

**CONTRACT NO: 1430-14165**

**FOR**

**OFFICE FURNITURE**

**BETWEEN**



**COOK COUNTY GOVERNMENT  
OFFICE OF CAPITAL PLANNING AND POLICY**

**AND**

**INTERIOR INVESTMENTS, LLC.  
(Based on County of Fairfax, Virginia (Contract No. 4400003403))**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**JAN 21 2015**

**CONTRACT NO: 1430-14165**

**TABLE OF CONTENTS**

AGREEMENT.....1

BACKGROUND .....1

INCORPORATION OF EXHIBITS .....3

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS3

GC-02 PERSONNEL .....4

GC-03 INSURANCE REQUIREMENTS .....4

(a) Additional Insured .....6

(c) Insurance Notices .....8

GC-04 INSPECTION AND RESPONSIBILITY .....8

GC-05 INDEMNIFICATION .....8

GC-06 PAYMENT .....9

GC-07 PREPAID FEES .....9

GC-08 TAXES .....9

GC-09 PRICE REDUCTION .....9

GC-10 CONSULTANT CREDITS .....9

GC-11 DISPUTES.....10

GC-12 DEFAULT .....10

GC-13 COUNTY'S REMEDIES.....11

GC-14 CONSULTANT'S REMEDIES.....11

GC-15 DELAYS .....12

GC-16 MODIFICATIONS AND AMENDMENTS.....12

GC-17 PATENTS, COPYRIGHTS AND LICENSES .....13

GC-18 COMPLIANCE WITH THE LAWS.....13

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES .....14

COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND .....14

CONSULTING SERVICE AND SOLE SOURCE.....14

GC-20 MATERIAL DATA SAFETY SHEET .....17

GC-21 CONDUCT OF THE CONSULTANT .....17

GC-22 ACCIDENT REPORTS .....17

GC-23 USE OF COUNTY PREMISES AND RESOURCES.....18

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT.....18

GC-25 GENERAL NOTICE.....18

GC-26 GUARANTEES AND WARRANTIES.....19

GC-27 STANDARD OF DELIVERABLES.....19

GC-28 DELIVERY .....19

GC-29 QUANTITIES .....20

GC-30 CONTRACT INTERPRETATION.....20

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS .....21  
GC-32 GOVERNING LAW .....21  
GC-33 WAIVER .....21  
GC-34 ENTIRE CONTRACT .....21  
GC-35 AUDIT; EXAMINATION OF RECORDS .....22  
GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS .....23  
GC-37 INDEPENDENT CONSULTANT STATUS; NO THIRD PARTY BENEFICIARIES .....23  
GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT .....23  
GC-39 COOPERATIVE PURCHASING .....23  
GC-40 COOPERATION WITH INSPECTOR GENERAL .....23  
GC-41 FEDERAL CLAUSES .....24  
INCORPORATION OF EXHIBITS .....3  
GENERAL CONDITIONS .....3

Economic Disclosure Statement (Including MBE/WBE participation plan)

**List of Exhibits**

- Exhibit 1      Scope of Services and Price Proposal
- Exhibit 2      Evidence of Insurance
- Exhibit 3      Cook County Board of Commissioners Authorization

Attachment 1 County of Fairfax, Virginia (Contract No. 4400003403)

**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 Interior Investments, LLC., doing business as a corporation of 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 Contractor is an authorized dealer of Herman Miller, Inc.; and

**Whereas**, Herman Miller, Inc., and its authorized dealers was previously awarded a contract (Contract No. 4400003403) for Office Furniture on January 1, 2013, a copy which is attached hereto as Attachment 1 for reference purposes only, but such attachment is not made part of or incorporated into this Agreement, through a Request for Proposal process through U.S. Communities in cooperation with the County of Fairfax, Virginia; and

**Whereas**, U.S. Communities is a national government purchasing cooperative sponsored by the National Association of Counties (NACo) and the National Institute of Government Purchasing (NIGP); and

**Whereas**, the County, through the Office of Capital Planning and Policy, desires certain similar services of the Contractor; and

**Whereas**, the County of Cook, through the intergovernmental collaboration initiative, wishes to leverage the procurement efforts of the County of Fairfax; 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 Interior Investments, LLC, herein after the "Contractor"; and

**Whereas**, the Contractor agrees to provide to the County Office Furniture, incorporated as Exhibit 1 Scope of Services and Price Proposal; and

**Whereas**, the Contractor warrants that it is ready, willing and able to provide these services and

deliver these goods set forth in Exhibit 1 Scope of Services and Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the County of Fairfax, Virginia Contract No. 4400003403, and incorporated herein by reference; and

**Whereas**, this Contract shall be effective from February 1, 2015 through September 30, 2016, with three (3) one (1) year renewal options, which may be used at the discretion of the County; and

**Whereas**, Payment shall be as follows:

In no case shall such charges exceed the amount of **\$1,500,000.00**. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County; and

**Whereas**, the County General Conditions are incorporated and attached, and this Contract incorporates and is subject to the provisions attached hereto as General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Attachment 1 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

**Whereas**, the County's Office of Contract Compliance recommends a 25% MBE and a 10% WBE participation goals to be set for the this contract; 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      Scope of Services and Price Proposal
- Exhibit 2      Evidence of Insurance
- Exhibit 3      Cook County Board of Commissioners Authorization

Attachment 1 County of Fairfax, Virginia (Contract No. 4400003403)

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or as specified elsewhere.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**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

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate Per Project	\$ 2,000,000

Completed Operations Aggregate \$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Comprehensive Automobile Liability Insurance**

Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Umbrella/Excess Liability Insurance**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$4,000,000
General Aggregate Per Project	\$4,000,000

(e) **Contractor's Equipment**

Contractor is responsible for all tools, equipment materials or supplies owned, rented, or used by Contractor.

**Additional requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. The Commercial General Liability policy shall specifically include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalents. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(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. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

(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.

**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. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

**GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

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 eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

**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 United 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 adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (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 Act, 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 1

**Scope of Services and Price Proposal**



### **Scope of Services and Price Proposal**

The Contractor shall furnish Office Furniture to the Office of Capital Planning and Policy, all in accordance with the Contract Documents, Specifications, and Proposal herein. The County reserves the right to add, change or modify items during the contract period.

The Contractor shall provide Office Furniture goods and related services for a **Total Contract Award that is Not-to-Exceed \$1,500,000.00**. This proposed contract is a component of Criminal Courts Administration Building (CCAB) Renovation of Floors 7, 8, & 9 of the Office of the Public Defender at the CCAB.

The contractor will be required to provide and install Office Furniture for the Office of Capital Planning and Policy, and remove all debris from any delivery or installation from the County facilities. This Contract is inclusive of any and all direct and indirect costs including shipping, inside delivery, uncrafting, removal of packing materials, installation, and recycling of packing materials of Office Furniture procured from this contract.

Unless otherwise specified in an amendment to this Contract, or in an authorized Purchase Order, all Office Furniture procured through this Contract shall be delivered to:

Cook County Criminal Courts Administration Building  
Floors 7, 8, 9 (Office of Public Defender)  
2650 South California Avenue, Room 526,  
Chicago, IL 60608.

CONTRACT NO: 1430-14165

EXHIBIT 2

**Evidence of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/11/2014

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. Two Pierce Place Itasca IL 60143-3141	<b>CONTACT NAME:</b> Heather Voce <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> heather_voce@ajg.com	<b>FAX (A/C, No):</b> 630-285-4006													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : LM INS CORP</td> <td>33600</td> </tr> <tr> <td>INSURER B : LIBERTY MUT FIRE INS CO</td> <td>11748</td> </tr> <tr> <td>INSURER C : EMPLOYERS INS OF WAUSAU</td> <td>21458</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : LM INS CORP	33600	INSURER B : LIBERTY MUT FIRE INS CO	11748	INSURER C : EMPLOYERS INS OF WAUSAU	21458	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : LM INS CORP	33600														
INSURER B : LIBERTY MUT FIRE INS CO	11748														
INSURER C : EMPLOYERS INS OF WAUSAU	21458														
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Interior Investments, LLC 550 Bond St Lincolnshire, IL 60069															

**COVERAGES**                      **CERTIFICATE NUMBER:** 1496353151                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TBKZ91456932084	5/15/2014	5/15/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		ASJZ91456932024	5/15/2014	5/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$ 10,000			TH7Z91456932044	5/15/2014	5/15/2015	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCCZ91456932014	5/15/2014	5/15/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Contract #: 1430-14165  
 Cook County, its officials, employees and agents are shown as additional insured with respect to General Liability as evidenced herein on a primary/non-contributory basis and Auto Liability coverage as required by written contract with respect to the work performed by the named insured. Umbrella Liability follows form.

<b>CERTIFICATE HOLDER</b>  Cook County Criminal Courts Administration Building Floors 7, 8, 9 (Office of Public Defender) 2650 South California Avenue, Room 526 Chicago IL 60608	<b>CANCELLATION</b>  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 
--	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ILLINOIS COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Index of modified items:

- Item 1. Reasonable Force
- Item 2. Non-Owned Watercraft Extension
- Item 3. Damage To Premises Rented To You - Expanded Coverage
- Item 4. Bodily Injury To Co-Employees
- Item 5. Knowledge Of Occurrence
- Item 6. Notice Of Occurrence
- Item 7. Unintentional Errors And Omissions
- Item 8. Bodily Injury Redefinition
- Item 9. Supplementary Payments - Increased Limits
- Item 10. Property In Your Care, Custody Or Control
- Item 11. Mobile Equipment Redefinition
- Item 12. Newly Formed Or Acquired Entities
- Item 13. Blanket Additional Insured Where Required By Written Contract
  - Lessors of Leased Equipment
  - Managers or Lessors of Premises
  - Mortgagees, Assignees or Receivers
  - Owners, Lessees or Contractors
  - Architects, Engineers or Surveyors
  - Any Person or Organization
- Item 14. Blanket Additional Insured - Grantors Of Permits
- Item 15. Waiver Of Right Of Recovery By Written Contract Or Agreement
- Item 16. Other Insurance Amendment
- Item 17. Contractual Liability - Railroads

**Item 1. Reasonable Force**

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Item 2. Non-Owned Watercraft Extension**

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

**(2) A watercraft you do not own that is:**

- (a) Less than 55 feet long; and**

(b) Not being used to carry persons or property for a charge;

**Item 3. Damage To Premises Rented To You - Expanded Coverage**

A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

a. \$300,000; or

b. The Damage To Premises Rented To You Limit shown on the Declarations.

C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

**Item 4. Bodily Injury To Co-Employees**

A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

(1) To you;

(2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or

- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

- B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

**Item 5. Knowledge Of Occurrence**

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

**Item 6. Notice Of Occurrence**

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

**Item 7. Unintentional Errors And Omissions**

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Item 8. Bodily Injury Redefinition**

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

**Item 9. Supplementary Payments - Increased Limits**

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

**Item 10. Property In Your Care, Custody Or Control**

- A. Paragraphs (3) and (4) of exclusion j. of Section I - Coverage A - Bodily Injury and Property Damage Liability only apply to:
1. "Property damage" to borrowed equipment, or
  2. "Property damage" to property in your care, custody and control while in transit.
- B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

**C. Limits of Insurance**

Subject to Paragraphs 2., 3., and 5. of Section III - Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 10.

**Item 11. Mobile Equipment Redefinition**

The definition of "Mobile Equipment" in Section V - Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

**Item 12. Newly Formed Or Acquired Entities**

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.
  - a. Coverage under this provision is afforded only until:
    - (1) The 180th day after you acquire or form the organization;
    - (2) Separate coverage is purchased for the organization; or
    - (3) The end of the policy period,whichever is earlier.
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**Item 13. Blanket Additional Insured Where Required By Written Contract**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

**e. Additional Insured by Written Contract or Written Agreement**

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
- (b) Any premises for which coverage is excluded by endorsement.

- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- (4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.
- (5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising 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, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.
- (6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations; or

(b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;
2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

- (1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;
- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

**Item 14. Blanket Additional Insured – Grantors Of Permits**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

**Item 15. Waiver Of Right Of Recovery By Written Contract Or Agreement**

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

**Item 16. Other Insurance Amendment**

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**Item 17. Contractual Liability – Railroads**

Paragraph 9. of Section V - Definitions is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

CONTRACT NO: 1430-14165

EXHIBIT 3

**Cook County Board of Commissioners Authorization**

CONTRACT NO: 1430-14165

**Attachment 1**  
**County of Fairfax, Virginia (Contract No. 4400003403)**



# County of Fairfax, Virginia

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

## MEMORANDUM OF NEGOTIATION RFP2000000330

The County of Fairfax (hereinafter called the County) and Herman Miller, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400003403. The final contract contains the following items:

- a. Fairfax County's RFP2000000330
- b. All Addenda
- c. Herman Miller, Inc. Technical and Business proposal as amended by this Memorandum of Negotiations
- d. Response to clarifications dated August 7, and 8, 2012
- e. The Memorandum of Negotiations

The following and are to be included in the contract:

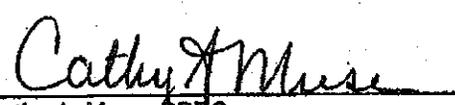
1. This contract will begin on January 1, 2013 and terminate on December 31, 2016. Fairfax County reserves the right to renew the contract for four (4) years, one (1) year at a time by mutual agreement.
2. Revised Cost Proposal Attachment A – Price Sheet – submitted via e-mail on August 9, 2012.
3. Discounts will remain firm for the duration of the contract. Discounts will be taken from the price books dated September 4, 2012 until new price books are released.

All other prices, terms, and conditions remain the same.

ACCEPTED BY:

  
John Amrhein, Vice President of Operations  
& North America Strategy Development  
Herman Miller Inc.

10/2/12  
Date

  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

10/9/12  
Date

DPSM OCT 31 2012 10:26

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



# County of Fairfax, Virginia

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

OCT 10 2012

Herman Miller, Inc.  
855 East Main Ave  
P.O. Box 302  
Zeeland, MI 49464

Attention: Dave Gillman, Contract Manager

Reference: RFP2000000330 – Office Furniture and Related Services and Solutions

Dear Mr. Gillman:

## ACCEPTANCE AGREEMENT

**Contract Number: 4400003403**

This acceptance agreement signifies a contract award to Herman Miller, Inc. in its entirety for Office Furniture and Related Services and Solutions. The period of the contract is from January 1, 2013, through December 31, 2016, with four (4), one (1) year renewal options.

The contract award shall be in accordance with the following:

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

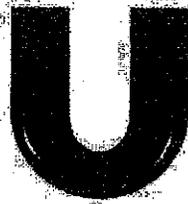
Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by the County. Please provide your Insurance Certificate according to Special Provisions paragraph 14 within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at [www.fairfaxcounty.gov/register](http://www.fairfaxcounty.gov/register).

