring cleaning with an auction of surplus property that includes not one, but two, used ambulances. "We've also got humidifiers, cameras and a lot of computer equipment. Any mechanical problems are disclosed and clearly explained so people will know what they're buying," Foyt said. **-Source, Houston Chronicle, May 2007.**

h. Facility Details

The facility that would handle this contract is located at 22 Dubon Court Farmingdale, New York, 11735. The facility is almost 11,000 square feet and employees approximately 15 associates. The facility is secured by an alarm system including motion detectors and cameras. **Photos of the interior and exterior of the facility and its security system are shown below.**







i. **Proposers Organization Chart**

PropertyRoom.com is organized as a C corporation under the laws of the state of Delaware and its organization is structured with a non Executive Chairman of the Board, a President and CEO and several Vice Presidents. The company was structured from its inception to provide the services listed in the scope of services of this RFP and is focused on disposition of property and evidence from 2,000 police, sheriff and municipal governments in 47 states. Providing the services in the scope of this RFP for the New York City Police Department is well within the expertise of the company and NYPD needs and requirements will be met and exceeded within the proposer's organization.

We have included financial reports in **Attachment E** for 2007 and 2008. As a private company we did not provide audited financial statements in 2007 but have submitted an audited statement for 2008 and will continue to provide an independent audit of our operations during the time frame of this contract.

6. **Price Proposal**
In accordance with your instructions we have submitted our price proposal in a separate sealed envelope on your attachment B. We also acknowledge the following:

Propertyroom.com, Inc. will be fully responsible for all storage, administrative, shipping, handling and transportation to provide the services required under this contract.

All shipping/freight, handling and sales taxes are to be paid by the purchaser and is not part of the net sales price.

We do calculate the amount of the credit card fee by including the shipping, handling and sales taxes to arrive at the net sales price but not for any other purpose.

We do not charge any other fees in calculating the net sales price and only deduct the actual amount charged by the credit card companies from the net sales price.

We will provide all the necessary hardware and software required in attachment F for the length of this contract. As the current vendor all of this hardware and software is already provided to NYPD and Internet connectivity is already established outside the NYPD network to provide the services in this contract solicitation.

The proposer as the existing vendor already collects this property in a timely manner from the various property clerk facilities and will continue to provide a timely pickup and agree with the proposals time frame of 3 hours for scheduled pick up times. We also strive to list items for auction within 2 business days of the completion of our processing and only hold items back for accepted marketing practices to maximize the revenue generation for the NYPD.

7. ***Affirmation***
We have completed Attachment C affirming with respects to debts, contracts or taxes and that we have not been declared not responsible or disqualified by any agency of the City of New York to receive public contracts.

8. **Addenda**
We acknowledge the addenda and have signed the forms.

9. **The Doing Business Data Form**
The form has been filled out and submitted as part of this proposal.

10. **ERSA Requirements**
The company will comply with the ESRA requirements for individuals who do not have access to the internet by maintaining its established processes to comply with this requirement as stated here.

As required by RFP Section IV.B.O, and in accordance with Article I of the NY State Technology Law - Electronic Signatures and Records Act (ESRA), Property Bureau will implement the following procedures to guarantee equal access to all members of the public.

- Property Bureau will staff and maintain one or more places of business in the New York metropolitan area (the **Off-Line Bidding (OLB)** facilities) where prospective bidders may participate without the requirement to use electronic means. One or more auction clerks (employees of Property Bureau) will be available to assist bidders with questions and with placing bids. Customers may view printed listings of items available for auction and may place a bid on auction items through the auction clerk. The OLB office will be open and staffed for a minimum of the last three hours of every auction.

- Property Bureau will bear the entire cost of ESRA compliance, including renting and staffing the OLB facility.

- ESRA bidders will have a bidding opportunity and experience that is at parity with all Internet bidders. Since inception, we have employed a unique and custom-tailored bidding system specifically designed to ensure faimess in bidding. To prevent unfair, last minute bidding just seconds before the auction closing time (called "bid sniping"), we utilize a system called "Bullet-Proof bidding. Any auction bid placed within the last 10 minutes of the closing time automatically extends the auction for another 10 minutes so that all bidders will have a fair chance to make another bid.

- Another feature that provides added convenience for bidders at the OLB facility and on-line is "Proxy bidding." Generally, if a bidder wishes to participate in an auction at the current price level, a bid is placed that is higher than the last price and then the bidder waits to see if someone else out-bids them. With Proxy bidding, bidders don't have to wait at the OLB facility. They simply place a current bid and also indicate the highest amount they are willing to spend on this auction. Our auction system automatically places additional bids, up to the pre-set limit, in response to competing bids. The patrons of the OLB facility no longer need to wait- to successfully win an auction.

Proposed ESRA Access Methodology

- Registration- Off-Line bidders must register with the same information that is currently required of Internet bidders, which includes the establishment of valid credit or a cash deposit prior to bidding on auction items. For security and proper identification, bidders must also present adequate photo identification prior to placing auction bids.

- Auction Listings- A printed listing of auctions closing within the next 5 days will be compiled and available for viewing at the OLB office. The listing will be updated daily and will include the description of the item, the time and date when the auction will close and the current bid for the item at the time the report was printed. In addition, if the bidder wishes, the auction clerk will display the Internet auction listing information and the current high bid of a specific auction on video display screens located throughout the OLB office.

- Those wishing to bid on an auction simply fill out and sign a Bid Form and hand it to one of the auction clerks. The Bid Form identifies the bidder by number, indicates the particular auction desired and the amount of the bid. The auction clerk then enters the bid on behalf of the customer.

- The auction clerk immediately notifies the bidding customer if another bidder surpasses the bid. In an identical manner as with our on-line system, the auction clerk is notified immediately via an email, which identifies both the auction and the specific bidder whose bid has just become a "loosing bid." If the customer wishes to make another bid, a new Bid Form is filled out and handed to the auction clerk. As mentioned above, our "Bullet Proof Bidding" system guarantees that the customer will always at least 10 minutes to decide if another bid should be placed.

- If the customer's bid is the winning bid at the close of the auction, the customer is notified immediately and provided with various pick up, shipping or delivery options.

PROPERTY ROOM.COM

Clients

ID	Name	WarehouseID	City	State	DepartmentType	ContractType	Tier	Route
0	Property Bureau Items Without SKUs	900			Law Enforcement	Old Contract	0	
1	Property Bureau	900	Mission Viejo	CA	Law Enforcement	Old Contract	0	
2	Alameda County Sheriff	900	San Leandro	CA	Law Enforcement	New Contract	1	D
3	LAPD	900	Los Angeles	CA	Law Enforcement	Old Contract	1	A
4	Daly City Police Department	900	Daly City	CA	Law Enforcement	Old Contract	3	D
5	Orange County Sheriff's Department	900	Santa Ana	CA	Law Enforcement	Old Contract	1	C
6	Eureka Police Department	900	Eureka	CA	Law Enforcement	New Contract	2	D
7	Sacramento Sheriff's Department	900	Sacramento	CA	Law Enforcement	New Contract	1	B
8	Sunnyvale Police Department	900	Sunnyvale	CA	Law Enforcement	Old Contract	2	C
9	Garden Grove Police Department	900	Garden Grove	CA	Law Enforcement	Old Contract	2	C
10	Fullerton Police Department	900	Fullerton	CA	Law Enforcement	Old Contract	2	C
11	Oxnard Police Department	900	Oxnard	CA	Law Enforcement	Old Contract	2	A
12	Upland Police Department	900	Upland	CA	Law Enforcement	New Contract	3	A
13	Manhattan Beach Police Department	900	Manhattan Beach	CA	Law Enforcement	Old Contract	3	A
14	Hermosa Beach Police Department	900	Hermosa	CA	Law Enforcement	Old Contract	3	A
15	Palm Springs Police Department	900	Palm Springs	CA	Law Enforcement	Old Contract	3	A
16	San Bernardino Sheriff's Department	900	San Bernardino	CA	Law Enforcement	Old Contract	1	A
17	Placentia Police Department	900	Placentia	CA	Law Enforcement	Old Contract	3	C
18	Glendora Police Department	900	Glendora	CA	Law Enforcement	Old Contract	3	A
19	Azusa Police Department	900	Azusa	CA	Law Enforcement	Old Contract	3	A
20	Lodi Police Department	900	Lodi	CA	Law Enforcement	Old Contract	3	B
21	San Francisco Police Department	900	San Francisco	CA	Law Enforcement	Old Contract	1	D
22	Claremont Police Department	900	Claremont	CA	Law Enforcement	Old Contract	3	A
23	City Of Manhattan Beach	900	Manhattan Beach	CA	Law Enforcement	Old Contract	3	A
24	Tustin Police Department	900	Tustin	CA	Law Enforcement	Old Contract	3	C
25	Humboldt County Sheriff's Department	900	Eureka	CA	Law Enforcement	Old Contract	2	D
26	Brentwood Police Department	900	Brentwood	CA	Law Enforcement	Old Contract	3	D
27	Watsonville Police Department	900	Watsonville	CA	Law Enforcement	Old Contract	3	C
28	Roseville Police Department	900	Roseville	CA	Law Enforcement	Old Contract	3	B
29	Santa Cruz Police Department	900	Santa Cruz	CA	Law Enforcement	Old Contract	2	C
30	San Luis Obispo Sheriff's Department	900	San Luis Obispo	CA	Law Enforcement	Old Contract	2	C
31	University of California San Diego Police	900	La Jolla	CA	Law Enforcement	Old Contract	3	B
32	City of Orange Police Department	900	Orange	CA	Law Enforcement	Old Contract	3	C
33	Redding Police Department	900	Redding	CA	Law Enforcement	Old Contract	4	D
34	Fremont Police Department	900	Fremont	CA	Law Enforcement	Old Contract	2	C
35	Rialto Police Department	900	Rialto	CA	Law Enforcement	Old Contract	4	A
36	Newport Beach Police Department	900	Newport Beach	CA	Law Enforcement	Old Contract	3	C
37	San Francisco County Sheriff Department	900	San Francisco	CA	Law Enforcement	Old Contract	1	D
38	Cypress Police Department	900	Cypress	CA	Law Enforcement	Old Contract	5	C
39	La Habra Police Department	900	La Habra	CA	Law Enforcement	Old Contract	5	C
40	Yuba County Sheriff's Office	900	Marysville	CA	Law Enforcement	Old Contract	5	D
41	West Valley Police Department, UT	900	West Valley City	UT	Law Enforcement	Old Contract	2	D
42	South Salt Lake Police Department, UT	900	South Salt Lake	UT	Law Enforcement	Old Contract	3	D
43	Tooele Police Department	900	Tooele	UT	Law Enforcement	Old Contract	3	D

44	Morro Bay Police Department	900	Morro Bay	CA	Law Enforcement	Old Contract	3	C
45	Savannah - Chatham Metropolitan PD	300	Savannah	GA	Law Enforcement	Old Contract	1	B
46	Kern County Sheriff's Department	900	Bakersfield	CA	Law Enforcement	Old Contract	2	B
47	Cotati Police Department	900	Cotati	CA	Law Enforcement	Old Contract	6	D
48	Town of Ashland Police Department	100	Town of Ashland	MA	Law Enforcement	New Contract	6	B
49	Los Angeles County Sheriff's Dept.	900	Monterey Park	CA	Law Enforcement	Old Contract	1	D
50	Mammoth Lakes Police Dept.	900	Mammoth Lakes	CA	Law Enforcement	Old Contract	3	B
51	Milpitas Police Department	900	Milpitas	CA	Law Enforcement	Old Contract	2	C
52	San Diego Police Dept.	900	San Diego	CA	Law Enforcement	Old Contract	1	B
53	Fountain Valley Police Dept.	900	Fountain Valley	CA	Law Enforcement	Old Contract	5	C
54	Gilroy Police Dept.	900	Gilroy	CA	Law Enforcement	Old Contract	5	C
55	Carlsbad Police Department	900	Carlsbad	CA	Law Enforcement	Old Contract	3	B
56	CSU Monterey Bay Police Department	900	Seaside	CA	Law Enforcement	Old Contract	3	C
57	Dinuba Police Department	900	Dinuba	CA	Law Enforcement	Old Contract	6	B
58	Newark Police Department	900	Newark	CA	Law Enforcement	Old Contract	5	C
59	City of Morgan Hill	900	Morgan Hill	CA	Law Enforcement	Old Contract	6	C
60	City of San Leandro	900	San Leandro	CA	Law Enforcement	Old Contract	3	D
61	Sonoma Police Department	900	Sonoma	CA	Law Enforcement	Old Contract	6	D
62	County of Ventura	900	Ventura	CA	Law Enforcement	Old Contract	1	A
63	City of Pomona	900	Pomona	CA	Law Enforcement	Old Contract	2	A
64	City of Downey	900	Downey	CA	Law Enforcement	Old Contract	3	D
65	Woodland Police Department	900	Woodland	CA	Law Enforcement	Old Contract	5	B
66	City of Montclair	900	Montclair	CA	Law Enforcement	Old Contract	3	A
67	Midvale Police Department	900	Midvale	UT	Law Enforcement	Old Contract	6	D
68	City of St.Louis Sheriff's Department	600	St. Louis	MO	Law Enforcement	Old Contract	1	B
69	Culver City Police Department	900	Culver City	CA	Law Enforcement	Old Contract	4	D
70	City of Fairfield	900	Fairfield	CA	Law Enforcement	Old Contract	4	D
71	City of Corona	900	Corona	CA	Law Enforcement	Old Contract	3	A
72	City of Pasadena	900	Pasadena	CA	Law Enforcement	Old Contract	2	A
73	San Fernando Police Department	900	San Fernando	CA	Law Enforcement	Old Contract	2	D
74	South Pasadena Police Department	900	South Pasadena	CA	Law Enforcement	Old Contract	3	A
75	Los Gatos Police Department	900	Los Gatos	CA	Law Enforcement	Old Contract	6	C
76	City of Oceanside	900	Oceanside	CA	Law Enforcement	Old Contract	3	B
77	Reno Police Department	900	Reno	NV	Law Enforcement	Old Contract	2	B
78	Oakland Police Department	900	Oakland	CA	Law Enforcement	Old Contract	1	D
79	City of Vernon	900	Vernon	CA	Law Enforcement	Old Contract	5	A
80	Half Moon Bay Police Department	900	Half Moon Bay	CA	Law Enforcement	Old Contract	6	C
81	Mercer Island Police Department	902	Mercer Island	WA	Law Enforcement	Old Contract	6	A
82	Riverside County - South West	900	Riverside	CA	Law Enforcement	Old Contract	1	A
83	King County Sheriff's Department	902	Seattle	WA	Law Enforcement	Old Contract	1	A
84	Hercules Police Department	900	Hercules	CA	Law Enforcement	Old Contract	5	D
85	CSULB Police Department	900	Long Beach	CA	Law Enforcement	Old Contract	5	D
86	Contra Costa County Sheriff's Department	900	Concord	CA	Law Enforcement	Old Contract	2	D
87	Sutter County Sheriff's Department	900	Yuba City	CA	Law Enforcement	Old Contract	4	D
88	Butte County Sheriff's Office	900	Oroville	CA	Law Enforcement	Old Contract	5	D
89	Framingham Police Department	100	Framingham	MA	Law Enforcement	Old Contract	4	B
90	Daryold Allen	900	City of Industry	CA	Law Enforcement	Old Contract	0	
91	Daryold Allen	900	City of Industry	CA	Law Enforcement	Old Contract	0	
92	Daryold Allen	900	City of Industry	CA	Law Enforcement	Old Contract	0	
93	Hollister Police Department	900	Hollister	CA	Law Enforcement	Old Contract	5	C
94	Santa Cruz County Sheriff's Department	900	Santa Cruz	CA	Law Enforcement	Old Contract	1	C
95	Anaheim Police Department	900	Anaheim	CA	Law Enforcement	Old Contract	2	C
96	Santa Ana Police Department	900	Santa Ana	CA	Law Enforcement	Old Contract	2	C
97	La Verne Police Department	900	La Verne	CA	Law Enforcement	Old Contract	5	A
98	Pierce County Sheriff	902	Tacoma	WA	Law Enforcement	Old Contract	2	B
99	Tulsa Police Department	300	Tulsa	OK	Law Enforcement	Old Contract	1	A

100	NYPD	100	NYC	NY	Law Enforcement	New Contract	1	D
101	Marin County Sheriff's	900	San Rafael	CA	Law Enforcement	Old Contract	4	D
102	Cerritos College Police Department	900	Cerritos	CA	Law Enforcement	Old Contract	6	C
103	Tampa Police Department	300	Tampa	FL	Law Enforcement	Old Contract	1	D
104	Mountain View Police Department	900	Mountain View	CA	Law Enforcement	Old Contract	5	C
105	Modesto Police Department	900	Modesto	CA	Law Enforcement	Old Contract	3	B
106	Paradise Police Department	900	Paradise	CA	Law Enforcement	Old Contract	6	D
107	Broward County Sheriff's Department	300	Ft. Lauderdale	FL	Law Enforcement	Old Contract	1	D
108	Desert Hot Springs Police Department	900	Desert Hot Springs	CA	Law Enforcement	Old Contract	6	A
109	Vallejo Police Department	900	Vallejo	CA	Law Enforcement	Old Contract	3	D
110	West Bryson	901		CA	Liquidator	West Bryson	0	
111	Santa Maria Police Department	900	Santa Maria	CA	Law Enforcement	Old Contract	5	C
112	City of Clyde Hill	902	Clyde Hill	WA	Law Enforcement	Old Contract	6	A
113	Montrose County Sheriff's	900	Montose	CO	Law Enforcement	Old Contract	5	C
114	Collier County Sheriff's	300	Naples	FL	Law Enforcement	Old Contract	3	D
115	Maywood Police Department	900	Maywood	CA	Law Enforcement	Old Contract	6	A
116	Monroe Police Department	902	Monroe	WA	Law Enforcement	New Contract	6	A
117	Hollywood CPR	900		CA	Law Enforcement	9500 Customers	0	
118	Alameda Police Department	900	Alameda	CA	Law Enforcement	Old Contract	4	D
119	Marysville Police Department	900	Marysville	CA	Law Enforcement	New Contract	6	D
120	Huntington Park Police Department	900	Huntington Park	CA	Law Enforcement	New Contract	5	A
121	Lake Stevens Police Department	902	Lake Stevens	WA	Law Enforcement	New Contract	6	A
122	Dillon Police Department	900	Dillon	CO	Law Enforcement	New Contract	6	C
123	St. Charles Parrish Sheriff's	300	Hahnville	LA	Law Enforcement	New Contract	3	A
124	West Bryson	901		CA	Liquidator	West Bryson	0	
125	Vacaville Police Department	900	Vacaville	CA	Law Enforcement	New Contract	4	D
126	St. Petersburg Police Department	300	St. Petersburg	FL	Law Enforcement	New Contract	2	D
127	Arcata Police Department	900	Arcata	CA	Law Enforcement	New Contract	5	D
128	Mill Creek Police Department	902	Mill Creek	WA	Law Enforcement	New Contract	6	A
129	Ukiah Police Department	900	Ukiah	CA	Law Enforcement	New Contract	6	D
130	Trinity County Sheriff's Office	900	Weaverville	CA	Law Enforcement	New Contract	6	D
131	Renton Police Department	902	Renton	WA	Law Enforcement	New Contract	4	A
132	Santa Monica Police Department	900	Santa Monica	CA	Law Enforcement	New Contract	3	A
133	South Jordan Police Department	900	South Jordan	UT	Law Enforcement	New Contract	6	D
134	Atascadero Police Department	900	Atascadero	CA	Law Enforcement	New Contract	6	C
135	Piedmont Police Department	900	Piedmont	CA	Law Enforcement	New Contract	6	D
136	Paso Robles Police Department	900	Paso Robles	CA	Law Enforcement	New Contract	6	C
137	Port Angeles Police Department	902	Port Angeles	WA	Law Enforcement	New Contract	5	B
138	Kirkland Police Department	902	Kirkland	WA	Law Enforcement	Old Contract	5	A
139	Indianapolis Metropolitan Police Dept	600	Indianapolis	IN	Law Enforcement	New Contract	1	A
140	Jacksonville Sheriff's Office	300	Jacksonville	FL	Law Enforcement	Old Contract	1	B
141	City of North Miami Beach	300	North Miami Beach	FL	Law Enforcement	Old Contract	4	D
142	County of Santa Barbara Sheriff's Office	900	Santa Barbara	CA	Law Enforcement	New Contract	4	C
143	Bellevue Police Department	902	Bellevue	WA	Law Enforcement	New Contract	3	A
144	City of Fortuna Police Department	900	Fortuna	CA	Law Enforcement	New Contract	6	D
145	City of Banning	900	Banning	CA	Law Enforcement	Old Contract	6	A
146	Bloomington Police Department	600	Bloomington	IN	Law Enforcement	New Contract	4	A
147	Hillsborough County Sheriff's Office	300	Tampa	FL	Law Enforcement	New Contract	1	D
148	Foster City Police Department	900	Foster City	CA	Law Enforcement	New Contract	5	C
149	Sequim Police Department	902	Sequim	WA	Law Enforcement	New Contract	6	B
150	Santa Clara County Sheriff	900	San Jose	CA	Law Enforcement	New Contract	1	C
151	Burlingame Police Department	900	Burlingame	CA	Law Enforcement	New Contract	5	C
152	City of Novato/Police Department	900	Novato	CA	Law Enforcement	New Contract	5	D
153	Des Moines Police Department	902	Des Moines	WA	Law Enforcement	New Contract	5	A

154	South Miami Police Department	300	South Miami	FL	Law Enforcement	New Contract	6	D
155	Pembroke Pines Police Department	300	Pembroke Pines	FL	Law Enforcement	New Contract	3	D
156	Issaquah Police Department	902	Issaquah	WA	Law Enforcement	New Contract	6	A
157	Irwindale Police Department	900	Irwindale	CA	Law Enforcement	New Contract	4	A
158	St. Lucie County Sheriff's Office	300	Fort Pierce	FL	Law Enforcement	New Contract	3	D
159	Beaumont Police Department	900	Beaumont	CA	Law Enforcement	New Contract	5	A
160	Aberdeen Police Department	902	Aberdeen	WA	Law Enforcement	New Contract	5	B
161	Tehama County Sheriff's Office	900	Red Bluff	CA	Law Enforcement	New Contract	3	D
162	Wellesley Police Department	100	Wellesley	MA	Law Enforcement	New Contract	5	B
163	City of Covina Public Works	900	Covina	CA	Law Enforcement	Old Contract	4	A
164	Melbourne Beach Police Department	300	Melbourne Beach	FL	Law Enforcement	New Contract	6	D
165	City of Lynnwood Police Department	902	Lynnwood	WA	Law Enforcement	New Contract	5	A
166	Chino Police Department	900	Chino	CA	Law Enforcement	New Contract	5	A
167	Town Of Gilbert	900	Gilbert	AZ	Law Enforcement	New Contract	4	A
168	City of Coral Springs	300	Coral Springs	FL	Law Enforcement	New Contract	3	D
169	Newport Police Department	901	Newport	WA	Law Enforcement	Old Contract	6	C
170	Yonkers	100	Yonkers	NY	Law Enforcement	New Contract	2	D
171	Sarpy County Sheriff's Office	600	Papillion	NE	Law Enforcement	Old Contract	4	B
172	Beaumont Texas Police Department	300	Beaumont	TX	Law Enforcement	New Contract	3	A
173	Tiburon Police Department	900	Tiburon	CA	Law Enforcement	New Contract	6	D
174	Tukwila Police Department	902	Tukwila	WA	Law Enforcement	New Contract	5	A
175	City of Brea Police Department	900	Brea	CA	Law Enforcement	New Contract	4	C
176	Glendale Police Department	900	Glendale	CA	Law Enforcement	New Contract	3	A
177	Signal Hill Police Department	900	Signal Hill	CA	Law Enforcement	New Contract	6	A
178	Hawthorne Police Department	900	Hawthorne	CA	Law Enforcement	New Contract	3	A
179	Swampscott Police Department	100	Swampscott	MA	Law Enforcement	New Contract	6	B
180	Marysville Police Department WA	902	Marysville	WA	Law Enforcement	New Contract	5	A
181	Gwinnett County Police	300	Lawrenceville	GA	Law Enforcement	New Contract	2	B
182	Arlington Police Department	902	Arlington	WA	Law Enforcement	New Contract	6	A
183	Brookline Police Department	100	Brookline	MA	Law Enforcement	New Contract	4	B
184	Clallam County Sheriff	902	Port Angeles	WA	Law Enforcement	New Contract	6	B
185	Fresno County Sheriff	900	Fresno	CA	Law Enforcement	New Contract	3	B
186	Bradenton Police Department	300	Bradenton	FL	Law Enforcement	New Contract	4	D
187	Springfield Police Department	600	Springfield	MO	Law Enforcement	New Contract	2	B
188	Port St. Lucie Police Department	300	Port St. Lucie	FL	Law Enforcement	New Contract	3	D
189	Burbank Police Department	900	Burbank	CA	Law Enforcement	New Contract	3	A
190	Edmonds Police Department	902	Edmonds	WA	Law Enforcement	New Contract	5	A
191	Monterey County Sheriff	900	Salinas	CA	Law Enforcement	New Contract	3	C
192	U.N.E.T	900	Hollister	CA	Law Enforcement	New Contract	6	C
193	Ocean City Police Department	100	Town of Ocean City	MD	Law Enforcement	New Contract	4	A
194	Bainbridge Island Police Department	902	Bainbridge Island	WA	Law Enforcement	New Contract	6	B
195	East Hartford Police Department	100	East Hartford	CT	Law Enforcement	New Contract	4	B
196	Fort Lauderdale Police Department	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	2	D
197	Lacey Police Department	902	Lacey	WA	Law Enforcement	New Contract	6	B
198	Susanville Police Department	900	Susanville	CA	Law Enforcement	New Contract	6	D
199	Baker City Police Department	902	Baker City	OR	Law Enforcement	New Contract	6	D
200	Clark County Sheriff	902	Vancouver	WA	Law Enforcement	New Contract	3	C
201	Lakeport Police Department	900	Lakeport	CA	Law Enforcement	New Contract	6	D
202	Woodland Police Department	902	Woodland	WA	Law Enforcement	New Contract	6	C
203	Kelso Police Department	902	Kelso	WA	Law Enforcement	New Contract	6	B
204	Williamstown Police Department	100	Williamstown	MA	Law Enforcement	New Contract	6	B
205	Chubbuck Police Department	902	Chubbuck	ID	Law Enforcement	New Contract	6	D
206	Bartlesville Police Department	300	Bartlesville	OK	Law Enforcement	New Contract	5	A
207	Washington County Sheriff's Office	902	Hillsboro	OR	Law Enforcement	Old Contract	3	C
208	San Diego County Sheriff	900	San Diego	CA	Law Enforcement	New Contract	1	B

209	Honolulu Police Department	900	Honolulu	HI	Law Enforcement	New Contract	1	A
210	Chandler Police Department	900	Chandler	AZ	Law Enforcement	New Contract	3	A
211	Ripon Police Department	900	Ripon	CA	Law Enforcement	New Contract	6	B
212	Plumas County Sheriff	900	Quincy	CA	Law Enforcement	New Contract	5	D
213	Grand County Sheriff	900	Hot Sulphur Springs	CO	Law Enforcement	New Contract	6	C
214	Martin County Sheriff	300	Stuart	FL	Law Enforcement	New Contract	3	D
215	Acton Police Department(6 mos)	100	Acton	MA	Law Enforcement	New Contract	6	B
216	Antioch Police Department	900	Antioch	CA	Law Enforcement	New Contract	4	D
217	Medina Police Department	902	Medina	WA	Law Enforcement	New Contract	6	A
218	Lake Forest Park Police Department	902	Lake Forest Park	WA	Law Enforcement	New Contract	6	A
219	Fort Collins Police Department	900	Fort Collins	CO	Law Enforcement	New Contract	4	C
220	Alameda Housing Authority	900	Alameda	CA	Law Enforcement	New Contract	6	D
221	Mountlake Terrace Police Department	902	Mountlake Terrace	WA	Law Enforcement	New Contract	6	A
222	Cowlitz County Sheriff	902	Kelso	WA	Law Enforcement	New Contract	5	B
223	Seattle Police Department	902	Seattle	WA	Law Enforcement	New Contract	1	A
224	Longview Police Department	902	Longview	WA	Law Enforcement	New Contract	6	B
225	Manteca Police Department	900	Manteca	CA	Law Enforcement	New Contract	5	D
226	Port Arthur Police Department	300	Port Arthur	TX	Law Enforcement	New Contract	4	A
227	Brier Police Department	902	Brier	WA	Law Enforcement	New Contract	6	A
228	San Mateo County	900	Redwood City	CA	Law Enforcement	New Contract	2	C
229	Wenatchee Police Department	902	Wenatchee	WA	Law Enforcement	New Contract	6	D
230	Muskogee Police Department	300	Muskogee	OK	Law Enforcement	New Contract	3	A
231	Do Not Call - Philadelphia PD	100	PHILADELPHIA	PA	Law Enforcement	New Contract	1	C
232	Wauchula Police Department	300	Wauchula	FL	Law Enforcement	New Contract	6	D
233	Campbell Police Department	900	Campbell	CA	Law Enforcement	New Contract	5	C
234	Redwood City Police Department	900	Redwood City	CA	Law Enforcement	New Contract	4	C
235	Pacific Police Department	902	Pacific	WA	Law Enforcement	New Contract	6	B
236	Edgewater Police Department	300	Edgewater	FL	Law Enforcement	New Contract	6	B
237	Port Townsend Police Department	902	Port Townsend	WA	Law Enforcement	New Contract	6	B
238	Broken Arrow Police Department	300	Broken Arrow	OK	Law Enforcement	New Contract	4	A
239	Skagit County	902	Mount Vernon	WA	Law Enforcement	New Contract	4	A
240	Medford Police Department	100	Medford	MA	Law Enforcement	New Contract	4	B
241	Wapato Police Department	902	Wapato	WA	Law Enforcement	New Contract	6	D
242	Torrance Police Department	900	Torrance	CA	Law Enforcement	New Contract	4	A
243	Yakima County Sheriff	902	Yakima	WA	Law Enforcement	New Contract	6	D
244	Black Diamond Police Department	902	Black Diamond	WA	Law Enforcement	New Contract	6	A
245	Benicia Police Department	900	Benicia	CA	Law Enforcement	New Contract	5	D
246	Rocklin Police Department	900	Rocklin	CA	Law Enforcement	New Contract	5	B
247	Hollywood Police Department	300	Hollywood	FL	Law Enforcement	New Contract	3	D
248	Jefferson County Sheriff	300	Port Arthur	TX	Law Enforcement	New Contract	4	A
249	Central Point Police Department	902	Central Point	OR	Law Enforcement	New Contract	6	C
250	Lexington-Fayette County	600	Lexington	KY	Law Enforcement	New Contract	2	A
251	Olympia Police Department	902	Olympia	WA	Law Enforcement	New Contract	5	B
252	Yelm Police Department	902	Yelm	WA	Law Enforcement	New Contract	6	B
253	NORMAN POLICE DEPARTMENT	300	NORMAN	OK	Law Enforcement	New Contract	3	A
254	Allen County - DO NOT CALL	600	Fort Wayne	IN	Law Enforcement	New Contract	3	A
255	Humboldt State University	900	Arcata	CA	Law Enforcement	New Contract	6	D
256	Visalia Police Department	900	Visalia	CA	Law Enforcement	New Contract	5	B
257	Wichita Falls Police Department	300	Wichita Falls	TX	Law Enforcement	New Contract	3	A
258	Williams Police Department	900	Williams	CA	Law Enforcement	New Contract	6	D
259	Tuolumne County Sheriff	900	Sonora	CA	Law Enforcement	New Contract	5	B
260	Federal Way Police Department	902	Federal Way	WA	Law Enforcement	New Contract	4	A
261	Pacific Grove Police Department	900	Pacific Grove	CA	Law Enforcement	New Contract	5	C
262	Sanford Police Department	300	Sanford	FL	Law Enforcement	New Contract	4	B
263	North Bay Village - DO NOT CALL	901	North Bay Village	FL	Law Enforcement	New Contract	6	D
264	Long Beach Police Department	100	Long Beach	NY	Law Enforcement	New Contract	5	D
265	Ellensburg Police Department	902	Ellensburg	WA	Law Enforcement	New Contract	6	D