Cathy A. Mize, CPPO  
Director/County Purchasing Agent

Department of Purchasing and Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035

Website: [www.fairfaxcounty.gov/dpsm](http://www.fairfaxcounty.gov/dpsm)

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



**U.S. COMMUNITIES™**  
**GOVERNMENT PURCHASING ALLIANCE**



**COMPETITIVE SOLICITATION**

**BY FAIRFAX COUNTY**

**FOR**

**SYSTEMS FURNITURE, FREESTANDING FURNITURE, SEATING, FILING  
EQUIPMENT AND RELATED PRODUCTS, SUPPORT SERVICES AND  
SOLUTIONS**

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES**

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES**

**GOVERNMENT PURCHASING ALLIANCE**

**RFP2000000330**

## PRE-PROPOSAL CONFERENCE

RFP2000000330

A pre-proposal conference will be held on July 2, 2012 at 1:30 pm local time at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Rooms 9 and 10, Fairfax, Virginia. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

All questions pertaining to this RFP should be submitted in writing to the contract Specialist, George Bright at [dpsmteam2@fairfaxcounty.gov](mailto:dpsmteam2@fairfaxcounty.gov) prior to the pre-proposal conference.



# FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT  
12000 GOVERNMENT CENTER PARKWAY, SUITE 427  
FAIRFAX, VIRGINIA 22035-0013  
www.fairfaxcounty.gov/dpsm

VIRGINIA

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

ISSUE DATE: June 12, 2012	REQUEST FOR PROPOSAL NUMBER: 2000000330	TITLE: Office Furniture and Related Services and Solutions
DEPARTMENT: Facilities Management	DUE DATE/TIME: July 19, 2012 @ 3:00 p.m.	CONTRACT SPECIALIST : George Bright, CPPB 703.324.3215; <a href="mailto:george.bright@fairfaxcounty.gov">george.bright@fairfaxcounty.gov</a>

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

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

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

\_\_\_\_\_ Federal Employer Identification No or \_\_\_\_\_

\_\_\_\_\_ Federal Social Security No. (Sole Proprietor) \_\_\_\_\_

\_\_\_\_\_ Prompt Payment Discount: \_\_\_% for payment within \_\_\_ days/net \_\_\_ days

\_\_\_\_\_ State Corporation Commission (SCC) Identification No. \_\_\_\_\_

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

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE:  LARGE (Y)  SMALL (B)  
 MINORITY-OWNED SMALL (X)  MINORITY OWNED LARGE (V)  WOMEN-OWNED SMALL (C)  
 WOMEN OWNED LARGE (A)  NON PROFIT (9)

CHECK ONE:  INDIVIDUAL  PARTNERSHIP  CORPORATION  
State in which Incorporated: \_\_\_\_\_

\_\_\_\_\_  
Vendor Legally Authorized  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Secretary

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

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



## Table of Contents

<b>Introduction and Background .....</b>	<b>5</b>
Overview.....	5
U.S. Communities.....	7
<b>Supplier Qualifications .....</b>	<b>10</b>
Commitments .....	10
U.S. Communities Administration Agreement .....	15
Supplier Worksheet .....	16
New Supplier Implementation Checklist.....	17
<b>Supplier Information .....</b>	<b>19</b>
<b>Fairfax County Special Provisions.....</b>	<b>23</b>
<b>Attachment A (Price Sheet) .....</b>	<b>34</b>
<b>Attachment B (Sample Project) .....</b>	<b>35</b>
<b>Attachment C (References) .....</b>	<b>36</b>
<b>Appendix A (General Conditions and Instructions to Bidders) .....</b>	<b>37</b>
<b>Appendix B .....</b>	<b>49</b>
Offeror Data Sheet.....	49
Business, Professional and occupational License.....	50
<b>Appendix C (Master Intergovernmental Cooperative Purchasing Agreement).....</b>	<b>52</b>
<b>Appendix D (Administration Agreement) .....</b>	<b>54</b>
<b>State Notice Addendum .....</b>	<b>67</b>
<b>FEMA Standard Terms and Conditions Addendum.....</b>	<b>105</b>

## INTRODUCTION AND BACKGROUND OVERVIEW

### 1. MASTER AGREEMENT

Fairfax County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Systems Furniture, Freestanding Furniture, Seating, Filing Equipment and Related Products, Support Services and Solutions (herein "Products and Services").

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

### 2. OBJECTIVES

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

### 3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers are to propose the broadest selection of SYSTEMS FURNITURE, FREESTANDING FURNITURE, SEATING, FILING EQUIPMENT AND RELATED PRODUCTS, SUPPORT SERVICES AND SOLUTIONS offered. The intent of this solicitation is to provide Participating Public Agencies with services to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing Services as defined in this RFP, including but not limited to the following:

- A. Systems Furniture – The complete catalog of all systems furniture, lines, and accessories available from the Supplier;
- B. Freestanding Furniture – The complete catalog of all case goods, furniture and accessories available from the Supplier;
- C. Seating – The complete catalog of chairs and other seating available from the Supplier;
- D. Filing Systems and Equipment – The complete catalog of filing systems, freestanding file cabinets and equipment and accessories available from the Supplier;
- E. Related Products, Support Services and Solutions – Related office interior products and design, installation, systems furniture reconfiguration, assessment tools, and any other services or solutions offered by Supplier.

## INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

### 4. U.S. COMMUNITIES

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

#### National Sponsors

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

#### Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States. Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

#### Current U.S. Communities Advisory Board Members

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

#### Participating Public Agencies

Today more than 50,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.2 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

## **INTRODUCTION AND BACKGROUND U.S. COMMUNITIES**

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

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

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$300 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Fairfax County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2011 purchased more than \$85 Million Dollars of products and services from existing U.S. Communities contracts.

### **Marketing Support**

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

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

### **Marketplace**

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

## INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

### **Multiple Awards**

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

### **Evaluation of Proposals**

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

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

## SUPPLIER QUALIFICATIONS COMMITMENTS

### SUPPLIERS

#### Commitments

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

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

#### (a) Corporate Commitment.

- (i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.
- (ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- (iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- (v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.
- (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

## SUPPLIER QUALIFICATIONS COMMITMENTS

- (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) Pricing Commitment.

- (i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- (ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
- (A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
- (B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
- (C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- (iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

## SUPPLIER QUALIFICATIONS COMMITMENTS

- (iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
- (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
  - (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
  - (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
  - (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
  - (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
- (c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- (d) Sales Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

## SUPPLIER QUALIFICATIONS COMMITMENTS

- (i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
- (ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
- (A) A dedicated U.S. Communities internet web-based homepage containing:
    - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
    - (2) Copy of original procurement solicitation;
    - (3) Copy of Master Agreement including any amendments;
    - (4) Summary of Products and Services pricing;
    - (5) Electronic link to U.S. Communities' online registration page; and
    - (6) Other promotional material as requested by U.S. Communities.
  - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
  - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

**SUPPLIER QUALIFICATIONS  
COMMITMENTS**

- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

**SUPPLIER QUALIFICATIONS  
U.S. COMMUNITIES ADMINISTRATION AGREEMENT**

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

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

**SUPPLIER QUALIFICATIONS**  
**SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.  
 YES \_\_\_ NO \_\_\_
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?  
 YES \_\_\_ NO \_\_\_
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 50 U.S. states?  
 YES \_\_\_ NO \_\_\_
- D. Did your company have sales greater than \$50 million last year in the United States?  
 YES \_\_\_ NO \_\_\_
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?  
 YES \_\_\_ NO \_\_\_
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?  
 YES \_\_\_ NO \_\_\_
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?  
 YES \_\_\_ NO \_\_\_
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
 YES \_\_\_ NO \_\_\_
- I. Will your company commit to the following program implementation schedule?  
 YES \_\_\_ NO \_\_\_
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?  
 YES \_\_\_ NO \_\_\_

Submitted by: \_\_\_\_\_

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

**SUPPLIER QUALIFICATIONS  
NEW SUPPLIER IMPLEMENTATION CHECKLIST**

New Supplier Implementation Checklist		Target Completion After Award
<b>1. First Conference Call</b>		<b>One Week</b>
	Discuss expectations Establish initial contact people & roles Outline kickoff plan Establish WebEx training date	
<b>2. Second Conference Call</b>		<b>One Week</b>
	Review Contract Commitments	
<b>3. Administration Agreement Signed</b>		<b>One Week</b>
	Lead Public Agency agreement signed	
<b>4. Supplier Login Established</b>		<b>One Week</b>
	Complete Supplier initiation form Complete Supplier product template Create user account & user ID - Communicate to Supplier	
<b>5. Initial Sr. Management Meeting</b>		<b>Two Weeks</b>
	Review commitments Discuss National Account Manager (NAM) role & staff requirements Discuss reporting process & requirements Review kickoff plan Determine field sales introductory communication plan	
<b>6. Initial NAM &amp; Staff Training Meetings</b>		<b>Two Weeks</b>
	Discuss expectations, roles & responsibilities Introduce and review web-based tools Discuss sales organization & define roles Review with NAM Review process & expectations with NAM and lead referral person Discuss marketing plan and customer communication strategy Discuss Admin process/expectations & provide admin support training	
<b>7. Review Top 10 Local Government Contracts</b>		<b>Two Weeks</b>
	Determine strategies with NAM	
<b>8. Program Contact Requirements</b>		<b>Two Weeks</b>
	Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	
<b>9. Web Development</b>		<b>Two Weeks</b>
	Initiate IT contact	<b>Three Weeks</b>
	Website construction	<b>Four Weeks</b>
	Website final edit	<b>Four Weeks</b>
	Product upload to U.S. Communities site	<b>Four Weeks</b>

**SUPPLIER QUALIFICATIONS  
NEW SUPPLIER IMPLEMENTATION CHECKLIST**

<b>10 Sales Training &amp; Roll Out</b>	
Regional Manager (RM) briefing - Coordinate with NAM	<b>One Week</b>
Initial remote WebEx training for all sales - Coordinate with NAM	<b>Two Weeks</b>
Top 10 metro areas - Coordinate with NAM & RM	<b>Four Weeks</b>
Initiate contact with Advisory Board (AB) members	<b>Four Weeks</b>
Training plan for other metros	
<b>11 Marketing</b>	
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	
<b>12 Green Initiative</b>	
Identify Green Products	<b>Two Weeks</b>
- Certifications	
- New product identification	
Identify green expert	
Green reporting	<b>Six Weeks</b>
Upload product to U.S. Communities website	<b>Four Weeks</b>
- Product description	
- Picture	
- SKU	
Green marketing material	<b>Six Weeks</b>
- Approved by U.S. Communities	
- Printed/ Images	
- Articles/ Best Practices/ Supplier internal green practices	
- Workshops	
- Green tradeshow	
- 3rd Party green vendors	

**SUPPLIER INFORMATION**

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

**COMPANY**

1. Total number and location of sales persons employed by your company in the United States;

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
<b>Total: 366</b>		

2. Number and location of manufacturing facilities in the United States and Canada;
3. Number and location of distribution outlets in the United States and Canada (if applicable);
4. Number and location of support centers (if applicable);
5. Annual sales for 2009, 2010 and 2011 in the United States; Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2009, 2010, AND 2011</b>			
Segment	2009 Sales	2010 Sales	2011 Sales
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b>Total Supplier Sales</b>			

6. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
7. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.
8. Provide 3 references in Attachment C of public agencies where products or services of similar size and scope have been performed in the last 12 months.

**SUPPLIER INFORMATION****DISTRIBUTION**

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and dealer network as applicable.
5. Describe your company's ability to do business with dealer organizations that are either small or MWBE businesses as defined by the Small Business Administration.
6. State the company's standard delivery time, any options for expediting delivery and return policies.
7. State restocking fees, if any, for products returned.

**MARKETING**

1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
  - a. \$ \_\_\_\_\_ .00 will be transitioned in year one.
  - b. \$ \_\_\_\_\_ .00 will be transitioned in year two.
  - c. \$ \_\_\_\_\_ .00 will be transitioned in year three.
5. Explain how your company proposes to resolve any complaints, issues or challenges.
6. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management along with key executive personnel that will be supporting the program.

**PRODUCTS**

1. Provide a description of the Products and Services to be provided by the major product category set forth in the General Definition of Products and Services of the RFP. The primary objective is for each supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
3. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?
4. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Systems Furniture, Freestanding Furniture, Seating, Filing Equipment and Related Products, Support Services and Solutions.

**SUPPLIER INFORMATION****QUALITY**

1. Describe your company's quality control processes from manufacture through delivery and installation.
2. What testing methodologies do you use to ensure compliance with company specifications and industry standards?
3. Describe your problem escalation process.
4. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
5. Describe and provide any product or service warranties.

**ADMINISTRATION**

1. Describe your company's capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s).
5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
7. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

**NATIONAL STAFFING PLAN**

A national staffing plan is required which describes the Supplier's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project.

**SUPPLIER INFORMATION****ENVIRONMENTAL**

1. Provide a brief description of any company environmental initiatives.
2. What is your company's environmental strategy?
3. What is your investment in being an environmentally preferable product leader?
4. Do you have any resources dedicated to your environmental strategy? Please describe.
5. Describe your company's process for defining green products or sustainable processes.
6. Provide documentation on the recycled and recyclable materials in each of your proposed products.
7. Provide certifications demonstrating that products are tested for sustainability.
8. Describe your company's efforts to reduce packaging and minimize environmental footprint in the shipping process.
9. What innovative programs have you implemented to make your products more sustainable?

**ADDITIONAL INFORMATION**

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

**FAIRFAX COUNTY SPECIAL PROVISIONS****1. SCOPE OF CONTRACT:**

- 1.1 The purpose of this Request for Proposal is to solicit sealed proposals to establish a cooperative contract or contracts through competitive negotiation for Systems Furniture, Freestanding Furniture, Seating, Filing Equipment, and Related Products and Support Services and Solutions for the County of Fairfax, Virginia and on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

**2. PRE-PROPOSAL CONFERENCE:**

- 2.1 A pre-proposal conference will be held on July 2, 2012 at 1:30 P.M. local time in the Fairfax County Government Center, 12000 Government Center Parkway, Rooms 9 and 10, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 2.2 The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to [George.Bright@fairfaxcounty.gov](mailto:George.Bright@fairfaxcounty.gov).

**3. CONTRACT PERIOD AND RENEWAL:**

- 3.1 This contract will begin on January 1, 2013, or date of award, whichever is later, and terminate on December 31, 2016. Fairfax County reserves the right to renew this contract for four (4) years, one (1) year at a time.
- 3.2 The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
- 3.2 Qualified Offerors are encouraged to submit a proposal for Systems Furniture, Freestanding Furniture, Seating, Filing Equipment and Related Products, Support Services and Solutions.

**4. TECHNICAL PROPOSAL INSTRUCTIONS:**

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

Electronic/soft copies submitted must be certified free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. Those who submit electronic/soft copies that contain viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. may be liable for resulting damages.

## FAIRFAX COUNTY SPECIAL PROVISIONS

- 4.2. The Offeror must submit the Technical Proposal in a separate binder containing the following information divided by tabs:

**Tab 1 – COVER LETTER:** The cover letter will provide a brief history of the Offeror and its organization. The letter will indicate the principal or officer of the Offeror organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects on the scope of services and provisions on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

**Tab 2 – EXECUTIVE SUMMARY:** The Offeror will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

**Tab 3 – OFFEROR PROFILE:** The Offeror must provide a profile of its organization and all other companies who will be providing products or services through a dealer or distribution arrangement with the Offeror. At a minimum, the Offeror will provide the following information.

- Name of firm submitting proposal
- Main office address
- If a corporation, when and where incorporated
- Number of years in business
- Total number of employees
- Appropriate Federal, State, and County registration numbers

**Tab 4 – OFFEROR INFORMATION**

- a. Supplier Qualifications (Ref. pages 10-14): Offeror must include a narrative of its understanding and acceptance of the Supplier Commitments.
- b. Completed and signed Supplier Worksheet for National Program Consideration (Ref. page 16).
- c. Supplier Information (Ref. pages 19-22)

**Tab 5 – PROJECT STAFFING PLAN**

Describe Offeror's project management process. Identify which responsibilities and tasks are assigned to staff at manufacturing facilities, local dealers, local manufacturer's showrooms and subcontractors. Explain how the tasks are effectively coordinated. Include the sequence of the tasks for a typical project. If there are numerous manufacturing facilities please explain how production and shipments are coordinated with a project schedule.

**Tab 6 - STATEMENT OF QUALIFICATIONS**

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

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Provide three (3) references in Attachment C of public agencies where products or services of similar size and scope have been performed in the last twelve (12) months. References must include organization names, addresses, names of contact persons, and telephone numbers for such references.
- c. Personnel: The manufacturing staff and dealer network staff who may be assigned direct work during this contract should be identified. Information is required which will show the composition of the work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this contract.

**FAIRFAX COUNTY SPECIAL PROVISIONS**

## Tab 7 – FINANCIAL STATEMENTS

Offeror must provide detailed, audited income statements and balance sheets from four of the most recent reporting periods.

## Tab 8 – APPENDIX B DOCUMENTS

- a. Offeror Data Sheet
- b. Business, Professional and Occupational License

Tab 9 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed unaltered

**5. CONSULTATION SERVICES:**

- 5.1. The contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

**6. COST PROPOSAL INSTRUCTIONS:**

- 6.1. The Offeror must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Price Sheet – **Attachment A**).

It is required that ten (10) copies of the cost proposal be provided in CD or thumb drive format. The Offeror must include a notarized statement that the CD or thumb drive version is a true copy of the printed version.

- a. Provide the pricing using a **fixed percentage (%)** discount off a MANUFACTURER PRICE LIST or other objectively verifiable criteria.
- b. Provide the reference to the standard index or other objective criteria used to determine pricing of each Product category and state why this is most advantageous to Participating Public Agencies. **Copies of the relevant price lists must be included in the Cost Proposal.**
- c. Discounts will be quoted on the basis of:
  1. **DROP SHIP:** All deliveries shall be delivered to the site. Purchaser is responsible for unloading.
  2. **INSIDE DELIVERY:** All deliveries shall be delivered to the site and unloaded.
  3. **BASIC INSTALLATION:** Basic installation includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
  4. **EXPANDED SERVICE INSTALLATION:** Expanded service installation includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.
  5. **NORMAL HOURS:** Normal hours are defined as 7:00 am – 5:00 pm local time.
  6. **AFTER HOURS:** After hours are defined as evenings, weekends and holidays.
- d. Installation may be priced by region, zone or other categorization provided pricing is submitted as an hourly rate. Basic and Expanded Service installation must be priced.

**FAIRFAX COUNTY SPECIAL PROVISIONS**

- e. Pricing for installation and services such as design, project management, asset management, refurbishment and other services should be priced at an hourly rate. An hourly rate range is acceptable.
  - f. Storage should be priced at a monthly rate or other recommended fixed rate(s).
  - g. Detail any additional pricing incentives or rebates that may be available such as for large volume purchase by Participating Public Agencies.
  - h. Provide pricing for any additional related products, services and solutions offered.
- 6.2 The Offeror must submit pricing for the Sample Project provided in Attachment B. Pricing should be based on pricing quoted in Attachment A. The Sample Project will be used for evaluation purposes only.
- a. To obtain the Sample Project in a software format other than what is provided in Attachment B, contact the following person:

Jean Walker-White  
 Department of Facilities Management  
[Jean.walker@fairfaxcounty.gov](mailto:Jean.walker@fairfaxcounty.gov)

**7. PRICING:**

- 7.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), U.S. City Averages, or other relevant indices.
- 7.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 7.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)
- 7.4. Prices/discounts shall be F.O.B. destination.
- 7.5. It is the vendor's responsibility to provide the County and Participating Public Agencies with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the contract.

**8. TRADE SECRETS/PROPRIETARY INFORMATION:**

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

## FAIRFAX COUNTY SPECIAL PROVISIONS

### 9. CONTACT FOR CONTRACTUAL MATTERS:

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

George Bright, CPPB, Contract Specialist  
 Department of Purchasing and Supply Management  
 Telephone: (703) 324-3215  
 E-mail: [George.bright@fairfaxcounty.gov](mailto:George.bright@fairfaxcounty.gov)

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

### 10. SUBMISSION OF PROPOSAL:

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

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

- 10.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/dpsm/solic/htm](http://www.fairfaxcounty.gov/dpsm/solic/htm).
- 10.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 10.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 10.5. Each original and set of the ten (10) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32)
  - b. Technical proposal as required in the Special Provisions, paragraph 4 **TECHNICAL PROPOSAL INSTRUCTIONS**.
  - c. Cost proposal as required in the Special Provisions paragraph 6, **COST PROPOSAL INSTRUCTIONS**. (Attachments A and B should be included in the Cost proposal).

**FAIRFAX COUNTY SPECIAL PROVISIONS**

- 10.6 By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

**11. LATE PROPOSALS:**

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

**12. PERIOD THAT PROPOSALS REMAIN VALID:**

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

**13. BASIS FOR AWARD:**

- 13.1 This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible Offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 13.2 A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated Offeror(s) will then be reviewed.
- 13.3 No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 9.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an Offeror from the procurement process.
- 13.4 Based on the results of the preliminary evaluation, the highest rated Offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.
- 13.5 Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

**FAIRFAX COUNTY SPECIAL PROVISIONS**

## 13.6 Proposal Evaluation Criteria

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

- A. **PROVEN EXPERIENCE** of the company's success in providing Systems Furniture, Freestanding Furniture, Seating, Filing Equipment and Related Products, Support Services and Solutions on nationwide and local basis in a timely manner.
  - B. Depth of response to **TECHNICAL PROPOSAL INSTRUCTIONS** (Ref. Special Provisions, paragraph 4.
  - C. Depth of response to **COST PROPOSAL INSTRUCTIONS** (Ref. Special Provisions, paragraph 6.
  - D. Depth of Response to **SUPPLIER QUALIFICATIONS** and **SUPPLIER INFORMATION**.
- 13.7 The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 13.8 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, Offerors should provide complete, thorough proposals with the Offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, Offerors should submit such additional material in a timely manner.
- 13.9 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 13.10 The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

**14. INSURANCE:**

- 14.1 The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 14.2 The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.

**FAIRFAX COUNTY SPECIAL PROVISIONS**

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

**15. METHOD OF ORDERING:**

- 15.1 The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 15.2 A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.

**FAIRFAX COUNTY SPECIAL PROVISIONS**

- 15.3 Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 15.4 Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 15.5 Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.
- 16. REPORTS AND INVOICING:**
- 16.1 The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 16.2 The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- a. Employee name;
  - b. The name of the County department;
  - c. Date of services
  - d. The type of services; and,
  - e. The itemized cost for each item/service.
- 16.3 County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 16.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.
- 17. PAYMENTS:**
- 17.1 The County will pay the Contractor based upon completion, acceptance, and approval by the County.
- 18. CHANGES:**
- 18.1 Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 18.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.
- 19. DELAYS AND SUSPENSIONS:**
- 19.1 The Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. If, after giving the County Purchasing Agent written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor's time of completion by a period of time reasonably suited for completion of work.

**FAIRFAX COUNTY SPECIAL PROVISIONS**

- 19.2. The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor's cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the Contractor decides to proceed without the data and services that were to be provided by the County, any error or omission of the Contractor that resulted from the County's omission will not constitute default by the Contractor.

**20. ACCESS TO AND INSPECTION OF WORK:**

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

**21. PROJECT AUDITS:**

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

**22. DATA SOURCES:**

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

**FAIRFAX COUNTY SPECIAL PROVISIONS****23. SAFEGUARDS OF INFORMATION:**

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

**24. ORDER OF PRECEDENCE:**

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

**25. NEWS RELEASE BY VENDORS:**

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

**26. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

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

**27. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

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

**ATTACHMENT A  
PRICE SHEET**

Product	Manufacturer Discount Percent from List Price (or other objectively verifiable criteria)					Volume Discounts (Use more columns as necessary.)
	List Price	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	
<i>Insert additional rows as necessary.</i>						
<b>Other Related Products</b>						
<i>Insert additional rows as necessary.</i>						
<b>Additional Services and Solutions</b>	<b>Hourly Rates</b> (A range is acceptable)					
Installation						
After hours installation						
Design						
Project Management						
Asset Management						
Refurbishment						
	<b>Monthly Fee</b> (Include any additional options offered)					
Storage						
<b>Other Related Services and Solutions</b>	<b>Hourly Rates</b>					
<i>Insert additional rows as necessary for any additional services and solutions offered by Supplier.</i>						

**Note:**

- Drop Ship** price includes product delivery to the site, the purchaser is responsible for unloading.
- Inside Delivery** price includes product delivered to the site and unloaded.
- Basic Installation** price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
- Expanded Service Installation** price to include basic installation; field measurements surveyed, documented and coordinated; electrical and tele/data infeed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.



**ATTACHMENT C  
REFERENCES**

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

**Reference 1**

Public Agency Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Description of products or services provided:

Total dollar amount: \_\_\_\_\_  
\*\*\*\*\*

**Reference 2**

Public Agency Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Description of products or services provided:

Total dollar amount: \_\_\_\_\_  
\*\*\*\*\*

**Reference 3**

Public Agency Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Description of products or services provided:

Total dollar amount: \_\_\_\_\_  
\*\*\*\*\*

# COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

### 2. DEFINITIONS-

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

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

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

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

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

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

**COUNTY:** County of Fairfax.

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

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

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

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

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

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

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

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

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

**STATE:** Commonwealth of Virginia.

### CONDITIONS OF BIDDING

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

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

### 4. LATE BIDS & MODIFICATIONS OF BIDS-

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

### 5. WITHDRAWAL OF BIDS-

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

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

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

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

### SPECIFICATIONS

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

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

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

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

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

### AWARD

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

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

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

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

**27. PROMPT PAYMENT DISCOUNT-**

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

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

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

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

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

### CONTRACT PROVISIONS

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

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

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

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

### 33. TERMINATION OF CONTRACT FOR CAUSE-

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

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

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

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

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

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

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

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

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

### 41. SMALL AND MINORITY BUSINESS UTILIZATION

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

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

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

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

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

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

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

**DELIVERY PROVISIONS**

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

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

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

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

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

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- 51. ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
- 52. METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
- 53. WEIGHT CHECKING**-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.
- 54. DEMURRAGE AND RE-SPOTTING**-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.
- 55. REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
- 56. PACKING SLIPS OR DELIVERY TICKETS**-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
1. The Purchase Order Number,
  2. The Name of the Article and Stock Number (Supplier's),
  3. The Fairfax County Identification Number (FCIN), if specified in the order,
  4. The Quantity Ordered,
  5. The Quantity Shipped,
  6. The Quantity Back Ordered,
  7. The Name of the Contractor.

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

### BILLING

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

### PAYMENTS

- 58. PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.
- 59. PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
- 60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

### GENERAL

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

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS****62. SERVICE CONTRACT GUARANTY**-Contractor agrees to:

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

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

**64. OFFICIALS NOT TO BENEFIT-**

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

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

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

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

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

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

### BIDDER/CONTRACTOR REMEDIES

#### 69. INELIGIBILITY-

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

#### 70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

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

#### 71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

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

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

### 72. PROTEST OF AWARD OR DECISION TO AWARD-

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

### 73. CONTRACTUAL DISPUTES-

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

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

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

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

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

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

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

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

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

**APPROVED:**

/S/ David P. Bobzien  
COUNTY ATTORNEY

/S/ Cathy A. Muse  
COUNTY PURCHASING AGENT

**OFFEROR DATA SHEET**

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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

Service Representative: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Fiscal Representative: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Payment Address, if different from above:

\_\_\_\_\_  
\_\_\_\_\_

### BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

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

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

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

---

---

---

---

---

---

---

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**BUSINESS CLASSIFICATION**

**DEFINITIONS**

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

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

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

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

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

## ADMINISTRATION AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

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

### ARTICLE I

#### GENERAL TERMS AND CONDITIONS

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

## **ADMINISTRATION AGREEMENT**

- 1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.
- 1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- 1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.
- 1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

### **ARTICLE II**

#### **TERM OF AGREEMENT**

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

### **ARTICLE III**

#### **REPRESENTATIONS AND COVENANTS**

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

## ADMINISTRATION AGREEMENT

### 3.2 U.S. Communities' Representations and Covenants.

- (a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier's sales force.
- (b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

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

- (a) Corporate Commitment.
  - (i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.
  - (ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
  - (iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
  - (iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
  - (v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

## ADMINISTRATION AGREEMENT

- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.
- (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
- (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

- (i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- (ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
  - (A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

**ADMINISTRATION AGREEMENT**

- (B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
  - (C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- (iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- (iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
- (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
  - (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
  - (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
  - (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

**ADMINISTRATION AGREEMENT**

- (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
- (c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- (d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
- (i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
- (ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

## ADMINISTRATION AGREEMENT

- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
  - (A) A dedicated U.S. Communities internet web-based homepage containing:
    - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
    - (2) Copy of original procurement solicitation;
    - (3) Copy of Master Agreement including any amendments;
    - (4) Summary of Products and Services pricing;
    - (5) Electronic link to U.S. Communities' online registration page; and
    - (6) Other promotional material as requested by U.S. Communities.
  - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
  - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

## ADMINISTRATION AGREEMENT

- 3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.
- 3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

## ARTICLE IV

### PRICING AUDITS

- 4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

## ADMINISTRATION AGREEMENT

### ARTICLE V

#### FEES & REPORTING

- 5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.
- 5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.
- (a) Monthly Sales Reports shall include all sales reporting under the Master Agreement. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.
  - (b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.
- 5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to [reporting@uscommunities.org](mailto:reporting@uscommunities.org). If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

## ADMINISTRATION AGREEMENT

- 5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall have access to the following reports through the U.S. Communities intranet website, enabling Supplier to better manage the Master Agreement:
- (i) Agency Sales by Population/Enrollment Report
  - (ii) Hot Prospect Sales Report
  - (iii) New Lead Sales Report
  - (iv) State Comparison Sales Report
  - (v) Advisory Board Usage Report
  - (vi) Various Agency Type Comparison Reports
  - (vii) Sales Report Builder
- 5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

## ARTICLE VI

### MISCELLANEOUS

- 6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- 6.3 Assignment.
- (a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities; and any assignment without such consent shall be void.
  - (b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

### ADMINISTRATION AGREEMENT

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

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

Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: U.S. Communities Program Manager

- 6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.
- 6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.
- 6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
- 6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being

**ADMINISTRATION AGREEMENT**

mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADMINISTRATION AGREEMENT**

EXHIBIT A

MASTER AGREEMENT

(Fairfax County Master Agreement to be attached at time of award.)