266	Port Orchard Police Department	902	Port Orchard	WA	Law Enforcement	New Contract	6	B
267	Winston-Salem Police Department	300	Winston-Salem	NC	Law Enforcement	New Contract	2	B
268	Albany Police Department	100	Albany	NY	Law Enforcement	New Contract	4	D
269	Riverside Police Department	900	Riverside	CA	Law Enforcement	New Contract	3	A
270	City of Ventura	900	Ventura	CA	Law Enforcement	New Contract	4	A
271	Bishop Police Department	900	Bishop	CA	Law Enforcement	New Contract	6	B
272	Suisun	900	Suisun City	CA	Law Enforcement	New Contract	6	D
273	Chickasha Police Department	300	Chickasha	OK	Law Enforcement	New Contract	5	A
274	Harborview Medical Center	902	Seattle	WA	Law Enforcement	New Contract	6	A
275	Glencoe Police Department	600	Glencoe	IL	Law Enforcement	New Contract	6	D
276	San Bernardino	900	San Bernardino	CA	Law Enforcement	New Contract	3	A
277	Plantation Police Department	300	Plantation	FL	Law Enforcement	New Contract	3	D
278	Danville Police Department	900	Town Of Danville	CA	Law Enforcement	New Contract	6	D
279	Sumner Police Department	902	Sumner	WA	Law Enforcement	New Contract	6	B
280	Tempe Police Department	900	Tempe	AZ	Law Enforcement	New Contract	3	A
281	High Point Police Department	300	High Point	NC	Law Enforcement	New Contract	3	B
282	Starke Police Department	300	Starke	FL	Law Enforcement	New Contract	6	B
283	CSU San Bernadino	900	San Bernadino	CA	Law Enforcement	New Contract	6	A
284	Monterey Police Department	900	Monterey	CA	Law Enforcement	New Contract	5	C
285	Oroville	900	Oroville	CA	Law Enforcement	New Contract	6	D
286	Miramar Police Department	300	Miramar	FL	Law Enforcement	New Contract	4	D
287	Seminole County Sheriff	300	Sanford	FL	Law Enforcement	New Contract	2	B
288	Atlantic Beach Police Department	300	Atlantic Beach	FL	Law Enforcement	New Contract	6	B
289	Daytona Beach Shores Police Department	300	Daytona Beach Shores	FL	Law Enforcement	New Contract	6	B
290	Altamonte Springs Police Department	300	Altamonte Springs	FL	Law Enforcement	New Contract	5	B
291	Nicholasville Police Department	600	Nicholasville	KY	Law Enforcement	New Contract	5	A
292	Moraga	900	Moraga	CA	Law Enforcement	New Contract	6	D
293	City of Oakley	900	Oakley	CA	Law Enforcement	New Contract	6	D
294	Healdsburg Police Department	900	Healdsburg	CA	Law Enforcement	New Contract	6	D
295	Lake Mary Police Department	300	Lake Mary	FL	Law Enforcement	New Contract	6	B
296	Bremerton Police Department	902	Bremerton	WA	Law Enforcement	New Contract	4	B
297	Cheektowaga Police Department	100	Cheektowaga	NY	Law Enforcement	New Contract	4	D
298	Centralia Police Department	902	Centralia	WA	Law Enforcement	New Contract	6	B
299	Sausalito Police Department	900	Sausalito	CA	Law Enforcement	New Contract	6	D
300	Test Agency	900			Law Enforcement	New Contract	6	
301	Huntington Beach Police Department	900	Huntington Beach	CA	Law Enforcement	New Contract	3	C
302	Arlington County	100	Arlington	VA	Law Enforcement	New Contract	3	A
303	San Ramon Police Department	900	San Ramon	CA	Law Enforcement	New Contract	6	D
304	Algona	902	Algona	WA	Law Enforcement	New Contract	6	B
305	Colton Police Department	900	Colton	CA	Law Enforcement	New Contract	5	A
306	The Children's Safety Village of Central Fl	300	Orlando	FL	Law Enforcement	New Contract	1	B
307	Hallandale Beach - DO NOT CALL	901	Hallandale Beach	FL	Law Enforcement	New Contract	4	D
308	San Benito County	900	Hollister	CA	Law Enforcement	New Contract	5	C
309	San Mateo Police Department	900	San Mateo	CA	Law Enforcement	New Contract	4	C
310	Calvert County Sheriff's Office	100	Prince Frederick	MD	Law Enforcement	New Contract	4	A
311	Bellevue Police Department	600	Bellevue	NE	Law Enforcement	New Contract	5	B
312	Pueblo Police Department	900	Pueblo	CO	Law Enforcement	New Contract	3	C
313	Millbrae Police Department	900	Millbrae	CA	Law Enforcement	New Contract	5	D
314	Ennis TX	300	Ennis	TX	Law Enforcement	New Contract	6	A
315	DuPont	902	DuPont	WA	Law Enforcement	New Contract	6	B
316	Napa Valley College	900	Napa	CA	Law Enforcement	New Contract	6	D
317	Lauderhill Police Department	300	Lauderhill	FL	Law Enforcement	New Contract	5	D
318	Orlando Police Department	300	Orlando	FL	Law Enforcement	New Contract	1	B
319	Anderson Police Department	900	Anderson	CA	Law Enforcement	New Contract	6	D
320	Rochester Police Department	100	Rochester	NY	Law Enforcement	New Contract	2	D
321	Rowan County	300	Salisbury	NC	Law Enforcement	New Contract	5	B
322	Los Altos Police Department	900	Los Altos	CA	Law Enforcement	New Contract	6	C
323	Chelan County	902	Wenatchee	WA	Law Enforcement	New Contract	5	D
324	Burlington	902	Burlington	WA	Law Enforcement	New Contract	6	A
325	Greenfield	900	Greenfield	CA	Law Enforcement	New Contract	6	C

326	Turlock Police Department	900	Turlock	CA	Law Enforcement	New Contract	5	B
327	Salisbury Police Department	300	Salisbury	NC	Law Enforcement	New Contract	5	B
328	Grays Harbor Police Department	902	Montesano	WA	Law Enforcement	New Contract	5	B
329	Seaside Police Department	900	Seaside	CA	Law Enforcement	New Contract	6	C
330	New Rochelle Police Department	100	New Rochelle	NY	Law Enforcement	New Contract	3	D
331	Henderson Police Department	900	Henderson	NV	Law Enforcement	New Contract	3	A
332	Jefferson County	902	Port Hadlock	WA	Law Enforcement	New Contract	6	B
333	Shasta County	900	Redding	CA	Law Enforcement	New Contract	4	D
334	Raleigh Police Department	300	Raleigh	NC	Law Enforcement	New Contract	2	B
335	Snoqualmie	902	Snoqualmie	WA	Law Enforcement	New Contract	6	C
336	Grant County Sheriff	902	Ephrata	WA	Law Enforcement	New Contract	6	D
337	Chehalis Police Department	902	Chehalis	WA	Law Enforcement	New Contract	6	B
338	Baltimore County Police Department	100	Baltimore	MD	Law Enforcement	New Contract	1	A
339	Steilacoom	902	Town of Steilacoom	WA	Law Enforcement	New Contract	6	B
340	Meriden	100	Meriden	CT	Law Enforcement	New Contract	4	B
341	Bellingham Police Department	902	Bellingham	WA	Law Enforcement	New Contract	3	A
342	Redondo Beach Police Department	900	Redondo Beach	CA	Law Enforcement	New Contract	4	A
343	Daytona Beach Police Department	300	Daytona Beach	FL	Law Enforcement	New Contract	3	B
344	Carmel Police Department	900	Carmel	CA	Law Enforcement	New Contract	6	C
345	MTA-Long Island Bus	100	Garden City	NY	Law Enforcement	New Contract	4	D
346	Glenview	600	Glenview	IL	Law Enforcement	New Contract	4	D
347	Vancouver Police Department	902	Vancouver	WA	Law Enforcement	New Contract	3	C
348	Greece Police Department	100	Rochester	NY	Law Enforcement	New Contract	4	D
349	Manatee County Sheriff's Office	300	Bradenton	FL	Law Enforcement	New Contract	3	D
350	Placer County	900	Auburn	CA	Law Enforcement	New Contract	3	B
351	Sand City	900	Sand City	CA	Law Enforcement	New Contract	6	C
352	Murrieta Police Department	900	Murrieta	CA	Law Enforcement	New Contract	6	A
353	Pittsfield Police Department	100	Pittsfield	MA	Law Enforcement	New Contract	4	B
354	East Hampton Police Department	100	Wainscott	NY	Law Enforcement	New Contract	6	D
355	Temple Terrace Police Department	300	Temple Terrace	FL	Law Enforcement	New Contract	5	D
356	Red Bluff Police Department	900	Red Bluff	CA	Law Enforcement	New Contract	5	D
357	Solano County	900	Fairfield	CA	Law Enforcement	New Contract	6	D
358	City of Lompoc	900	Lompoc	CA	Law Enforcement	New Contract	5	C
359	Freeport Police Department	100	Village of Freeport	NY	Law Enforcement	New Contract	3	D
360	Kansas City MO	600	Kansas City	MO	Law Enforcement	New Contract	1	B
361	Lincoln Police Department	600	Lincoln	NE	Law Enforcement	New Contract	3	B
362	Iredell Police Department	300	Statesville	NC	Law Enforcement	New Contract	4	B
363	Lancaster Police Department	100	Lancaster	NY	Law Enforcement	New Contract	5	D
364	Richland Police Department	902	Richland	WA	Law Enforcement	New Contract	5	D
365	Walden Police Department	100	Village of Walden	NY	Law Enforcement	New Contract	6	D
366	Lynbrook	100	Lynbrook	NY	Law Enforcement	New Contract	4	D
367	York County	300	York	SC	Law Enforcement	New Contract	3	B
368	Yakima Police Department	902	Yakima	WA	Law Enforcement	New Contract	3	D
369	Fayetteville Police Department	300	Fayetteville	NC	Law Enforcement	New Contract	3	B
370	Ephrata Police Department	902	Ephrata	WA	Law Enforcement	New Contract	6	D
371	Boynton Beach Police Department	300	Boynton Beach	FL	Law Enforcement	New Contract	4	D
372	Burr Ridge	600	Burr Ridge	IL	Law Enforcement	New Contract	5	D
373	Irondequoit Police Department	100	Irondequoit	NY	Law Enforcement	New Contract	4	D
374	Deschutes County	902	Bend	OR	Law Enforcement	New Contract	4	C
375	Weatherford	300	Weatherford	OK	Law Enforcement	New Contract	5	A
376	Doraville Police Department	300	Doraville	GA	Law Enforcement	New Contract	4	B
377	Mount Vernon Police Department	902	Mount Vernon	WA	Law Enforcement	New Contract	5	A
378	Bend Police Department	902	Bend	OR	Law Enforcement	Old Contract	4	C
379	Belmont Police Deparment	100	Belmont	MA	Law Enforcement	New Contract	4	B
379	Belmont Police Deparment	100	Belmont	MA	Law Enforcement	New Contract	4	B
380	Heath Police Department	300	Heath	TX	Law Enforcement	New Contract	6	A
381	Frederick Police Department	100	Frederick	MD	Law Enforcement	New Contract	3	A
382	El Monte Police Department	900	El Monte	CA	Law Enforcement	New Contract	3	A
383	University of Washington Medical Center	902	Seattle	WA	Law Enforcement	New Contract	6	A

384	San Gabriel Police Department	900	San Gabriel	CA	Law Enforcement	New Contract	4	A
385	Dedham	100	Dedham	MA	Law Enforcement	New Contract	4	B
386	Wilmington Police Department	300	Wilmington	NC	Law Enforcement	New Contract	3	B
387	University of Colorado	900	Aurora	CO	Law Enforcement	New Contract	6	C
388	Sleepy Hollow	100	Sleepy Hollow	NY	Law Enforcement	New Contract	6	D
389	San Joaquin County	900	French Camp	CA	Law Enforcement	New Contract	3	B
390	Lincolnwood	600	Lincolnwood	IL	Law Enforcement	New Contract	5	D
391	Pittsburg Police Department	900	Pittsburg	CA	Law Enforcement	New Contract	5	D
392	Everett MA	100	Everett	MA	Law Enforcement	New Contract	4	B
393	Cincinnati Police Department	600	Cincinnati	OH	Law Enforcement	New Contract	1	A
394	Palm Bay Police Athletic League	300	Palm Bay	FL	Law Enforcement	New Contract	3	D
395	San Bruno Police Department	900	San Bruno	CA	Law Enforcement	New Contract	4	C
396	Truckee Police Department	900	Truckee	CA	Law Enforcement	New Contract	6	D
397	Sonora Police Department	900	Sonora	CA	Law Enforcement	New Contract	6	B
398	Westfield Police Department	600	Westfield	IN	Law Enforcement	New Contract	6	A
399	Redmond Police Department	902	Redmond	OR	Law Enforcement	New Contract	5	C
400	Lawrence Police Department	600	Lawrence	IN	Law Enforcement	New Contract	1	A
401	Fort Wayne Police Department	600	Fort Wayne	IN	Law Enforcement	New Contract	3	A
402	Bibb County	300	Macon	GA	Law Enforcement	New Contract	3	B
403	Southold Police Department	100	Peconic	NY	Law Enforcement	New Contract	5	D
404	Melbourne Village Police Department	300	Melbourne Village	FL	Law Enforcement	New Contract	6	D
405	Lakewood Police Department	902	Lakewood	WA	Law Enforcement	New Contract	4	B
406	The City of Boston, MA.	100	Hyde Park	MA	Law Enforcement	New Contract	1	B
407	Apopka Police Department	300	Apopka	FL	Law Enforcement	New Contract	4	B
408	Pinellas County	300	Largo	FL	Law Enforcement	New Contract	1	D
409	New London Police Department	100	New London	CT	Law Enforcement	New Contract	4	B
410	St. Bernard Police Department	600	St. Bernard	OH	Law Enforcement	New Contract	6	A
411	Grand Island	600	Grand Island	NE	Law Enforcement	New Contract	4	B
412	Village of East Hampton	100	East Hampton	NY	Law Enforcement	New Contract	6	D
413	Flint Police Department	600	Flint	MI	Law Enforcement	New Contract	3	A
415	Orting Police Department	902	Orting	WA	Law Enforcement	New Contract	6	B
416	Aspen	900	Aspen	CO	Law Enforcement	New Contract	5	C
417	Adams Police Department	100	Adams	MA	Law Enforcement	New Contract	6	B
418	West Chicago	600	West Chicago	IL	Law Enforcement	New Contract	4	D
419	Inyo County	900	Bishop	CA	Law Enforcement	New Contract	4	B
420	Warrenville	600	Warrenville	IL	Law Enforcement	New Contract	6	D
421	Addison	600	Addison	IL	Law Enforcement	New Contract	4	D
422	City of Anacortes	902	Anacortes	WA	Law Enforcement	New Contract	6	A
423	Town of Marblehead Police Department	100	Marblehead	MA	Law Enforcement	New Contract	6	B
424	Durham County	300	Durham	NC	Law Enforcement	New Contract	3	B
425	Palos Verdes Estates Police Department	900	Palos Verdes Estates	CA	Law Enforcement	New Contract	5	A
426	Loveland Police Department	900	Loveland	CO	Law Enforcement	New Contract	3	C
427	Maple Grove Police Department	600	Maple Grove	MN	Law Enforcement	New Contract	4	C
428	Clay County Sheriff's Department	600	Liberty	MO	Law Enforcement	New Contract	4	B
429	Town of Hadley Police Department	100	Hadley	MA	Law Enforcement	New Contract	6	B
430	CSU East Bay Hayward	900	Hayward	CA	Law Enforcement	New Contract	6	D
431	Lakewood Police Department	100	Lakewood	NJ	Law Enforcement	New Contract	4	A
432	Pismo Beach Police Department	900	Pismo Beach	CA	Law Enforcement	New Contract	6	C
433	Port of Seattle	902	Seattle	WA	Law Enforcement	New Contract	4	A
434	Allentown Police Department	100	Allentown	PA	Law Enforcement	New Contract	3	C
435	Meadow Place Police Department	300	Meadows Place	TX	Law Enforcement	New Contract	6	A
436	Town of Gates Police Department	100	Rochester	NY	Law Enforcement	New Contract	5	D
437	Munster Police Department	600	Munster	IN	Law Enforcement	New Contract	5	A
438	Santa Rosa Police Department	900	Santa Rosa	CA	Law Enforcement	New Contract	3	D
439	Wheeling	600	Wheeling	IL	Law Enforcement	New Contract	4	D
440	Moses Lake Police Department	902	Moses Lake	WA	Law Enforcement	New Contract	6	D
441	Brunswick Police Department	300	Brunswick	GA	Law Enforcement	New Contract	3	B
442	Quincy Police Department	100	Quincy	MA	Law Enforcement	New Contract	3	B
443	Shawnee County Sheriffs Office	600	Topeka	KS	Law Enforcement	New Contract	3	B

444	Waltham Police Department	100	Waltham	MA	Law Enforcement	New Contract	4	B
446	Sarasota County Sheriff's Office	300	Sarasota	FL	Law Enforcement	New Contract	2	D
447	Wheeling Park District	600	Wheeling	IL	Law Enforcement	New Contract	6	D
448	Gridley-Biggs	900	Gridley	CA	Law Enforcement	New Contract	6	D
449	Whatcom County Sheriffs Office	902	Bellingham	WA	Law Enforcement	New Contract	4	A
450	Auburn	902	Auburn	WA	Law Enforcement	New Contract	3	A
451	Wichita County Sheriff	300	Wichita Falls	TX	Law Enforcement	New Contract	5	A
452	Jefferson Parish	300	Harvey	LA	Law Enforcement	New Contract	1	A
453	Carver Police Department	100	Carver	MA	Law Enforcement	New Contract	6	B
454	Hayward Police Department	900	Hayward	CA	Law Enforcement	New Contract	3	D
455	Alhambra Police Department	900	Alhambra	CA	Law Enforcement	New Contract	4	A
456	Grants Pass Police Department	902	Grants Pass	OR	Law Enforcement	New Contract	5	C
457	Village of Skokie	600	Skokie	IL	Law Enforcement	New Contract	3	D
458	Enumclaw Police Department	902	Enumclaw	WA	Law Enforcement	New Contract	6	B
459	Town of New Windsor PD	100	New Windsor	NY	Law Enforcement	New Contract	5	D
460	Bountiful Police Department	900	Bountiful	UT	Law Enforcement	New Contract	5	D
461	Junction City Police Department	600	Junction City	KS	Law Enforcement	New Contract	5	B
462	Bloomfield Police Department	900	Bloomfield	NM	Law Enforcement	New Contract	6	C
463	St. Johns County Sheriffs Office	300	St. Augustine	FL	Law Enforcement	New Contract	3	B
464	River Forest Police Department	600	River Forest	IL	Law Enforcement	New Contract	5	D
465	Buffalo Grove	600	Buffalo Grove	IL	Law Enforcement	New Contract	4	D
466	New Haven Police Department	600	Village of New Haven	MI	Law Enforcement	New Contract	6	A
467	Colorado Springs	900	Colorado Springs	CO	Law Enforcement	New Contract	2	C
468	Lawrenceville Police Department	300	Lawrenceville	GA	Law Enforcement	New Contract	4	B
469	Lakeside Police Department	900	Lakeside	CO	Law Enforcement	New Contract	6	C
470	Ridgewood Police Department	100	Ridgewood	NJ	Law Enforcement	New Contract	5	A
471	Lighthouse Point Police Dept.	300	Lighthouse Point	FL	Law Enforcement	New Contract	5	D
472	Othello Police Department	902	Othello	WA	Law Enforcement	New Contract	6	D
473	Whitman County Sheriffs Office	902	Colfax	WA	Law Enforcement	New Contract	6	D
474	Hutchinson Police Department	600	Hutchinson	KS	Law Enforcement	New Contract	4	B
475	Winter Garden Police Department	300	Winter Garden	FL	Law Enforcement	New Contract	4	D
476	Lake County Sheriff	900	Lakeport	CA	Law Enforcement	New Contract	5	D
477	Travelers Rest Police Department	300	Travelers Rest	SC	Law Enforcement	New Contract	6	B
478	Woodbury Police Department	600	Woodbury	MN	Law Enforcement	New Contract	5	C
479	Poulsbo PD	902	Poulsbo	WA	Law Enforcement	New Contract	6	B
480	Dodge City Police Department	600	Dodge City	KS	Law Enforcement	New Contract	5	B
481	Terre Haute Police Department	600	Terre Haute	IN	Law Enforcement	New Contract	3	A
482	Bedford Police Department	100	Bedford	MA	Law Enforcement	New Contract	5	B
483	Randolph Police Department	100	Randolph	MA	Law Enforcement	New Contract	4	B
484	Skamania County Sheriffs Office	902	Stevenson	WA	Law Enforcement	New Contract	6	C
485	Salina Police Department	600	Salina	KS	Law Enforcement	New Contract	3	B
486	Brooklyn Park Police Department	600	Brooklyn Park	MN	Law Enforcement	New Contract	4	C
487	Delaware Police Department	600	Delaware	OH	Law Enforcement	New Contract	5	A
488	Albuquerque Police Department	900	Albuquerque	NM	Law Enforcement	New Contract	2	A
489	Cumberland	600	Cumberland	IN	Law Enforcement	New Contract	6	A
490	Davis Police Department	900	Davis	CA	Law Enforcement	New Contract	5	B
491	Nevada County	900	Nevada City	CA	Law Enforcement	New Contract	4	B
492	Town of Carrboro	300	Carrboro	NC	Law Enforcement	New Contract	5	B
493	Brown Deer Police Department	600	Brown Deer	WI	Law Enforcement	New Contract	5	C
494	East Peoria Police Department	600	East Peoria	IL	Law Enforcement	New Contract	5	D
495	Aurora Police Department	600	Aurora	MO	Law Enforcement	New Contract	6	B
496	Gloucester Police Department	100	Gloucester	MA	Law Enforcement	New Contract	4	B
497	Brunswick Fire Department	100	Brunswick	ME	Law Enforcement	New Contract	5	C
498	Franklin Police Department	600	Franklin	WI	Law Enforcement	New Contract	5	C
499	Kalama Police Department	902	Kalama	WA	Law Enforcement	New Contract	6	C

500	Kansas City Police Department	600	Kansas City	KS	Law Enforcement	New Contract	4	B
501	Village of Mamaroneck Police Department	100	Mamaroneck Village	NY	Law Enforcement	New Contract	4	D
502	San Angelo Police Department	300	San Angelo	TX	Law Enforcement	New Contract	3	A
503	Brunswick Police Department	100	Brunswick	ME	Law Enforcement	New Contract	4	C
504	Frederick County	100	Frederick	MD	Law Enforcement	New Contract	3	A
505	Pacific County Sheriffs Office	902	South Bend	WA	Law Enforcement	New Contract	6	B
506	Westford Police Department	100	Westford	MA	Law Enforcement	New Contract	5	B
507	La Grande Police Department	902	La Grande	OR	Law Enforcement	New Contract	5	D
508	Shelton Police Department	902	Shelton	WA	Law Enforcement	New Contract	6	B
509	Elma Police Department	902	Elma	WA	Law Enforcement	New Contract	6	B
510	Leawood Police Department	600	Leawood	KS	Law Enforcement	New Contract	4	B
511	Rochester Police Department	600	Rochester	MN	Law Enforcement	New Contract	3	C
512	Middleton Police Deparment	600	Middleton	WI	Law Enforcement	New Contract	5	C
513	Green River Police Department	900	Green River	WY	Law Enforcement	New Contract	5	D
514	Kent Police Department	902	Kent	WA	Law Enforcement	New Contract	3	A
515	City of Poughkeepsie Police Department	100	City of Poughkeepsie	NY	Law Enforcement	New Contract	3	D
516	Reading Police Department	100	Reading	PA	Law Enforcement	New Contract	3	C
517	KITTCOM	902	Ellensburg	WA	Law Enforcement	New Contract	6	D
518	Castle Rock	902	Castle Rock	WA	Law Enforcement	New Contract	6	B
519	Tewksbury Police Department	100	Tewksbury	MA	Law Enforcement	New Contract	4	B
520	Town of Chapel Hill	300	Chapel Hill	NC	Law Enforcement	New Contract	3	B
521	Warrenton Police Department	902	Warrenton	OR	Law Enforcement	New Contract	6	B
522	City of Orem Department of Public Safety	900	Orem	UT	Law Enforcement	New Contract	4	D
523	North Palm Beach Department of Public Sfty	300	North Palm Beach	FL	Law Enforcement	New Contract	5	D
524	Eau Claire Police Department	600	Eau Claire	WI	Law Enforcement	New Contract	3	C
525	Pleasant Hill Police Department	900	Pleasant Hill	CA	Law Enforcement	New Contract	5	D
526	Sherwood Police Department	902	Sherwood	OR	Law Enforcement	New Contract	6	C
527	Cherry Hills Police Department	900	Cherry Hills Village	CO	Law Enforcement	New Contract	5	C
528	Beachwood	100	Beachwood	OH	Law Enforcement	New Contract	5	C
529	Wichita Police Department	600	Wichita	KS	Law Enforcement	New Contract	2	B
530	New Port Richey Police Department	300	New Port Richey	FL	Law Enforcement	New Contract	5	D
531	Northern Virginia Criminal Justice Training	100	Ashburn	VA	Law Enforcement	New Contract	5	A
532	Orford Police Department	100	Orford	NH	Law Enforcement	New Contract	6	C
533	Forest Grove	902	Forest Grove	OR	Law Enforcement	New Contract	5	C
534	St. Louis Park Police Department	600	St. Louis Park	MN	Law Enforcement	New Contract	4	C
535	Clearwater County Sheriffs Department	902	Orofino	ID	Law Enforcement	New Contract	3	D
536	La Vista Police Department	600	La Vista	NE	Law Enforcement	New Contract	5	B
537	Rock Springs Police Department	900	Rock Springs	WY	Law Enforcement	New Contract	4	D
538	Apex Police Department	300	Apex	NC	Law Enforcement	New Contract	4	B
539	City of Carrollton	300	Carrolton	TX	Law Enforcement	New Contract	3	A
540	Warden Police Department	902	Warden	WA	Law Enforcement	New Contract	6	D
541	Christian County Sheriff's Department	600	Ozark	MO	Law Enforcement	New Contract	6	B
542	Cornwall on Hudson Police Department	100	Cornwall on Hudson	NY	Law Enforcement	New Contract	6	D
543	Cobb County Police Department	300	Marietta	GA	Law Enforcement	New Contract	2	B
544	Park Ridge Police Department	600	Park Ridge	IL	Law Enforcement	New Contract	4	D
545	Lynden Police Department	902	Lynden	WA	Law Enforcement	New Contract	6	A
546	Bridgewater PD	100	Bridgewater	MA	Law Enforcement	New Contract	5	B
547	Des Plaines Police Department	600	Des Plaines	IL	Law Enforcement	New Contract	3	D
548	Little Rock Police Department	300	Little Rock	AR	Law Enforcement	New Contract	1	A
549	Worcester County Sheriff	100	Snow Hill	MD	Law Enforcement	New Contract	5	A
550	Cathedral City Police Department	900	Cathedral City	CA	Law Enforcement	New Contract	5	A
551	Canon City Police Department	900	Canon City	CO	Law Enforcement	New Contract	5	C
552	Chelmsford Police Department	100	Chelmsford	MA	Law Enforcement	New Contract	4	B
553	City of Appleton	600	Appleton	WI	Law Enforcement	New Contract	3	C
554	Seaside Police Department	902	Seaside	OR	Law Enforcement	New Contract	6	B