ADMINISTRATION AGREEMENT

EXHIBIT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qty	Month	Amount
855000735	180	89518997	CITY OF LAMONT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1528.89
855000222	180	04888035	LOS ANGELES COUNTY	Facilities	390 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1803.84
855000735	180	89492461	CITY OF LAVERGORN AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1623.05
855000735	180	89374835	CITY OF LA COMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45081.78
085002010	180	32840001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2012	2	5	318.00
085001854	180	32840001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2012	2	5	212.00

Column Name	Required	Default Type	Example	Comments
TIN	Optional	Text	855000735	No Dash, Dashed with Field Labels
Supplier ID	Required	Number	180	See Supplier ID Table Below
Account No.	Optional	Text	89518997	Depends on account number for
Agency Name	Required	Text	CITY OF LAVERGORN AFFAIR	Los Angeles County
Dept Name	Optional	Text	Purchasing	Los Angeles County
Address	Required	Text	555 RAMIREZ ST STE 312	Los Angeles, CA
City	Required	Text	LOS ANGELES	Los Angeles, CA
State	Required	Text	CA	Los Angeles, CA
Zip	Required	Text	90012	No Dash, Dashed with Field Labels
Agency Type	Required	Number	30	See Agency Type Table Below
Year	Required	Text	2012	
Qty	Required	Text	2	
Month	Required	Text	5	
Amount	Required	Text	1528.89	No Dash, Dashed with Field Labels

**STATE NOTICE ADDENDUM**

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

**Nationwide:**

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

**Other states:**

**State of Oregon, State of Hawaii, State of Louisiana, State of Washington**



ST JOHN THE BAPTIST  
PACIFIC BUDDHIST ACADEMY  
HAWAII TECHNOLOGY ACADEMY  
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.

MARYKNOLL SCHOOL  
ISLAND SCHOOL  
KE KULA O S. M. KAMAKAU  
KAMEHAMEHA SCHOOLS  
HANAHAU'OLI SCHOOL  
EMMANUAL LUTHERAN SCHOOL



BOARD OF WATER SUPPLY  
MAUI COUNTY COUNCIL



Naalehu Assembly of God  
University of the Nations  
outrigger canoe club  
St. Theresa School  
Hawaii Peace and Justice  
Kauai Youth Basketball Association  
NA HALE O MAUI  
LEEWARD HABITAT FOR HUMANITY  
WAIANAË COMMUNITY OUTREACH  
NA LEI ALOHA FOUNDATION  
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA  
BUILDING INDUSTRY ASSOCIATION OF HAWAII  
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION  
LANAKILA REHABILITATION CENTER INC.  
POLYNESIAN CULTURAL CENTER  
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST  
BISHOP MUSEUM

**STATE NOTICE ADDENDUM**

ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA  
 ASSOSIATION OF OWNERS OF KUKUI PLAZA  
 MAUI ECONOMIC DEVELOPMENT BOARD  
 NETWORK ENTERPRISES, INC.  
 HONOLULU HABITAT FOR HUMANITY  
 ALOHACARE  
 ORI ANUENUE HALE, INC.  
 IUPAT, DISTRICT COUNCIL 50  
 GOODWILL INDUSTRIES OF HAWAII, INC.  
 HAROLD K.L. CASTLE FOUNDATION  
 MAUI ECONOMIC OPPORTUNITY, INC.  
 EAH, INC.  
 PARTNERS IN DEVELOPMENT FOUNDATION  
 HABITAT FOR HUMANITY MAUI  
 W. M. KECK OBSERVATORY  
 HAWAII EMPLOYERS COUNCIL  
 HAWAII STATE FCU  
 MAUI COUNTY FCU  
 PUNAHOU SCHOOL  
 YMCA OF HONOLULU  
 EASTER SEALS HAWAII  
 AMERICAN LUNG ASSOCIATION  
 St. Francis Medical Center  
 MAUI FAMILY YMCA  
 WAILUKU FEDERAL CREDIT UNION  
 ST. THERESA CHURCH  
 HALE MAHAOLU  
 Hawaii Island Humane Society  
 First United Methodist Church  
 AOA Royal Capitol Plaza  
 Hawaii Carpenters Market Recovery Program Fund  
 Saint Louis School  
 Kroc Center Hawaii

ARGOSY UNIVERSITY  
 HAWAII PACIFIC UNIVERSITY  
 UNIVERSITY OF HAWAII AT MANOA  
 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 University Clinical Research and Association  
 CHAMINADE UNIVERSITY OF HONOLULU

Hawaii Information Consortium  
 Leeward Community Church

TURTLE BAY RESORT GOLF CLUB

## STATE NOTICE ADDENDUM

## COLLEGE OF THE MARSHALL ISLANDS

DOT Airports Division Hilo International Airport  
 STATE OF HAWAII, DEPT. OF EDUCATION  
 ADMIN. SERVICES OFFICE  
 SOH- JUDICIARY CONTRACTS AND PURCH  
 STATE DEPARTMENT OF DEFENSE  
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
 HAWAII HEALTH SYSTEMS CORPORATION  
 HAWAII AGRICULTURE RESEARCH CENTER  
 STATE OF HAWAII

## CITY AND COUNTY OF HONOLULU

Orleans Parish School Board  
 Brother Martin High School  
 Morris Jeff Community School  
 Alexandria Country Day School  
 DARBONNE WOODS CHARTER SCHOOL, INC.  
 MENTORSHIP ACADEMY  
 CADDO PARISH SCHOOLS  
 JESUS THE GOOD SHEPHERD SCHOOL  
 HOSANNA FIRST ASSEMBLY OF GOD  
 DIOCESE OF LAFAYETTE  
 NORTHEAST BAPTIST SCHOOL  
 CHILDREN'S CHARTER MIDDLE SCHOOL  
 VISITATION OF OUR LADY CATHOLIC SCHOOL  
 DELHI CHARTER SCHOOL  
 ACADIA PARISH SCHOOL BOARD  
 ST. AMANT HIGH SCHOOL  
 AVOYELLES PARISH SCHOOL BOARD  
 BEAUREGARD PARISH SCHOOL BOARD  
 CALCASIEU PARISH SCHOOL SYSTEM  
 CATAHOULA PARISH SCHOOL BOARD  
 VIDALIA JUNIOR HIGH SCHOOL  
 DeSoto Parish School Board  
 EAST CARROLL PARISH SCHOOL BOARD  
 IBERVILLE PARISH SCHOOL BOARD  
 JACKSON PARISH SCHOOL BOARD  
 JEFFERSON DAVIS PARISH SCHOOL BOARD  
 JEFFERSON PARISH SCHOOL BOARD  
 LINCOLN PARISH SCHOOL BOARD  
 Recovery School District  
 MADISON PARISH SCHOOL BOARD  
 MOREHOUSE PARISH SCHOOL BOARD  
 OUACHITA PARISH SCHOOL BOARD

**STATE NOTICE ADDENDUM**

RICHLAND PARISH SCHOOL BOARD  
ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT  
ST LANDRY PARISH SCHOOL BOARD  
St.Mary Parish School Board  
TANGIPAHOA PARISH SCHOOL SYSTEM  
NEWELLTON ELEMENTARY SCHOOL  
UNION PARISH SCHOOL BOARD  
VERMILION PARISH SCHOOL BOARD  
VERNON PARISH SCHOOL BOARD  
WEST BATON ROUGE PARISH SCHOOL BOARD  
WEST CARROLL PARISH SCHOOL BOARD  
WINN PARISH SCHOOL BOARD  
MONROE CITY SCHOOLS  
ST JOSEPH THE WORKER  
Parkview Baptist  
ST. MARIA GORETTI CHURCH  
ST MARY'S DOMINICAN HS  
ST. AUGUSTINE HIGH SCHOOL  
ARCHBISHOP RUMMEL HIGH SCHOOL  
CATHOLIC OF POINTE COUPEE SCHOOL  
Archbishop Shaw High School  
E.D. WHITE CATHOLIC HIGH  
CENTRAL PRIVATE SCHOOL  
CENTRAL SCHOOL CORP.  
EPISCOPAL HIGH SCHOOL OF BATON ROUGE  
OAK FOREST ACADEMY  
RIVERSIDE ACADEMY  
HOLY TRINITY LUTHERAN CHURCH AND SCHOOL  
OPELOUSAS CATHOLIC SCHOOL  
ST. JOHN ELEMENTARY/MIDDLE SCHOOL  
LIVINGSTON PARISH PUBLIC SCHOOLS  
THE DUNHAM SCHOOL  
EXCELSIOR CHRISTIAN SCHOOL  
STATE DEPARTMENT OF EDUCATION  
GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER  
ST. CLETUS SCHOOL  
CLAIBORNE PARISH SCHOOL BOARD  
LAFAYETTE PARISH SCHOOL SYSTEM  
LORANGER HIGH SCHOOL FOOTBALL  
ST. PIUS X SCHOOL  
ACADEMY OF THE SACRED HEART  
ST. JOAN OF ARC SCHOOL  
ST. DOMINIC SCHOOL  
WESTMINSTER CHRISTIAN ACADEMY  
CATHOLIC HIGH SCHOOL  
Parkview Elementary PTO  
Cedar Creek School  
Faith Lutheran High School

**STATE NOTICE ADDENDUM**

Advocacy for the Arts & Technology  
 LITTLE ANGELS SCHOOL AND DAY CARE  
 CADDO PARISH MAGNET HIGH SCHOOL  
 BOSSIER PARISH SCHOOL BOARD  
 RAPIDES PARISH SCHOOL BOARD  
 St. Edward School  
 LaSalle Parish School District  
 LSMSA  
 Bogalusa School Board  
 St. Charles Parish Public Schools  
 Parkview Baptist School  
 Ursuline Academy of New Orleans  
 Bossier Parish School Board (BPSB)

Vermilion Parish Police Jury  
 ST. CHARLES SHERIFFS OFFICE  
 St Landry Parish Government  
 St. James Parish Government  
 Calcasieu Parish Sheriff's Office  
 JEFFERSON PARISH DISTRICT ATTORNEY  
 ASSUMPTION PARISH LIBRARY  
 ST. BERNARD PARISH ADULT DRUG COURT  
 WINN PARISH DISTRICT ATTORNEY  
 GRANT PARISH POLICE JURY  
 BIENVILLE PARISH POLICE JURY  
 BOSSIER PARISH ASSESSOR  
 BOSSIER PARISH CLERK OF CT  
 BOSSIER SHERIFFS DEPARTMENT  
 CADDO PARISH TAX ASSESSOR  
 CALDWELL PARISH CLERK OF COURT  
 CLAIBORNE PARISH POLICE JURY  
 DESOTO PARISH POLICE JURY  
 EAST BATON ROUGE PARISH CLERK OF COURT  
 EAST FELICIANA PARISH SHERIFF OFFICE  
 JACKSON PARISH POLICE JURY  
 LINCOLN PARISH LIBRARY  
 MOREHOUSE PARISH POLICE JURY  
 CITY OF OPELOUSAS  
 OUACHITA PARISH POLICE JURY  
 POINTE COUPEE PARISH POLICE JURY  
 RAPIDES PARISH POLICE JURY  
 ST. CHARLES PARISH  
 ST JOHNS THE BAPTIST PARISH  
 ST. MARY PARISH GOVERNMENT  
 UNION PARISH HOMELAND SECURITY  
 WEBSTER PARISH POLICE JURY  
 WEST CARROLL PARISH SHERIFFS DEPT.  
 WEST FELICIANA COMMUNICATIONS DISTRICT

**STATE NOTICE ADDENDUM**

WINN PARISH POLICE JURY  
 CATAHOULA PARISH POLICE JURY  
 JEFFERSON PARISH GOVERNMENT  
 TENSAS PARISH POLICE JURY  
 ST TAMMANY FIRE DISTRICT 4  
 IBERVILLE PARISH COUNCIL  
 OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC  
 SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION  
 CALDWELL PARISH HOUSING AUTHORITY  
 FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION  
 RICHLAND PARISH LIBRARY  
 ORLEANS PARISH CRIMINAL SHERIFFS OFFICE  
 THIRD JUDICIAL DISTRICT COURT  
 RAPIDES PARISH LIBRARY  
 FI Parish Juvenile Detention Center  
 PARISH OF ASCENSION  
 Lafourche Parish Government State Of Louisiana  
 JUDICIAL EXPENSE FUND  
 GRANT PARISH POLICE JURY GAS DEPT.  
 LA SALLE PARISH POLICE JURY  
 DESOTO PARISH EMS  
 DESOTO PARISH TAX ASSESSOR  
 CADDO PARISH COMMISSION  
 RICHLAND PARISH SHERIFF DEPARTMENT  
 CONCORDIA PARISH POLICE JURY  
 East Baton Rouge Parish Drug Court Treatment Center  
 OUACHITA PARISH POLICE JURY  
 St. Tammany Parish Assessor  
 Livingston Council On Aging  
 St. Landry Parish Tourist Commission  
 PLAQUEMINES PARISH GOVERNMENT  
 East Baton Rouge Parish Family Court  
 Acadia Parish Clerk of Court

St. Landry Parish Community Action Agency  
 Zoar Baptist Church  
 East Baton Rouge Mortgage Finance Authority  
 Rebuilding Together New Orleans  
 Touro Infirmary  
 Acadiana CARES  
 Presbytery of South Louisiana - Project Homecoming  
 family service of greater new orleans  
 The Magnolia School, Inc  
 Church United for Community Development  
 Plaquemines Community C.A.R.E. Center  
 jerico road episcopal housing initiative  
 greater mount calvary baptist church

LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS

**STATE NOTICE ADDENDUM**

BOOST FOUNDATION, INC.  
NEW GENERATIONS CHURCH OF MONROE, INC  
SUMMER GROVE BAPTIST ACADEMY  
NALC BRANCH 136  
GRACE COMMUNITY CHURCH  
COMITE BAPTIST CHURCH  
GULF COAST HOUSING PARTNERSHIP  
COMMITTEE FOR PLAQUEMINES RECOVERY  
THE FULLER CENTER FOR HOUSING OF NWLA  
DESOTO PARISH LIBRARY  
SEEKER SPRINGS MINISTRY CENTER  
THE CELL COMMUNITY SCHOOL & RESOURCE CENTER  
ELDERCARE SUPPORT SERVICES  
MARY BIRD CANCER CENTER  
LOUISIANA HEALTH CARE QUALITY FORUM  
LEWIS CME  
ST. BERNARD PROJECT  
PRIDE COMMUNITY ASSOCIATION  
HARVEST CHURCH  
ALLEGIANCE HEALTH MANAGEMENT  
UPWARD BOUND MINISTRIES, INC.  
IBTS  
HANDS ON NETWORK  
CROSSROADS CHURCH  
ST. PAUL BAPTIST CHURCH  
COMMUNITY SUPPORT PROGRAMS, INC.  
LAFAYETTE TEEN COURT, INC  
THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH  
URBAN IMPACT MINISTRIES  
Cornerstone Church of Zachary Inc  
GOOD SAMARITANS OF FRANKLIN  
LOUISIANA ASSOCIATION OF HEALTH PLANS  
LOUIS INFANT CRISIS CENTER  
GRACE LIFE FELLOWSHIP  
FAMILY WORSHIP CENTER CHURCH INC  
UNITY FOR THE HOMELESS, INC.  
NEW TABERNACLE BAPTIST CHURCH  
CENLA AREA AGENCY ON AGING, INC.  
UNITED METHODIST HOPE MINISTRIES  
HEALING PLACE CHURCH  
RAPIDES PRIMARY HEALTH CARE CENTER  
K AND S CHILDHOOD DEVELOPMENT CENTER  
MOUNT HERMON BAPTIST CHURCH  
PLEASANT VALLEY UNC  
LIVINGSTON PARISH PRESIDENT-COUNCIL  
LINCOLN GENERAL HOSPITAL  
CROSSPOINT BAPTIST CHURCH  
MACEDONIA MISSIONS, INC.