555	Washington Police Department	100	Washington	NH	Law Enforcement	New Contract	6	C
556	Winter Springs Police Department	300	Winter Springs	FL	Law Enforcement	New Contract	4	B
557	City of West Bend	600	West Bend	WI	Law Enforcement	New Contract	4	C
558	City of Richfield Police Department	600	Richfield	MN	Law Enforcement	New Contract	5	C
559	Hartford Police Department	100	Hartford	CT	Law Enforcement	New Contract	2	B
560	Battle Ground Police Department	902	Battle Ground	WA	Law Enforcement	New Contract	6	C
561	Toledo Police Department	600	Toledo	OH	Law Enforcement	New Contract	2	A
562	Willimantic Police Department	100	Willimantic	CT	Law Enforcement	New Contract	5	B
563	Arlington Heights Police Department	600	Village of Arlington Heights	IL	Law Enforcement	New Contract	3	D
564	Johnstown Police Department	100	Johnstown	PA	Law Enforcement	New Contract	4	C
565	Geary County Sheriff's Department	600	Junction City	KS	Law Enforcement	New Contract	5	B
566	Elizabethtown Police Department	100	Elizabeth	PA	Law Enforcement	New Contract	5	C
567	City of Bethlehem	100	Bethlehem	PA	Law Enforcement	New Contract	3	C
568	Montgomery County Sheriff's Office	300	Montgomery	AL	Law Enforcement	New Contract	3	A
569	Glendale Police Department	900	Glendale	CO	Law Enforcement	New Contract	5	C
570	Swansea Police Department	100	Swansea	MA	Law Enforcement	New Contract	5	B
571	Asotin County Sheriff's Office	902	Asotin	WA	Law Enforcement	New Contract	6	D
572	The Village of Spring Valley Police Departm	100	Spring Valley	NY	Law Enforcement	New Contract	4	D
573	Salinas Police Department	900	Salinas	CA	Law Enforcement	New Contract	3	C
574	Seekonk Police Department	100	Seekonk	MA	Law Enforcement	New Contract	5	B
575	Catawba County Sheriff	300	Newton	NC	Law Enforcement	New Contract	3	B
576	Pocatello Police Department	902	Pocatello	ID	Law Enforcement	New Contract	3	D
577	Massachusetts Institute of Technology	100	Cambridge	MA	Law Enforcement	New Contract	4	B
578	Herkimer Police Department	100	Herkimer	NY	Law Enforcement	New Contract	6	D
579	Merrillville Police Department	600	Merrillville	IN	Law Enforcement	New Contract	4	A
580	Burbank	600	Burbank	IL	Law Enforcement	New Contract	5	D
581	Town of Exeter	100	Exeter	NH	Law Enforcement	New Contract	5	C
582	Tuscaloosa County Sheriff	300	Tuscaloosa	AL	Law Enforcement	New Contract	4	A
583	McFarland Police Department	600	McFarland	WI	Law Enforcement	New Contract	6	C
584	Twin Cities	900	Larkspur	CA	Law Enforcement	New Contract	5	D
585	Asheville Police Department	300	Asheville	NC	Law Enforcement	New Contract	3	B
586	Stillwater Police Department	300	Stillwater	OK	Law Enforcement	New Contract	4	A
587	North Salt Lake Police Department	900	N. Salt Lake	UT	Law Enforcement	New Contract	6	D
588	Raymond Police Department	902	Raymond	WA	Law Enforcement	New Contract	6	B
589	Cleveland County Sheriff's Department	300	Norman	OK	Law Enforcement	New Contract	4	A
590	Long Beach Police Department	900	Long Beach	CA	Law Enforcement	New Contract	1	D
591	Grand Chute Police Department	600	Appleton	WI	Law Enforcement	New Contract	3	C
592	Merriam Police Department	600	Merriam	KS	Law Enforcement	New Contract	5	B
593	Ridgefield Police Department	902	Ridgefield	WA	Law Enforcement	New Contract	6	C
594	South Euclid	100	South Euclid	OH	Law Enforcement	New Contract	5	C
595	Morehead City Police Department	300	Morhead City	NC	Law Enforcement	New Contract	5	B
596	Rochester Police Department	100	Rochester	MA	Law Enforcement	New Contract	5	B
597	Township of Marple Police Department	100	Broomall	PA	Law Enforcement	New Contract	5	C
598	Avon	100	Avon	OH	Law Enforcement	New Contract	6	C
599	Madison Heights Police Department	600	Madison Heights	MI	Law Enforcement	Old Contract	4	A
600	Bushkill Township Police Department	100	Nazareth	PA	Law Enforcement	New Contract	6	C
601	Nassau County Sheriff's Office	300	Yulee	FL	Law Enforcement	New Contract	3	B
602	Sheboygan Police Department	600	Sheboygan	WI	Law Enforcement	New Contract	4	C
603	Wilton Manors Police Department	300	Wilton Manors	FL	Law Enforcement	New Contract	5	D
604	Westchester Police Department	600	Westchester	IL	Law Enforcement	New Contract	5	D
605	Oviedo Police Department	300	Oviedo	FL	Law Enforcement	New Contract	5	B
606	Pembroke Police Department	100	Pembroke	MA	Law Enforcement	New Contract	5	B

607	Clinton Police Department	100	Clinton	MA	Law Enforcement	New Contract	5	B
608	Hickory Police Department	300	Hickory	NC	Law Enforcement	New Contract	3	B
609	St. Louis Metropolitan Police Department	600	St. Louis	MO	Law Enforcement	New Contract	1	B
610	Allen Park Police Department	600	Allen Park	MI	Law Enforcement	New Contract	4	A
611	Crystal Lake Police Department	600	Crystal Lake	IL	Law Enforcement	New Contract	4	D
612	Sharon Police Department	100	Sharon	MA	Law Enforcement	New Contract	5	B
613	Sarasota Police Department	300	Sarasota	FL	Law Enforcement	New Contract	3	D
614	Ontario Police Department	900	Ontario	CA	Law Enforcement	New Contract	3	A
615	Ferndale Police Department	902	Ferndale	WA	Law Enforcement	New Contract	6	A
616	Lower Providence Police Department	100	Eagleville	PA	Law Enforcement	New Contract	5	C
617	Rio Rancho Department of Public Safety	900	Rio Rancho	NM	Law Enforcement	New Contract	3	A
618	Yolo County	900	Woodland	CA	Law Enforcement	New Contract	5	B
619	City of Richmond Police Department	300	Richmond	TX	Law Enforcement	New Contract	5	A
620	Jacksonville Beach Police Department	300	Jacksonville Beach	FL	Law Enforcement	New Contract	4	B
621	Fairfield Police Department	600	Fairfield	OH	Law Enforcement	New Contract	4	A
622	West Allis Police Department	600	West Allis	WI	Law Enforcement	New Contract	3	C
623	Lynchburg Police Department	100	Lynchburg	VA	Law Enforcement	New Contract	3	A
624	Lincoln County Sheriff's Office	902	Davenport	WA	Law Enforcement	New Contract	6	D
625	Meridian Police Department	600	Meridian	MI	Law Enforcement	New Contract	5	A
626	Tooele County Sheriff's Office	900	Tooele	UT	Law Enforcement	New Contract	4	D
627	Costa Mesa Police Department	900	Costa Mesa	CA	Law Enforcement	New Contract	3	C
628	Statesville Police Department	300	Statesville	NC	Law Enforcement	New Contract	4	B
629	DeSoto Police Department	300	DeSoto	TX	Law Enforcement	New Contract	4	A
630	Carol Stream Police Department	600	Carol Stream	IL	Law Enforcement	New Contract	4	D
631	Town of Morristown Police Department	100	Morristown	VT	Law Enforcement	Old Contract	6	C
632	Liberal Police Department	600	Liberal	KS	Law Enforcement	New Contract	5	B
633	Town of Webster Police Department	100	Webster	NY	Law Enforcement	Old Contract	5	D
634	Town of Estes Park Police Department	900	Estes Park	CO	Law Enforcement	Old Contract	6	C
635	Stanislaus County Sheriff's Department	900	Modesto	CA	Law Enforcement	Old Contract	3	B
636	Lee County Sheriff's Office	300	Opelika	AL	Law Enforcement	Old Contract	4	A
637	Utah County Sheriff's Department	900	Spanish Fork	UT	Law Enforcement	Old Contract	3	D
638	Saukville Police Department	600	Saukville	WI	Law Enforcement	Old Contract	6	C
639	Northumberland Police Department	100	Northumberland	NH	Law Enforcement	Old Contract	6	C
640	New Berlin Police Department	600	New Berlin	WI	Law Enforcement	Old Contract	3	C
641	Duncanville Police Department	300	Duncanville	TX	Law Enforcement	New Contract	4	A
642	Breckenridge Police Department	900	Breckenridge	CO	Law Enforcement	Old Contract	5	C
643	Montebello Police Department	900	Montebello	CA	Law Enforcement	Old Contract	3	A
644	South San Francisco Police Department	900	South San Francisco	CA	Law Enforcement	Old Contract	4	D
645	Jessamine County Sheriff's Office	600	Nicholasville	KY	Law Enforcement	Old Contract	6	A
646	Alpena Department of Public Safety	600	Alpena	MI	Law Enforcement	Old Contract	6	A
647	Ormond Beach Police Department	300	Ormond Beach	FL	Law Enforcement	New Contract	4	B
648	Colonie Police Department	100	Latham	NY	Law Enforcement	Old Contract	3	D
649	Westtown-East Goshen Police Department	100	West Chester	PA	Law Enforcement	New Contract	5	C
650	Brockton Police Department	100	Brockton	MA	Law Enforcement	Old Contract	3	B
651	Town of Hamburg Police Department	100	Hamburg	NY	Law Enforcement	New Contract	4	D
652	LA Impact	900	Commerce	CA	Law Enforcement	New Contract	3	A
653	Jefferson County Sheriff's Office	902	Madras	OR	Law Enforcement	New Contract	6	C
654	North Richland Hills Police Department	300	North Richland Hills	TX	Law Enforcement	New Contract	3	A
655	City of Rosenberg	300	Rosenberg	TX	Law Enforcement	New Contract	5	A
656	Monona Police Department	600	Monona	WI	Law Enforcement	New Contract	6	C
657	Wauwatosa Police Department	600	Wauwatosa	WI	Law Enforcement	New Contract	4	C

658	Alexandria Police Department	600	Alexandria	KY	Law Enforcement	New Contract	6	B
659	Island County Sheriff's Office	902	Coupeville	WA	Law Enforcement	New Contract	5	A
660	Greenfield Police Department	100	Greenfield	MA	Law Enforcement	New Contract	5	B
661	Auburn Borough Police Department	100	Auburn	PA	Law Enforcement	New Contract	6	C
662	Wheaton Police Department	600	Wheaton	IL	Law Enforcement	New Contract	4	D
663	Town of Vernon Police Department	100	Vernon	CT	Law Enforcement	New Contract	4	B
664	The Colony Police Department	300	The Colony	TX	Law Enforcement	New Contract	5	A
665	Washington County, WI	600	West Bend	WI	Law Enforcement	New Contract	3	C
666	Jacksonville Police Department	600	Jacksonville	IL	Law Enforcement	New Contract	5	D
667	Battlefield Police Department	600	Battlefield	MO	Law Enforcement	New Contract	6	B
668	Milwaukie Police Department	902	Milwaukie	OR	Law Enforcement	New Contract	5	C
669	Village of Westhampton Beach Police Departm	100	Westhampton Beach	NY	Law Enforcement	New Contract	6	D
670	Pullman Police Department	902	Pullman	WA	Law Enforcement	New Contract	6	D
671	Thurston County Sheriff's Office	902	Olympia	WA	Law Enforcement	New Contract	4	B
672	West Linn Police Department	902	West Linn	OR	Law Enforcement	New Contract	5	C
673	West Sacramento Police Department	900	West Sacramento	CA	Law Enforcement	New Contract	4	B
674	Arapahoe County Sheriff's Office	900	Centennial	CO	Law Enforcement	New Contract	3	C
675	Tenino Police Department	902	Tenino	WA	Law Enforcement	New Contract	6	B
676	Melbourne Police Department	300	Melbourne	FL	Law Enforcement	New Contract	3	D
677	Bolingbrook Police Department	600	Bolingbrook	IL	Law Enforcement	New Contract	3	D
678	Bethel Police Department	100	Bethel	CT	Law Enforcement	New Contract	5	B
679	Taunton Police Department	100	Taunton	MA	Law Enforcement	New Contract	3	B
680	Sutton Police Department	100	Sutton	MA	Law Enforcement	New Contract	5	B
681	Ankeny Police Department	600	Ankeny	IA	Law Enforcement	New Contract	6	B
682	Springdale Police Department	300	Springdale	AR	Law Enforcement	New Contract	3	A
683	Bangor Police Department	100	Bangor	PA	Law Enforcement	New Contract	6	C
684	Fairview Park Police Department	100	Fairview Park	OH	Law Enforcement	New Contract	5	C
685	Florida Department of Law Enforcement	300	Tallahassee	FL	Law Enforcement	New Contract	1	A
686	Sapulpa Police Department	300	Sapulpa	OK	Law Enforcement	New Contract	5	A
687	Muskego Police Department	600	Muskego	WI	Law Enforcement	New Contract	5	C
688	Martinez Police Department	900	Martinez	CA	Law Enforcement	New Contract	5	D
689	City of Hoquiam Police Department	902	Hoquiam	WA	Law Enforcement	New Contract	6	B
690	Town of Tonawanda Police Department	100	Buffalo	NY	Law Enforcement	New Contract	3	D
691	Town of Camillus Police Department	100	Syracuse	NY	Law Enforcement	New Contract	6	D
692	City of Burleson	300	Burleson	TX	Law Enforcement	New Contract	4	A
693	Portland Police Department	100	Portland	ME	Law Enforcement	New Contract	3	C
694	Lenexa Police Department	600	Lenexa	KS	Law Enforcement	New Contract	3	B
695	Brighton Police Department	100	Rochester	NY	Law Enforcement	New Contract	5	D
696	North Platte Police Department	600	North Platte	NE	Law Enforcement	New Contract	5	B
697	Abington Police Department	100	Abington	MA	Law Enforcement	New Contract	5	B
698	Sedro Woolley Police Department	902	Sedro Woolley	WA	Law Enforcement	New Contract	6	A
699	Silverton Police Department	902	Silverton	OR	Law Enforcement	New Contract	6	C
700	Lewiston Police Department	902	Lewiston	ID	Law Enforcement	New Contract	5	D
701	Auburn Police Department	900	Auburn	CA	Law Enforcement	New Contract	6	B
702	South Lake Tahoe Police Department	900	South Lake Tahoe	CA	Law Enforcement	New Contract	4	B
703	Astoria Police Department	902	Astoria	OR	Law Enforcement	New Contract	6	B
704	Perth Amboy Police Department	100	Perth Amboy	NJ	Law Enforcement	New Contract	3	A
705	MBTA Transit Police Department	100	Boston	MA	Law Enforcement	New Contract	3	B
706	Round Rock Police Department	300	Round Rock	TX	Law Enforcement	New Contract	3	A
707	Sumter Police Department	300	Sumter	SC	Law Enforcement	New Contract	3	B
708	West Richland Police Department	902	West Richland	WA	Law Enforcement	New Contract	6	D
709	Rolling Meadows Police Department	600	Rolling Meadows	IL	Law Enforcement	New Contract	4	D
710	Trinidad Police Department	900	Trinidad	CA	Law Enforcement	New Contract	6	D

711	Town of Geddes Police Departmnet	100	Solvay	NY	Law Enforcement	New Contract	6	D
712	Ripon Police Department	600	Ripon	WI	Law Enforcement	New Contract	6	C
713	City of Fort Meade	300	Fort Meade	FL	Law Enforcement	New Contract	6	D
714	Town of Ponce Inlet	300	Ponce Inlet	FL	Law Enforcement	New Contract	6	B
715	Pewaukee Police Department	600	Pewaukee	WI	Law Enforcement	New Contract	5	C
716	Greenfield Police Department	600	Greenfield	WI	Law Enforcement	New Contract	4	C
717	Talent Police Department	902	Talent	OR	Law Enforcement	New Contract	6	C
718	Plant City Police Department	300	Plant City	FL	Law Enforcement	New Contract	4	D
719	City of Beaufort	300	Beaufort	SC	Law Enforcement	New Contract	4	B
720	Bellefontaine Neighbors PD	600	Bellefontaine	MO	Law Enforcement	New Contract	5	B
721	Normandy Park Police Department	902	Normandy Park	WA	Law Enforcement	New Contract	6	A
722	Norwood Police Department	100	Norwood	MA	Law Enforcement	New Contract	4	B
723	Manitowoc Police Department	600	Manitowoc	WI	Law Enforcement	New Contract	4	C
724	Manchester Township LETA	100	Manchester	NJ	Law Enforcement	New Contract	4	A
725	Anderson Police Dept. - Pension Fund	600	Anderson	IN	Law Enforcement	New Contract	3	A
726	Coon Rapids Police Department	600	Coon Rapids	MN	Law Enforcement	New Contract	4	C
727	City of Norfolk	600	Norfolk	NE	Law Enforcement	New Contract	5	B
728	Independence Police Department	600	Independence	MO	Law Enforcement	New Contract	3	B
729	Winnetka Police Department	600	Winnetka	IL	Law Enforcement	New Contract	5	D
730	Lincoln Police Department	900	Lincoln	CA	Law Enforcement	New Contract	5	B
731	North Plainfield Police Department	100	North Plainfield	NJ	Law Enforcement	New Contract	5	A
732	Amarillo Police Department	300	Amarillo	TX	Law Enforcement	New Contract	3	A
733	Glendale Police Department	600	Glendale	WI	Law Enforcement	New Contract	5	C
734	Marion Police Department	100	Marion	MA	Law Enforcement	New Contract	6	B
735	Edmond Police Department	300	Edmond	OK	Law Enforcement	New Contract	3	A
736	Cape Elizabeth Police Department	100	Cape Elizabeth	ME	Law Enforcement	New Contract	6	C
737	Greenbelt Police Department	100	Greenbelt	MD	Law Enforcement	New Contract	4	A
738	Bentonville Police Department	300	Bentonville	AR	Law Enforcement	New Contract	5	A
739	Walla Walla Police Department	902	Walla Walla	WA	Law Enforcement	New Contract	5	D
740	Westbrook Police Department	100	Westbrook	ME	Law Enforcement	New Contract	5	C
741	Hays County Sheriff's Department	300	San Marcos	TX	Law Enforcement	New Contract	3	A
742	Snohomish Police Department	902	Snohomish	WA	Law Enforcement	New Contract	6	A
743	Village of Linndale Police Department	100	Linndale	OH	Law Enforcement	New Contract	6	C
744	Klickitat County Sheriff's Department	902	Goldendale	WA	Law Enforcement	New Contract	6	C
745	Key Biscayne Police Department	300	Key Biscayne	FL	Law Enforcement	New Contract	5	D
746	Carteret Police Department	100	Carteret	NJ	Law Enforcement	New Contract	4	A
747	Norton Shores Police Department	600	Norton Shores	MI	Law Enforcement	New Contract	5	A
748	Wallowa County Sheriff's Department	902	Enterprise	OR	Law Enforcement	New Contract	6	D
749	Mattapoisett Police Department	100	Mattapoisett	MA	Law Enforcement	New Contract	6	B
750	Prineville Police Department	902	Prineville	OR	Law Enforcement	New Contract	6	C
751	City of Fargo	600	Fargo	ND	Law Enforcement	New Contract	3	C
752	UC Davis Police Department	900	Davis	CA	Law Enforcement	New Contract	4	B
753	Corvallis Police Department	902	Corvallis	OR	Law Enforcement	New Contract	4	C
754	San Jose State University Police Department	900	San Jose	CA	Law Enforcement	New Contract	5	C
755	Aubrey Police Department	300	Aubrey	TX	Law Enforcement	New Contract	6	A
756	King City Police Department	900	King City	CA	Law Enforcement	New Contract	6	C
757	East Syracuse Police Department	100	East Syracuse	NY	Law Enforcement	New Contract	6	D
758	Wausau Police Department	600	Wausau	WI	Law Enforcement	New Contract	4	C
759	Sumas Police Department	902	Sumas	WA	Law Enforcement	New Contract	6	A
760	Hubbard Police Department	902	Hubbard	OR	Law Enforcement	New Contract	6	C
761	Hartford Police Department	600	Hartford	WI	Law Enforcement	New Contract	6	C
762	Grady County Sheriff's Office	300	Chickasha	OK	Law Enforcement	New Contract	6	A
763	Creve Coeur Police Department	600	Creve Coeur	MO	Law Enforcement	New Contract	4	B

764	Darby Borough Police Department	100	Darby	PA	Law Enforcement	New Contract	5	C
765	Greenville Police Department	300	Greenville	NC	Law Enforcement	New Contract	3	B
766	Plainfield Police Department	600	Plainfield	IN	Law Enforcement	New Contract	5	A
767	Galt Police Department	900	Galt	CA	Law Enforcement	New Contract	6	B
768	Prince William County Police Department	100	Manassas	VA	Law Enforcement	New Contract	3	A
769	Rehoboth Police Department	100	Rehoboth	MA	Law Enforcement	New Contract	5	B
770	Scotts Bluff Police Department	600	Scottsbluff	NE	Law Enforcement	New Contract	5	B
771	Clarkston Police Department	300	Clarkston	GA	Law Enforcement	New Contract	6	B
772	Natchez Police Department	300	Natchez	MS	Law Enforcement	New Contract	4	A
773	Village of Deerfield Police Department	600	Deerfield	IL	Law Enforcement	New Contract	3	D
774	Hurricane Police Department	900	Hurricane	UT	Law Enforcement	New Contract	6	D
775	South Portland Police Department	100	South Portland	ME	Law Enforcement	New Contract	4	C
776	Township of Washington	100	Sewell	NJ	Law Enforcement	New Contract	4	A
777	Dewitt Township Police Department	600	DeWitt	MI	Law Enforcement	New Contract	5	A
778	Muncie Police Department	600	Muncie	IN	Law Enforcement	New Contract	3	A
779	Osceola County Sheriff's Office	300	Kissimmee	FL	Law Enforcement	New Contract	3	D
780	Washington County Sheriff's Office	900	Hurricane	UT	Law Enforcement	New Contract	3	D
781	Brewster Central School District	100	Brewster	NY	Law Enforcement	New Contract	4	D
782	Village of Kenilworth Police Department	600	Kenilworth	IL	Law Enforcement	New Contract	6	D
783	Lafayette Police Department	600	Lafayette	IN	Law Enforcement	New Contract	3	A
784	Little Falls Police Department	100	Little Falls	NY	Law Enforcement	New Contract	6	D
785	Hoffman Estates Park District	600	Hoffman Estates	IL	Law Enforcement	New Contract	3	D
786	Utica Police Department	100	Utica	NY	Law Enforcement	New Contract	3	D
787	Amsterdam Police Department	100	Amsterdam	NY	Law Enforcement	New Contract	5	D
788	Bedford County Sheriff's Office	100	Bedford	VA	Law Enforcement	New Contract	4	A
789	Oswego Police Department	100	Oswego	NY	Law Enforcement	New Contract	4	D
790	Frisco Police Department	300	Frisco	TX	Law Enforcement	New Contract	4	A
791	Newman Police Department	900	Newman	CA	Law Enforcement	New Contract	6	B
792	Glades County Sheriff's Office	300	Moore Haven	FL	Law Enforcement	New Contract	6	D
793	New Lenox Police Department	600	New Lenox	IL	Law Enforcement	New Contract	5	D
794	Queen Anne's County Sheriff's Office	100	Centreville	MD	Law Enforcement	New Contract	5	A
795	Chevy Chase Village Police Department	100	Chevy Chase	MD	Law Enforcement	New Contract	6	A
796	Londonderry Police Department	100	Londonderry	NH	Law Enforcement	New Contract	5	C
797	Alpharetta Department of Public Safety	300	Alpharetta	GA	Law Enforcement	New Contract	4	B
798	Lebanon Police Department	600	Lebanon	OH	Law Enforcement	New Contract	5	A
799	Waukesha Police Department	600	Waukesha	WI	Law Enforcement	New Contract	3	C
800	Hamilton Police Department	600	Hamilton	OH	Law Enforcement	New Contract	3	A
801	Crestwood Police Department	600	Crestwood	IL	Law Enforcement	New Contract	4	D
802	Kennewick Police Department	902	Kennewick	WA	Law Enforcement	New Contract	3	D
803	Polk County Sheriff's Office	902	Dallas	OR	Law Enforcement	New Contract	4	C
804	Village of Lyons	600	Lyons	IL	Law Enforcement	New Contract	6	D
805	Hood River Police Department	902	Hood River	OR	Law Enforcement	New Contract	6	C
806	Wilmington Police Department	100	Wilmington	DE	Law Enforcement	New Contract	3	A
807	Bethlehem Township Police Department	100	Bethlehem	PA	Law Enforcement	New Contract	5	C
808	Eatonville Police Department	902	Eatonville	WA	Law Enforcement	New Contract	6	B
809	Biddeford Police Department	100	Biddeford	ME	Law Enforcement	New Contract	5	C
810	Napa County Sheriff's Department	900	Napa	CA	Law Enforcement	New Contract	4	D
811	Hinesville Police Department	300	Hinesville	GA	Law Enforcement	New Contract	4	B
812	Montgomery Police Department	600	Montgomery	OH	Law Enforcement	New Contract	6	A
813	Will County Sheriff's Office	600	Joliet	IL	Law Enforcement	New Contract	3	D
814	City of Asbury Park Police Dept.	100	Asbury Park	NJ	Law Enforcement	New Contract	4	A
815	Colonial Regional Police Department	100	Bath	PA	Law Enforcement	New Contract	6	C
816	Town of Cary Police Dept	300	Cary	NC	Law Enforcement	New Contract	3	B

817	West Jordan Police Department	900	West Jordan	UT	Law Enforcement	New Contract	4	D
818	Jackson County Sheriff's Office	902	Medford	OR	Law Enforcement	New Contract	3	C
819	Village of Island Lake, IL	600	Island Lake	IL	Law Enforcement	New Contract	6	D
820	Milford Police Dept.	100	Milford	MA	Law Enforcement	New Contract	4	B
821	The City of Overland Park Fire Dept.	600	Overland Park	KS	Law Enforcement	New Contract	3	B
822	Wenham Police Department	100	Wenham	MA	Law Enforcement	New Contract	5	B
823	Decatur Police Department	600	Decatur	IL	Law Enforcement	New Contract	3	D
824	Boca Raton Police Department	300	Boca Raton	FL	Law Enforcement	New Contract	3	D
825	Kirkwood Police Department	600	Kirkwood	MO	Law Enforcement	New Contract	4	B
826	Monroe Police Department	600	Monroe	MI	Law Enforcement	New Contract	4	A
827	Somerville Police Department	100	Somerville	MA	Law Enforcement	New Contract	3	B
828	Barnstable Police Dept.	100	Hyannis	MA	Law Enforcement	New Contract	3	B
829	Highland Village Police Department	300	Highland Village	TX	Law Enforcement	New Contract	5	A
830	Oak Creek Police Deparment	600	Oak Creek	WI	Law Enforcement	New Contract	4	C
831	Jennings Police Department	600	Jennings	MO	Law Enforcement	New Contract	6	B
832	Longmont Police Department	900	Longmont	CO	Law Enforcement	New Contract	3	C
833	Idaho Falls Police Department	902	Idaho Falls	ID	Law Enforcement	New Contract	6	D
834	Oak Ridge North Police Department	300	Conroe	TX	Law Enforcement	New Contract	6	A
835	Ship Bottom Police Department	100	Ship Bottom	NJ	Law Enforcement	New Contract	6	A
836	Yates County Sheriff's Office	100	Penn Yan	NY	Law Enforcement	New Contract	4	D
837	Pelham Police Department	100	Pelham	NH	Law Enforcement	New Contract	6	C
838	Walnut Creek Police Department	900	Walnut Creek	CA	Law Enforcement	New Contract	3	D
839	Salem Police Department	100	Salem	NH	Law Enforcement	New Contract	4	C
840	Carolina Beach Police Department	300	Carolina Beach	NC	Law Enforcement	New Contract	5	B
841	Geneva Police Department	100	Geneva	NY	Law Enforcement	New Contract	5	D
842	City of Pontiac Police Department	600	Pontiac	MI	Law Enforcement	New Contract	3	A
843	Massachusetts Dept. of State Police	100	Framingham	MA	Law Enforcement	New Contract	1	B
844	Town of West Hartford	100	West Hartford	CT	Law Enforcement	New Contract	3	B
845	City of Corning Police Department	900	Corning	CA	Law Enforcement	New Contract	6	D
846	The City of Beacon Police Department	100	Beacon	NY	Law Enforcement	New Contract	5	D
847	Pleasant Grove Police Dept.	900	Pleasant Grove	UT	Law Enforcement	New Contract	5	D
848	Clackamas Sheriff Department	902	Oregon City	OR	Law Enforcement	New Contract	3	C
849	City of Cannon Beach	902	Cannon Beach	OR	Law Enforcement	New Contract	6	B
850	Village of Schaumburg Police Department	600	Schaumburg	IL	Law Enforcement	New Contract	3	D
851	Pittsburg Police Department	300	Pittsburg	TX	Law Enforcement	New Contract	6	A
852	Portland LDS Temple	902	Lake Oswego	OR	Law Enforcement	New Contract	4	C
853	City of Keene	100	Keene	NH	Law Enforcement	New Contract	5	C
854	Carmel Police Department	600	Carmel	IN	Law Enforcement	New Contract	4	A
855	Campton Police Department	100	Campton	NH	Law Enforcement	New Contract	6	C
856	City of Helena	902	Helena	MT	Law Enforcement	New Contract	4	D
857	Town of DeWitt Police Dept.	100	East Syracuse	NY	Law Enforcement	New Contract	5	D
858	Northfield Police Department	600	Northfield	MN	Law Enforcement	New Contract	6	C
859	City of Mequon Police Department	600	Mequon	WI	Law Enforcement	New Contract	5	C
860	The Town of Jupiter Police Department	300	Jupiter	FL	Law Enforcement	New Contract	3	D
861	City of Vernonia Police Department	902	Vernonia	OR	Law Enforcement	New Contract	6	B
862	Plainville Police Department	100	Plainville	MA	Law Enforcement	New Contract	6	B
863	Two Rivers Police Department	600	Two Rivers	WI	Law Enforcement	New Contract	5	C
864	Lavon Police Department	300	Lavon	TX	Law Enforcement	New Contract	6	A
865	St. Peters Police Department	600	St. Peters	MO	Law Enforcement	New Contract	4	B
866	Coalinga Police Department	900	Coalinga	CA	Law Enforcement	New Contract	6	B
867	Yorktown Police Department	100	Yorktown Heights	NY	Law Enforcement	New Contract	4	D
868	Lebanon Police Department	902	Lebanon	OR	Law Enforcement	New Contract	5	C
869	Cohasset Police Department	100	Cohasset	MA	Law Enforcement	New Contract	6	B
870	Garden City Police Department	300	Garden City	GA	Law Enforcement	New Contract	5	B
871	Lansing Police Department	600	Lansing	MI	Law Enforcement	New Contract	3	A
872	City of Ann Arbor	600	Ann Arbor	MI	Law Enforcement	New Contract	3	A