**STATE NOTICE ADDENDUM**

MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.  
 Jefferson Chamber of Commerce  
 FAMILY RESOURCES OF NEW ORLEANS  
 LOUISIANA FAMILY FORUM  
 PCPFHF  
 FAMILY MEDICAL CLINIC OF MER ROUGE  
 NEW BEGINNINGS CDC  
 FAITH TABERNACLE CHURCH  
 THE WAY OF HOLINESS APOSTOLIC CHURCH  
 MIRACLE PLACE CHURCH  
 THE HARVEST  
 POLICE JURY ASSOCIATION OF LOUISIANA  
 NSU CHILD AND FAMILY NETWORK  
 MOREHOUSE GENERAL HOSPITAL  
 BROADMOOR CHRISTIAN CHURCH  
 MW PRINCE HALL MASONIC HALL TEMPLE  
 LITTLE THEATRE OF MONROE, INC.  
 BOSSIER CHAMBER OF COMMERCE  
 ST. ANDREW PRESBYTERIAN CHURCH  
 WEST JEFFERSON MEDICAL CENTER  
 IBERIA MEDICAL CENTER  
 BROADMOOR UNITED METHODIST PRESCHOOL  
 ST. ANSELM CATHOLIC CHURCH  
 ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH  
 KIWANIS INTERNATIONAL  
 Tulane Hillel  
 DISABLED VETERNS OF LA CHAPTER 4  
 SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND  
 LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
 ISTROUMA AREA COUNCIL OF BOY SCOUTS  
 UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC  
 RIDGE AVENUE BAPTIST CHURCH  
 Girls Scouts Louisiana East  
 CHILDREN'S HOSPITAL  
 LOUISIANA SPCA  
 FIRST BAPTIST CHURCH RUSTON  
 GIRL SCOUTS OF LA - PINES TO GULF  
 UNITED WAY OF NORTHEAST LOUISIANA, INC.  
 LOUISIANA REALTORS ASSOCIATION  
 LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION  
 ST. GEORGE CHURCH  
 JACKSON PARISH HOSPITAL  
 ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE  
 ARCHDIOCESE OF NEW ORLEANS  
 TOTAL COMMUNITY ACTION, INC.  
 AVOYELLES PROGRESS ACTION COMMITTEE, INC  
 CENLA COMMUNITY ACTION COMMITTEE, INC.  
 PCSS

**STATE NOTICE ADDENDUM**

ST. MICHAEL SPECIAL SCHOOL  
MACON ECONOMIC OPPORTUNITY  
LIVINGSTON PARISH CHAMBER OF COMMERCE  
FIRST BAPTIST CHURCH COVINGTON  
JEWISH FEDERATION OF GREATER BATON ROUGE  
COOK BAPTIST CHURCH  
ST. MARY CAA, INC.  
OUR LADY OF PROMPT SUCCOR CHURCH  
NEW CHAPEL HILL BAPTIST CHURCH  
The Arc Of Iberia  
MCIO HEAD START  
FRANKLIN MEDICAL CENTER  
HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD  
EASTER SEALS LOUISIANA  
VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS  
ST. ALOYSIUS CATHOLIC SCHOOL  
LOUISIANA DISTRICT ATTORNEYS ASSOCIATION  
ODYSSEY HOUSE LOUISIANA, INC.  
HAVEN NURSING CENTER, INC.  
KING OF KINGS EVANGELICAL LUTHERAN CHURCH  
ST. JEAN VIANNEY CHURCH  
Southern Financial Exchange  
new home ministries  
HEBRON BAPTIST CHURCH  
ST THOMAS AQUINAS CATHOLIC CHURCH  
GREATER OUACHITA WATER COMPANY  
MT. VERNON BAPTIST CHURCH  
LA ASSEMBLY OF THE CHURCH OF GOD  
CENTRAL CITY EOC  
ST. MARY PARISH TOURIST COMMISSION  
PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY  
UNIVERSITY CHURCH OF CHRIST  
CITY OF FAITH PRISON MINISTRIES, INC.  
THE SPIRIT OF FREEDOM MINISTRIES  
BONITA ROAD BAPTIST CHURCH  
EVANGELINE BAPTIST CHURCH  
HOPEWELL BAPTIST CHURCH  
PENIEL BAPTIST CHURCH  
ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA  
PHILADELPHIA BAPTIST CHURCH  
HOSANNA LUTHERAN CHURCH  
MOUNT CANAAN MISSIONARY BAPTIST CHURCH  
NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN  
MARION BAPTIST CHURCH  
VERNON COMMUNITY ACTION COUNCIL, INC.  
FIRST CHURCH OF GOD IN OAK GROVE, INC.  
Ouachita-Baptist Church  
OLIVE BRANCH BAPTIST CHURCH

**STATE NOTICE ADDENDUM**

FIRST APOSTOLIC CHURCH  
SOLOMON TEMPLE BAPTIST CHURCH  
WEST BATON ROUGE CHAMBER OF COMMERCE  
IFA CHURCH  
LA ONE CALL  
ST. FRANCIS DINER  
SWEETWATER BAPTIST CHURCH  
THE CHURCH OF THE LIVING GOD  
WORKFORCE INVESTMENT BOARD SDA-83  
TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.  
PRESBYTERIAN CHURCH OF RUSTON  
ADVOCACY CENTER FOR THE ELDERLY AND DISABLED, INC.  
ST. MARY PARISH LIBRARY  
THE HOUSE OF FAITH HOPE AND CHARITY  
THE SALVATION ARMY  
EMMANUEL BAPTIST CHURCH  
BOY SCOUTS OF AMERICA  
FIRST BAPTIST CHURCH  
FIRST UNITED METHODIST CHURCH  
ST. JOHN THE BAPTIST CATHOLIC CHURCH  
FIRST BAPTIST CHURCH  
ST PATRICK CHURCH  
GRACE EPISCOPAL CHURCH  
TRINITY LUTHERAN CHURCH  
FIRST BAPTIST CHURCH  
EMMANUEL BAPTIST CHURCH  
ANTIOCH BAPTIST CHURCH  
ST. JOHN THE BAPTIST CATHOLIC CHURCH  
TRINITY BAPTIST CHURCH  
Baton Rouge Soccer Association  
ST. PAULS UNITED METHODIST CHURCH  
PARKVIEW BAPTIST CHURCH  
OPEN DOOR BAPTIST CHURCH  
Galilee Baptist Academy  
Volunteers of America of North Louisiana  
GIBSON AREA HOSPITAL  
First United Methodist Church  
Port City Enterprises  
Baton Rouge Children's Advocacy Center  
Go Care  
Trinity Episcopal Church  
Beginners Mind Inc  
Wisner Foundation  
Berean Church  
South Central Laborers  
Southern United Neighborhoods  
Franklin Medical Center  
Livingston Parish Council

**STATE NOTICE ADDENDUM**

New Orleans Museum Of Art  
Our Lady of Victory  
Ingleside United Methodist Church  
congregation temple sinai  
NORTHWEST LOUISIANA LIONS EYE BANK  
NEW HORIZONS  
UNITED AUTO WORKERS UNION  
STEEPLE CHASE BAPTIST CHURCH  
METRO/REGIONAL BUSINESS INCUBATOR  
BENTON UNITED METHODIST CHURCH  
EMMANUEL MISSIONARY BAPTIST CHURCH  
ELIZABETH BAPTIST CHURCH  
LITTLE UNION BAPTIST CHURCH  
BARKSDALE UNITED METHODIST CHURCH  
MORING STAR BAPTIST CHURCH  
PEACEFUL REST BAPTIST CHURCH  
UNITED WAY OF NW LOUISIANA  
WORD OF LIFE MINISTRIES  
FROM BONDAGE TO FREEDOM  
LANE CHAPEL CME  
NATIONAL SAFETY COUNCIL  
PLEASEAN HILL BAPTIST CHURCH  
MT. ZION CME CHURCH  
CENTRAL ASSEMBLY OG GOD  
MEYERS MEMORIAL CHAPEL  
LAKE BETHLEHEM BAPTIST CHURCH  
BROADMOOR PRESBYTERIAN CHURCH  
ST. MARYS BAPTIST CHURCH  
GREATER HOPE BAPTIST CHURCH  
STERLINGTON HOLINESS TABERNACLE  
YMCA OF SHREVEPORT, LA  
SUMMER GROVE BAPTIST CHURCH  
STARLIGHT BAPTIST CHURCH  
ST. REST BAPTIST CHURCH  
LAKESIDE BAPTIST CHURCH  
EMMANUEL BAPTIST CHURCH  
SHOWERS OF BLESSING MINISTRIES  
CALVARY BAPTIST CHURCH  
GREATER ELIZABETH BAPTIST CHURCH  
SHREVEPORT REGIONAL ARTS COUNCIL  
NEW TESTAMENT UNITED PENTECOSTAL CHURCH  
CHRISTVIEW CHRISTIAN CHURCH  
NEW GREENWOOD BAPTIST CHURCH  
BARKSDALE FEDERAL CREDIT UNION  
TRINITY WORSHIP CENTER  
Lafayette Habitat for Humanity  
Nativity of Our Lady Church  
Full Gospel Church

**STATE NOTICE ADDENDUM**

Health Care Centers In Schools  
 First United Methodist Church of Slidell  
 HOUSE OF RUTH, INC.  
 Habitat for Humanity St. Tammany West  
 Volunteers of America Greater Baton Rouge, Inc.  
 New Orleans BioInnovation Center  
 Our Lady of Perpetual Help Catholic Church  
 St. Peter Catholic Church  
 St. Agnes Catholic Church  
 Goodwill Industries  
 Capital Area Alliance for Homeless  
 New Life Missionary Baptist Church  
 Louisiana Hemopheilia Foundation Inc  
 ST. ALBAN'S CHAPEL  
 lisamaye fighting lupus and raising awareness  
 Broadmoor Improvement Association  
 Divine Touch Community development Center  
 Galvez Football Club Inc

Louisiana Universities Marine Consortium  
 CAMERON COLLEGE  
 LOUISIANA TECHNICAL COLLEGE  
 SOUTHEASTERN LOUISIANA UNIVERSITY  
 LOUISIANA STATE UNIVERSITY  
 CENTENARY COLLEGE OF LOUISIANA  
 DILLARD UNIVERSITY  
 LOYOLA UNIVERSITY OF NEW ORLEANS  
 THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND  
 NOTRE DAME SEMINARY  
 NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY  
 OUR LADY OF HOLY CROSS COLLEGE  
 LSUHSC - SHREVEPORT  
 Kappa Kappa Gamma  
 Louisiana State University  
 Louisiana, University Of Lafayette  
 SOUTHERN UNIVERSITY  
 McNeese State University

Vermilion Parish Sheriff Dept.  
 st. charles united methodist church  
 New Orleans Redevelopment Authority  
 Chris Raggio  
 NWL TECHNICAL COLLEGE  
 ACI ST JOHN LLC  
 SOUTHSIDE ECONOMIC DEVELOPMENT  
 A AND B NOTARY  
 NEW ORLEANS JAZZ ORCHESTRA  
 HAVEN REHABILITATION CENTER, INC.