873	City of Lexington	300	Lexington	NC	Law Enforcement	New Contract	4	B
874	Waukesha Sheriff's Department	600	Waukesha	WI	Law Enforcement	New Contract	3	C
875	Weston Police Department	100	Weston	MA	Law Enforcement	New Contract	5	B
876	Lawrence Police Department	600	Lawrence	KS	Law Enforcement	New Contract	3	B
877	Cornelius Police Department	902	Cornelius	OR	Law Enforcement	New Contract	6	C
878	Boulder Police Department	900	Boulder	CO	Law Enforcement	New Contract	3	C
879	Shrewsbury Police Department	100	Shrewsbury	MA	Law Enforcement	New Contract	5	B
880	Lake County Sheriff's Office	300	Tavares	FL	Law Enforcement	New Contract	3	B
881	Pelham Manor Police Department	100	Pelham Manor	NY	Law Enforcement	New Contract	5	D
882	Golden Police Department	900	Golden	CO	Law Enforcement	New Contract	5	C
883	Chewelah Police Department	902	Chewelah	WA	Law Enforcement	New Contract	6	D
884	University of Santa Barbara	900	Santa Barbara	CA	Law Enforcement	New Contract	4	C
885	Indio Police Department	900	Indio	CA	Law Enforcement	New Contract	4	A
886	Tuft's University Police Department	100	Medford	MA	Law Enforcement	New Contract	5	B
887	Murray City Police Department	900	Murray City	UT	Law Enforcement	New Contract	4	D
888	City of Arlington	300	Arlington	TX	Law Enforcement	New Contract	2	A
889	City of Keizer Police Department	902	Keizer	OR	Law Enforcement	New Contract	5	C
890	Greenland Police Department	100	Greenland	NH	Law Enforcement	New Contract	6	C
891	Cloverdale Police Department	900	Cloverdale	CA	Law Enforcement	New Contract	6	D
892	Newburyport Police Department	100	Newburyport	MA	Law Enforcement	New Contract	5	B
893	Commerce City Police Department	900	Commerce City	CO	Law Enforcement	New Contract	4	C
894	Floyd County Police Department	300	Rome	GA	Law Enforcement	New Contract	4	B
895	McPherson Police Department	600	McPherson	KS	Law Enforcement	New Contract	5	B
896	Lake Forest Police Department	600	Lake Forest	IL	Law Enforcement	New Contract	5	D
897	Ocean Township Police Department	100	Oakhurst	NJ	Law Enforcement	New Contract	4	A
898	Downers Grove Police Department	600	Downers Grove	IL	Law Enforcement	New Contract	4	D
899	Natchez-Adams School District	300	Natchez	MS	Law Enforcement	New Contract	4	A
900	Houston Police Department	300	Houston	TX	Law Enforcement	New Contract	1	E
901	American Fork Police Department	900	American Fork	UT	Law Enforcement	New Contract	5	D
902	Lehigh University Police Department	100	Bethlehem	PA	Law Enforcement	New Contract	6	C
903	Roanoke Police Department	100	Roanoke	VA	Law Enforcement	New Contract	3	A
904	Apache Junction Police Department	900	Apache Junction	AZ	Law Enforcement	New Contract	4	A
905	Borough of Red Bank	100	Red Bank	NJ	Law Enforcement	New Contract	5	A
906	City of Cedarburg	600	Cedarburg	WI	Law Enforcement	New Contract	6	C
907	Lakeway Police Department	300	Lakeway	TX	Law Enforcement	New Contract	5	A
908	Algonquin Police Department	600	Algonquin	IL	Law Enforcement	New Contract	4	D
909	Shawnee Police Department	300	Shawnee	OK	Law Enforcement	New Contract	4	A
910	Howard County Police Department	100	Ellicott	MD	Law Enforcement	New Contract	3	A
911	City of Linden Police Department	100	Linden	NJ	Law Enforcement	New Contract	3	A
912	Gardena Police Department	900	Gardena	CA	Law Enforcement	New Contract	4	A
913	Town of Warwick Police Department	100	Warwick	NY	Law Enforcement	New Contract	5	D
914	Mukilteo Police Department	902	Mukilteo	WA	Law Enforcement	New Contract	5	A
915	City of Portland - Police Bureau	902	Portland	OR	Law Enforcement	New Contract	1	C
916	Salem Police Department	100	Salem	MA	Law Enforcement	New Contract	3	B
917	Leavenworth Police Department	600	Leavenworth	KS	Law Enforcement	New Contract	4	B
918	Silver Lake Police Department	600	Silver Lake	WI	Law Enforcement	New Contract	6	C
919	Bath Township Police Department	600	Bath	MI	Law Enforcement	New Contract	6	A
920	Fernandina Beach Police Department	300	Fernandina Beach	FL	Law Enforcement	New Contract	5	B
921	Farmington Police Department	100	Farmington	NH	Law Enforcement	New Contract	6	C
922	Broward County Unified Government	300	Oakland Park	FL	Law Enforcement	New Contract	1	D
923	City of Lockport Police Department	100	Lockport	NY	Law Enforcement	New Contract	4	D

924	Dona-Ana County Sheriff's Office	900	Las Cruces	NM	Law Enforcement	New Contract	3	A
925	Bolton Police Department	100	Bolton	MA	Law Enforcement	New Contract	6	B
926	Bradley County Sheriff's Office	300	Cleveland	TN	Law Enforcement	New Contract	3	B
927	Pasco Police Department	902	Pasco	WA	Law Enforcement	New Contract	4	D
928	Berwyn Police Department	600	Berwyn	IL	Law Enforcement	New Contract	4	D
929	Berkeley Township	100	Bayville	NJ	Law Enforcement	New Contract	4	A
930	Southwest Snohomish CTY Communications	902	Mountlake Terrace	WA	Law Enforcement	New Contract	6	A
931	Beaver Dam Police Department	600	Beaver Dam	WI	Law Enforcement	New Contract	5	C
932	Mount Dora Police Department	300	Mount Dora	FL	Law Enforcement	New Contract	5	B
933	Provo Police Department	900	Provo	UT	Law Enforcement	New Contract	3	D
934	Village of Alsip	600	Alsip	IL	Law Enforcement	New Contract	5	D
935	Oro Valley Police Department	900	Oro Valley	AZ	Law Enforcement	New Contract	3	A
936	Harper Woods Police Department	600	Harper Woods	MI	Law Enforcement	New Contract	5	A
937	UC Irvine Police Department	900	Irvine	CA	Law Enforcement	New Contract	5	C
938	Town of Wakefield Police Department	100	Wakefield	NH	Law Enforcement	New Contract	6	C
939	Scituate Police Department	100	Scituate	MA	Law Enforcement	New Contract	5	B
940	Fairview Police Department	902	Fairview	OR	Law Enforcement	New Contract	6	C
941	Orangetown Police Department	100	Orangeburg	NY	Law Enforcement	New Contract	3	D
942	Monrovia Police Department	900	Monrovia	CA	Law Enforcement	New Contract	4	A
943	Fishkill Town Police Department	100	Fishkill	NY	Law Enforcement	New Contract	5	D
944	Sonoma County Sheriff's Department	900	Santa Rosa	CA	Law Enforcement	New Contract	3	D
945	Manalapan Twp. Police Department	100	Manalapan	NJ	Law Enforcement	New Contract	4	A
946	Wilson Police Department	300	Wilson	NC	Law Enforcement	New Contract	3	B
947	Concord Police Department	900	Concord	CA	Law Enforcement	New Contract	3	D
948	City of Kentwood	600	Kentwood	MI	Law Enforcement	New Contract	4	A
949	Solon Police Department	100	Solon	OH	Law Enforcement	New Contract	3	C
950	City of Oak Harbor	902	Oak Harbor	WA	Law Enforcement	New Contract	5	A
951	City of Cheney	902	Cheney	WA	Law Enforcement	New Contract	6	D
952	Ansonia Police Department	100	Ansonia	CT	Law Enforcement	New Contract	5	B
953	Brentwood Police Department	100	Brentwood	NH	Law Enforcement	New Contract	6	C
954	Canby Police Department	902	Canby	OR	Law Enforcement	New Contract	5	C
955	Clatsop County	902	Astoria	OR	Law Enforcement	New Contract	5	B
956	Coupeville Marshall's Office	902	Coupeville	WA	Law Enforcement	New Contract	6	A
957	Greene County Sheriff's Office	600	Springfield	MO	Law Enforcement	New Contract	3	B
958	Town of Newmarket	100	Newmarket	NH	Law Enforcement	New Contract	6	C
959	Wylie Police Department	300	Wylie	TX	Law Enforcement	New Contract	5	A
960	Hilltown Township	100	Hilltown	PA	Law Enforcement	New Contract	6	C
961	City of Kiel Police Department	600	Kiel	WI	Law Enforcement	New Contract	6	C
962	City of Hyattsville	100	Hyattsville	MD	Law Enforcement	New Contract	5	A
963	East Providence Police Department	100	East Providence	RI	Law Enforcement	New Contract	3	B
964	Cowlitz County Fire District 6	902	Castle Rock	WA	Law Enforcement	New Contract	4	B
965	City of Elk Grove	900	Elk Grove	CA	Law Enforcement	New Contract	3	B
966	Dartmouth Police Department	100	Dartmouth	MA	Law Enforcement	New Contract	4	B
967	Kissimmee Police Department	300	Kissimmee	FL	Law Enforcement	New Contract	3	D
968	City of Shenandoah	300	Shenandoah	TX	Law Enforcement	New Contract	6	A
969	Minnetonka Police Department	600	Minnetonka	MN	Law Enforcement	New Contract	4	C
970	Oregon City Police Department	902	Oregon City	OR	Law Enforcement	New Contract	5	C
971	Los Banos Police Department	900	Los Banos	CA	Law Enforcement	New Contract	5	C
972	Putnam County, New York	100	Carmel	NY	Law Enforcement	New Contract	3	D
973	City of Lone Tree Police Department	900	Lone Tree	CO	Law Enforcement	New Contract	5	C
974	Clewiston Police Department	300	Clewiston	FL	Law Enforcement	New Contract	5	D
975	Royal Oak Police Department	600	Royal Oak	MI	Law Enforcement	New Contract	3	A
976	Frisco Police Department	900	Frisco	CO	Law Enforcement	New Contract	6	C
977	Odessa Police Department	900	Mission Viejo	CA	Law Enforcement	New Contract	6	A
978	Mountain View Police Department	900	Mission Viejo	CA	Law Enforcement	New Contract	6	A
979	New Haven Police Department	100	New Haven	CT	Law Enforcement	New Contract	3	B
980	La Porte Police Department	900	Mission Viejo	CA	Law Enforcement	New Contract	6	A
981	Northglenn Police Department	900	Northglenn	CO	Law Enforcement	New Contract	4	C

982	Village of Northport Police Dept.	100	Northport	NY	Law Enforcement	New Contract	6	D
983	City of Kannapolis	300	Kannapolis	NC	Law Enforcement	New Contract	4	B
984	The Town of Woodbury Police Department	100	Central Valley	NY	Law Enforcement	New Contract	5	D
985	Town of Epping Police Department	100	Epping	NH	Law Enforcement	New Contract	6	C
986	Wendell Police Department	902	Wendell	ID	Law Enforcement	New Contract	6	D
987	Edgewater Police Department	900	Edgewater	CO	Law Enforcement	New Contract	6	C
988	Okaloosa County Sheriff's Office	300	Shalimar	FL	Law Enforcement	New Contract	3	A
989	Independence Police Department	902	Independence	OR	Law Enforcement	New Contract	6	C
990	San Carlos Police Department	900	San Carlos	CA	Law Enforcement	New Contract	5	C
991	Hartsville Police Department	300	Hartsville	SC	Law Enforcement	New Contract	5	B
992	Littleton Police Department	900	Littleton	CO	Law Enforcement	New Contract	4	C
993	City of Batavia Police Department	600	Batavia	IL	Law Enforcement	New Contract	5	D
994	Brooklyn Center Police Department	600	Brooklyn Center	MN	Law Enforcement	New Contract	5	C
995	Folsom Police Department	900	Folsom	CA	Law Enforcement	New Contract	4	B
996	Coulee Dam Police Department	902	Coulee Dam	WA	Law Enforcement	New Contract	6	D
997	Western Springs Police Department	600	Western Springs	IL	Law Enforcement	New Contract	6	D
998	Pinole Police Department	900	Pinole	CA	Law Enforcement	New Contract	5	D
999	SKU Graveyard... Where SKUs go to DIE!	900			Law Enforcement	Old Contract	0	
1000	City of Milwaukee	600	Milwaukee	WI	Law Enforcement	New Contract	1	C
1001	Lake Oswego Police Department	902	Lake Oswego	OR	Law Enforcement	New Contract	5	C
1002	San Juan County Sheriff's Office	902	Friday Harbor	WA	Law Enforcement	New Contract	6	A
1003	City of Coronado Public Services	900	Coronado	CA	Law Enforcement	New Contract	4	B
1004	Village of Glen Ellyn Police Department	600	Glen Ellyn	IL	Law Enforcement	New Contract	5	D
1005	Grant County Sheriff's Department	900	Silver City	NM	Law Enforcement	New Contract	5	A
1006	City of Circleville	600	Circleville	OH	Law Enforcement	New Contract	5	A
1007	Crystal Police Department	600	Crystal	MN	Law Enforcement	New Contract	5	C
1008	City of Florence	902	Florence	OR	Law Enforcement	New Contract	6	C
1009	City of Hillsboro	902	Hillsboro	OR	Law Enforcement	New Contract	3	C
1010	City of Dothan Police Department	300	Dothan	AL	Law Enforcement	New Contract	3	A
1011	City of Lakewood - Police	100	Lakewood	OH	Law Enforcement	New Contract	4	C
1012	Clearlake Police Department	900	Clearlake	CA	Law Enforcement	New Contract	6	D
1013	Riverbank Police Department	900	Riverbank	CA	Law Enforcement	New Contract	6	D
1014	City of New Holstein Police Department	600	New Holstein	WI	Law Enforcement	New Contract	6	C
1015	Boulder County Sheriff's Office	900	Boulder	CO	Law Enforcement	New Contract	3	C
1016	Blackfoot Police Department	900	Blackfoot	ID	Law Enforcement	New Contract	5	D
1017	Hemet Police Department	900	Hemet	CA	Law Enforcement	New Contract	5	A
1018	Douglas County Sheriff's Office	902	East Wenatchee	WA	Law Enforcement	New Contract	5	D
1019	Ivins Public Safety	900	Ivins	UT	Law Enforcement	New Contract	6	D
1020	Surfside Police Department	300	Surfside	FL	Law Enforcement	New Contract	5	D
1021	Reno County Sheriff's Department- see 474	600	Hutchinson	KS	Law Enforcement	New Contract	4	B
1022	Wilmette Police Department	600	Wilmette	IL	Law Enforcement	New Contract	5	D
1023	City of Hastings Police Department	600	Hastings	NE	Law Enforcement	New Contract	5	B
1024	Snowflake-Taylor Police Department	900	Snowflake	AZ	Law Enforcement	New Contract	5	A
1025	Northhampton Police Department	100	Northampton	MA	Law Enforcement	New Contract	4	B
1026	City of Lancaster Police Department	300	Lancaster	TX	Law Enforcement	New Contract	5	A
1027	Mankato Police Department	600	Mankato	MN	Law Enforcement	New Contract	5	C
1028	Blue Earth County Sheriff's Department	600	Mankato	MN	Law Enforcement	New Contract	5	C
1029	City of Cedar Rapids	600	Cedar Rapids	IA	Law Enforcement	New Contract	3	B
1030	The City of Delta CO	900	Delta	CO	Law Enforcement	New Contract	6	C

1031	Village of Orland Park Police Dept	600	Orland Park	IL	Law Enforcement	New Contract	3	D
1032	Montezuma County CO	900	Cortez	CO	Law Enforcement	New Contract	4	C
1033	The City of Evans, CO	900	Evans	CO	Law Enforcement	New Contract	5	C
1034	Village of Kewaskum Police Dept.	600	Kewaskum	WI	Law Enforcement	New Contract	6	C
1035	Plattsmouth Police Department	600	Plattsmouth	NE	Law Enforcement	New Contract	6	B
1036	Arlington Police Dept.	100	Arlington	MA	Law Enforcement	New Contract	4	B
1037	The City of Milton WA	902	Milton	WA	Law Enforcement	New Contract	6	B
1038	The City of Maumelle Police Dept.	300	Maumelle	AR	Law Enforcement	New Contract	5	A
1039	Central VA. Regional Narcotics Task Force	100	Chester	VA	Law Enforcement	New Contract	6	A
1040	Newton Police Department	100	Newton	MA	Law Enforcement	New Contract	3	B
1041	Neptune Twp. Police Department	100	Neptune Twp.	NJ	Law Enforcement	New Contract	4	A
1042	Village of Forest Park Police Department	600	Forest Park	IL	Law Enforcement	New Contract	5	D
1043	City of Annapolis Police Department	100	Annapolis	MD	Law Enforcement	New Contract	3	A
1044	Ames Police Dept.	600	Ames	IA	Law Enforcement	New Contract	4	B
1045	Borough of Fort Lee Police Dept.	100	Fort Lee	NJ	Law Enforcement	New Contract	3	A
1046	Clayton Police Department	900	Clayton	CA	Law Enforcement	New Contract	6	D
1047	UC Berkeley Police Department	900	Berkeley	CA	Law Enforcement	New Contract	4	D
1048	Montesano Police Department	902	Montesano	WA	Law Enforcement	New Contract	6	B
1049	Valencia County Sheriff's Department	900	Los Lunas	NM	Law Enforcement	New Contract	5	A
1050	Canton Dept. of Public Saftey	600	Canton	MI	Law Enforcement	New Contract	4	A
1051	Monterey Airport Police Department	900	Monterey	CA	Law Enforcement	New Contract	6	C
1052	Cascade Police Department	902	Cascade	ID	Law Enforcement	New Contract	6	D
1053	Eden Prairie Police Dept	600	Eden Prairie	MN	Law Enforcement	New Contract	4	C
1054	Auburn Hills Police Dept.	600	Auburn Hills	MI	Law Enforcement	New Contract	4	A
1055	Macoupin County Sheriff's Office	600	Carlinsville	IL	Law Enforcement	New Contract	6	D
1056	Village of North Aurora	600	North Aurora	IL	Law Enforcement	New Contract	6	D
1057	City of Bowling Green, Ohio	600	Bowling Green	OH	Law Enforcement	New Contract	4	A
1058	Cochise County Sheriff's Office	900	Bisbee	AZ	Law Enforcement	New Contract	4	A
1059	East Bay Regional Parks District Police Dep	900	Castro Valley	CA	Law Enforcement	New Contract	6	D
1060	Village of Mt. Prospect Police Dept.	600	Village of Mt. Prospect	IL	Law Enforcement	New Contract	4	D
1061	City of Sharonville	600	Sharonville	OH	Law Enforcement	New Contract	5	A
1062	Duluth Police Dept.	600	Duluth	MN	Law Enforcement	New Contract	3	C
1063	Aurora Police Dept.	600	Aurora	IL	Law Enforcement	New Contract	3	D
1064	St. Louis County Police Dept.	600	Clayton	MO	Law Enforcement	New Contract	2	B
1065	Clark/Skamania Drug Task Force	902	Vancouver	WA	Law Enforcement	New Contract	5	C
1066	Montgomery Co. Police Dept.	100	Gaithersburg	MD	Law Enforcement	New Contract	1	A
1067	Southern Pines Police Dept.	300	Southern Pines	NC	Law Enforcement	New Contract	5	B
1068	Jefferson County Sheriff Department	902	Madras	OR	Law Enforcement	New Contract	5	C
1069	Dickson Co. Sheriff's Office	300	Charlotte	TN	Law Enforcement	New Contract	4	B
1070	Odessa Police Department	902	Odessa	WA	Law Enforcement	New Contract	6	D
1072	West Chester Police Department	600	West Chester	OH	Law Enforcement	New Contract	4	A
1073	Broken Bow Police Dept.	300	Broken Bow	OK	Law Enforcement	New Contract	6	A
1074	Ocean Shores Police Department	902	Ocean Shores	WA	Law Enforcement	New Contract	6	B
1076	Bothell Police Department	902	Bothell	WA	Law Enforcement	New Contract	4	A
1077	Linton Police Dept.	600	Linton	IN	Law Enforcement	New Contract	6	A
1079	Grand Fork Police Dept.	600	Grand Fork	ND	Law Enforcement	New Contract	4	C
1080	Cass County Sheriff's Department	600	Plattsmouth	NE	Law Enforcement	New Contract	4	B
1081	Springville City Corporation	900	Springville	UT	Law Enforcement	New Contract	6	D
1082	Simsbury Police Dept.	100	Simsbury	CT	Law Enforcement	New Contract	5	B
1083	Freeport Police Dept.	100	Freeport	ME	Law Enforcement	New Contract	6	C
1084	Borough of Freehold	100	Freehold	NJ	Law Enforcement	New Contract	5	A
1085	Tri Cities Narcotics	300	College Park	GA	Law Enforcement	New Contract	5	B

1086	City of Prairie Village, KS	600	Prairie Village	KS	Law Enforcement	New Contract	5	B
1087	The City of Jamestown Police Dept.	100	Jamestown	NY	Law Enforcement	New Contract	4	D
1088	The Town of Chester, New York	100	Chester	NY	Law Enforcement	New Contract	6	D
1090	Alliance Police Dept.	100	Alliance	OH	Law Enforcement	New Contract	5	C
1091	Village of Carpentersville	600	Carpentersville	IL	Law Enforcement	New Contract	4	D
1092	Brisbane Police Department	900	Brisbane	CA	Law Enforcement	New Contract	6	D
1093	Township of Lower Merion	100	Ardmore	PA	Law Enforcement	New Contract	3	C
1095	City of Lake Wales Police Dept.	300	Lake Wells	FL	Law Enforcement	New Contract	4	D
1096	York City Police Dept.	100	York	PA	Law Enforcement	New Contract	3	C
1097	Coral Gables Police Dept.	300	Coral Gables	FL	Law Enforcement	New Contract	3	D
1098	Village of Pewuakee Police Dept.	600	Pewaukee Township	WI	Law Enforcement	New Contract	5	C
1099	The Town of Tyngsborough, Mass.	100	Tyngsborough	MA	Law Enforcement	New Contract	5	B
1100	Valley Narcotics Enforcement Team	902	Seatac	WA	Law Enforcement	New Contract	5	A
1101	Santa Monica College Police Department	900	Santa Monica	CA	Law Enforcement	New Contract	6	A
1102	Geneva Police Dept.	600	Geneva	IL	Law Enforcement	New Contract	5	D
1103	Monroe County Sheriff's Office	600	Monroe	MI	Law Enforcement	New Contract	4	A
1104	Kootenai County Sheriff's Department	902	Coeur D'Alene	ID	Law Enforcement	New Contract	3	D
1105	Voorhees Township	100	Voorhees	NJ	Law Enforcement	New Contract	4	A
1106	The City of Circle Pines, MN.	600	Circle Pines	MN	Law Enforcement	New Contract	6	C
1107	Hendricks County Sheriff's Dept.	600	Danville	IN	Law Enforcement	New Contract	4	A
1108	Bayside Police Dept.	600	Bayside	WI	Law Enforcement	New Contract	6	C
1109	The City of Cambridge, Mn.	600	Cambridge	MN	Law Enforcement	New Contract	6	C
1110	The City of Baxter, Mn.	600	Baxter	MN	Law Enforcement	New Contract	6	C
1111	Auburn Police Dept.	100	Auburn	ME	Law Enforcement	New Contract	4	C
1112	City of Chico	900	Chico	CA	Law Enforcement	New Contract	4	D
1113	Woburn Police Dept.	100	Woburn	MA	Law Enforcement	New Contract	4	B
1114	Tigard Police Department	902	Tigard	OR	Law Enforcement	New Contract	4	C
1115	Bingham County Sheriff's Office	902	Blackfoot	ID	Law Enforcement	New Contract	5	D
1116	Balch Springs Police Dept.	300	Balch Springs	TX	Law Enforcement	New Contract	5	A
1117	Cass County Sheriff's Dept.	600	Fargo	ND	Law Enforcement	New Contract	3	C
1118	Universal City Police Dept.	300	Universal City	TX	Law Enforcement	New Contract	5	A
1119	Cumberland County Sheriff's Office	300	Fayetteville	NC	Law Enforcement	New Contract	3	B
1120	The City of Gainesville, FL	300	Gainsville	FL	Law Enforcement	New Contract	3	B
1121	Castle Rock Police Department	900	Castle Rock	CO	Law Enforcement	New Contract	5	C
1123	City of Sparks	900	Sparks	NV	Law Enforcement	New Contract	3	B
1124	Claremore City Police Dept.	300	Claremore City	OK	Law Enforcement	New Contract	5	A
1125	Ridgecrest Police Department	900	Ridgecrest	CA	Law Enforcement	New Contract	5	B
1126	Sheridan Police Department	900	Sheridan	WY	Law Enforcement	New Contract	5	D
1127	Village of Lisle Police Dept.	600	Lisle	IL	Law Enforcement	New Contract	5	D
1128	The City of Riviera Beach	300	Riviera Beach	FL	Law Enforcement	New Contract	3	D
1129	City of Montclair	900	Montclair	CA	Law Enforcement	New Contract	5	A
1130	Wall Twp. Police Dept.	100	Wall Twp.	NJ	Law Enforcement	New Contract	4	A
1131	Janesville Police Dept.	600	Janesville	WI	Law Enforcement	New Contract	3	C
1132	The City of Jonesboro, AR.	300	Jonesboro	AR	Law Enforcement	New Contract	3	A
1133	Taylor County Sheriff's Dept.	600	Medford	WI	Law Enforcement	New Contract	6	C
1134	Wright County Sheriff's Dept.	600	Buffalo	MN	Law Enforcement	New Contract	3	C
1135	New Ipswich Police Dept.	100	New Ipswich	NH	Law Enforcement	New Contract	6	C
1136	Concord NC	300	Concord	NC	Law Enforcement	New Contract	4	B
1137	Township of Toms River PD	100	Toms River	NJ	Law Enforcement	New Contract	3	A
1138	Farmersville Police Department	900	Farmersville	CA	Law Enforcement	New Contract	6	B
1139	Goose Creek Police Dept.	300	Goose Creek	SC	Law Enforcement	New Contract	4	B
1140	Dakota County Sheriff's Office/Drug Task Fo	600	Eagan	MN	Law Enforcement	New Contract	4	C
1141	City of Newark	100	Newark	DE	Law Enforcement	New Contract	4	A
1142	City of Ypsilanti Police Dept.	600	Ypsilanti	MI	Law Enforcement	New Contract	5	A
1143	Vail Police Department	900	Vail	CO	Law Enforcement	New Contract	4	C
1144	Borough of Madison	100	Madison	NJ	Law Enforcement	New Contract	5	A
1145	Gilbert Police Department	900	Gilbert	AZ	Law Enforcement	New Contract	3	A
1146	Derby Police Dept.	100	Derby	CT	Law Enforcement	New Contract	5	B

1147	Prince George County Police Dept.	100	Prince George	VA	Law Enforcement	New Contract	4	A
1148	Chaffee County Sheriff's Office	900	Salida	CO	Law Enforcement	New Contract	6	C
1149	The County of Stafford, Va.	100	Stafford	VA	Law Enforcement	New Contract	3	A
1150	Superior Court San Joaquin County	900	Stockton	CA	Law Enforcement	New Contract	5	B
1151	Union Township Police Dept.	600	Cincinnati	OH	Law Enforcement	New Contract	4	A
1152	City of Marlenette	600	Marinette	WI	Law Enforcement	New Contract	5	C
1153	Fruita Police Department	900	Fruita	CO	Law Enforcement	New Contract	6	C
1154	The Town of Webster, MA	100	Webster	MA	Law Enforcement	New Contract	4	B
1155	City of Port Hueneme Police Department	900	Port Hueneme	CA	Law Enforcement	New Contract	6	A
1156	Molalla Police Department	902	Molalla	OR	Law Enforcement	New Contract	6	C
1157	Tecumseh Police Department	600	Tecumseh	MI	Law Enforcement	New Contract	6	A
1158	City of Sacramento	900	Sacramento	CA	Law Enforcement	New Contract	2	B
1159	East Lampeter Township PD	100	Lancaster	PA	Law Enforcement	New Contract	5	C
1160	The City of Gresham. OR.	902	Gresham	OR	Law Enforcement	New Contract	3	C
1162	Cayuga County Sheriff's Office	100	Auburn	NY	Law Enforcement	New Contract	5	D
1163	Lewis County Sheriff's Office	902	Nezperce	ID	Law Enforcement	New Contract	6	D
1164	Crook County Sheriff's Department	902	Prineville	OR	Law Enforcement	New Contract	5	C
1165	Douglas County Sheriff's Office	900	Castle Rock	CO	Law Enforcement	New Contract	3	C
1166	City of Platte Woods	600	Platte Woods	MO	Law Enforcement	New Contract	6	B
1167	Sweet Home Police Department	902	Sweet Home	OR	Law Enforcement	New Contract	6	C
1168	Dallas Police Department	902	Dallas	OR	Law Enforcement	New Contract	6	C
1169	City of Madison	600	Madison	WI	Law Enforcement	New Contract	3	
1170	The City of Winter Park	300	Winter Park	FL	Law Enforcement	New Contract	3	B
1171	Goffstown Police Dept.	100	Goffstown	NH	Law Enforcement	New Contract	5	C
1172	City of Grangeville	902	Grangeville	ID	Law Enforcement	New Contract	6	D
1173	The Town of Amesbury, MA	100	Amesbury	MA	Law Enforcement	New Contract	5	B
1174	The Haverhill Police Dept.	100	Haverhill	MA	Law Enforcement	New Contract	3	B
1175	Rhinelander Police Dept.	600	Rhinelander	WI	Law Enforcement	New Contract	5	C
1179	Escondido Police Department	900	Escondido	CA	Law Enforcement	New Contract	3	B
1180	Lee Police Department	100	Lee	NH	Law Enforcement	New Contract	6	C
1181	City of Asheboro Police Dept.	300	Asheboro	NC	Law Enforcement	New Contract	4	B
1182	Mono County Sheriff's Department	900	Bridgeport	CA	Law Enforcement	New Contract	6	B
1183	Swanzey Police Dept.	100	Swanzey	NH	Law Enforcement	New Contract	6	C
1184	West Deptford Township Police Dept.	100	West Deptford	NJ	Law Enforcement	New Contract	5	A
1185	Olmsted Falls Police Dept.	100	Olmsted Falls	OH	Law Enforcement	New Contract	6	C
1186	City of Lagrange Police Dept.	300	Lagrange	GA	Law Enforcement	New Contract	4	B
1187	The Town of Billerica, MA	100	Billerica	MA	Law Enforcement	New Contract	3	B
1188	The City of Takoma Park	100	Takoma Park	MD	Law Enforcement	New Contract	5	A
1189	Monroe County, IN	600	Bloomington	IN	Law Enforcement	New Contract	5	A
1190	The Town of Herndon, VA.	100	Herndon	VA	Law Enforcement	New Contract	4	A
1191	City of Chattanooga Police Dept.	300	Chattanooga	TN	Law Enforcement	New Contract	3	B
1192	Benbrook Police Dept.	300	Benbrook	TX	Law Enforcement	New Contract	5	A
1193	The Arkansas City Police Dept.	600	Arkansas City	KS	Law Enforcement	New Contract	5	B
1194	City of Omak, WA	902	Omak	WA	Law Enforcement	New Contract	6	D
1195	Waterloo Village Police Dept.	100	Waterloo Village	NY	Law Enforcement	New Contract	6	D
1196	The City of Bloomington, MN	600	Bloomington	MN	Law Enforcement	New Contract	3	C
1197	City of Nampa, ID	902	Nampa	ID	Law Enforcement	New Contract	3	D
1198	The City of Miami Beach, FL	300	Miami Beach	FL	Law Enforcement	New Contract	2	D
1199	Dearborn Heights Police Dept.	600	Dearborn Heights	MI	Law Enforcement	New Contract	4	A
1200	Atlanta Police Department	300	Atlanta	GA	Law Enforcement	New Contract	1	B
1201	Chabot-Las Posias CCD	900	Pleasanton	CA	Law Enforcement	New Contract	6	D
1202	Ravalli County Sheriff's Department	902	Hamilton	MT	Law Enforcement	New Contract	4	D
1203	Gainesville Police Dept.	300	Gainesville	TX	Law Enforcement	New Contract	5	A
1204	City of Sierra Madre	900	Sierra Madre	CA	Law Enforcement	New Contract	6	A
1205	Franklin County Sheriff's Office	902	Pasco	WA	Law Enforcement	New Contract	5	D
1206	Okeechobee City Police Dept.	300	Okeechobee	FL	Law Enforcement	New Contract	6	D
1207	Maryland State Police	100	Jessup	MD	Law Enforcement	New Contract	1	A
1208	Manchester Police Dept.	100	Manchester	CT	Law Enforcement	New Contract	3	B
1209	The Town of Eatonville	300	Eatonville	FL	Law Enforcement	New Contract	6	B

1210	Clark County Treasurer's Office	900	Las Vegas	NV	Law Enforcement	New Contract	1	A
1211	The Commonwealth of Massachusetts/Surplus P	100	Boston	MA	Law Enforcement	New Contract	1	B
1212	Bonner County Sheriff's Department	902	Sandpoint	ID	Law Enforcement	New Contract	4	D
1213	City of Kokomo Police Dept.	600	Kokomo	IN	Law Enforcement	New Contract	3	A
1214	West Lafayette Police Dept.	600	West Lafayette	IN	Law Enforcement	New Contract	5	A
1215	City of Chowchilla Police Department	900	Chowchilla	CA	Law Enforcement	New Contract	6	B
1216	City of Oklahoma City	300	Oklahoma City	OK	Law Enforcement	New Contract	1	A
1217	Linn County Sheriff's Office	902	Albany	OR	Law Enforcement	New Contract	3	C
1218	The City of Champlin, Mn.	600	Champlin	MN	Law Enforcement	New Contract	5	C
1219	City of Cle Elum, WA	902	Cle Elum	WA	Law Enforcement	New Contract	6	D
1220	San Luis Obispo Co. Drug Task Force	900	San Luis Obispo	CA	Law Enforcement	New Contract	5	C
1221	Forest Hill Police Department	300	Forest Hill	TX	Law Enforcement	New Contract	6	A
1222	Torrington Police Department	100	Torrington	CT	Law Enforcement	New Contract	4	B
1223	The City of North Little Rock	300	North Little Rock	AR	Law Enforcement	New Contract	3	A
1224	The Town of Monument Colorado	900	Monument	CO	Law Enforcement	New Contract	6	C
1225	Moab City, UT	900	Moab City	UT	Law Enforcement	New Contract	6	D
1226	Town of Woodway Police Department	902	Woodway	WA	Law Enforcement	New Contract	6	A
1227	The City of Fridley, Mn.	600	Fridley	MN	Law Enforcement	New Contract	5	C
1228	Kenville Police Department	300	Kenville	TX	Law Enforcement	New Contract	4	A
1229	Anne Arundel County Police Department	100	Millersville	MD	Law Enforcement	New Contract	1	A
1230	Village of Bartlett Police Department	600	Bartlett	IL	Law Enforcement	New Contract	4	D
1231	St. Louis County Sherifff's Office	600	Duluth	MN	Law Enforcement	New Contract	3	C
1232	Mishawaka Police Dept.	600	Mishawaka	IN	Law Enforcement	New Contract	4	A
1233	Cripple Creek-Victor School District	900	Mission Viejo	CA	Law Enforcement	PR Owned Items	5	C
1234	The City of Elmira Police Dept.	100	Elmira	NY	Law Enforcement	New Contract	3	D
1235	Mundelein Village Police Department	600	Mundelein	IL	Law Enforcement	New Contract	5	D
1236	Cambridge Police Department	100	Cambridge	MA	Law Enforcement	New Contract	3	B
1237	Glendale Heights Police Department	600	Glendale Heights	IL	Law Enforcement	New Contract	4	D
1238	City of Ketchum, ID	902	Ketchum	ID	Law Enforcement	New Contract	6	D
1240	The Town of Weymouth Police Department	100	Weymouth	MA	Law Enforcement	New Contract	3	B
1241	Twp. of Howell Police Department	100	Howell	NJ	Law Enforcement	New Contract	4	A
1242	Village of McCook Police Department	600	McCook	IL	Law Enforcement	New Contract	6	D
1243	Cedar Hill Police Department	300	Cedar Hill	TX	Law Enforcement	New Contract	4	A
1244	The City of Eagan Police Department	600	Eagan	MN	Law Enforcement	New Contract	4	C
1245	Village of Cary Police Department	600	Cary	IL	Law Enforcement	New Contract	6	D
1246	Belmont Police Department	900	Belmont	CA	Law Enforcement	New Contract	6	D
1247	Linn County Sheriff's Office	600	Cedar Rapids	IA	Law Enforcement	New Contract	3	B
1248	Seagoville Police Department, TX	300	Seagoville	TX	Law Enforcement	New Contract	6	A
1249	Village of Roselle Police Department	600	Roselle	IL	Law Enforcement	New Contract	5	D
1250	Little Egg Harbor Twp Police Department	100	Little Egg Harbor	NJ	Law Enforcement	New Contract	5	A
1251	Hammond Police Department	600	Hammond	IN	Law Enforcement	New Contract	3	A
1252	Rowlett Police Department	300	Rowlett	TX	Law Enforcement	New Contract	4	A
1253	City of Humble	300	Humble	TX	Law Enforcement	New Contract	4	A
1254	City of Hesperia	900	Hesperia	CA	Law Enforcement	New Contract	6	A
1255	Countryside Police Department	600	Countryside	IL	Law Enforcement	New Contract	6	D
1256	Falmouth Police Department	100	Falmouth	MA	Law Enforcement	New Contract	4	B
1257	Churchill County Sheriff's Office	900	Fallon	NV	Law Enforcement	New Contract	5	B
1258	Town of Brownsburg Police Department	600	Brownsburg	IN	Law Enforcement	New Contract	5	A
1259	Chula Vista Police Department	900	Chula Vista	CA	Law Enforcement	New Contract	3	B

1260	Franklin Park Police Department	600	Franklin Park	IL	Law Enforcement	New Contract	4	D
1261	The City of Aventura	300	Aventura	FL	Law Enforcement	New Contract	4	D
1262	Town of Payson	900	Payson	AZ	Law Enforcement	New Contract	5	A
1263	Plainsboro Township	100	Plainsboro	NJ	Law Enforcement	New Contract	5	A
1264	New River Regional Drug Task Force	100	Christiansburg	VA	Law Enforcement	New Contract	6	A
1265	Rockingham County Sheriff's Office	100	Brentwood	NH	Law Enforcement	New Contract	5	C
1266	Bloomfield Township Police Dept.	600	Bloomfield Hills	MI	Law Enforcement	New Contract	4	A
1267	Cumberland County Sheriff's Office	100	Portland	ME	Law Enforcement	New Contract	4	C
1268	Kane County Sheriff's Office	600	St. Charles	IL	Law Enforcement	New Contract	3	D
1269	Victoria Police Department	300	Victoria	TX	Law Enforcement	New Contract	4	A
1270	West Reading Police Department	100	West Reading	PA	Law Enforcement	New Contract	6	C
1271	Village of Brockport Police Dept.	100	Brockport	NY	Law Enforcement	New Contract	6	D
1272	Lino Lakes Police Department	600	Lino Lakes	MN	Law Enforcement	New Contract	6	C
1273	Riverside Police Department	600	Riverside	OH	Law Enforcement	New Contract	5	A
1274	Cowlitz County Corrections Dept.	902	Longview	WA	Law Enforcement	New Contract	4	B
1275	Nicollet County Sheriff's Office	600	St. Peter	MN	Law Enforcement	New Contract	5	C
1276	The City of Tamarac, Fl.	300	Tamarac	FL	Law Enforcement	New Contract	8	D
1277	Hamilton County Sheriff's Office	300	Chattanooga	TN	Law Enforcement	New Contract	3	B
1278	Cripple Creek Police Department	900	Cripple Creek	CO	Law Enforcement	New Contract	6	C
1280	Woodburn Police Dept.	902	Woodburn	OR	Law Enforcement	New Contract	5	C
1281	Inglewood Police Department	900	Inglewood	CA	Law Enforcement	New Contract	3	A
1282	New Brighton Police Department	600	New Brighton	MN	Law Enforcement	New Contract	5	C
1283	Barstow Police Department	900	Barstow	CA	Law Enforcement	New Contract	5	A
1284	The Director of Finance	100	Baltimore	MD	Law Enforcement	New Contract	1	A
1285	Rothschild Police Department	600	Rothschild	WI	Law Enforcement	New Contract	6	C
1286	Tillamook County Sheriff's Office	902	Tillamook	OR	Law Enforcement	New Contract	4	C
1287	Reedsport Police Department	902	Reedsport	OR	Law Enforcement	New Contract	6	C
1288	Logan Twp. Police Department	100	Logan Twp.	NJ	Law Enforcement	New Contract	6	A
1289	Murfreesboro Police Department	300	Murfreesboro	TN	Law Enforcement	New Contract	3	B
1290	Rochester Police Department	100	Rochester	NH	Law Enforcement	New Contract	4	C
1291	Salisbury Police Department	100	Salisbury	MA	Law Enforcement	New Contract	6	B
1292	Port Authority NY/NJ	100	New York	NY	Law Enforcement	New Contract	1	D
1293	Lane County Sheriff's Office	902	Eugene	OR	Law Enforcement	New Contract	4	C
1294	Benton County Sheriff's Office	902	Kennewick	WA	Law Enforcement	New Contract	4	D
1295	Springfield Police Department	100	Springfield	MA	Law Enforcement	New Contract	2	B
1296	Overland Park Police Dept.	600	Overland Park	KS	Law Enforcement	New Contract	3	B
1297	Lake Mills Police Department	600	Lake Mills	WI	Law Enforcement	New Contract	6	C
1298	Dayton Police Department	600	Dayton	OH	Law Enforcement	New Contract	3	A
1299	Fruitport Police Department	600	Fruitport	MI	Law Enforcement	New Contract	6	A
1300	City of Fort Worth Police Department	300	Fort Worth	TX	Law Enforcement	New Contract	1	A
1301	Council Bluffs Police Dept.	600	Council Bluffs	IA	Law Enforcement	New Contract	3	B
1302	Ovilla Police Department	300	Ovilla	TX	Law Enforcement	New Contract	6	A
1303	Grass Valley Police Department	900	Grass Valley	CA	Law Enforcement	New Contract	6	B
1304	Willows Police Department	900	Willows	CA	Law Enforcement	New Contract	6	B
1305	Town of Clarkstown Police Department	100	New City	NY	Law Enforcement	New Contract	3	D
1306	Alachua County Sheriff's Office	300	Gainesville	FL	Law Enforcement	New Contract	3	B
1307	The City of Newburgh Police Dept.	100	Newburgh	NY	Law Enforcement	New Contract	3	D
1308	The Durango Police Dept.	900	Durango	CO	Law Enforcement	New Contract	4	C
1309	Strongsville Police Department	100	Strongsville	OH	Law Enforcement	New Contract	4	C
1310	Artesia Police Department	900	Artesia	NM	Law Enforcement	New Contract	5	A
1311	DeSoto County Sheriff's Office	300	Arcadia	FL	Law Enforcement	New Contract	4	D
1312	Tumwater Police Dept.	902	Tumwater	WA	Law Enforcement	New Contract	5	B
1313	Redford Police Department	600	Redford	MI	Law Enforcement	New Contract	4	A
1314	Draper City Police Dept.	900	Draper	UT	Law Enforcement	New Contract	5	D
1315	Marengo Police Department	600	Marengo	IL	Law Enforcement	New Contract	6	D

1316	Brook Park Police Department	100	Brook Park	OH	Law Enforcement	New Contract	8	C
1317	Seaside Park Police Department	100	Seaside Park	NJ	Law Enforcement	New Contract	6	A
1318	Los Alamos County Police Dept.	900	Los Alamos	NM	Law Enforcement	New Contract	5	A
1319	Williamsport Bureau of Police	100	Williamsport	PA	Law Enforcement	New Contract	4	C
1320	Larimer County Sheriff's Office	900	Fort Collins	CO	Law Enforcement	New Contract	3	C
1321	Story County Sheriff's Office	600	Nevada	IA	Law Enforcement	New Contract	4	B
1322	Franklin Police Department	100	Franklin	MA	Law Enforcement	New Contract	5	B
1323	Cranberry Township Police Dept.	100	Cranberry Township	PA	Law Enforcement	New Contract	5	C
1324	Saratoga Springs Police Department	100	Saratoga Springs	NY	Law Enforcement	New Contract	4	D
1325	Jefferson County Sheriff's Office	300	Pine Bluff	AR	Law Enforcement	New Contract	4	A
1326	Wall Twp Fire Commission Fire Dist. #3	100	Allenwood	NJ	Law Enforcement	New Contract	8	A
1327	Ozaukee County Sheriff's Office	600	Port Washington	WI	Law Enforcement	New Contract	4	C
1328	Roswell Police Department	300	Roswell	GA	Law Enforcement	New Contract	3	B
1329	Brick Twp Police Department	100	Brick Twp	NJ	Law Enforcement	New Contract	3	A
1330	Pierce County Sheriff's Dept.	600	Ellsworth	WI	Law Enforcement	New Contract	4	C
1331	Jacksonville Aviation Authority	300	Jacksonville	FL	Law Enforcement	New Contract	5	B
1332	Downey Police Department	900	Downey	CA	Law Enforcement	New Contract	3	A
1333	Perrysburg Police Department	600	Perrysburg	OH	Law Enforcement	New Contract	5	A
1334	Grand Blanc Police Department	600	Grand Blanc	MI	Law Enforcement	New Contract	5	A
1335	Broadmoor Police Department	900	Broadmoor	CA	Law Enforcement	New Contract	6	D
1336	Hardeeville Police Department	300	Hardeeville	SC	Law Enforcement	New Contract	6	B
1337	Roseville Police Dept.	600	Roseville	MN	Law Enforcement	New Contract	4	C
1338	Fort Smith Police Dept.	300	Fort Smith	AR	Law Enforcement	New Contract	3	A
1339	Parma Police Department	100	Parma	OH	Law Enforcement	New Contract	4	C
1340	Tillamook Police Department	902	Tillamook	OR	Law Enforcement	New Contract	6	C
1341	Shakopee Police Department	600	Shakopee	MN	Law Enforcement	New Contract	5	C
1342	Forsyth County Sheriff's Office	300	Winston-Salem	NC	Law Enforcement	New Contract	3	B
1343	Marina Police Department	900	Marina	CA	Law Enforcement	New Contract	5	C
1344	Lindon City Police Department	900	Lindon City	UT	Law Enforcement	New Contract	6	D
1345	The Racine Police Department	600	Racine	WI	Law Enforcement	New Contract	3	C
1346	The Village of Rockville Centre Police Dept	100	Rockville Centre	NY	Law Enforcement	New Contract	3	D
1347	Chesterfield Cty PD/Asset Forfeitures Div.	100	Chesterfield	VA	Law Enforcement	New Contract	2	A
1348	Maplewood Police Dept.	600	Maplewood	MN	Law Enforcement	New Contract	4	C
1349	Lonsdale Police Department	600	Lonsdale	MN	Law Enforcement	Capital Asset Silver	6	
1350	Pima County Sheriff's Dept.	900	Tucson	AZ	Law Enforcement	New Contract	2	A
1352	Elmhurst Police Department	600	Elmhurst	IL	Law Enforcement	New Contract	5	D
1353	Bethany Police Department	300	Bethany	OK	Law Enforcement	New Contract	5	A
1354	OSU - Tulsa Police Department	300	Tulsa	OK	Law Enforcement	New Contract	5	A
1355	East Pierce Fire and Rescue	902	Bonney Lake	WA	Law Enforcement	New Contract	5	A
1356	University of South Florida Police Dept/Tam	300	Tampa	FL	Law Enforcement	New Contract	4	D
1357	Red Wing Police Department	600	Red Wing	MN	Law Enforcement	New Contract	5	C
1358	St. Croix County Sheriff's Dept.	600	Hudson	WI	Law Enforcement	New Contract	4	C
1360	Mount Rainier Police Department	100	Mount Rainier	MD	Law Enforcement	New Contract	6	A
1361	Richmond Hills Police Department	300	Richmond Hills	GA	Law Enforcement	New Contract	6	B
1362	Corpus Christi Police Department	300	Corpus Christi	TX	Law Enforcement	New Contract	2	A
1363	San Marino Police Department	900	San Marino	CA	Law Enforcement	New Contract	6	A
1364	UCLA Police Department	900	Los Angeles	CA	Law Enforcement	New Contract	4	A
1365	Cockrell Hill Police Department	300	Cockrell Hill	TX	Law Enforcement	New Contract	6	A
1366	Union City Police Department	900	Union City	CA	Law Enforcement	New Contract	4	C
1367	Malheur County Sheriff's Office	902	Vale	OR	Law Enforcement	New Contract	5	D
1369	Winston Police Dept.	902	Winston	OR	Law Enforcement	New Contract	6	C
1370	Milledgeville Police Department	300	Milledgeville	GA	Law Enforcement	New Contract	5	B
1371	Washington County Sheriff	600	Blair	NE	Law Enforcement	New Contract	4	B
1372	Napa Police Department	900	Napa	CA	Law Enforcement	New Contract	3	D

1373	Fredericksburg Police Department	100	Fredericksburg	VA	Law Enforcement	New Contract	3	A
1374	Auburn Police Department	100	Auburn	MA	Law Enforcement	New Contract	5	B
1375	Plainfield Police Department	600	Plainfield	IL	Law Enforcement	New Contract	5	D
1376	Town of Cornwall PD	100	Cornwall	NY	Law Enforcement	New Contract	6	D
1377	Cottage Grove Police Department	600	Cottage Grove	MN	Law Enforcement	New Contract	5	C
1378	Bloomington Police Department	600	Bloomington	IL	Law Enforcement	New Contract	3	D
1379	Gulfport Police Department	300	Gulfport	MS	Law Enforcement	New Contract	3	A
1380	Forsyth County Sheriff's Office	300	Cumming	GA	Law Enforcement	New Contract	3	B
1381	Virginia Police Department	600	Virginia	MN	Law Enforcement	New Contract	5	C
1382	Town of Manlius Police Dept.	100	Manlius	NY	Law Enforcement	New Contract	5	D
1383	Clinton Police Dept.	600	Clinton	IA	Law Enforcement	New Contract	4	B
1384	Fairview Police Department	100	Fairview	NJ	Law Enforcement	New Contract	5	A
1386	Colma Police Department	900	Colma	CA	Law Enforcement	New Contract	6	D
1387	Virginia Beach Police Department	100	Virginia Beach	VA	Law Enforcement	New Contract	1	A
1388	Freeport Police Department	600	Freeport	IL	Law Enforcement	New Contract	4	D
1389	Kings Mountain Police Department	300	Kings Mountain	NC	Law Enforcement	New Contract	5	B
1390	City of Albany	900	Albany	CA	Law Enforcement	New Contract	4	D
1391	Highland Park Police Department	300	Highland Park	TX	Law Enforcement	New Contract	4	A
1392	Tulsa County Sheriff's Office	300	Tulsa	OK	Law Enforcement	New Contract	3	A
1393	Scotch Plains Police Department	100	Scotch Plains	NJ	Law Enforcement	New Contract	5	
1394	San Antonio Police Department	300	San Antonio	TX	Law Enforcement	New Contract	1	A
1395	The Town of Lakeview, Or.	902	Lakeview	OR	Law Enforcement	New Contract	6	C
1396	Lakeland Police Dept. Explorer Post #602	300	Lakeland	FL	Law Enforcement	New Contract	3	D
1397	City of Sandy Springs Police Dept.	300	Sandy Springs	GA	Law Enforcement	New Contract	3	B
1398	The City of Ft. Walton Beach	300	Ft. Walton Beach	FL	Law Enforcement	New Contract	4	B
1399	The City of Lehi City, UT	900	Lehi	UT	Law Enforcement	New Contract	6	D
1400	The Borough of Emerson	100	Emerson	NJ	Law Enforcement	New Contract	6	A
1401	City of Escalon Police Dept.	900	Escalon	CA	Law Enforcement	New Contract	6	D
1402	Columbia County Sheriff's Office	300	Lake City	FL	Law Enforcement	New Contract	3	B
1403	Ontario County Sheriff's Office	100	Canadaigua	NY	Law Enforcement	New Contract	3	D
1404	City of Cheyenne Police Dept.	900	Cheyenne	WY	Law Enforcement	New Contract	4	D
1406	Coos Bay Police Department	902	Coos Bay	OR	Law Enforcement	New Contract	5	C
1407	Van Buren Twp. Police Department	600	Belleville	MI	Law Enforcement	New Contract	5	A
1408	The City of Inver Grove Heights	600	Inver Grove Heights	MN	Law Enforcement	New Contract	5	C
1409	Cherokee County Sheriff's Office	300	Canton	GA	Law Enforcement	New Contract	3	B
1410	Citrus Heights Police Department	900	Citrus Heights	CA	Law Enforcement	New Contract	4	B
1411	Northville Twp. Police Department	600	Northville	MI	Law Enforcement	New Contract	5	A
1412	Romulus Police Department	600	Romulus	MI	Law Enforcement	New Contract	4	A
1413	The City of Greeley, CO	900	Greeley	CO	Law Enforcement	New Contract	3	C
1414	City of Coachella	900	Coachella	CA	Law Enforcement	New Contract	8	
1415	Vernon Hills Police Department	600	Vernon Hills	IL	Law Enforcement	New Contract	5	D
1416	North Carolina A&T State Univ. Police Dept.	300	Greensboro	NC	Law Enforcement	New Contract	5	B
1417	Village of Lake in the Hills Police Dept.	600	Lake in the Hills	IL	Law Enforcement	New Contract	5	D
1418	The City of Cedar Falls, IA	600	Cedar Falls	IA	Law Enforcement	New Contract	4	B
1419	Lake Havasau City Police Department	900	Lake Havasau City	AZ	Law Enforcement	New Contract	3	A
1420	Waite Park Police Dept.	600	Waite Park	MN	Law Enforcement	New Contract	6	C
1421	Sebastopol Police Department	900	Sebastopol	CA	Law Enforcement	New Contract	6	D
1422	City of Brawley Police Department	900	Brawley	CA	Law Enforcement	New Contract	5	B
1423	City of Johns Creek Police Dept.	300	Johns Creek	GA	Law Enforcement	New Contract	4	B
1424	Gig Harbor Police Department	902	Gig Harbor	WA	Law Enforcement	New Contract	6	B
1425	The City of Burnsville, MN	600	Burnsville	MN	Law Enforcement	New Contract	4	C

1426	Emporia Police Department	600	Emporia	KS	Law Enforcement	New Contract	4	B
1427	Rogers Police Department	300	Rogers	AR	Law Enforcement	New Contract	3	A
1428	Village of Romeoville Police Department	600	Romeoville	IL	Law Enforcement	New Contract	5	D
1429	West Seneca Police Department	100	West Seneca	NY	Law Enforcement	New Contract	4	D
1430	Ottumwa Police Department	600	Ottumwa	IA	Law Enforcement	New Contract	5	B
1431	The City of Peabody, MA.	100	Peabody	MA	Law Enforcement	New Contract	3	B
1432	City of Evanston Police Department	600	Evanston	IL	Law Enforcement	New Contract	3	D
1433	Township of Coloma Police Department	600	Coloma	MI	Law Enforcement	New Contract	6	A
1434	The City of Prior Lake, MN	600	Prior Lake	MN	Law Enforcement	New Contract	5	C
1435	Valparaiso Police Department	600	Valparaiso	IN	Law Enforcement	New Contract	5	A
1436	The Town of Littleton, NH	100	Littleton	NH	Law Enforcement	New Contract	6	C
1437	Kenosha County Courthouse	600	Kenosha	WI	Law Enforcement	New Contract	8	C
1438	City of Utica Police Department	600	Utica	MI	Law Enforcement	New Contract	6	A
1439	City of San Luis Obispo	900	San Luis Obispo	CA	Law Enforcement	New Contract	5	C
1440	City of Northwood Police Department	600	Northwood	OH	Law Enforcement	New Contract	6	A
1441	Village of Palatine Police Department	600	Palatine	IL	Law Enforcement	New Contract	3	D
1442	Village of Oswego Police Department	600	Oswego	IL	Law Enforcement	New Contract	5	D
1443	The City of Conway. AR.	300	Conway	AR	Law Enforcement	New Contract	3	A
1444	Rhaway Police Department	100	Rahway	NJ	Law Enforcement	New Contract	4	A
1445	Dinwiddie County Sheriff's Office	100	Dinwiddie	VA	Law Enforcement	New Contract	4	A
1446	White Lake Twp Police Department	600	White Lake	MI	Law Enforcement	New Contract	5	A
1447	DuPage Public Safety Communications	600	Glendale Heights	IL	Law Enforcement	New Contract	7	D
1448	City of Hilliard	600	Hilliard	OH	Law Enforcement	New Contract	5	A
1449	Eastlake Police Department	100	Eastlake	OH	Law Enforcement	New Contract	5	C
1450	The Town of Jaffrey, NH	100	Jaffrey	NH	Law Enforcement	New Contract	6	
1451	The City of Easton, PA.	100	Easton	PA	Law Enforcement	New Contract	4	
1452	Village of LeRoy, NY	100	LeRoy	NY	Law Enforcement	New Contract	6	D
1453	Santa Paula Police Department	900	Santa Paula	CA	Law Enforcement	New Contract	5	A
1454	Town of Wayland, MA.	100	Wayland	MA	Law Enforcement	New Contract	5	
1455	Teller County Sheriff's Office	900	Divide	CO	Law Enforcement	New Contract	4	C
1456	Mendocino County Sheriff's Office	900	Ukiah	CA	Law Enforcement	New Contract	3	D
1457	San Anselmo Police Department	900	San Anselmo	CA	Law Enforcement	New Contract	6	D
1458	Borough of Ramsey Police Dept.	100	Ramsey	NJ	Law Enforcement	New Contract	5	
1459	The City of Toledo, OR	902	Toledo	OR	Law Enforcement	New Contract	6	
1460	City of Merced Police Department	900	Merced	CA	Law Enforcement	New Contract	3	
4000	Multi-Agency Grouping	900	Mission Viejo	CA	Law Enforcement	New Contract	0	
5000	Target Logistics	900			Liquidator	Old Contract	0	
5001	Darold Allen	900			Liquidator	Old Contract	6	
5002	Viacom Productions Inc.	900	Los Angeles	CA	Liquidator	Viacom	0	
5003	Paramount Pictures Feature Division	900	Los Angeles	CA	Other	New Contract	6	A
5004	Amalgamated Procurement Services Inc.	300	Aiken	SC	Liquidator	New Contract	0	
5005	CBS Paramount Network Television	900	Los Angeles	CA	Liquidator	New Contract	6	D
5006	Frontier Equity Properties LLC	900	Scottsdale	AZ	Other	3rd Party Vendors	6	
5006	Frontier Equity Properties LLC	900	Scottsdale	AZ	Other	3rd Party Vendors	6	
5007	Ningbo Jite Power Tools	900			Property Room Purchased Goods	PR Owned Items	6	A
5008	Olympia Tools	900			Property Room Purchased Goods	PR Owned Items	6	
5009	Kash Promotion Limited	900	Wanchai, Hong Kong		Liquidator	New Contract	6	A
5010	Carol Ann Martin	100	Southold	NY	Other	3rd Party Vendors		
5011	Pro Tech Group	900			Property Room Purchased Goods	PR Owned Items	6	