**STATE NOTICE ADDENDUM**

PONCHATOULA AREA RECREATION DISTRICT NO.1  
UNITECH TRAINING ACADEMY  
VERMILION PARISH WATERWORKS DISTRICT NO.1  
BOSSIER PARISH MAXIMUM SECURITY JAIL  
WEST BATON ROUGE S/O WORK RELEASE  
DEMCO  
LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL  
G B COOLEY SERVICES  
NORTH CADDO MEDICAL CENTER  
Union Community Action, Association  
WEST BATON ROUGE PARISH POLICE JURY  
UNION COUNCIL ON AGING  
REPUBLICAN PARTY OF LA  
CHITIMACHA TRIBE OF LOUISIANA  
CAJUNDOME  
AGAPE LOVE  
Port Shreveport Bossier  
Greater Elizabeth  
CALLAWAY ENTERPRISES  
APOSTOLIC DELIVERANCE U.P.C. INC.  
UNION SPRINGS MBC  
WILLIAMS MEMORIAL CME  
LAKESIDE DAY CARE  
AMERICAN CHILD DAY CARE CENTER  
WILLIS-KNIGHTON FEDERAL CREDIT UNION  
MT. SINAI MBC  
Shell Robert Training & Conference Center  
St. John the Baptist Parish Library  
Louisiana Workforce LLC  
First Baptist Church



SHREVEPORT OXYGEN  
CALDWELL MEMORIAL HOSPITAL  
Housing Authority City of Natchitoches AMP20  
Larose Lower Elementary  
LA DEPARTMENT OF MILITARY AFFAIRS  
Terrebonne Parish Consolidated Government Warehouse



FIRE PROTECTION DIST. NO. 5  
RAYNE HOUSING AUTHORITY  
GREATER NEW ORLEANS EXPRESSWAY COMMISSION  
Sewerage and Water Board



UNIVERSITY HOUSE@ACADIANA  
ALLEN PARISH FIRE PROTECTION DISTRICT FIVE  
ST. GEORGE FIRE PROTECTION DISTRICT NO.2  
POVERTY POINT RESERVOIR DISTRICT  
BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS

**STATE NOTICE ADDENDUM**

LAFAYETTE AIRPORT COMMISSION  
CAPITAL AREA LEGAL SERVICES CORP  
NEW ORLEANS REGIONAL BUSINESS PARK  
ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3  
BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1

[REDACTED]

City of Morgan City/Planning and Zoning  
Town of St. Francisville  
CITY OF VILLE PLATTE  
BUNKIE FIRE DEPT  
MONROE CITY  
TOWN OF ARCADIA  
TOWN OF BENTON  
CITY OF BOSSIER  
CADDO PARISH CLERK OF COURT  
CITY OF COVINGTON  
EVANGELINE PARISH SHERIFF DEPT.  
TOWN OF FARMERVILLE  
TOWN OF HAYNESVILLE  
TOWN OF JONESVILLE  
CITY OF LAKE CHARLES FIRE DEPT  
CITY OF LEESVILLE  
CITY OF MINDEN  
CITY OF NEW ROADS  
TOWN OF OLLA  
CITY OF PLAQUEMINE  
PONCHATOULA POLICE DEPT.  
TOWN OF RAYVILLE  
CITY OF RUSTON  
ST. BERNARD PARISH GOVERNMENT  
ST LANDRY PARISH SHERIFF DEPT  
Sewerage and Water Board of New Orleans  
CITY OF SHREVEPORT  
CITY OF SLIDELL  
CITY OF WEST MONROE  
CITY OF WINNFIELD  
CITY OF WINNSBORO  
CITY OF KENNER  
CITY OF WESTLAKE  
TOWN OF CHURCH POINT  
VILLAGE OF PALMETTO  
TOWN OF WHITE CASTLE  
TOWN OF WATERPROOF  
CITY OF BAKER POLICE DEPARTMENT  
BREAUX BRIDGE HOUSING AUTHORITY  
CAPITAL CITY PRESS  
TOWN OF GRAND ISLE  
ASCENSION PARISH LIBRARY

**STATE NOTICE ADDENDUM**

GREATER NEW ORLEANS FOUNDATION  
LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO  
BUILDING CORP  
VILLAGE OF FENTON  
TOWN OF PEARL RIVER  
VILLAGE OF FOREST HILL  
BALL POLICE DEPARTMENT  
TOWN OF ROSEPINE  
TOWN OF LEONVILLE  
DENHAM SPRINGS CITY MARSHAL  
CITY OF PORT ALLEN  
CITY OF MONROE  
CITY OF HAMMOND  
CITY OF ALEXANDRIA  
Pelican State Credit Union  
City of Harahan  
TOWN OF HOMER  
TOWN OF STERLINGTON  
TOWN OF JONESBORO  
St John Sheriff Office  
city of gretna  
City Of Rayne  
City of Westwego Parks & Recreation

st. landry parish solid waste  
15TH JUDICIAL DISTRICT COURT  
FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH  
GRANT PARISH SHERIFF  
IBERIA PARISH GOVERNMENT  
TANGIPAHOA MOSQUITO ABATEMENT DISTRICT  
SULPHUR PARKS AND RECREATION  
BOSSIER LEVEE DISTRICT  
EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1  
Castine Center  
St. Mary Parish Recreation District #3

THE ART STATION  
COMPASS CAREER COLLEGE  
SOUTH LA COMMUNITY COLLEGE  
DELGADO COMMUNITY COLLEGE  
GRETNA CAREER COLLEGE  
Acadiana Technical College  
sowela tech comm college

The Housing Authority of the City of Opelousas  
lsu health systems  
Leonard J Chabert Medical Center  
LA State Board Of Medical Examiners

**STATE NOTICE ADDENDUM**

LA RESEARCH PARK CORPORATION  
 CONCEALED HANDGUN PERMIT UNIT  
 DEPT OF CULTURE RECREATION AND TOURISM  
 DEPARTMENT OF REVENUE/LOUISIANA  
 LA. DIVISION OF ADMINISTRATION  
 LOUISIANA TECH UNIVERSITY  
 DHH-OFFICE OF PUBLIC HEALTH  
 LOUISIANA DEPARTMENT OF STATE  
 LA DEPT OF WILDLIFE AND FISHERIES  
 VERNON WORKFORCE CENTER  
 LA SHERIFFS PENSION AND RELIEF FUND  
 Richland Parish Tax Assessors office  
 THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM  
 HAMMOND DEVELOPMENTAL CENTER  
 HOUMA-TERREBONNE HOUSING AUTHORITY  
 METROPOLITAN DEVELOPMENTAL CENTER  
 COLUMBIA DEVELOPMENT CENTER  
 LINCOLN COUNCIL ON THE AGING  
 26TH JUDICIAL DISTRICT PUBLIC DEFENDER  
 LA OFFICE OF STATE PARKS  
 LOUISIANA HOUSING FINANCE AGENCY  
 SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE  
 ELAYN HUNT CORRECTIONAL CENTER  
 LSU AGCENTER EXTENSION SERVICE OFFICE  
 18TH JDC-ALVIN BATISTE, JR JUDGE  
 LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS  
 LOUISIANA STATE GOV. BIDS  
 MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER  
 Covington Housing Authority  
 Department of Children and Family Services/Child Welfare/West Jefferso  
 Southeast Louisiana Hosp  
 State of Louisiana Office of Legislative Auditor  
 26 TH JUDICIAL COURT  
 C.A.S.S.E.  
 FLETCHER TECHNICAL COMMUNITY COLLEGE  
 Orleans Parish Communication District  
 LSUHSC/E.A. CONWAY MEDICAL CENTER  
 Louisiana Board of Barbers Examiners  
 LSU Bogalusa Medical  
 Tahgipahoa Parish Sheriff's Office  
 DCFS/CW/WEST JEFFERSON  
 Ruston Housing Authority  
 [REDACTED]  
 City of New Orleans  
 [REDACTED]  
 METRO NARCOTICS DEA TASK FORCE  
 MONROE HOUSING AUTHORITY  
 HOUSING AUTHORITY OF THE TOWN OF VINTON

**STATE NOTICE ADDENDUM**

career systems development corporation  
 first castle federal credit union

[REDACTED]

Vernon Parish Housing Authority  
 Haynesville Housing Authority  
 St. John the Baptist Housing Authority  
 Lake Arthur Housing Authority  
 MORGAN CITY HOUSING AUTHORITY  
 HOUSING AUTHORITY OF BOSSIER CITY  
 ST. LANDRY PARISH HOUSING AUTHORITY  
 HOUSING AUTHORITY OF JEFFERSON PARISH  
 SIMMESPORT HOUSING AUTHORITY  
 SOUTHWEST ACADIA HOUSING AUTHORITY  
 LMHA - LOUISIANA MANUFACTURED HOUSING ASSOCIATION  
 YOUNGSVILLE HOUSING AUTHORITY  
 Gibsland Housing Authority  
 Arcadia Housing Authority  
 Welsh Housing Authority  
 SABINE PARISH HOUSING AUTHORITY  
 PROVIDENCE HOUSE  
 Gueydan Housing Authority  
 Cottonport Housing Authority  
 Logansport Housing Authority  
 Mansfield Housing Authority  
 Jennings Housing Authority  
 White Castle Housing Authority  
 Housing Authority of St. Martinville  
 Ville Platte Housing Authority  
 East Carroll Housing Authority

[REDACTED]

VALLEY CATHOLIC SCHL  
 Bethel School District #52  
 Portland YouthBuilders  
 Fern Ridge School District 28J  
 MOLALLA RIVER ACADEMY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 SOUTHWEST CHARTER SCHOOL  
 WHITEAKER MONTESSORI SCHOOL  
 CASCADES ACADEMY OF CENTRAL OREGON  
 NEAH-KAH-NIE DISTRICT NO.56  
 INTER MOUNTAIN ESD  
 STANFIELD SCHOOL DISTRICT  
 LA GRANDE SCHOOL DISTRICT  
 CASCADE SCHOOL DISTRICT  
 DUFUR SCHOOL DISTRICT NO.29  
 hillsboro school district  
 GASTON SCHOOL DISTRICT 511J

**STATE NOTICE ADDENDUM**

BEAVERTON SCHOOL DISTRICT  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
WILLAMINA SCHOOL DISTRICT  
MCMINNVILLE SCHOOL DISTRICT NO.40  
Sheridan School District 48J  
THE CATLIN GABEL SCHOOL  
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
CENTRAL CATHOLIC HIGH SCHOOL  
CANYONVILLE CHRISTIAN ACADEMY  
GEN CONF OF SDA CHURCH WESTERN OR  
PORTLAND ADVENTIST ACADEMY  
OUR LADY OF THE LAKE SCHOOL  
NYSSA SCHOOL DISTRICT NO. 26  
ARLINGTON SCHOOL DISTRICT NO. 3  
LIVINGSTONE ADVENTIST ACADEMY  
Santiam Canyon SD 129J  
WEST HILLS COMMUNITY CHURCH  
BANKS SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD  
HARNEY EDUCATION SERVICE DISTRICT  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SILVER FALLS SCHOOL DISTRICT  
St Helens School District  
DAYTON SCHOOL DISTRICT NO.8  
Amity School District 4-J  
SCAPPOOSE SCHOOL DISTRICT 1J  
REEDSPORT SCHOOL DISTRICT  
FOREST GROVE SCHOOL DISTRICT  
DAVID DOUGLAS SCHOOL DISTRICT  
LOWELL SCHOOL DISTRICT NO.71  
TIGARD-TUALATIN SCHOOL DISTRICT  
SHERWOOD SCHOOL DISTRICT 88J  
RAINIER SCHOOL DISTRICT  
NORTH CLACKAMAS SCHOOL DISTRICT  
MONROE SCHOOL DISTRICT NO.1J  
CHILDPEACE MONTESSORI  
HEAD START OF LANE COUNTY  
HARNEY COUNTY SCHOOL DIST. NO.3  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL  
LEBANON COMMUNITY SCHOOLS NO.9  
MT.SCOTT LEARNING CENTERS  
SEVEN PEAKS SCHOOL  
DE LA SALLE N CATHOLIC HS  
MULTISENSORY LEARNING ACADEMY

**STATE NOTICE ADDENDUM**

MITCH CHARTER SCHOOL  
REALMS CHARTER SCHOOL  
BAKER SCHOOL DISTRICT 5-J  
PHILOMATH SCHOOL DISTRICT  
CLACKAMAS EDUCATION SERVICE DISTRICT  
CANBY SCHOOL DISTRICT  
OREGON TRAIL SCHOOL DISTRICT NO.46  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
MOLALLA RIVER SCHOOL DISTRICT NO.35  
ESTACADA SCHOOL DISTRICT NO.108  
GLADSTONE SCHOOL DISTRICT  
ASTORIA SCHOOL DISTRICT 1C  
SEASIDE SCHOOL DISTRICT 10  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
VERNONIA SCHOOL DISTRICT 47J  
SOUTH COAST EDUCATION SERVICE DISTRICT  
COOS BAY SCHOOL DISTRICT NO.9  
COOS BAY SCHOOL DISTRICT  
NORTH BEND SCHOOL DISTRICT 13  
COQUILLE SCHOOL DISTRICT 8  
MYRTLE POINT SCHOOL DISTRICT NO.41  
BANDON SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
REDMOND SCHOOL DISTRICT  
DESCHUTES COUNTY SD NO.6 - SISTERS SD  
DOUGLAS EDUCATION SERVICE DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
GLIDE SCHOOL DISTRICT NO.12  
SOUTH UMPQUA SCHOOL DISTRICT #19  
YONCALLA SCHOOL DISTRICT NO.32  
ELKTON SCHOOL DISTRICT NO.34  
DOUGLAS COUNTY SCHOOL DISTRICT 116  
HOOD RIVER COUNTY SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NO.4  
CENTRAL POINT SCHOOL DISTRICT NO. 6  
JACKSON CO SCHOOL DIST NO.9  
ROGUE RIVER SCHOOL DISTRICT NO.35  
MEDFORD SCHOOL DISTRICT 549C  
CULVER SCHOOL DISTRICT NO.  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
GRANTS PASS SCHOOL DISTRICT 7  
LOST RIVER JR/SR HIGH SCHOOL  
KLAMATH FALLS CITY SCHOOLS  
LANE COUNTY SCHOOL DISTRICT 4J  
SPRINGFIELD SCHOOL DISTRICT NO.19  
CRESWELL SCHOOL DISTRICT  
SOUTH LANE SCHOOL DISTRICT 45J3  
LANE COUNTY SCHOOL DISTRICT 69

**STATE NOTICE ADDENDUM**

SIUSLAW SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
LINN CO. SCHOOL DIST. 95C - SCIO SD  
ONTARIO MIDDLE SCHOOL  
GERVAIS SCHOOL DIST. #1  
NORTH SANTIAM SCHOOL DISTRICT 29J  
JEFFERSON SCHOOL DISTRICT  
SALEM-KEIZER PUBLIC SCHOOLS  
MT. ANGEL SCHOOL DISTRICT NO.91  
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
MORROW COUNTY SCHOOL DISTRICT  
MULTNOMAH EDUCATION SERVICE DISTRICT  
GRESHAM-BARLOW SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO. 2  
CENTRAL SCHOOL DISTRICT 13J  
St. Mary Catholic School  
CROSSROADS CHRISTIAN SCHOOL  
ST. ANTHONY SCHOOL  
HERITAGE CHRISTIAN SCHOOL  
BEND-LA PINE SCHOOL DISTRICT  
GLENDALE SCHOOL DISTRICT  
LINCOLN COUNTY SCHOOL DISTRICT  
PORTLAND PUBLIC SCHOOLS  
REYNOLDS SCHOOL DISTRICT  
CENTENNIAL SCHOOL DISTRICT  
NOBEL LEARNING COMMUNITIES  
Three Rivers School District  
Pedee School  
Fern Ridge School District  
JESUIT HIGH SCHL EXEC OFC.  
LASALLE HIGH SCHOOL  
Southwest Christian School  
Stayton Christian School  
Willamette Christian School  
Westside Christian High School  
CS LEWIS ACADEMY  
Portland America School  
Forest Hills Lutheran School  
Sunrise Preschool  
Mosier Community School  
Koreducators Lep High  
Warrenton Hammond School District  
Sutherlin School District  
Malheur Elementary School District  
Ontario School District  
Parkrose School District 3  
Riverdale School District 51J  
Tillamook School District

**STATE NOTICE ADDENDUM**

Trinity Lutheran Church and School  
 Siletz Valley School  
 Madeleine School  
 South Columbia Family School  
 Corvallis School District 509J  
 Falls City School District #57  
 Portland Christian Schools  
 Yamhill Carlton School District  
 Imbler School District #11  
 monument school  
 St. Paul School District  
 Ukiah School District 80R  
 North Lake School District 14