5012	United Outlet Center	900			Property Room Purchased Goods	PR Owned Items	6	
5013	Essex Technology Group	900			Liquidator	New Contract	6	
5014	Got Junk LA	900			Liquidator	New Contract	6	
5015	Got Junk – San Diego	900			Liquidator	New Contract	6	
5016	Sunny West Hawaiian	900			Property Room Purchased Goods	PR Owned Items	6	
5017	Quality Products	900	cameron park	CA	Other	3rd Party Vendors	0	
5018	Property Bureau	900	Mission Viejo	CA	Property Room Purchased Goods	PR Owned Items	0	
5019	Blair Corp.	900	Irvine	CA	Property Room Purchased Goods	PR Owned Items	0	
5020	HiTech Component Distributors	900	Los Angeles	CA	Other	3rd Party Vendors	6	
5021	Manin Distributing	900	Glenside	PA	Property Room Purchased Goods	PR Owned Items	6	
5022	Gibson USA	900	Commerce	CA	Property Room Purchased Goods	PR Owned Items	6	
5023	Only Quality 1	600	Winfield	IL	Other	3rd Party Vendors		
5024	Absolute Auctions/Neiman's	900	Costa Mesa	CA	Other	3rd Party Vendors	0	A
5025	Always At Market	900	Carrollton	TX	Other	3rd Party Vendors	0	
5026	Buzztech	900	Tampa	FL	Other	3rd Party Vendors		
5027	Cellular Network Corp	900	Nanuet	NY	Other	3rd Party Vendors		
5028	R A Hobby (2940)	900	Simpsonville	MD	Other	3rd Party Vendors	0	A
5029	Peer Mohamed -TaajGroup (2881)	900	Annandale	NJ	Other	3rd Party Vendors	0	A
5030	Gem Affair	900	Largo	FL	Other	3rd Party Vendors		
5031	Maps of The Past	600	Bloomington	IN	Other	3rd Party Vendors		
5032	Advantage Computers	900			Other	3rd Party Vendors		
5033	Direct Gaming	900	fullerton	CA	Other	3rd Party Vendors	0	
5034	OLD Taaj Group	900	Annandale	NJ	Other	3rd Party Vendors		
5035	YES Digital	900	EL DORADO HILLS	CA	Other	3rd Party Vendors		
5036	Xtremedeal4u (3015)	900	Lancaster	PA	Other	3rd Party Vendors	0	C
5037	ND Wholesale (3019)	600	Randolph	KS	Other	3rd Party Vendors	0	B
5038	TheAVSGroup (3020)	900	Baltimore	MD	Other	3rd Party Vendors	0	A
5039	Bargain Buyers Software	900	Cincinnati	OH	Other	3rd Party Vendors		
5040	Paintball 365	900	East Walpole	MA	Other	3rd Party Vendors		
5041	Duchi International Inc	900	Sharon	MA	Other	3rd Party Vendors		
5042	SEOutdoors	900	East Walpole	MA	Other	3rd Party Vendors		
5043	Audio Blowouts	900			Other	3rd Party Vendors		
5044	Volcanogames	900	Elizabeth City	NC	Other	3rd Party Vendors		
5045	Rocket Auctions	900	HONOLULU	HI	Other	3rd Party Vendors		
5046	Diamond & Gemstone Promotional Jewelry Inc	900	Los Angeles	CA	Other	3rd Party Vendors		
5047	CSR Technologies	900	Cincinnati	OH	Other	3rd Party Vendors	0	
5048	Infinity DVD	900	McKinney	TX	Other	3rd Party Vendors		
5049	Rosdebor International	900	Langhorne	PA	Other	3rd Party Vendors		
5050	Government Auctions/SIB Real Estate	900			Other	3rd Party Vendors		
5051	International Bureau of Numismatics	600	West St Paul	MN	Other	3rd Party Vendors		
5052	Halo Eyewear	900			Property Room Purchased Goods	3rd Party Vendors		
5053	Global Land Source, LLC	900	Portland	OR	Other	3rd Party Vendors	0	C
5054	Piratewarehouse	900	Old Saybrook	CT	Other	3rd Party Vendors		
5055	PropertyRoomSales	900			Other	3rd Party Vendors		
5056	P & P Sales	900	Los Angeles	CA	Other	3rd Party Vendors		
5057	Allied Reclamation Services Inc. (3350)	900	Toronto	ON	Other	3rd Party Vendors	0	A
5058	JPP Technologies	900	Smithtown	NY	Other	3rd Party Vendors		
5059	Buy 4 Less	900	Gold Hill	NC	Other	3rd Party Vendors		
5060	ARTISFORFUN	900	Riverview	FL	Other	3rd Party Vendors		
5061	Morins Coins	900	Berlin	NH	Other	3rd Party Vendors		
5062	Hanzoswords	900	New Port Richey	FL	Other	3rd Party Vendors		
5063	Gp Imports	900	bay harbor islands	FL	Other	3rd Party Vendors		
5064	Satus Group	900	Denver	CO	Other	3rd Party Vendors		
5065	Government Auctions/SIB Real Estate	900			Other	3rd Party Vendors		
5066	Shoe Metro	900	San Diego	CA	Other	3rd Party Vendors		
5067	Hira Jewels	900	BANGRAK	CA	Other	3rd Party Vendors		
5068	Bubblefast, LLC	600		IL	Other	3rd Party Vendors		

5069	JewelryAuctions.TV Inc.	900	Manhasset	NY	Other	3rd Party Vendors		
5070	Stephens General Merchandise	900	Groveton	TX	Other	3rd Party Vendors	0	
5071	WholesaleEarth.com	900	Bakersfield	CA	Other	3rd Party Vendors		
5072	Rug Quest	900	Great Neck	NY	Other	3rd Party Vendors		
5073	Eastcoast Digital Discounts	900	Marion	NY	Other	Old Contract	0	A
5074	Sports Collectibles Inc., Storage Closeouts	0	Chattanooga	TN	Other	New Contract	0	A
5075	Shenoa & Co.	900	New York	NY	Other	Old Contract	0	A
5076	NRG Innovation	0	City of Industry	CA	Other	New Contract	0	A
5077	ALERTSUPPLY	0	Lancaster	CA	Other	New Contract	0	A
5078	Big Texas Deals	0	Plano	TX	Other	New Contract	0	A
5079	Dyscern	0	Sterling	VA	Other	New Contract	0	A
5080	Auction Riot	0			Other	New Contract	0	A
5081	J&J Coins	0	Pueblo	CO	Liquidator	3rd Party Vendors	0	A
5082	Phoenix Trading Company	0	Needham	MA	Liquidator	3rd Party Vendors	0	B
5083	Luxury Estate Gems	0	Orlando	FL	Liquidator	3rd Party Vendors	0	A
5083	Luxury Estate Gems	0	Orlando	FL	Liquidator	3rd Party Vendors	0	A
5084	A&H Innovations	0	Tarzana	CA	Liquidator	3rd Party Vendors	0	A
5085	Columbus Art Gallery	0	Van Nuys	CA	Liquidator	3rd Party Vendors	0	A
5086	USR	0			Liquidator	3rd Party Vendors	0	
5087	Neiman's Surplus	900	Irvine	CA	Liquidator	Merchants	0	
5088	World Pacific Jewelry	600	Westmont	IL	Liquidator	Hybrid 85/15 Cost Recover 50/50	0	
5089	World Pacific Jewelry- Fine Jewelry	600	Westmont	IL	Liquidator	World Pacific Jewelry	0	
5090	World Pacific Jewelry- Costume & Fashion Je	600	Westmont	IL	Liquidator	World Pacific Jewelry	0	
5091	World Pacific Jewelry- Loose Gemstones	600	Westmont	IL	Liquidator	World Pacific Jewelry	0	
5092	Channel Velocity	600	Chicago	IL	Other	Merchants	0	
5093	World Jewelry Outlet.com	900	City of Commerce	CA	Liquidator	World Pacific Jewelry	0	
5100	Forte Lighting	900			Liquidator	Old Contract	0	
5101	Lite Source	900			Liquidator	Old Contract	0	
5102	Topics Entertainment, Inc	900			Liquidator	Old Contract	0	
5103	Aother Line, Inc	900			Liquidator	Old Contract	0	
5104	Aladdin Systems	900			Liquidator	Old Contract	0	
5105	De La Cruz Golf	900			Liquidator	Old Contract	0	
5106	Neiman's Surplus (Old Account)	900	Irvine	CA	Liquidator	New Contract	0	
5107	NextWorth Solutions, Inc.	900	Haverhill	MA	Liquidator	New Contract	0	
5108	Rosdebor Hybrid Cost Recover 50-50	900	Langhorne	PA	Liquidator	Hybrid Cost Recover 50/50	0	
5109	Rosdebor Hybrid 50-50	900	Langhorne	PA	Liquidator	Hybrid 50/50	0	
5110	National Gems	900	Brentwood	TN	Liquidator	National Gems	0	
5111	Philips Canada	100			Liquidator	Philips	6	
5112	GovernmentAuctions.com	900			Other	GovernmentAuctions.com	6	
5113	Arthur Yakubov	900	Rego Park	NY	Liquidator	Yacobov	6	
5114	Michael Nadiman	900	Los Angeles	CA	Liquidator	New Contract	6	
5115	Mark McDaniels	900	Eldensburg	MD	Liquidator	New Contract	6	
5116	Ken Cash	900	Colton	CA	Liquidator	New Contract	6	
5117	Stewart Investigations	300	Longwood	FL	Liquidator	New Contract	6	B
5118	Rick Robbins	900	Baltimore	MD	Liquidator	New Contract		
5119	J.F. Shea Co., Inc.	900	Walnut	CA	Liquidator	9500 Customers	6	A
5120	Reed Huy	900			Liquidator	9500 Customers		
5121	HandCrafting Justice Inc	100	Jamaica	NY	Other	9500 Customers	0	
5201	Rhino Mart	900	Santa Fe Springs	CA	Property Room Purchased Goods	PR Owned Items	5	
5202	American Eagle	300	Miami	FL	Property Room Purchased Goods	PR Owned Items	0	D
5203	Surplus Giant	900	Boca Raton	FL	Property Room Purchased Goods	PR Owned Items	0	D
5204	Chuangjia Toys Company	900			Property Room Purchased Goods	PR Owned Items		
5205	BTB Rocci Toys	900	Saddle Brook	NJ	Property Room Purchased Goods	PR Owned Items	5	A
5206	BTB Jackets	900	Saddle Brook	NJ	Property Room Purchased Goods	PR Owned Items	5	A
5207	BTB Tools	900	Saddle Brook	NJ	Property Room Purchased Goods	PR Owned Items	5	A
5208	BTB Housewares	900	Saddle Brook	NJ	Property Room Purchased Goods	PR Owned Items	5	A

5209 BTB Brass	900	Saddle Brook	NJ	Property Room Purchased Goods	PR Owned Items	5	A
5210 BTB Clothing	900			Property Room Purchased Goods	PR Owned Items		
5211 Allegro Manufacturing	900	Commerce	CA	Property Room Purchased Goods	PR Owned Items	0	A
5212 Nostalgic Images. Inc.	900			Property Room Purchased Goods	PR Owned Items		
5213 Coins-US	900			Property Room Purchased Goods	PR Owned Items		
5214 Coins-World	900			Property Room Purchased Goods	PR Owned Items		
5215 Currency	900			Property Room Purchased Goods	PR Owned Items		
5216 Metalworks	900			Property Room Purchased Goods	PR Owned Items		
5217 Handicraft Antique	900			Property Room Purchased Goods	PR Owned Items		
5218 Nightvison	900			Property Room Purchased Goods	PR Owned Items		
5219 Binocular	900			Property Room Purchased Goods	PR Owned Items		
5220 Crossbow	900			Property Room Purchased Goods	PR Owned Items		
5221 Rifle Scope	900			Property Room Purchased Goods	PR Owned Items		
5222 Golf Equipments	900			Property Room Purchased Goods	PR Owned Items		
5223 Hunting Gear	900			Property Room Purchased Goods	PR Owned Items		
5224 Nitro Gas Powered RC Vehicles & Airplanes	900			Property Room Purchased Goods	PR Owned Items		
5225 Power Tools	900			Property Room Purchased Goods	PR Owned Items		
5226 Cordless Tools	900			Property Room Purchased Goods	PR Owned Items		
5227 Hand Tools	900			Property Room Purchased Goods	PR Owned Items		
5228 Tool Accessories	900			Property Room Purchased Goods	PR Owned Items		
5229 Home Décor	900			Property Room Purchased Goods	PR Owned Items		
5230 Application	900			Property Room Purchased Goods	PR Owned Items		
5231 Cell Phones	900			Property Room Purchased Goods	PR Owned Items		
5232 PDA	900			Property Room Purchased Goods	PR Owned Items		
5233 Digital Camera	900			Property Room Purchased Goods	PR Owned Items		
5234 Men's Chains and Bracelets	900			Property Room Purchased Goods	PR Owned Items		
5235 Women's Neckleces	900			Property Room Purchased Goods	PR Owned Items		
5236 BTP Rugs	900	Saddle Brook	NJ	Property Room Purchased Goods	PR Owned Items	0	A
5237 VJ Rendano	900			Property Room Purchased Goods	PR Owned Items		
5238 Mid America Tools	100			Property Room Purchased Goods	PR Owned Items	0	A
5239 Jacobs Trading Hardware	600	Plymouth	MN	Property Room Purchased Goods	PR Owned Items	0	C
5240 Jacobs Trading Toys	600	Plymouth	MN	Property Room Purchased Goods	PR Owned Items	0	E
5241 TDW Closeouts	300	Sunrise	FL	Property Room Purchased Goods	PR Owned Items	0	D
5242 TDW Sears Tools	900	Sunrise	FL	Property Room Purchased Goods	PR Owned Items	0	D
5243 Via Trading	902	Vernon	CA	Property Room Purchased Goods	PR Owned Items	1	A
5244 Jacobs Trading 0 General Merchandise	0			Property Room Purchased Goods	PR Owned Items	0	A
5245 DollarDays International, LLC	0	Scottsdale	AZ	Liquidator	3rd Party Vendors	0	
5246 Diamond Depot Direct Inc.	901	Temecula	CA	Liquidator	3rd Party Vendors	0	
5247 Play It Again Sports	0	Norman	OK	Liquidator	3rd Party Vendors	0	

5248	Berkel Hybrid Cost Recover 50-50	900	Toronto	ON	Liquidator	Hybrid Cost Recover 50/50	0		
5249	Berkel Hybrid 50-50	900	Toronto	ON	Liquidator	Hybrid 50/50	0		
5250	South Coast Subaru	900	Costa Mesa	CA	Other	Hybrid 50/50	0	A	
5251	2kool4skool	900	Carlsbad	CA	Liquidator	3rd Party Vendors	0		
5252	Foothill Ranch Kids Foundation	900	Foothill Ranch	CA	Law Enforcement	Hybrid 50/50	6		
5253	Sandra Palmer	905	Northridge	CA	Law Enforcement	Capital Asset Gold	6		
5254	Equitable Title Services, LLC.	300	Orlando	FL	Other	New Contract	0		
5255	Brandon Woods	600	Williamsburg	KY	Other	Capital Asset Gold	6		
5256	Axiom Intell	300	Longwood	FL	Law Enforcement	New Contract	6		
5257	Moody Eissa	900	Mission Viejo	CA	Property Room Purchased Goods	PR Owned Items	0		
5258	Quality Art	0	Mission Viejo	CA	Liquidator	3rd Party Vendors	0		
5259	Juan Basurto	905	San Gabriel	CA	Other	Capital Asset Gold	6		
5260	Overload Stock	900	Mission Viejo	CA	Liquidator	3rd Party Vendors	0		
5261	Sandra Palmer	900	Northridge	CA	Other	New Contract	8		
5262	The Whales Tale	100	Long Beach	NY	Other	New Contract	0		
5263	Phill Backstrom	905	Fontana	CA	Other	Capital Asset Silver	8		
5264	Phill Backstrom	905	Fontana	CA	Other	Capital Asset Gold	8		
5265	Arts and Business Council of NY	100	New York	NY	Charity	Charity Contract	8	D	
5266	PropertyRoom Oak Street	0	Inglewood	CA	Other	New Contract	6		
5777	Product Test Series	900	Mission Viejo	CA	Property Room Purchased Goods	PR Owned Items	0		
5999	PropertyRoom Asset Relief	900	Mission Viejo	CA	Law Enforcement	Old Contract	0		
6001	King County Sheriff's Department	900	Seattle	WA	Law Enforcement	Old Contract	1	A	
6002	Glendora Police Department	900	Glendora	CA	Law Enforcement	Old Contract	5	A	
6003	County of Ventura (Fire)	900	Beaumont	TX	Law Enforcement	Old Contract	2	A	
6004	SCCNET	900	Soquel	CA	Law Enforcement	Old Contract	4	C	
6005	Pierce County Surplus	900	Tacoma	WA	Law Enforcement	Old Contract	3	B	
6006	Pierce County SIU	900	Tacoma	WA	Law Enforcement	Old Contract	3	B	
6007	Pierce County Lakewood Substation	900	Tacoma	WA	Law Enforcement	Old Contract	3	B	
6008	LA Probation	900	Monterey Park	CA	Law Enforcement	Old Contract	1	D	
6009	Maywood Police Explorer's	900	Maywood	CA	Law Enforcement	Old Contract	6	D	
6010	Sutter County Public Administrator	900	Yuba City	CA	Law Enforcement	Old Contract	5	D	
6011	Ventura GSA Procurement	900	Ventura	CA	Law Enforcement	Old Contract	2	A	
6012	Riverside Sheriff's Clark Training Center	900	Riverside	CA	Law Enforcement	Old Contract	1	A	
6013	Broward Forfeiture	900	Ft. Lauderdale	FL	Law Enforcement	Old Contract	1	D	
6014	Broward County Surplus	300	Ft. Lauderdale	FL	Law Enforcement	Old Contract	1	D	
6015	Culver City Police Department - Forfeitures	900	Culver City	CA	Law Enforcement	Old Contract	4	D	
6016	City of Bellevue/Eastside Narcotics Task Fo	902	Bellevue	WA	Law Enforcement	Old Contract	3	A	
6017	Des Moines Police Department	900	Des Moines	WA	Law Enforcement	Old Contract	5	A	
6018	Riverside County- Jurupa	900	Riverside	CA	Law Enforcement	Old Contract	1	A	
6019	Riverside County- Banning/Cabazon	900	Cabazon	CA	Law Enforcement	Old Contract	1	A	
6020	Riverside County- Hemet	900	Hemet	CA	Law Enforcement	Old Contract	1	A	
6021	Riverside County- Indio	900	Indio	CA	Law Enforcement	Old Contract	1	A	
6022	Riverside County- Lake Elsinore	900	Elsinore	CA	Law Enforcement	Old Contract	1	A	
6023	Riverside County- Perris	900	Perris	CA	Law Enforcement	Old Contract	1	A	
6024	Indianapolis Police Department	600	Indianapolis	IN	Law Enforcement	Old Contract	1	A	
6025	Marion County Sheriff's Dept. - Forfeiture	600	Indianapolis	IN	Law Enforcement	Old Contract	1	A	
6026	Marion County Sheriff's Dept. - General	600	Indianapolis	IN	Law Enforcement	Old Contract	1	A	
6027	Town of Melbourne Beach	900	Melbourne Beach	FL	Law Enforcement	Old Contract	6	D	
6028	Melbourne Beach Fire Department	900	Melbourne Beach	FL	Law Enforcement	Old Contract	6	D	
6029	Chino Police Department	900	Chino	CA	Law Enforcement	Old Contract	4	A	
6030	City of Lynnwood	900	Lynnwood	WA	Law Enforcement	Old Contract	5	A	
6031	City of Lynnwood	900	Lynnwood	WA	Law Enforcement	Old Contract	5	A	
6032	City of Lynnwood	900	Lynnwood	WA	Law Enforcement	Old Contract	5	A	
6033	City of Beaumont Texas	300	Beaumont	TX	Law Enforcement	Old Contract	3	A	
6034	Jacksonville Seizure	300	Jacksonville	FL	Law Enforcement	Old Contract	1	B	

6035	Town of Danville	900	Town Of Danville	CA	Law Enforcement	Old Contract	6	D
6036	Gwinnett County Police	900	Lawrenceville	GA	Law Enforcement	Old Contract	2	B
6037	Humboldt County Sheriff's Department	900	Eureka	CA	Law Enforcement	Old Contract	5	D
6038	Pasadena DOT	900	Pasadena	CA	Law Enforcement	Old Contract	2	A
6039	City of Edmonds	900	North Edmonds	WA	Law Enforcement	Old Contract	5	A
6040	City of Edmonds	902	North Edmonds	WA	Law Enforcement	Old Contract	5	A
6041	Toole Athletic Division	900	Tooele	UT	Law Enforcement	Old Contract	6	A
6042	San Diego County	900	San Diego	CA	Law Enforcement	New Contract	1	B
6043	Chandler Police Department - Seized	900	Chandler	AZ	Law Enforcement	New Contract	3	A
6044	Monterey County	900	Salinas	CA	Law Enforcement	New Contract	3	C
6045	Seattle	902	Seattle	WA	Law Enforcement	New Contract	1	A
6046	Manteca Police Department	900	Manteca	CA	Law Enforcement	New Contract	5	B
6047	Port Arthur Police Department	300	Port Arthur	TX	Law Enforcement	New Contract	4	A
6048	Do Not Call - Philadelphia DA	100	PHILADELPHIA	PA	Law Enforcement	New Contract	1	C
6049	Do Not Call - Philadelphia PD Impound	100	PHILADELPHIA	PA	Law Enforcement	New Contract	1	C
6050	Jacksonville Forfeiture	900	Jacksonville	FL	Law Enforcement	Old Contract	1	B
6051	City of Beaumont Public Works	900	Beaumont	CA	Law Enforcement	New Contract	6	A
6052	City of Beaumont Transit	900	Beaumont	CA	Law Enforcement	New Contract	6	A
6053	Orange County Sheriff Jewelry	900	Santa Ana	CA	Law Enforcement	Old Contract	1	C
6054	Honolulu Police Department Surplus	900	Honolulu	HI	Law Enforcement	New Contract	1	A
6055	city of Riverside Warehouse Surplus	900	Riverside	CA	Law Enforcement	New Contract	3	A
6056	This is City of Riverside Fleet	900	Riverside	CA	Law Enforcement	New Contract	3	A
6057	Covina Police Department	900	Covina	CA	Law Enforcement	New Contract	4	A
6058	Watsonville	900	Watsonville	CA	Law Enforcement	New Contract	5	C
6059	Humboldt County Asset Forfeitures	900	Eureka	CA	Law Enforcement	New Contract	5	D
6060	Mercer Island Marine Police	902	Mercer Island	WA	Law Enforcement	Old Contract	6	A
6061	Anaheim	900	Anaheim	CA	Law Enforcement	New Contract	2	C
6062	Tempe	900	Tempe	AZ	Law Enforcement	New Contract	3	A
6063	Tempe	900	Tempe	AZ	Law Enforcement	New Contract	3	A
6064	City of Plantation	300	Plantation	FL	Law Enforcement	New Contract	3	D
6065	Healdsburg	900	Healdsburg	CA	Law Enforcement	New Contract	6	D
6066	Ventura County Public Administrator/Public	900	Ventura	CA	Law Enforcement	New Contract	2	A
6067	Yonkers	100	Yonkers	NY	Law Enforcement	New Contract	2	D
6068	Hillsborough County Sheriff's Office	300	Tampa	FL	Law Enforcement	New Contract	1	D
6069	Kern	900	Bakersfield	CA	Law Enforcement	Old Contract	2	B
6070	Kirkland Police Department	902	Kirkland	WA	Law Enforcement	Old Contract	5	A
6071	Nicholasville Police Department	600	Nicholasville	KY	Law Enforcement	New Contract	5	A
6072	DuPont	902	DuPont	WA	Law Enforcement	New Contract	6	B
6073	Newark	900	Newark	CA	Law Enforcement	New Contract	6	C
6074	Calvert Co.	100	Prince Frederick	MD	Law Enforcement	New Contract	4	A
6075	Rochester Auto Pound	100	Rochester	NY	Law Enforcement	New Contract	2	D
6076	Turlock	900	Turlock	CA	Law Enforcement	New Contract	5	B
6077	Grant County INET	902	Ephrata	WA	Law Enforcement	New Contract	6	D
6078	Sunnyvale Police Department	900	Sunnyvale	CA	Law Enforcement	Old Contract	2	C
6079	Placer County	900	Tahoe City	CA	Law Enforcement	New Contract	3	B
6080	City of Fairfield	900	Fairfield	CA	Law Enforcement	Old Contract	4	D
6081	Fort Lauderdale Surplus	300	Ft. Lauderdale	FL	Law Enforcement	Old Contract	2	D
6082	Kansas City MO	600	Kansas City	MO	Law Enforcement	New Contract	1	B
6083	Placer County	900	Auburn	CA	Law Enforcement	New Contract	3	B
6084	Richland	902	Richland	WA	Law Enforcement	New Contract	5	D
6085	City of Brea Surplus	900	Brea	CA	Law Enforcement	New Contract	4	C
6086	Skagit Co. Interlocal Drug Enforcement Unit	902	Mount Vernon	WA	Law Enforcement	New Contract	5	A
6087	City of Atascadero Administrative Services	900	Atascadero	CA	Law Enforcement	New Contract	6	C
6088	Santa Cruz Police Department	900	Santa Cruz	CA	Law Enforcement	Old Contract	2	C
6089	San Joaquin County	900	French Camp	CA	Law Enforcement	New Contract	3	B
6090	LAPD Seizures	900	Los Angeles	CA	Law Enforcement	Old Contract	1	A
6091	City of Bellingham	902	Bellingham	WA	Law Enforcement	New Contract	3	A
6092	San Benito	900	Hollister	CA	Law Enforcement	New Contract	5	C
6093	Cincinnati	600	Cincinnati	OH	Law Enforcement	New Contract	1	A

6094	Monterey County PA/PG	900	Salinas	CA	Law Enforcement	New Contract	6	C
6095	Fountain Valley City Hall	900	Fountain Valley	CA	Law Enforcement	Old Contract	5	C
6096	Manatee County Sheriff's Office	300	Bradenton	FL	Law Enforcement	New Contract	3	D
6097	Redmond Public Works	902	Redmond	OR	Law Enforcement	New Contract	5	C
6098	Redmond Municipal Airport	902	Redmond	OR	Law Enforcement	New Contract	5	C
6099	Westfield IT Department	600	Westfield	IN	Law Enforcement	New Contract	6	A
6100	Placer County	900	Auburn	CA	Law Enforcement	New Contract	3	B
6101	Placer County	900	Auburn	CA	Law Enforcement	New Contract	3	B
6102	LAPD	900	Los Angeles	CA	Law Enforcement	Old Contract	1	A
6103	Yakima City County Narcotics Unit	902	Yakima	WA	Law Enforcement	New Contract	3	D
6104	Lake Forest Park Police Department	902	Lake Forest Park	WA	Law Enforcement	New Contract	6	A
6105	Grant County	902	Ephrata	WA	Law Enforcement	New Contract	6	D
6106	Collier County Sheriff IT	300	Naples	FL	Law Enforcement	Old Contract	3	D
6107	Sunnyvale Fire Department Surplus	900	Sunnyvale	CA	Law Enforcement	Old Contract	2	C
6108	Wheeling Police Department	600	Wheeling	IL	Law Enforcement	New Contract	4	D
6109	Wheeling	600	Wheeling	IL	Law Enforcement	New Contract	4	D
6110	Wheeling	600	Wheeling	IL	Law Enforcement	New Contract	4	D
6111	Wheeling	600	Wheeling	IL	Law Enforcement	New Contract	4	D
6112	Wheeling	600	Wheeling	IL	Law Enforcement	New Contract	4	D
6113	Wheeling	600	Wheeling	IL	Law Enforcement	New Contract	4	D
6114	Wheeling	600	Wheeling	IL	Law Enforcement	New Contract	4	D
6115	Riverside County Sheriff - Palm Desert	900	Palm Desert	CA	Law Enforcement	Old Contract	1	A
6116	City of Starke	300	Starke	FL	Law Enforcement	New Contract	6	B
6117	DEAD ACCT...Columbia River Drug Task Force	900	Wenatchee	WA	Law Enforcement	New Contract	6	D
6118	Lakewood Police Dept./ Felony Seizures	900	Lakewood	WA	Law Enforcement	New Contract	4	B
6119	Lakewood Police Dept./Drug Seizures	900	Lakewood	WA	Law Enforcement	New Contract	4	B
6120	Santa Clara Co. Sheriff Medical Examiner	900	San Jose	CA	Law Enforcement	New Contract	6	C
6122	Lawrenceville Police Department	300	Lawrenceville	GA	Law Enforcement	New Contract	4	B
6123	City of Visalia	900	Visalia	CA	Law Enforcement	New Contract	5	B
6124	City of Grand Island Emergency Management	600	Grand Island	NE	Law Enforcement	New Contract	4	B
6125	Grand Island Library	600	Grand Island	NE	Law Enforcement	New Contract	4	B
6126	City of Sand City	900	Sand City	CA	Law Enforcement	New Contract	6	C
6127	Redmond Fire and Rescue	902	Redmond	OR	Law Enforcement	New Contract	5	C
6128	City of Grand Island	600	Grand Island	NE	Law Enforcement	New Contract	4	B
6129	Grand Island Utilities	600	Grand Island	NE	Law Enforcement	New Contract	4	B
6130	Grand Island Water Dept.	600	Grand Island	NE	Law Enforcement	New Contract	4	B
6131	Grand Island Waste Water Treatment Plant	600	Grand Island	NE	Law Enforcement	New Contract	4	B
6132	Task Force Drug Fund	902	Lynnwood	WA	Law Enforcement	New Contract	5	A
6133	Felony Seizures Fund	902	Lynnwood	WA	Law Enforcement	New Contract	5	A
6134	Task Force Vehicle Fund	902	Lynnwood	WA	Law Enforcement	New Contract	5	A
6135	Lynnwood Police Department	902	Lynnwood	WA	Law Enforcement	New Contract	5	A
6136	Lynnwood Police Dept.	902	Lynnwood	WA	Law Enforcement	New Contract	5	A
6138	Nevada County Public Administrator	900	Nevada City	CA	Law Enforcement	New Contract	4	B
6139	City of Palm Bay	300	Palm Bay	FL	Law Enforcement	New Contract	3	D
6140	Shawnee County Sheriffs Office	600	Topeka	KS	Law Enforcement	New Contract	3	B
6141	City of Olympia Surplus	900	Olympia	WA	Law Enforcement	New Contract	5	B
6142	Redondo Beach Harbor Department	900	Redondo Beach	CA	Law Enforcement	New Contract	4	D
6143	Fort Wayne Seizures	600	Fort Wayne	IN	Law Enforcement	New Contract	3	A
6144	City of Vancouver	902	Vancouver	WA	Law Enforcement	New Contract	3	C
6145	Albuquerque	900	Albuquerque	NM	Law Enforcement	New Contract	2	
6146	Pacific County Drug Task Force	902	South Bend	WA	Law Enforcement	New Contract	6	B
6147	Kansas City	600	Kansas City	KS	Law Enforcement	New Contract	1	B
6148	Worcester County Nacotics Task Force	100	Snow Hill	MD	Law Enforcement	New Contract	5	A
6149	City of Carrollton - Federal Seized Fund	300	Carrollton	TX	Law Enforcement	New Contract	3	A

6150	City of Carrollton - Local Seized Fund	300	Carrollton	TX	Law Enforcement	New Contract	3	A
6151	Placer County Narcotics Task Force	900	Auburn	CA	Law Enforcement	New Contract	3	B
6152	Town of Burr Ridge Finance Department	600	Burr Ridge	IL	Law Enforcement	New Contract	5	D
6153	City of Wilmington IT Department	300	Wilmington	NC	Law Enforcement	New Contract	3	E
6154	City of Kent	902	Kent	WA	Law Enforcement	New Contract	3	A
6155	Broward Fire Resuce	300	Ft. Lauderdale	FL	Law Enforcement	Old Contract	1	D
6156	City of Salinas	900	Salinas	CA	Law Enforcement	New Contract	3	C
6157	Frederick County	100	Frederick	MD	Law Enforcement	New Contract	3	A
6158	Yakima County LEAD Drug Task Force	902	Zillah	WA	Law Enforcement	New Contract	6	D
6159	Union County Sheriff's Office	902	La Grande	OR	Law Enforcement	New Contract	5	D
6160	Riverside police department	900	Riverside	CA	Law Enforcement	New Contract	3	A
6162	South Euclid PD - Government Property	100	South Euclid	OH	Law Enforcement	New Contract	5	C
6163	South Euclid PD - Property Room	100	South Euclid	OH	Law Enforcement	New Contract	5	C
6164	South Euclid PD - Forfeited Property	100	South Euclid	OH	Law Enforcement	New Contract	5	C
6165	South Euclid Fire Department	100	South Euclid	OH	Law Enforcement	New Contract	5	C
6166	South Euclid Building Department	100	South Euclid	OH	Law Enforcement	New Contract	5	C
6167	South Euclid Finance Department	100	South Euclid	OH	Law Enforcement	New Contract	5	C
6168	City of South Euclid Municipal Court	100	South Euclid	OH	Law Enforcement	New Contract	5	C
6169	South Euclid Mayor's Office/Law Department	100	South Euclid	OH	Law Enforcement	New Contract	5	C
6170	South Euclid Service Department	100	South Euclid	OH	Law Enforcement	New Contract	5	C
6171	South Euclid Community Center	100	South Euclid	OH	Law Enforcement	New Contract	5	C
6172	City of Lacey Information Services	902	Lacey	WA	Law Enforcement	New Contract	6	B
6173	City of Lacey Animal Services	900	Lacey	WA	Law Enforcement	New Contract	6	B
6174	Allen Park PD Seizures	600	Allen Park	MI	Law Enforcement	New Contract	4	A
6175	City of Allen Park	600	Allen Park	MI	Law Enforcement	New Contract	4	A
6176	Lynchburg Police Dept. Asset Forfeitfures	100	Lynchburg	VA	Law Enforcement	New Contract	3	A
6177	City of Bend	902	Bend	OR	Law Enforcement	Old Contract	6	C
6178	County of Cawtaba	300	Newton	NC	Law Enforcement	New Contract	6	E
6179	North Richland Hills Police Department SIU	300	North Richland Hills	TX	Law Enforcement	Old Contract	6	A
6179	North Richland Hills Police Department SIU	300	North Richland Hills	TX	Law Enforcement	Old Contract	6	A
6180	City of Brentwood	900	Brentwood	CA	Law Enforcement	New Contract	6	D
6181	City of Riverside Surplus	900	Riverside	CA	Law Enforcement	New Contract	2	A
6182	City of Tenino	902	Tenino	WA	Law Enforcement	New Contract	6	B
6182	City of Tenino	902	Tenino	WA	Law Enforcement	New Contract	6	B
6183	City of Fairview Park - Service Management	100	Fairview Park	OH	Law Enforcement	New Contract	0	C
6184	City of Lewiston	902	Lewiston	ID	Law Enforcement	New Contract	5	D
6185	Santa Cop	600	North Platte	NE	Law Enforcement	New Contract	0	B
6186	City of Mount Vernon	902	Mount Vernon	WA	Law Enforcement	New Contract	6	A
6186	City of Mount Vernon	902	Mount Vernon	WA	Law Enforcement	New Contract	6	A
6187	Tuolumne County School District	900	Sonora	CA	Law Enforcement	New Contract	6	A
6188	Washington County Sheriff's Department	600	West Bend	WI	Law Enforcement	New Contract	3	C
6189	City of West Richland	902	West Richland	WA	Law Enforcement	New Contract	6	D
6189	City of West Richland	902	West Richland	WA	Law Enforcement	New Contract	6	D
6190	Chickasha Public Library	300	Chickasha	OK	Law Enforcement	New Contract	6	A
6191	City of Long Beach Technological Services	900	Long Beach	CA	Law Enforcement	New Contract	1	A
6192	City of Olympia Probation Department	902	Olympia	WA	Law Enforcement	New Contract	5	B
6193	City of Olympia Fire Department	902	Olympia	WA	Law Enforcement	New Contract	5	B
6194	City of Olympia Administrative Services	902	Olympia	WA	Law Enforcement	New Contract	5	B

6195	Olympia Police Department Surplus	902	Olympia	WA	Law Enforcement	New Contract	5	B
6196	Rolling Meadows IT Department	600	Rolling Meadows	IL	Law Enforcement	New Contract	6	D
6197	City of Olympia Human Resources Department	902	Olympia	WA	Law Enforcement	New Contract	6	B
6198	City of Olympia Court Services	902	Olympia	WA	Law Enforcement	New Contract	6	B
6198	City of Olympia Court Services	902	Olympia	WA	Law Enforcement	New Contract	6	B
6199	City of Olympia Parks Department	902	Olympia	WA	Law Enforcement	New Contract	6	B
6200	Columbia River Drug Task Force	902	Wenatchee	WA	Law Enforcement	New Contract	5	D
6201	Snohomish Police Department Seizures	902	Snohomish	WA	Law Enforcement	New Contract	6	A
6202	Walla Walla Police Department Drug Unit	902	Walla Walla	WA	Law Enforcement	New Contract	5	D
6203	SacramentoSheriff Narcotics/Gang Unit	900	Rancho Cordova	CA	Law Enforcement	New Contract	1	A
6204	Glynn County Drug Task Force	300	Brunswick	GA	Law Enforcement	New Contract	6	B
6205	Bolingbrook Fire Department	600	Bolingbrook	IL	Law Enforcement	New Contract	6	D
6206	Gray's Harbor Drug Task Force	902	Montesano	WA	Law Enforcement	New Contract	6	B
6207	City of Othello	902	Othello	WA	Law Enforcement	New Contract	6	D
6208	Murrieta Police Department Vehicles	905	Murrieta	CA	Law Enforcement	Capital Asset Gold	6	A
6209	Thurston County Anti Profiteering Revolving	902	Olympia	WA	Law Enforcement	New Contract	6	B
6209	Thurston County Anti Profiteering Revolving	902	Olympia	WA	Law Enforcement	New Contract	6	B
6209	Thurston County Anti Profiteering Revolving	902	Olympia	WA	Law Enforcement	New Contract	6	B
6210	City of Burleson District Attorney	300	Burleson	TX	Law Enforcement	New Contract	6	A
6211	Covina Redevelopment Agency	900	Covina	CA	Law Enforcement	New Contract	6	A
6212	Town of Brookline Property/Disposal	100	Brookline	MA	Law Enforcement	New Contract	6	B
6213	Manchester Township General Funds	100	Manchester	NJ	Law Enforcement	New Contract	6	A
6214	City of Hurricane	900	Hurricane	UT	Law Enforcement	New Contract	6	D
6215	City of Mountain View	900	Mountain View	CA	Law Enforcement	New Contract	6	C
6216	Washington Township Police Department	100	Sewell	NJ	Law Enforcement	New Contract	0	A
6217	City of Wichita	600	Wichita	KS	Law Enforcement	New Contract	6	B
6218	City of Costa Mesa Surplus	900	Costa Mesa	CA	Law Enforcement	New Contract	6	A
6219	Wichita Police Surplus	600	Wichita	KS	Law Enforcement	New Contract	6	B
6220	Sacramento County PA/PG/PC	900	Sacramento	CA	Law Enforcement	New Contract	6	B
6221	Village of Lyons Police Department, IL	600	Village of Lyons	IL	Law Enforcement	New Contract	6	D
6222	Utah County Public Works	900	Provo	UT	Law Enforcement	New Contract	6	D
6223	Riverside County Sheriff's Activity League	900	Hemet	CA	Law Enforcement	New Contract	6	A
6224	City of Kennewick Water & Sewer Dept.	902	Kennewick	WA	Law Enforcement	New Contract	6	D
6225	Kennewick Police Department - Seizures	902	Kennewick	WA	Law Enforcement	New Contract	6	D
6226	City Of Kennewick	902	Kennewick	WA	Law Enforcement	New Contract	6	D
6227	Murrieta Fire Department	900	Murrieta	CA	Law Enforcement	New Contract	4	A
6228	City of Ukiah	900	Ukiah	CA	Law Enforcement	New Contract	6	D
6229	Montgomery Fire Department	600	Montgomery	OH	Law Enforcement	New Contract	6	A
6230	City Of Beaufort	300	Beaufort	SC	Law Enforcement	New Contract	4	B
6231	Bolingbrook Special Investigations	600	Bolingbrook	IL	Law Enforcement	New Contract	6	
6232	Monroe Police Department Forfeitures	600	Monroe	MI	Law Enforcement	New Contract	6	A
6233	City of Montgomery Service Department	600	Montgomery	OH	Law Enforcement	New Contract	6	A
6234	Shea Properties, LLC	900	Aliso Viejo	CA	Law Enforcement	New Contract	6	A
6235	City of Wheaton IT Department	600	Wheaton	IL	Law Enforcement	New Contract	4	
6237	Snohomish Police Department - Surplus	902	Snohomish	WA	Law Enforcement	New Contract	6	A
6238	City of Long Beach Fiscal Division	900	Long Beach	CA	Law Enforcement	New Contract	1	
6239	Grant County Surplus	902	Ephrata	WA	Law Enforcement	New Contract	0	D

6240	Salina County Sheriff's Department	600	Salina	KS	Law Enforcement	New Contract	6	B
6241	Kent Police Department - Narcotics Seizures	902	Kent	WA	Law Enforcement	New Contract	3	A
6242	Quad City Drug Task Force	902	Colfax	WA	Law Enforcement	New Contract	6	D
6243	City of Red Bluff	900	Red Bluff	CA	Law Enforcement	New Contract	4	D
6244	City of Prineville Public Works	902	Prineville	OR	Law Enforcement	New Contract	6	C
6245	City of Olympia Public Works	902	Olympia	WA	Law Enforcement	New Contract	5	B
6246	City of Olympia CP&D	902	Olympia	WA	Law Enforcement	New Contract	5	B
6247	City of Olympia General Government	902	Olympia	WA	Law Enforcement	New Contract	5	B
6248	City of Orange/Narcotics Asset Forfeiture	900	Orange	CA	Law Enforcement	New Contract	6	C
6249	Law Enforcement Trust	100	Bayville	NJ	Law Enforcement	New Contract	6	
6250	The Village of Freeport, NY	100	Freeport	NY	Law Enforcement	New Contract	6	D
6251	Lansing Police Department S.O.S.	600	Lansing	MI	Law Enforcement	New Contract	3	
6252	Putnam County Sheriff's Department	100	Carmel	NY	Law Enforcement	New Contract	6	D
6253	Osceola Co Sheriff's/Unclaimed Evidence	300	Kissimmee	FL	Law Enforcement	New Contract	0	D
6254	Osceola Co Sheriff's/Dept. Property	300	Kissimmee	FL	Law Enforcement	New Contract	0	
6255	City of Kentwood IT Department	600	Kentwood	MI	Law Enforcement	New Contract	5	A
6256	City of Walla Walla	902	Walla Walla	WA	Law Enforcement	New Contract	4	D
6257	Coronado Police Department	900	Coronado	CA	Law Enforcement	New Contract	5	B
6258	City of West Jordan	900	West Jordan	UT	Law Enforcement	New Contract	4	
6259	Shasta Interagency Narcotics Task Force	900	Redding	CA	Law Enforcement	New Contract	4	
6260	Deschutes County Sheriff's Office	902	Bend	OR	Law Enforcement	New Contract	4	C
6261	Elk Grove Police Department	900	Elk Grove	CA	Law Enforcement	New Contract	3	B
6262	Jefferson County Sheriff's Office- vehicles	902	Madras	OR	Law Enforcement	New Contract	6	C
6263	Indianapolis Metro PD - Forfeitures	600	Indianapolis	IN	Law Enforcement	New Contract	1	
6264	Hinesville Police Department - Vehicles	905	Hinesville	GA	Law Enforcement	Capital Asset Gold	4	
6265	Ocean Township Police Department - vehicles	905	Oakhurst	NJ	Law Enforcement	Capital Asset Gold	4	
6266	Manchester Township LETA - vehicles	905	Manchester	NJ	Law Enforcement	Capital Asset Gold	4	
6267	Arlington Police Department - vehicles	905	Arlington	MA	Law Enforcement	Capital Asset Gold	4	
6268	Town of Brighton	100	Rochester	NY	Law Enforcement	New Contract	5	D
6269	Inyo County - vehicles	905	Bishop	CA	Law Enforcement	Capital Asset Gold	4	
6270	Coulee Dam Police - vehicles	905	Coulee Dam	WA	Law Enforcement	Capital Asset Gold	6	D
6271	Redmond Public Works - vehicles	905	Redmond	OR	Law Enforcement	Capital Asset Gold	5	C
6272	Pacific County Drug Task Force - vehicles	905	South Bend	WA	Law Enforcement	Capital Asset Gold	6	B
6273	Bath Township Police Department - Forfeitur	600	Bath	MI	Law Enforcement	New Contract	6	
6274	Sand City - vehicles	905	Sand City	CA	Law Enforcement	Capital Asset Gold	6	
6275	Morehead City Police Dept - Vehicles	905	Morehead City	NC	Law Enforcement	Capital Asset Gold	5	
6276	Village of Mt. Prospect Police Dept.	600	Village of Mt. Prospect	IL	Law Enforcement	New Contract	4	
6277	The City of Oviedo	300	Oviedo	FL	Law Enforcement	New Contract	5	
6278	TAPCO Credit Union	902	Tacoma	WA	Other	New Contract	6	B
6279	Prineville Police Department - vehicles	905	Prineville	OR	Law Enforcement	Capital Asset Gold	6	
6280	City of Springville, UT	900	Springville	UT	Law Enforcement	New Contract	6	D
6281	Bradley County Sheriff's Office - CID	300	Cleveland	TN	Law Enforcement	New Contract	3	
6282	Bradley County Sheriff's Office - Drug Fund	300	Cleveland	TN	Law Enforcement	New Contract	3	
6283	City of Hartsville Fire Dept.	300	Hartsville	SC	Law Enforcement	New Contract	6	B
6284	Brighton Memorial Library	100	Rochester	NY	Law Enforcement	New Contract	6	D
6285	City of Cherry Hills Village - vehicles	905	Cherry Hills Village	CO	Law Enforcement	Capital Asset Gold	5	
6286	City of Highland Village	905	Highland Village	TX	Law Enforcement	Capital Asset Gold	5	

6287	Bellevue Police Department - vehicles	905	Bellevue	NE	Law Enforcement	Capital Asset Gold	5	
6288	Kootenai Cty S.D./ Drug Enforcement Fund	902	Coeur D'Alene	ID	Law Enforcement	New Contract	3	D
6289	Placer County - vehicles	905	Tahoe City	CA	Law Enforcement	Capital Asset Gold	3	B
6290	Bingham County Sheriff's Office - Narcotics	902	Blackfoot	ID	Law Enforcement	New Contract	5	D
6291	City of Lakewood-Law Enforcement Trust Fund	100	Lakewood	OH	Law Enforcement	New Contract	4	
6292	Yates County Sheriff's Office - Vehicles	905	Penn Yan	NY	Law Enforcement	Capital Asset Gold	4	
6293	LA Impact	900	City of Commerce	CA	Law Enforcement	New Contract	3	A
6294	St. Louis County, MO. Computer Surplus Disp	600	Mission Viejo	CA	Law Enforcement	PR Owned Items	2	B
6295	The City of Ft. Lauderdale - IT Dept	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	D
6296	Fort Lauderdale Police Dept. - General Surp	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	2	D
6297	City of Torrance	900	Torrance	CA	Law Enforcement	New Contract	4	A
6298	Make A Wish	900	Mission Viejo	CA	Law Enforcement	PR Owned Items	0	
6299	The City of Ft. Lauderdale - Business Enter	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	2	D
6300	City of Pontiac Police - Vehicles	600	Pontiac	MI	Law Enforcement	Capital Asset Gold	3	
6301	Surfside Police Dept. - Vehicles	905	Surfside	FL	Law Enforcement	Capital Asset Gold	5	
6302	Sharonville Police Department	600	Sharonville	OH	Law Enforcement	New Contract	5	A
6303	Vacaville Police Department	900	Vacaville	CA	Law Enforcement	New Contract	6	D
6304	Yolo County Sheriff's Department	900	Woodland	CA	Law Enforcement	New Contract	5	B
6305	City of Beaufort	905	Beaufort	SC	Law Enforcement	Capital Asset Gold	4	
6306	City of Evans - vehicles	905	Evans	CO	Law Enforcement	Capital Asset Gold	5	
6307	Montgomery Co. Police Dept.	100	Gaithersburg	MD	Law Enforcement	New Contract	1	A
6308	The City of Ft. Lauderdale - Parks & Recrea	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	2	D
6309	City of Ft. Lauderdale - Human Resources	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	2	D
6310	Wall Twp. Police Dept. - Vehicles	905	Wall Twp.	NJ	Law Enforcement	Capital Asset Gold	4	
6311	Central VA. Regional Narcotics Task Force	905	Chester	VA	Law Enforcement	Capital Asset Gold	6	
6312	Brunswick Police Dept. - Vehicles	905	Brunswick	ME	Law Enforcement	Capital Asset Gold	4	
6313	Corvallis Police Department Asset Forfeitur	902	Corvallis	OR	Law Enforcement	New Contract	4	
6314	City of Oak Creek	600	Oak Creek	WI	Law Enforcement	New Contract	4	C
6315	City of Plantation - Large Item auctions	905	Plantation	FL	Law Enforcement	Capital Asset Gold	3	
6316	Simsbury Police Dept. - Vehicles	905	Simsbury	CT	Law Enforcement	Capital Asset Gold	5	
6317	Talent Police Department - vehicles	905	Talent	OR	Law Enforcement	Capital Asset Gold	6	
6318	Duluth P.D./Lake Superior Drug/Gang Task Fo	600	Duluth	MN	Law Enforcement	New Contract	3	
6319	The City of Jonesboro, AR. - Vehicles	905	Jonesboro	AR	Law Enforcement	Capital Asset Gold	3	
6320	Plant City Police Department	905	Plant City	FL	Law Enforcement	Capital Asset Gold	4	
6321	City of Port Hueneme	900	Port Hueneme	CA	Law Enforcement	New Contract	6	A
6322	LA District Attorney	900	Commerce	CA	Law Enforcement	New Contract	3	A
6323	Fort Wayne Police Department	600	Fort Wayne	IN	Law Enforcement	New Contract	3	A
6324	Barnstable Police Department	905	Hyannis	MA	Law Enforcement	Capital Asset Gold	3	B
6325	College Park Police Department	300	College Park	GA	Law Enforcement	New Contract	5	B
6326	The City of Ft. Lauderdale - Engineering De	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	
6327	The City of Ft. Lauderdale - Professional S	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	
6328	The City of Ft. Lauderdale - Utilities	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	
6329	The City of Ft. Lauderdale - City Manager	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	
6330	The City of Ft. Lauderdale - Commission Off	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	

6331	The City of Ft. Lauderdale - Auditor Dept	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	
6332	The City of Ft. Lauderdale - Airport	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	
6333	The City of Ft. Lauderdale - Parking/Fleet	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	
6334	The City of Ft. Lauderdale - Fire Rescue	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	
6335	The City of Ft. Lauderdale-Public Informati	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	
6336	The City of Ft. Lauderdale-Community Redeve	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	
6337	The City of Ft. Lauderdale-Bldg Code Enforc	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	
6338	Ridgecrest Police Department - vehicles	905	Ridgecrest	CA	Law Enforcement	Capital Asset Gold	5	
6339	Battlefield Police Department - Vehicles	905	Battlefield	MO	Law Enforcement	Capital Asset Gold	6	
6340	The City of Alpena	600	Alpena	MI	Law Enforcement	Old Contract	6	A
6341	The City of Alpena	600	Alpena	MI	Law Enforcement	Old Contract	6	
6342	Village of Carpentersville	600	Carpentersville	IL	CoPart Liquidation	Capital Asset Platinum C	4	
6343	The City of Winter Park, FL	300	Winter Park	FL	Law Enforcement	New Contract	3	B
6344	City of Anderson - General Fund (Police)	600	Anderson	IN	Law Enforcement	New Contract	3	
6345	Anderson Police Dept.	600	Anderson	IN	Law Enforcement	New Contract	3	
6346	City of Chico	904	Chico	CA	CoPart Liquidation	Capital Asset Platinum C	4	
6347	Nicholasville Police Dept.	905	Nicholasville	KY	Law Enforcement	Capital Asset Gold	5	
6348	University of Santa Barbara	905	Santa Barbara	CA	Law Enforcement	Capital Asset Gold	4	
6349	Red Bluff Police Department	905	Red Bluff	CA	Law Enforcement	Capital Asset Gold	5	
6350	Borough of Madison	905	Madison	NJ	Law Enforcement	Capital Asset Gold	5	
6351	Borough of Madison	905	Madison	NJ	Law Enforcement	Capital Asset Gold Plus	5	
6352	City of Sacramento	905	Sacramento	CA	Law Enforcement	Capital Asset Gold	2	
6353	Lebanon Police Department	905	Lebanon	OR	Law Enforcement	Capital Asset Gold	5	
6354	City of Keizer Police Department	905	Keizer	OR	Law Enforcement	Capital Asset Gold	5	
6355	Chico Police Department	900	Chico	CA	Law Enforcement	New Contract	4	D
6356	The City of Riviera Beach	905	Riviera Beach	FL	Law Enforcement	Capital Asset Silver	3	
6357	Washington Township Fire Dept.	100	Tumersville	NJ	Law Enforcement	New Contract	4	A
6358	Canton Dept. of Public Saftey - Drug Forfei	600	Canton	MI	Law Enforcement	New Contract	4	
6359	City of Vancouver	905	Vancouver	WA	Law Enforcement	Capital Asset Gold Plus	3	
6360	Kootenai County County Commissioners	902	Couer D'Alene	ID	Law Enforcement	New Contract	3	D
6361	City of Nampa, ID	902	Nampa	ID	Law Enforcement	New Contract	3	D
6362	City of Chico	905	Chico	CA	Law Enforcement	Capital Asset Gold	4	D
6363	Cowlitz-Wahkiakum Narcotics Task Force	902	Kelso	WA	Law Enforcement	New Contract	5	B
6364	City of Chico	905	Chico	CA	Law Enforcement	Capital Asset Gold	4	
6365	Village of Lisle	600	Lisle	IL	Law Enforcement	New Contract	5	D
6366	Goose Creek Police Dept. - Surplus	300	Goose Creek	SC	Law Enforcement	New Contract	4	
6367	Upland Police Department	900	Upland	CA	Law Enforcement	New Contract	3	A
6368	Goose Creek Police Dept. - Vehicles	905	Goose Creek	SC	Law Enforcement	Capital Asset Gold	4	
6369	Santa Maria Public Library	900	Santa Maria	CA	Law Enforcement	New Contract	5	C
6370	West Lafayette Police Dept. Surplus	600	West Lafayette	IN	Law Enforcement	New Contract	5	
6371	The Town of Chester, New York - Vehicles	905	Chester	NY	Law Enforcement	Capital Asset Gold	6	
6372	City of Cannon Beach	904	Cannon Beach	OR	CoPart Liquidation	Capital Asset Platinum C	6	
6373	Decatur Police Dept.-CAC Fund	600	Decatur	IL	Law Enforcement	New Contract	3	
6374	City of Carmel Fire Department	900	Carmel	CA	Law Enforcement	New Contract	6	C
6375	The City of Miami Beach, FL	905	Miami Beach	FL	Law Enforcement	Capital Asset Gold	2	
6376	Stillwater Police Dept. - In-Place Auction	905	Stillwater	OK	Law Enforcement	Capital Asset Gold Plus	4	
6377	City of Sparks	900	Sparks	NV	Law Enforcement	New Contract	3	B
6378	Broward Forfeiture	905	Ft. Lauderdale	FL	Law Enforcement	Capital Asset Gold	1	
6379	Broward County Surplus	905	Ft. Lauderdale	FL	Law Enforcement	Capital Asset Gold	1	
6380	City of Long Beach Technological Services	905	Long Beach	CA	Law Enforcement	Capital Asset Gold	1	
6381	Village of Mundelein	600	Mundelein	IL	Law Enforcement	New Contract	5	

6382	The Township of Toms River	100	Toms River	NJ	Law Enforcement	New Contract	3	
6383	Sausalito Police Department	905	Sausalito	CA	Law Enforcement	Capital Asset Gold	6	
6384	The City of Eagan	600	Eagan	MN	Law Enforcement	New Contract	4	
6385	Lakewood Police Department	902	Lakewood	WA	Law Enforcement	New Contract	4	B
6386	The City of Riviera Beach	905	Riviera Beach	FL	Law Enforcement	Capital Asset Gold	3	
6387	The Township of Toms River	100	Toms River	NJ	Law Enforcement	New Contract	3	
6388	The Township of Toms River	100	Toms River	NJ	Law Enforcement	New Contract	3	
6389	City of Miami Beach	300	Miami Beach	FL	Law Enforcement	New Contract	2	D
6390	City of Miami Beach IT Dept.	300	Miami Beach	FL	Law Enforcement	New Contract	2	D
6391	Riker's Island DOC	100	New York	NY	Law Enforcement	New Contract	1	
6392	Derby Police Dept. - Vehicles	905	Derby	CT	Law Enforcement	Capital Asset Gold	5	
6393	Bend Police Department	902	Bend	OR	Law Enforcement	New Contract	4	
6393	Bend Police Department	902	Bend	OR	Law Enforcement	New Contract	4	
6394	The City of Central Point Public Works Dept	905	Central Point	OR	Law Enforcement	Capital Asset Gold	6	
6395	Anne Arundel County Sheriffs Office	100	Annapolis	MD	Law Enforcement	New Contract	6	A
6396	Stafford County Sheriffs Office - Vehicles	904	Stafford	VA	CoPart Liquidation	Capital Asset Platinum C	3	
6397	Raleigh Police Dept.	905	Raleigh	NC	Law Enforcement	Capital Asset Gold	1	
6398	Cornwall on Hudson Police Dept.	905	Cornwall on Hudson	NY	Law Enforcement	Capital Asset Gold	6	
6399	City of Bowling Green, Ohio	600	Bowling Green	OH	Law Enforcement	New Contract	4	
6400	City of Miami Beach/Ocean Rescue Div.	300	Miami Beach	FL	Law Enforcement	New Contract	2	
6401	Fairview Park Police Dept.	905	Fairview Park	OH	Law Enforcement	Capital Asset Gold	5	
6402	The City of Aventura/In Place Veh/Heavy Equ	905	Aventura	FL	Law Enforcement	Capital Asset Gold	4	
6403	City of Kokomo Police Dept. - Forfeitures	600	Kokomo	IN	Law Enforcement	New Contract	3	
6404	Kootenai County	905	Couer D'Alene	ID	Law Enforcement	Capital Asset Gold	3	
6405	City of Kent	905	Kent	WA	Law Enforcement	Capital Asset Gold	3	
6406	Auburn Police Department	902	Auburn	WA	Law Enforcement	New Contract	3	
6407	Countryside Police Department - Vehicles	905	Countryside	IL	Law Enforcement	Capital Asset Gold	6	
6408	Kootenai Cty S.D./ Drug Enforcement Fund	905	Coeur D'Alene	ID	Law Enforcement	Capital Asset Gold	3	
6409	Kootenai County Noxious Weed Control	905	Hayden	ID	Law Enforcement	Capital Asset Gold	3	
6410	Churchill County Sheriff's Office	900	Fallon	NV	Law Enforcement	New Contract	5	B
6411	Universal City PD - Drug Seizure Fund	905	Universal City	TX	Law Enforcement	Capital Asset Gold	5	
6412	Plainsboro Township	905	Plainsboro	NJ	Law Enforcement	Capital Asset Gold	5	
6413	City of Idaho Falls	905	Idaho Falls	ID	Law Enforcement	Capital Asset Gold	3	
6414	Village of Roselle Police Department	905	Roselle	IL	Law Enforcement	Capital Asset Gold Plus	5	
6415	Berkeley Township	905	Bayville	NJ	Law Enforcement	Capital Asset Gold	4	
6416	Sumter Police Dept.	905	Sumter	SC	Law Enforcement	Capital Asset Gold	3	
6417	The City of West Jordan-IT Dept.	900	West Jordan	UT	Law Enforcement	New Contract	8	D
6418	City of Lompoc	905	Lompoc	CA	Law Enforcement	Capital Asset Gold	5	
6419	Village of Island Lake	905	Island Lake	IL	Law Enforcement	Capital Asset Gold	6	
6420	New River Regional Drug Task Force	905	Christiansburg	VA	Law Enforcement	Capital Asset Gold	6	
6421	Concord Police Department	905	Concord	CA	Law Enforcement	Capital Asset Gold	3	
6422	City of Nampa, ID	905	Nampa	ID	Law Enforcement	Capital Asset Gold	3	
6423	Village of Ridgewood	100	Ridgewood	NJ	Law Enforcement	New Contract	5	A
6424	Borough of Fort Lee Police Dept.	905	Fort Lee	NJ	Law Enforcement	Capital Asset Gold	3	
6425	Eden Prairie Police Dept	905	Eden Prairie	MN	Law Enforcement	Capital Asset Gold	4	
6426	Borough of Freehold	904	Freehold	NJ	CoPart Liquidation	Capital Asset Platinum C	5	
6427	Grant County INET	905	Ephrata	WA	Law Enforcement	Capital Asset Gold	6	
6428	Rowlett Police Department	905	Rowlett	TX	Law Enforcement	Capital Asset Gold	4	
6429	Round Rock Police Department	905	Round Rock	TX	Law Enforcement	Capital Asset Gold	3	
6430	Riverside Police Department	905	Riverside	OH	Law Enforcement	Capital Asset Gold Plus	5	
6431	Kennedy Airport Lost and Found	100	Jamaica	NY	Law Enforcement	New Contract	1	D
6432	JFK Stockroom	100	Jamaica	NY	Law Enforcement	New Contract	1	
6433	Jersey City Stockroom	100	Jersey City	NJ	Law Enforcement	New Contract	1	
6434	Fort Lauderdale - Marine Unit	300	Ft. Lauderdale	FL	Law Enforcement	New Contract	1	