GILLIAM COUNTY OREGON  
 HOUSING AUTHORITY OF CLACKAMAS COUNTY  
 UMATILLA COUNTY, OREGON  
 MULTNOMAH LAW LIBRARY  
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION  
 CLATSOP COUNTY  
 COLUMBIA COUNTY, OREGON  
 COOS COUNTY HIGHWAY DEPARTMENT  
 CROOK COUNTY ROAD DEPARTMENT  
 CURRY COUNTY OREGON  
 DESCHUTES COUNTY  
 GILLIAM COUNTY  
 GRANT COUNTY, OREGON  
 HARNEY COUNTY SHERIFFS OFFICE  
 HOOD RIVER COUNTY  
 JACKSON COUNTY HEALTH AND HUMAN SERVICES  
 Josephine County Sheriff  
 KLAMATH COUNTY VETERANS SERVICE OFFICE  
 LANE COUNTY  
 LINN COUNTY  
 MARION COUNTY, SALEM, OREGON  
 MULTNOMAH COUNTY  
 SHERMAN COUNTY  
 WASCO COUNTY  
 YAMHILL COUNTY  
 WALLOWA COUNTY  
 ASSOCIATION OF OREGON COUNTIES  
 NAMI LANE COUNTY  
 BENTON COUNTY  
 DOUGLAS COUNTY  
 JEFFERSON COUNTY  
 LAKE COUNTY  
 LINCOLN COUNTY  
 POLK COUNTY

## STATE NOTICE ADDENDUM

UNION COUNTY  
 WASHINGTON COUNTY  
 MORROW COUNTY  
 Tillamook County Estuary  
 Job Council  
 Mckenzie Personnel Services  
 Columbia Basin Care Facility  
 BAKER CNTY GOVT  
 TILLAMOOK CNTY

Rolling Hills Baptist Church  
 Baker Elks  
 Turtle Ridge Wildlife Center  
 Grande Ronde Model Watershed Foundation  
 Western Environmental Law Center  
 Mercy Flights, Inc.  
 HHoly Trinity Greek Orthodox Cathedral  
 Beaverton Christians Church  
 Oregon Humanities  
 St. Pius X School  
 Living Opportunities, Inc.  
 Coos Art Museum  
 OETC  
 Merchants Exchange of Portland, Oregon  
 Coalition for a Livable Future  
 Human Solutions, Inc.  
 The Wallace Medical Concern  
 The Ross Ragland Theater and Cultural Center  
 Cascade Health Solutions  
 Umpqua Community Health Center  
 ALZHEIMERS NETWORK OF OREGON  
 NATIONAL WILD TURKEY FEDERATION  
 TILLAMOOK ESTUARIES PARTNERSHIP  
 LIFEWORKS NW  
 COLLEGE HOUSING NORTHWEST  
 PARALYZED VETERANS OF AMERICA  
 Independent Development Enterprise Alliance  
 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC  
 HALFWAY HOUSE SERVICES, INC.  
 REDMOND PROFICIENCY ACADEMY  
 OHSU FOUNDATION  
 SHELTERCARE  
 PRINGLE CREEK SUSTAINABLE LIVING CENTER  
 PACIFIC INSTITUTES FOR RESEARCH  
 Mental Health for Children, Inc.  
 The Dreaming Zebra Foundation  
 LAUREL HILL CENTER  
 THE OREGON COMMUNITY FOUNDATION

## STATE NOTICE ADDENDUM

OCHIN  
WE CARE OREGON  
SE WORKS  
ENTERPRISE FOR EMPLOYMENT AND EDUCATION  
OMNIMEDIX INSTITUTE  
PORTLAND BUSINESS ALLIANCE  
GATEWAY TO COLLEGE NATIONAL NETWORK  
FOUNDATIONS FOR A BETTER OREGON  
GOAL ONE COALITION  
ATHENA LIBRARY FRIENDS ASSOCIATION  
Coastal Family Health Center  
CENTER FOR COMMUNITY CHANGE  
STAND FOR CHILDREN  
ST. VINCENT DEPAUL OF LANE COUNTY  
EAST SIDE FOURSQUARE CHURCH  
CORVALLIS MOUNTAIN RESCUE UNIT  
InventSuccess  
SHERIDAN JAPANESE SCHOOL FOUNDATION  
MOSAIC CHURCH  
HOUSING AUTHORITY OF LINCOLN COUNTY  
RENEWABLE NORTHWEST PROJECT  
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION  
CONSERVATION BIOLOGY INSTITUTE  
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.  
BLACHLY LANE ELECTRIC COOPERATIVE  
MORNING STAR MISSIONARY BAPTIST CHURCH  
NORTHWEST FOOD PROCESSORS ASSOCIATION  
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
OREGON EDUCATION ASSOCIATION  
HEARING AND SPEECH INSTITUTE INC  
SALEM ELECTRIC  
MORRISON CHILD AND FAMILY SERVICES  
JUNIOR ACHIEVEMENT  
CENTRAL BIBLE CHURCH  
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL  
TRILLIUM FAMILY SERVICES, INC.  
YWCA SALEM  
PORTLAND ART MUSEUM  
SAINT JAMES CATHOLIC CHURCH  
SOUTHERN OREGON HUMANE SOCIETY  
VOLUNTEERS OF AMERICA OREGON  
CENTRAL DOUGLAS COUNTY FAMILY YMCA  
METROPOLITAN FAMILY SERVICE  
OREGON MUSUEM OF SCIENCE AND INDUSTRY  
FIRST UNITARIAN CHURCH  
ST. ANTHONY CHURCH  
Good Shepherd Medical Center  
Salem Academy

**STATE NOTICE ADDENDUM**

ST VINCENT DE PAUL  
OUTSIDE IN  
UNITED CEREBRAL PALSY OF OR AND SW WA  
WILLAMETTE VIEW INC.  
PORTLAND HABILITATION CENTER, INC.  
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION  
ROSE VILLA, INC.  
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE  
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA  
Oregon Research Institute  
WILLAMETTE LUTHERAN HOMES, INC  
LANE MEMORIAL BLOOD BANK  
PORTLAND JEWISH ACADEMY  
LANECO FEDERAL CREDIT UNION  
GRANT PARK CHURCH  
ST. MARYS OF MEDFORD, INC.  
US CONFERENCE OF MENONNITE BRETHREN CHURCHES  
FAITHFUL SAVIOR MINISTRIES  
OREGON CITY CHURCH OF THE NAZARENE  
OREGON COAST COMMUNITY ACTION  
NORTHWEST REGIONAL EDUCATIONAL LABORATORY  
COMMUNITY ACTION TEAM, INC.  
EUGENE SYMPHONY ASSOCIATION, INC.  
STAR OF HOPE ACTIVITY CENTER INC.  
SPARC ENTERPRISES  
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.  
SALEM ALLIANCE CHURCH  
Lane Council of Governments  
FORD FAMILY FOUNDATION  
TRAILS CLUB  
NEWBERG FRIENDS CHURCH  
WOODBURN AREA CHAMBER OF COMMERCE  
CONTEMPORARY CRAFTS MUSEUM AND GALLERY  
CITY BIBLE CHURCH  
OREGON LIONS SIGHT & HEARING FOUNDATION  
PORTLAND WOMENS CRISIS LINE  
THE SALVATION ARMY - CASCADE DIVISION  
WILLAMETTE FAMILY  
WHITE BIRD CLINIC  
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES  
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON  
HOUSING NORTHWEST  
OREGON ENVIRONMENTAL COUNCIL  
LOAVES & FISHES CENTERS, INC.  
FAITH CENTER  
Bob Belloni Ranch, Inc.  
GOOD SHEPHERD COMMUNITIES  
SACRED HEART CATHOLIC DAUGHTERS

## STATE NOTICE ADDENDUM

HELP NOW! ADVOCACY CENTER  
 TENAS ILLAHEE CHILDCARE CENTER  
 SUNRISE ENTERPRISES  
 LOOKING GLASS YOUTH AND FAMILY SERVICES  
 SERENITY LANE  
 EAST HILL CHURCH  
 LA GRANDE UNITED METHODIST CHURCH  
 COAST REHABILITATION SERVICES  
 Edwards Center Inc  
 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES  
 NEW HOPE COMMUNITY CHURCH  
 KLAMATH HOUSING AUTHORITY  
 QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.  
 SPONSORS, INC.  
 COLUMBIA COMMUNITY MENTAL HEALTH  
 ADDICTIONS RECOVERY CENTER, INC  
 METRO HOME SAFETY REPAIR PROGRAM  
 OREGON SUPPORTED LIVING PROGRAM  
 SOUTH COAST HOSPICE, INC.  
 ALLFOURONE/CRESTVIEW CONFERENCE CTR.  
 The International School  
 REBUILDING TOGETHER - PORTLAND INC.  
 PENDLETON ACADEMIES  
 PACIFIC FISHERY MANAGEMENT COUNCIL  
 DOGS FOR THE DEAF, INC.  
 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.  
 EMMAUS CHRISTIAN SCHOOL  
 DELIGHT VALLEY CHURCH OF CHRIST  
 SAINT CATHERINE OF SIENA CHURCH  
 PORT CITY DEVELOPMENT CENTER  
 VIRGINIA GARCIA MEMORIAL HEALTH CENTER  
 CENTRAL CITY CONCERN  
 CANBY FOURSQUARE CHURCH  
 EMERALD PUD  
 VERMONT HILLS FAMILY LIFE CENTER  
 BENTON HOSPICE SERVICE  
 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
 COMMUNITY CANCER CENTER  
 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.  
 CASCADIA BEHAVIORAL HEALTHCARE  
 WILD SALMON CENTER  
 BROAD BASE PROGRAMS INC.  
 SUNNYSIDE FOURSQUARE CHURCH  
 RELEVANT LIFE CHURCH  
 211INFO  
 SONRISE CHURCH  
 LIVING WAY FELLOWSHIP  
 Women's Safety & Resource Center

**STATE NOTICE ADDENDUM**

SEXUAL ASSAULT RESOURCE CENTER  
IRCO  
NORTHWEST YOUTH CORPS  
TILLAMOOK CNTY WOMENS CRISIS CENTER  
SECURITY FIRST CHILD DEVELOPMENT CENTER  
CLASSROOM LAW PROJECT  
YOUTH GUIDANCE ASSOC.  
PREGNANCY RESOUC E CENTERS OF GRETER PORTLAND  
ELMIRA CHURCH OF CHRIST  
JASPER MOUNTAIN  
ACUMENTRA HEALTH  
WORKSYSTEMS INC  
COVENANT CHRISTIAN HOOD RIVER  
OREGON DONOR PROGRAM  
NAMI OREGON  
OLIVET BAPTIST CHURCH  
SILVERTON AREA COMMUNITY AID  
CONFEDERATED TRIBES OF GRAND RONDE  
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK  
CATHOLIC COMMUNITY SERVICES  
NEW AVENUES FOR YOUTH INC.  
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER  
DECISION SCIENCE RESEARCH INSTITUTE, INC.  
WESTERN STATES CENTER  
HIV ALLIANCE, INC  
PARTNERSHIPS IN COMMUNITY LIVING, INC.  
FANCONI ANEMIA RESEARCH FUND INC.  
BLIND ENTERPRISES OF OREGON  
OREGON BALLET THEATRE  
SMART  
All God's Children International  
FARMWORKER HOUISNG DEV CORP  
UMPQUA COMMUNITY DEVELOPMENT CORPORATION  
REGIONAL ARTS AND CULTURE COUNCIL  
THE EARLY EDUCATION PROGRAM, INC.  
MACDONALD CENTER  
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.  
SELF ENHANCEMENT INC.  
FRIENDS OF THE CHILDREN  
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE  
COMMUNITY VETERINARY CENTER  
PORTLAND SCHOOLS FOUNDATION  
SUSTAINABLE NORTHWEST  
OREGON DEATH WITH DIGNITY  
BIRCH COMMUNITY SERVICES, INC.  
BAY AREA FIRST STEP, INC.  
OSLC COMMUNITY PROGRAMS  
EN AVANT, INC.

**STATE NOTICE ADDENDUM**

ASHLAND COMMUNITY HOSPITAL  
NORTHWEST ENERGY EFFICIENCY ALLIANCE  
BONNEVILLE ENVIRONMENTAL FOUNDATION  
SUMMIT VIEW COVENANT CHURCH  
SALMON-SAFE INC.  
BETHEL CHURCH OF GOD  
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL  
SAINT ANDREW NATIVITY SCHOOL  
BARLOW YOUTH FOOTBALL  
SPOTLIGHT THEATRE OF PLEASANT HILL  
FAMILIES FIRST OF GRANT COUNTY, INC.  
TOUCHSTONE PARENT ORGANIZATION  
CANCER CARE RESOURCES  
CASCADIA REGION GREEN BUILDING COUNCIL  
SHERMAN DEVELOPMENT LEAGUE, INC.  
SCIENCEWORKS  
WORD OF LIFE COMMUNITY CHURCH  
SOCIAL VENTURE PARTNERS PORTLAND  
OREGON PROGRESS FORUM  
CENTER FOR RESEARCH TO PRACTICE  
WESTERN RIVERS CONSERVANCY  
UNITED WAY OF THE COLUMBIA WILLAMETTE  
EUGENE BALLET COMPANY  
EAST WEST MINISTRIES INTERNATIONAL  
EDUCATIONAL POLICY IMPROVEMENT CENTER  
North Pacific District of Foursquare Churches  
CATHOLIC CHARITIES  
FIRST CHURCH OF THE NAZARENE  
WESTSIDE BAPTIST CHURCH  
UNION GOSPEL MISSION  
GRACE BAPTIST CHURCH  
COMMUNITY ACTION ORGANIZATION  
OUTSIDE IN  
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.  
COMMUNITY HEALTH CENTER, INC  
Greater Portland INC  
Boys & Girls Club of Corvallis  
PDX Wildlife  
Viking Sal Senior Center  
Albany Partnership for Housing and Community Development  
Polk Soil and Water Conservation District  
Street Ministry  
First Baptist Church  
Portland Community Reinvestment Initiatives, Inc.  
College United Methodist Church  
Oregon Social Learning Center  
environmental.law.alliance.worldwide  
Community in Action

**STATE NOTICE ADDENDUM**

Safe Harbors  
Pacific Classical Ballet  
Depaul Industries  
African American Health Coalition  
Ministerio International Casa  
Jesus Prayer Book  
Workforce Northwest Inc  
Coalition Of Community Health  
New Paradise Worship Center  
River Network  
CCI Enterprises Inc  
Oregon Nurses Association  
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE  
Mount Angel Abbey  
YMCA OF ASHLAND  
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES  
Multnomah Law Library  
Friends Of Tryon Creek State P  
Ontrack Inc.  
Calvin Presbyterian Church  
HOLT INTL CHILD  
St John The Baptist Catholic  
Portland Foursquare Church  
Portland Christian Center  
Church Extension Plan  
Occu Afghanistan Relief Effort  
EUGENE FAMILY YMCA  
Christ The King Parish and School  
Congregation Neveh Shalom  
Newberg Christian Church  
First United Methodist Church  
Zion Lutheran Church  
Hoodview Christian Church  
Southwest Bible Church  
Community Works Inc  
Masonic Lodge Pearl 66  
Molalla Nazarene Church  
Transition Projects, Inc  
St Michaels Episcopal Church  
Saint Johns Catholic Church  
Access Inc  
Step Forward Activities Inc  
Lane Arts Council  
Community Learning Center  
Old Mill Center for Children and Families  
Sunny Oaks Inc  
Little Flower Development Center  
Hospice Center Bend La Pine