6435	Anne Arundel County Sheriff's Office	905	Annapolis	MD	Law Enforcement	Capital Asset Gold	6		
6436	Newark Int'l Airport/Lost & Found	100	will advise	wd	Law Enforcement	New Contract	1		
6437	La Guardia Airport Lost & Found	100	Flushing	NY	Law Enforcement	New Contract	1		
6438	Atlanta Police Dept. - Seizures	300	Atlanta	GA	Law Enforcement	New Contract	1		
6439	The City of St. Peters/City Hall	600	St. Peters	MO	Law Enforcement	New Contract	8		
6440	City of Fort Worth Police Department	300	Fort Worth	TX	Law Enforcement	New Contract	1		
6441	Hubbard Police Department	905	Hubbard	OR	Law Enforcement	Capital Asset Gold	6		
6442	Prince William County PD/Impound Lot	905	Manassas	VA	Law Enforcement	Capital Asset Platinum C	3		
6443	San Juan County Sheriff's Office	905	Friday Harbor	WA	Law Enforcement	Capital Asset Gold	6		
6444	The City of Duluth/Surplus Take Away	600	Duluth	MN	Law Enforcement	New Contract	8		
6445	Murfreesboro Police Department	300	Murfreesboro	TN	Law Enforcement	New Contract	3	B	
6446	City of Lewiston	905	Lewiston	ID	Law Enforcement	Capital Asset Gold	5		
6447	City of Norfolk - Surplus	600	Norfolk	NE	Law Enforcement	New Contract	5		
6448	The Town of Jupiter - IS Dept.	300	Jupiter	FL	Law Enforcement	New Contract	8	D	
6449	The City of Keene, NH IMS Dept.	100	Keene	NH	Law Enforcement	New Contract	8	C	
6450	City of Lakewood - City Hall Admin.	100	Lakewood	OH	Law Enforcement	New Contract	4	C	
6451	City of Coral Springs/Central Stores/Surplu	300	Coral Springs	FL	Law Enforcement	New Contract	8	D	
6452	City of Coral Springs/CentralStores/Forfeit	300	Coral Springs	FL	Law Enforcement	New Contract	8		
6453	City of Leavenworth/City Property	600	Leavenworth	KS	Law Enforcement	Capital Asset Gold Plus	8		
6454	Corvallis Police Department	905	Corvallis	OR	Law Enforcement	Capital Asset Gold	4		
6455	Story County Sheriff's Office/Forfeitures	600	Nevada	IA	Law Enforcement	New Contract	4		
6456	Pittsburg Police Dept./Seizures	300	Pittsburg	TX	Law Enforcement	New Contract	6		
6457	City of Batavia Police Department	600	Batavia	IL	CoPart Liquidation	Capital Asset Platinum C	5		
6458	Brentwood Police Department	904	Brentwood	CA	CoPart Liquidation	Capital Asset Platinum C	3		
6459	Town of Jupiter Police Dept./Vehicles	904	Jupiter	FL	CoPart Liquidation	Capital Asset Platinum C	8		
6460	Logan Twp. Police Department/Vehicles	905	Logan Twp.	NJ	Law Enforcement	Capital Asset Gold	8		
6461	Howard County Dept. of Corrections	100	Jessup	MD	Law Enforcement	New Contract	3	A	
6462	The City of Hialeah/Fleet In Place	905	Hialeah	FL	Law Enforcement	Capital Asset Gold	3		
6463	S.O.G. Bremerton Police Department	902	Bremerton	WA	Law Enforcement	New Contract	4	B	
6464	Ferndale Police Department	904	Ferndale	WA	CoPart Liquidation	Capital Asset Platinum C	6		
6465	Strongsville Police Department/Seizures	100	Strongsville	OH	Law Enforcement	New Contract	4		
6466	Oakland Police Dept./Bike Unit	900	Oakland	CA	Law Enforcement	New Contract	1	D	
6467	South Bay Communications Center	900	Hawthorne	CA	Law Enforcement	New Contract	1	A	
6468	Grants Pass Police Department	905	Grants Pass	OR	Law Enforcement	Capital Asset Gold	5		
6469	Hercules Police Department	905	Hercules	CA	Law Enforcement	Capital Asset Gold	6		
6470	Commonwealth of Mass./Surplus Property/OSD	905	Boston	MA	Law Enforcement	Capital Asset Gold	8		
6471	City of Vancouver	905	Vancouver	WA	Law Enforcement	Capital Asset Gold	3		
6472	City of Olympia- Regional Records Mgt Cons.	902	Olympia	WA	Law Enforcement	New Contract	5		
6473	Overland Park PD/Perrigo Property /20080068	600	Overland Park	KS	Law Enforcement	New Contract	3		
6474	City of Batavia Fire Dept.	904	Batavia	IL	CoPart Liquidation	Capital Asset Platinum C	5		
6475	Wauwatosa Revolving Loan Fund	600	Wauwatosa	WI	Law Enforcement	New Contract	4	C	
6476	City of Burlington/City Hall	902	Burlington	WA	Law Enforcement	New Contract	8	A	
6477	City of Red Bluff	905	Red Bluff	CA	Law Enforcement	Capital Asset Gold	4		

6478	City of Fredericksburg, Treasurer's Office	905	Fredericksburg	VA	Law Enforcement	Capital Asset Gold	8	
6479	City of Glendale	905	Glendale	CA	Law Enforcement	Capital Asset Gold	3	
6480	Weymouth Police Department	905	Weymouth	MA	Law Enforcement	Capital Asset Gold	3	
6481	Borough of Fairview	100	Fairview	NJ	Law Enforcement	New Contract	5	
6482	Universal City PD - Surplus Fund	905	Universal City	TX	Law Enforcement	Capital Asset Gold	5	
6483	Virginia Beach PD/Special Investigations	100	Virginia Beach	VA	Law Enforcement	New Contract	1	
6484	Clark County Treasurer's Office	900	Las Vegas	NV	Law Enforcement	New Contract	1	
6485	Tillamook Police Department	905	Tillamook	OR	Law Enforcement	Capital Asset Gold	6	
6486	Kansas City MO	905	Kansas City	MO	Law Enforcement	Capital Asset Gold	1	
6487	Forsyth County Sheriff's Office - Forfeitur	300	Cumming	GA	Law Enforcement	New Contract	3	
6488	City of Miramar Public Works/Vehicles	905	Miramar	FL	Law Enforcement	Capital Asset Platinum A	8	
6489	The City of Miramar/MIS	300	Miramar	FL	Law Enforcement	New Contract	8	D
6490	Canby Police Department Court Items	902	Canby	OR	Law Enforcement	New Contract	5	C
6491	The City of Ft. Walton Beach	904	Ft. Walton Beach	FL	CoPart Liquidation	Capital Asset Platinum C	4	B
6492	The City of Olympia	902	Olympia	WA	Law Enforcement	New Contract	8	B
6493	Columbia County Sheriff's Office/Vehicles	904	Lake City	FL	CoPart Liquidation	Capital Asset Platinum C	3	
6494	Woburn Police Dept./Vehicles	905	Woburn	MA	Law Enforcement	Capital Asset Gold	4	
6495	East Lampeter Township PD	905	Lancaster	PA	Law Enforcement	Capital Asset Gold	5	
6496	Alachua County, FL.	300	Gainesville	FL	Law Enforcement	New Contract	3	B
6497	Washington County Sheriff's Office	905	Hillsboro	OR	Law Enforcement	Capital Asset Gold	3	
6498	City of Reedsport, OR	905	Reedsport	OR	Law Enforcement	Capital Asset Gold	6	
6499	Port Authority NY/NJ	905	New York	NY	Law Enforcement	Capital Asset Gold Plus	1	
6500	Freeport Fire Department	600	Freeport	IL	Law Enforcement	New Contract	4	
6501	Village of Cary Police Dept.	905	Cary	IL	Law Enforcement	Capital Asset Gold	6	
6502	Linn County Sheriff's Office	904	Albany	OR	CoPart Liquidation	Capital Asset Platinum C	8	
6503	Romulus Police Dept. - Forfeiture	600	Romulus	MI	Law Enforcement	New Contract	4	
6504	Apache Junction Police Department	904	Apache Junction	AZ	CoPart Liquidation	Capital Asset Platinum B	3	
6505	City of Piedmont Fire Department	904	Piedmont	CA	CoPart Liquidation	Capital Asset Platinum C	6	
6506	The City of Aventura - Fleet	904	Aventura	FL	CoPart Liquidation	Capital Asset Platinum C	8	
6507	Broward County, FL	905	Oakland Park	FL	Law Enforcement	Capital Asset Gold	1	
6508	City of Sparks	900	Reno	NV	Law Enforcement	New Contract	3	B
6509	City of Piedmont Fire Department	905	Piedmont	CA	Law Enforcement	Capital Asset Gold	6	
6510	City of Coachella	905	Coachella	CA	Law Enforcement	Capital Asset Gold	8	
6511	Cannon Beach Fire & Rescue	905	Cannon Beach	OR	Law Enforcement	Capital Asset Gold	8	
6512	The Borough of Emerson	905	Emerson	NJ	Law Enforcement	Capital Asset Gold	6	
6513	Rogers Police Department - PD Vehicles	904	Rogers	AR	CoPart Liquidation	Capital Asset Platinum B	3	
6514	Rogers Police Department	904	Rogers	AR	CoPart Liquidation	Capital Asset Platinum B	3	
6515	Oregon City Police Department	905	Oregon City	OR	Law Enforcement	Capital Asset Gold Plus	5	
6516	The City of Coral Springs/Vehicle Forfeitur	904	Coral Springs	FL	CoPart Liquidation	Capital Asset Platinum C	3	
6517	The City of Coral Springs/Vehicles Surplus	904	Coral Springs	FL	CoPart Liquidation	Capital Asset Platinum C	3	
6518	Chewelah Police Department	905	Chewelah	WA	Law Enforcement	Capital Asset Gold	6	
6519	Township of Toms River	905	Toms River	NJ	Law Enforcement	Capital Asset Gold	3	
6520	Ottumwa Police Dept./Forfeitures Acct.	600	Ottumwa	IA	Law Enforcement	New Contract	5	
6521	West Windsor Township	905	West Windsor	NJ	Law Enforcement	Capital Asset Gold	5	
6522	Borough of Jamesburg	905	Jamesburg	NJ	Law Enforcement	Capital Asset Gold	5	
6523	Weld County Sheriff	900	Greeley	CO	Law Enforcement	New Contract	3	C
6524	City of Strongsville	100	Strongsville	OH	Law Enforcement	New Contract	4	C
6525	Waite Park PD/Vehicles	904	Waite Park	MN	CoPart Liquidation	Capital Asset Platinum C	8	
6526	Bethany Police Department	905	Bethany	OK	Law Enforcement	Capital Asset Gold	5	
6527	Kenosha County Center	600	Kenosha	WI	Law Enforcement	New Contract	8	
6528	City of San Luis Obispo/IT Dept.	900	San Luis Obispo	CA	Law Enforcement	New Contract	5	C
6529	Walla Walla Police Department/Computer Lab	902	Walla Walla	WA	Law Enforcement	New Contract	5	D

6530	Dinwiddie Co. Sheriff's Office/Vehicles	905	Dinwiddie	VA	Law Enforcement	Capital Asset Gold	0	
6531	The City of Gresham. OR.	902	Gresham	OR	Law Enforcement	New Contract	3	C
6532	The City of East Providence, RI	100	East Providence	RI	Law Enforcement	New Contract	8	
6533	Village of Lake in the Hills Police Dept.	905	Lake in the Hills	IL	Law Enforcement	Capital Asset Gold	5	
6534	University of Southern California	904	Los Angeles	CA	CoPart Liquidation	Capital Asset Platinum B	9	
6535	Humboldt County Sheriff's Department	905	Eureka	CA	Law Enforcement	Capital Asset Gold	2	
6536	Dallas Police Department	905	Dallas	OR	Law Enforcement	Capital Asset Gold	6	
6537	The City of Miami Beach, FL	300	Miami Beach	FL	Law Enforcement	New Contract	2	
6538	LFUCG	600	Lexington	KY	Law Enforcement	New Contract	2	
6539	The City of Kissimmee, FL	300	Kissimmee	FL	Law Enforcement	New Contract	8	
6540	Marina Police Department	0	Marina	CA	Law Enforcement	Capital Asset Gold	5	
6540	Marina Police Department	0	Marina	CA	Law Enforcement	Capital Asset Gold	5	
6541	Edgewater Police Department	905	Edgewater	CO	Law Enforcement	Capital Asset Gold	6	
6542	Benton Co. Sheriff's Office/Corrections	902	Kennewick	WA	Law Enforcement	New Contract	4	
6543	Kenosha County, WI/Sheriff's Dept.	600	Kenosha	WI	Law Enforcement	New Contract	8	
6544	Kenosha County WI/Job Center	600	Kenosha	WI	Law Enforcement	New Contract	8	
6545	Kenosha County, WI/Admn. Bldg.	600	Kenosha	WI	Law Enforcement	New Contract	8	
7001	St. Margarets Episcopal School	900	San Juan Capistrano	CA	Charity	Charity Contract	6	
7002	Lawrence Middle School	900	Lawrence	NY	Charity	Charity Contract	6	
7003	Mamaroneck High School	100			Charity	Charity Contract		
7004	Solana Beach Foundation for Learning	900	Solana Beach	CA	Charity	Charity Contract		
7005	Harvest Time Church	900	Greenwich	CT	Charity	Charity Contract		
7006	St. Pius X Church	100	Scarsdale	NY	Charity	Charity Contract		
7007	Kiwanis Club of Prescott	900	Prescott	AZ	Charity	Charity Contract		
7008	Rincon Valley Education Foundation	900	Santa Rosa	CA	Charity	Charity Contract		
7009	Adopt A Family of Marin	900	San Rafael	CA	Charity	Charity Contract		
7010	Grace Brethren Church	900	Norwalk	CA	Charity	Charity Contract		
7011	Del Mar Schools Education Foundation	900	Del Mar	CA	Charity	Charity Contract		
7012	Santa Clara Boy Scouts of America	900	San Jose	CA	Charity	Charity Contract		
7013	The Trinity Players of Queens, Inc.	100	New York	NY	Charity	Charity Contract	0	
7014	Prescott Schools	900	Prescott	AZ	Charity	Charity Contract		
7015	Capistrano Valley High School	900	Viejo	CA	Charity	Charity Contract		
7016	Monterey PTA	900	Monterey	CA	Charity	Charity Contract		
7017	San Clemente High School	900	San Clemente	CA	Charity	Charity Contract		
7018	Grace Brethren Church	900	Norwalk	CA	Charity	New Contract	6	
7777	Test Agency	900			Other	Old Contract	0	
8888	Propery Bureau w/o SKU	900			Liquidator	Old Contract	0	
9001	Property Bureau Federal	900			Other	Old Contract	0	
9100	Hollywood Memorabilia	900			Other	Old Contract	0	
9500	Individual	900			Other	9500 Customers	0	A
9501	Mona Vallon	900	San Diego	CA	Other	9500 Customers	0	A
9503	Employee Sales	300			Other	Employees	6	
9504	John Kucer	600	Bellevue	NE	Other	New Contract	6	B
9505	Employee In-Place Auctions	0	Mission Viejo	CA	Other	Employee Car Sales	6	
9900	9999 Reserved for Accounting	901			Law Enforcement	PR Owned Items	0	

International Association of Chiefs of Police

PO Box 90976 Washington, DC 20090-0976
Remittance Fax: 703-836-4543

Return This Form with Payment. Make a copy for your records.

Member ID: 1582623
Date: December 31, 2008

2009 IACP Membership Dues Renewal Notice

FIRST Notice **Please Return**

Pay in U.S. Funds to: IACP **Amount Due** $120.00
Foundation Tax Deductible Contribution of $

Check #_____ Check Amt US $_____

Or, please charge my VISA MC AE DISC (circle one)

Charge Amount $

Account# Exp. Date

Card Holder Name

Billing Address:

City State Zip

Signature

Thomas P Lane
Chairman & Founder
PropertyRoom.com
26421 Crown Valley Pkwy Ste 200
Mission Viejo, CA 92691
UNITED STATES

IACP Membership Information Update Section

Office Information

Thomas P Lane Id: 1582623
Chairman & Founder
PropertyRoom.com
26421 Crown Valley Pkwy Ste 200
Mission Viejo, CA 92691
UNITED STATES
Phone: 949 282-0121 Fax: 949 282-1036
Email: tomlane@propertybureau.com
Web Add: www.propertybureau.com

1/27

73200 51

ok per Tom Lane 1/27

Renew NOW for 2009 so you will not miss out on any of your IACP Membership Benefits!

Please take a moment and review the Membership Update Section (to the left) to ensure that we have all your correct information which is listed in the online Membership Directory in the "Members Only" area of our website.

Due to the high volume of renewals we will be unable to take renewal payments over the phone.

You can renew online in the "Members Only" area of our website with a credit card.

2009 IACP Membership Renewal

Thomas Lane

Expiration Date	Description	Member ID	Amount
2008/12/31	Associate Member Dues 2009	1582623	$120.00
		Amount Due Now	$120.00

RENEW ONLINE: www.theiacp.org click on "Membership" and " Member's Only"

User Name: 1582623 Password: Lane (Case Sensitive)

Questions: Membership Department (800)THE-IACP or email membership@theiacp.org

Please disregard if payment has already been made.

Federal ID # 53-0227813

PROPERTY ROOM

34371

VENDOR: 0000000051
REMIT TO: International Assn. of Chiefs of Police

CHECK. 0000034371
COMMENT:

DATE: 2/4/2009

INVOICE	DATE	VOUCHER	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
1582623 2009	1/1/2009	0000216355		120.00	0.00	120.00
			TOTALS	120.00	0.00	120.00

SAFEGUARD. LITHO USA SFSL1 CK7S021111L
MSF0001-1
TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 714-669-0389
M04SF031191

MEM

DUES INVOICE

National Auctioneers Association
PO Box 413186
Kansas City, MO 64179-9877
CALL: 913-541-8084 EXT. 15

52463
c/o ~~Thomas Lane~~
~~Property Bureau~~ Room.com Inc 73200-000 NAA.
26421 Crown Valley Pkwy., Ste. 200
Mission Viejo, CA 92691

Jennifer Chapman

Work Phone: (949) 234-0204 - Fax: (949) 234-0047 - Web: NA - Email: tomfegan@propertybureau.com

RENEW
YOUR MEMBERSHIP TODAY!

NATIONAL AUCTIONEERS ASSOCIATION

ADDRESS CORRECTIONS/ADDITIONS:

Please complete this section ONLY if the information listed above has changed.

PREFERRED ADDRESS – CHANGES ONLY

Street or PO Box

City State ZIP Country

949 252-0121 949 367-6687

Phone Fax

jennifer chapman@propertyroom.com

E-mail

Web Address

PERSONAL INFORMATION

☐ Please check if you are a veteran of foreign wars
☐ Male ☐ Female

Date of birth Spouse's name

☐ Check here if you think you have been a member before or are a member of your state association.

List State Association(s)

Name of auction school attended if applicable

OPTIONAL DUES INFORMATION

SPOUSE/SIGNIFICANT OTHER/PARTNER MEMBERSHIP OR AUXILIARY MEMBERSHIP

For $150, the spouse, significant other, or partner of an active member may join the NAA at the "Spouse" membership level. This membership is different from an Auxiliary membership and has standard voting privileges.

Name

Street or PO Box

City State ZIP Country

Phone

Fax

E-mail

PAC - NAA's Political Action Committee

The Auction PAC is the political giving arm of the NAA. Contributions to the Auction PAC must be made separate from membership dues.

Only personal checks and checks from LLCs are accepted. Incorporated businesses are prohibited by law from contributing to the Auction PAC. Contributions to the Auction PAC must be made payable to NAA Inc., PAC.

Do NOT include membership dues payment.

METHOD OF PAYMENT

X Check Enclosed (U.S. dollars drawn on U.S. Bank)

☐ AMEX ☐ MC ☐ VISA ☐ DISCOVER

Credit Card # Exp. Date. mm/yyyy

Card Holder Name (Print)

Signature

MEMEMBERSHIP DUES

It is estimated that 4% of your membership dues will be used for advocating positions on government issues and that portion is therefore not tax deductible as a business expense.

One year $300	$ 300
Two years $535	$
Three years $725	$
Life $5,000 ($1,000 every 5 months)	$
Spouse/Significant Other/Partner $150 (Please complete OPTIONAL DUES INFORMATION)	$
NAA Auxiliary Dues (Please complete OPTIONAL DUES INFORMATION)	$ 25
Voluntary NAF Contribution (to support research and history)	$ 50
TOTAL DUES & CONTRIBUTIONS	$ 375
TOTAL ENCLOSED	$ 325.00

THIS FORM MUST BE RETURNED WITH PAYMENT

FOR A COMPLETE LISTING OF MEMBER BENEFITS PLEASE SEE BACK

PROPERTY ROOM

28574

VENDOR: NAA
REMIT TO: National Auctioneers Association

CHECK: 0000028574
COMMENT:

DATE: 5/1/2008

INVOICE	DATE	VOUCHER	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
Renewal	11/12/2007	0000164041	MEMBER # 52463	325.00	0.00	325.00
			TOTALS	325.00	0.00	325.00

MSF8001-1

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 714-040-0399

M04SF031101

SAFEGUARD. LITHO USA SFSL1 CKTS031111L

Professional References (all information approved for release by Clients)

1. Central VA Regional Narcotics Task Force
   2430 Southland Dr STE A
   Chester, VA 23831

   Special Agent John Anderson
   804-748-0482

   Portable Item and Large Item Gold Services

2. Broward County Sheriff's Department
   880 NW 5th Ave
   Ft Lauderdale, FL 33311

   Yoli Brennan
   954-765-4351

   Portable Item and Large Item Gold Services

3. Village of Carpentersville
   1200 LW Besinger Dr
   Carpentersville, IL 60110

   CSO Beth Acconando
   847-551-3481 X233

   Portable Item and Large Item Platinum Services

4. Cincinnati Police Department
   310 Ezzard Charles Ave
   Cincinnati, OH 45214

   Officer Joe Richter
   513-352-6480

   Portable Item Service

5. Houston Police Department
   1103 Goliad
   Houston, TX 77002

   Captain Victor Rodriguez
   713-247-5783

   Portable Item Service

1. Biographies of Key Operating Personnel

PJ Bellomo, Chief Executive Officer & Board Director
Joining PropertyRoom.com in December 2006 as Chief Operating Officer, Mr. Bellomo accepted a seat on the Board of Directors and a promotion to Chief Executive Officer in February 2008. PJ offers 20 years experience from a handful of start-up and Fortune 500 companies. Prominent among his start-up experiences, Mr. Bellomo held the position of Chief Operating Officer at venture-backed Commerce5, acquired by Digital River in December 2005. PJ has also held various ecommerce, supply chain, and consulting positions at Avnet, Arthur D. Little, iSuppli and Vcommerce. As his first assignment following graduate school, PJ worked as an engineer at a GE production facility in Upstate NY. Mr. Bellomo earned both his BS and MS from Rensselaer Polytechnic Institute

Tom Lane, Founder
Thomas Lane, company founder and a Board Member, is a graduate of St. John's University. Mr. Lane has extensive management experience both domestically and internationally. He has held senior executive positions in such diverse industries as manufacturing, distribution, retailing and franchise development. Prior to forming PropertyRoom.com, Mr. Lane was a managing principal and shareholder of Lane Brothers & Company, Inc, an investment advisory firm. Early in his career Mr. Lane served as a police officer and detective of the Long Beach, New York Police Department.

Harry Brockman, VP of Client Services
Harry joined PropertyRoom.com in the role of Vice President of Client Services, bringing with him over 25 years of experience in distribution, transportation and logistics. He served in senior management positions with the Target, Petco and Smart & Final. He has planned and implemented seven new distribution centers and consolidated three distribution centers into one while reducing operating and inventory costs by over 30%. Early in his career, Harry served as a police officer with the Long Beach, NY Police Department. Presently Harry and his wife reside in Orange County, CA.

Greg Slade, VP of Production Operations
Greg joined PropertyRoom.com in the role of Vice President of Production Operations, bringing with him over 15 years experience from technology manufacturing, retail management, and secondary education. Notable among his assignments, Greg spent the previous nine years at Lexmark International, a $5B global technology manufacturer headquartered in Lexington, KY. At Lexmark he managed the North American order-to-cash business, which among broader responsibilities happened to include vendor management of Commerce5—the outsourced service provider for Lexmark's online store. Prior to Lexmark, Greg held positions in retail sales management and secondary education. He earned his Bachelor of Science from the University of the Cumberlands located in Williamsburg, KY. Presently, Greg resides in Jessamine County, KY.

Shanon Lewis, Director of Marketing
Shanon brings 10 years of experience managing consumer marketing programs for start-ups and major corporations. Prior to joining PropertyRoom.com Ms. Lewis ran a successful web marketing firm catering to e-commerce clients. Previously, she held various marketing positions at Boca Resorts, Inc., AffiliatePrograms.com, Flexi International Software and 4What Interactive, a full service advertising agency. She is a published author with writing credits including *Entrepreneur Magazine*. Ms. Lewis earned her BA in Marketing Communications from New York University in New York City, NY. Presently, Shanon and her family reside in Lexington, KY

Chris Bogdanoff, General Manager, NY Processing Center
Chris manages a staff of 12 and brings 10 years total experience, 7 of which include online auctioning. Prior to his promotion to NY General Manager, Chris worked in every processing center role at the Los Angeles facility, which includes driving trucks, unloading trucks, testing, cataloging, imaging, bike auctions, shipping and Assistant General Manager. Chris' work experiences involve a history of serving large and complex law enforcement agencies, which include the country's two largest: LAPD and NYPD. Presently, Chris and his family reside in Nassau County, NY.

Propertyroom.com, Inc
Balance Sheet - Summary
As of Year End for 2007 and 2008

	Year End 2007	Year End 2008
ASSETS		
Current Assets		
Cash	735,773	1,436,564
Accounts Receivable	126,751	400,268
Inventory	0	4,640
Prepaid Expenses	67,547	34,421
Total Current Assets	930,071	1,875,894
Non-Current Assets		
Fixed Assets	599,282	599,282
Less: Accum Depn and Amort	455,484	508,392
Net Fixed Assets	143,798	90,890
Other Assets	(3,123)	53,543
Total Non-Current Assets	140,674	144,433
Total Assets	1,070,746	2,020,326
LIABILITIES		
Current Liabilities		
Accounts Payable	798,912	2,099,921
Accrued Liabilities	1,017,186	443,707
Deferred Revenue	44,483	107,629
Other Liabilities	144,212	162,212
Total Liabilities	2,004,793	2,813,470
EQUITY		
Common Stock	42,977	42,977
Paid In Capital	12,956,575	13,166,401
Current Year Earnings	(2,603,484)	(68,922)
Retained Earnings	(11,330,116)	(13,933,600)
Total Equity	(934,048)	(793,144)
Total Liabilities and Equity	1,070,746	2,020,326

Vendor Name PROPERTYROOM.COM

ATTACHMENT B - PRICE PROPOSAL - INTERNET AUCTION SERVICES

	Col. A	Col. B	Col. C
	Estimated Total Net Sales Prices of Property for the Year	Percentage of Net Sales Price to be Retained by Proposer	Yearly Amounts Being Retained by Proposer as a Result of Internet Auction Sales (Col A X Col B)
Year 1 of Contract	$500,000.00	50%	$250,000.00
Year 2 of Contract	$500,000.00	50%	$250,000.00
Year 3 of Contract	$500,000.00	50%	$250,000.00
Year 4 of Contract	$500,000.00	50%	$250,000.00
Year 5 of Contract	$500,000.00	50%	$250,000.00
	TOTAL AMOUNT PAID TO CONTRACTOR FOR ALL 5 YEARS (add totals in Col. C for all 5 years)		$1,250,000.00

The net sales price means an amount equal to the sales price of the individual items sold at auction minus the credit card fee for the item. Please see the NYPD Assumptions for the Pricing stated in Section IV.A.3.a of the RFP.

The estimated yearly total net sales prices of property for the year that are listed on the attached Price Proposal Sheet (Attachment B) are good faith estimates by the NYPD of the approximate dollar value of the total net sales prices of all of the property that the NYPD anticipates will be sold each year under the prospective contract for the internet auction services being solicited under this RFP. The estimated amounts are included so that the NYPD is able to compare the price proposals that it receives. The amounts on the Price Proposal sheet are not to be taken as any sort of guarantee of a minimum amount of property to be sold or any sort of limit on the maximum amount of property to be sold under this contract.

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:

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 21 DAY OF March, 20 14.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1411-13472

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: **Revenue Generating**

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 12 2014

COM

APPROVED AS TO FORM:

NOT REQUIRED
ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)