**STATE NOTICE ADDENDUM**

Westside Foursquare Church  
Relief Nursery Inc  
Morning Star Community Church  
Providence Health System  
Holy Trinity Catholic Church  
Holy Redeemer Catholic Church  
Alliance Bible Church  
Mid Columbia Childrens Council  
Integral Youth Services  
Our Redeemer Lutheran Church  
Kbps Public Radio  
Skyball Salem Keizer Youth Bas  
Open Technology Center  
Grace Chapel  
CHILDREN'S MUSEUM 2ND  
Oregon District 7 Little League  
Portland Schools Alliance  
My Fathers House  
Solid Rock  
West Chehalem Friends Church  
Eugene Creative Care  
Guide Dogs For The Blind  
Children Center At Trinity  
St. Katherine's Catholic Church  
Scottish Rite  
THE NEXT DOOR  
NATIONAL PSORIASIS FOUNDATION  
NEW BEGINNINGS CHRISTIAN CENTER  
HIGHLAND UNITED CHURCH OF CHRIST  
OREGON REPERTORY SINGERS  
HIGHLAND HAVEN  
FAIR SHARE RESEARCH AND EDUCATION FUND  
First Baptist Church of Enterprise  
Oregon Nikkei Endowment  
Eastern Oregon Alcoholism Foundation  
Grantmakers for Education  
The ALS Association Oregon and SW Washington Chapter  
Children's Relief Nursery  
Energy Trust of Oregon  
Oregon Psychoanalytic Center  
Store to Door  
Depaul Industries  
Union County Economic Development Corp.  
Camelto Theatre Company  
Camp Fire Columbia  
TAKE III OUTREACH  
Sandy Seventh-day-Adventist Church  
1000 FRIENDS OF OREGON

## STATE NOTICE ADDENDUM

NAMI of Washington County  
 Temple Beth Israel  
 Albertina Kerr Centers  
 St. Matthew Catholic School  
 Serendipity Center Inc  
 Ashland Art Center  
 DOUGLAS FOREST PROTECTIVE  
 Oregon Lyme Disease Network  
 Ecotrust  
 SPECIAL MOBILITY SERVICES  
 Portland Oregon Visitors Association  
 Grace Lutheran School  
 Western Mennonite School

OREGON UNIVERSITY SYSTEM  
 WESTERN STATES CHIROPRACTIC COLLEGE  
 GEORGE FOX UNIVERSITY  
 LEWIS AND CLARK COLLEGE  
 PACIFIC UNIVERSITY  
 REED COLLEGE  
 WILLAMETTE UNIVERSITY  
 LINFIELD COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NORTHWEST CHRISTIAN COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 PORTLAND STATE UNIV.  
 CLACKAMAS COMMUNITY COLLEGE  
 MARYLHURST UNIVERSITY  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 CONCORDIA UNIV  
 Maryhurst University  
 Corban College  
 Oregon Center For Advanced T

eickhoff dev co inc  
 Illinois Valley Fire District  
 Life Flight Network LLC  
 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE  
 COVENANT RETIREMENT COMMUNITIES  
 PENTAGON FEDERAL CREDIT UNION  
 SAIF CORPORATION  
 MID-COLUMBIA CENTER FOR LIVING  
 GOLD BEACH POLICE DEPARTMENT  
 GREATER HILLSBORO AREA CHAMBER OF COMMERCE  
 LANE ELECTRIC COOPERATIVE  
 USAGENCIES CREDIT UNION

**STATE NOTICE ADDENDUM**

DOUGLAS ELECTRIC COOPERATIVE, INC.  
 ROGUE FEDERAL CREDIT UNION  
 PACIFIC CASCADE FEDERAL CREDIT UNION  
 PACIFIC STATES MARINE FISHERIES COMMISSION  
 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY  
 LOCAL GOVERNMENT PERSONNEL INSTITUTE  
 MID COLUMBIA COUNCIL OF GOVERNMENTS  
 TRAINING EMPLOYMENT CONSORTIUM  
 CLACKAMAS RIVER WATER  
 GRANTS PASS MANAGEMENT SERVICES, DBA  
 SPIRIT WIRELESS  
 SISKIYOU INITIATIVE  
 Clatskanie People's Utility District  
 CITY/COUNTY INSURANCE SERVICE  
 PIONEER COMMUNITY DEVELOPMENT  
 Cornerstone Association Inc  
 COMMUNITY CYCLING CENTER  
 Portland Impact  
 Eagle Fern Camp  
 NORTHWEST VINTAGE CAR AND MOTORCYCLE  
 K Churchill Estates  
 KLAMATH FAMILY HEAD START  
 MULTNOMAH DEFENDERS INC  
 RIVER CITY DANCERS  
 KEIZER EAGLES AERIE 3895  
 HUMANE SOCIETY OF REDMOND  
 CSC HEAD START  
 SPRINGFIELD UTILITY BOARD  
 Oregon Public Broadcasting  
 Apostolic Church of Jesus Christ

[REDACTED]  
 Ppmc Education Committee

NPKA

Shangri La

Cvalco

P E C I

Oregon Permit Technical Association

Pgma/Cathie Bourne

Astra

Beit Hallel

[REDACTED]  
 Molalla Rural Fire Protection District

MONMOUTH - INDEPENDENCE NETWORK

MALIN COMMUNITY PARK AND RECREATION DISTRICT

TILLAMOOK PEOPLES UTILITY DISTRICT

GLADSTONE POLICE DEPARTMENT

THE NEWPORT PARK AND RECREATION CENTER

RIVERGROVE WATER DISTRICT

**STATE NOTICE ADDENDUM**

WEST VALLEY HOUSING AUTHORITY  
 TUALATIN VALLEY FIRE & RESCUE  
 GASTON RURAL FIRE DEPARTMENT  
 CITY COUNTY INSURANCE SERVICES  
 METRO

Roseburg Police Department  
 SOUTH SUBURBAN SANITARY DISTRICT  
 OAK LODGE SANITARY DISTRICT  
 SOUTH FORK WATER BOARD  
 SUNSET EMPIRE PARK AND RECREATION  
 Tillamook Urban Renewal Agency  
 Boardman Rural Fire Protection District

Silverton Fire District  
 Lewis and Clark Rural Fire Protection District  
 Rainbow Water District  
 METROPOLITAN EXPOSITION-RECREATION COMMISSION  
 REGIONAL AUTOMATED INFORMATION NETWORK  
 OAK LODGE WATER DISTRICT  
 THE PORT OF PORTLAND  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 TUALATIN VALLEY WATER DISTRICT  
 UNION SOIL & WATER CONSERVATION DISTRICT  
 LANE EDUCATION SERVICE DISTRICT  
 TUALATIN HILLS PARK AND RECREATION DISTRICT  
 PORT OF SIUSLAW  
 CHEHALEM PARK AND RECREATION DISTRICT  
 PORT OF ST HELENS  
 LANE TRANSIT DISTRICT  
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
 HOODLAND FIRE DISTRICT NO.74  
 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT  
 SALEM AREA MASS TRANSIT DISTRICT  
 Banks Fire District #13  
 KLAMATH COUNTY 9-1-1  
 GLENDALE RURAL FIRE DISTRICT  
 COLUMBIA 911 COMMUNICATIONS DISTRICT  
 NW POWER POOL  
 Lowell Rural Fire Protection District  
 TriMet Transit  
 La Pine Park & Recreation District  
 Siuslaw Public Library District  
 Columbia River Fire & Rescue  
 Seal Rock Water District  
 Tillamook Fire District  
 Jefferson Park and Recreation

**STATE NOTICE ADDENDUM**

Brookings Fire / Rescue  
City of Veneta  
CITY OF DAMASCUS  
Hermiston Fire & Emergency Svcs  
CEDAR MILL COMMUNITY LIBRARY  
CITY OF LAKE OSWEGO  
EUGENE WATER & ELECTRIC BOARD  
LEAGUE OF OREGON CITIES  
CITY OF SANDY  
CITY OF ASTORIA OREGON  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CENTRAL POINT POLICE DEPARTMENT  
CITY OF CLATSKANIE  
CITY OF CONDON  
CITY OF COOS BAY  
CITY OF CORVALLIS  
CITY OF CRESWELL  
CITY OF ECHO  
CITY OF ESTACADA  
CITY OF EUGENE  
CITY OF FAIRVIEW  
CITY OF GEARHART  
CITY OF GOLD HILL  
CITY OF GRANTS PASS  
CITY OF GRESHAM  
CITY OF HILLSBORO  
CITY OF HOOD RIVER  
CITY OF JOHN DAY  
CITY OF KLAMATH FALLS  
CITY OF LA GRANDE  
CITY OF MALIN  
CITY OF MCMINNVILLE  
CITY OF HALSEY  
CITY OF MEDFORD  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MORO  
CITY OF MOSIER  
CITY OF NEWBERG  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF POWERS  
RAINIER POLICE DEPARTMENT  
CITY OF REEDSPORT

## STATE NOTICE ADDENDUM

CITY OF RIDDLE  
CITY OF SCAPPOOSE  
CITY OF SEASIDE  
CITY OF SILVERTON  
CITY OF STAYTON  
City of Troutdale  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WEST LINN/PARKS  
CITY OF WOODBURN  
CITY OF TIGARD, OREGON  
CITY OF AUMSVILLE  
CITY OF PORT ORFORD  
CITY OF EAGLE POINT  
CITY OF WOOD VILLAGE  
St. Helens, City of  
CITY OF WINSTON  
CITY OF COBURG  
CITY OF NORTH PLAINS  
CITY OF GERVAIS  
CITY OF YACHATS  
FLORENCE AREA CHAMBER OF COMMERCE  
PORTLAND DEVELOPMENT COMMISSION  
CITY OF CANNON BEACH OR  
CITY OF ST. PAUL  
CITY OF ADAIR VILLAGE  
CITY OF WILSONVILLE  
HOUSING AUTHORITY OF THE CITY OF SALEM  
CITY OF HAPPY VALLEY  
CITY OF SHADY COVE  
CITY OF LAKESIDE  
CITY OF MILLERSBURG  
CITY OF GATES  
KEIZER POLICE DEPARTMENT  
CITY OF DUNDEE  
CITY OF AURORA  
THE CITY OF NEWPORT  
CITY OF ALBANY  
CITY OF ASHLAND  
CITY OF LEBANON  
CITY OF PORTLAND  
CITY OF SALEM  
CITY OF SPRINGFIELD  
CITY OF BURNS  
CITY OF COTTAGE GROVE  
CITY OF DALLAS  
CITY OF FALLS CITY  
CITY OF PHOENIX

## STATE NOTICE ADDENDUM

CITY OF PRAIRIE CITY  
 CITY OF REDMOND  
 CITY OF SANDY  
 CITY OF SHERWOOD  
 CITY OF GRANT'S PASS  
 City of Monmouth  
 City of Philomath  
 City of Lake Oswego  
 Woodburn City Of  
 NW PORTLAND INDIAN HEALTH BOARD  
 Portland Patrol Services  
 City Of Bend  
 City Of Coquille  
 City Of Molalla  
 City Of North Bend  
 Columbia Gorge Community  
 City of St. Helens  
 Toledo Police Department  
 City of Independence  
 City of Baker City  
 City of Ontario  
 North Lincoln Fire & Rescue #1  
 CITY OF LINCOLN CITY

Netarts-Oceanside RFPD  
 Rogue River Fire District  
 Southern Coos Hospital  
 Oregon Cascades West Council of Governments  
 MULTONAH COUNTY DRAINAGE DISTRICT #1  
 PORT OF BANDON  
 OR INT'L PORT OF COOS BAY  
 DESCHUTES COUNTY RFPD NO.2  
 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT  
 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY  
 CENTRAL OREGON IRRIGATION DISTRICT  
 MARION COUNTY FIRE DISTRICT #1  
 COLUMBIA RIVER PUD  
 SANDY FIRE DISTRICT NO. 72  
 BAY AREA HOSPITAL DISTRICT  
 NEAH KAH NIE WATER DISTRICT  
 PORT OF UMPQUA  
 EAST MULTNOMAH SOIL AND WATER CONSERVANCY  
 Benton Soil & Water Conservation District  
 DESCHUTES PUBLIC LIBRARY SYSTEM  
 CLEAN WATER SERVICES  
 PARROTT CREEK CHILD & FAM  
 South Lane County Fire And Rescue

## STATE NOTICE ADDENDUM

CENTRAL OREGON COMMUNITY COLLEGE  
 UMPQUA COMMUNITY COLLEGE  
 LANE COMMUNITY COLLEGE  
 MT. HOOD COMMUNITY COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
 PORTLAND COMMUNITY COLLEGE  
 CHEMEKETA COMMUNITY COLLEGE  
 ROGUE COMMUNITY COLLEGE  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 TILLAMOOK BAY COMMUNITY COLLEGE  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 OREGON COMMUNITY COLLEGE ASSOCIATION  
 Oregon Coast Community College

Office of the Ong Term Care Ombudsman  
 OREGON TOURISM COMMISSION  
 OREGON STATE POLICE  
 OFFICE OF THE STATE TREASURER  
 OREGON DEPT. OF EDUCATION  
 SEIU LOCAL 503, OPEU  
 OREGON DEPARTMENT OF FORESTRY  
 OREGON STATE DEPT OF CORRECTIONS  
 OREGON CHILD DEVELOPMENT COALITION  
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
 OREGON OFFICE OF ENERGY  
 OREGON STATE BOARD OF NURSING  
 BOARD OF MEDICAL EXAMINERS  
 OREGON LOTTERY  
 OREGON BOARD OF ARCHITECTS  
 SANTIAM CANYON COMMUNICATION CENTER  
 OREGON DEPT OF TRANSPORTATION  
 OREGON TRAVEL INFORMATION COUNCIL  
 OREGON DEPARTMENT OF EDUCATION  
 Oregon Tradeswomen  
 Oregon Convention Center  
 OREGON SCHL BRDS ASSOCIAT  
 OREGON DEPARTMENT OF HUMAN SERVICES  
 CARE OREGON  
 Kdrv Channel 12  
 Central Oregon Home Health and Hos  
 Oregon Health Care Quality Cor  
 Opta Oregon Permit Technician  
 STATE OF OREGON

**STATE NOTICE ADDENDUM**

US FISH AND WILDLIFE SERVICE  
USDA Forest Service  
Yellowhawk Tribal Health Center

HOUSING AUTHORITY OF PORTLAND  
MARION COUNTY HOUSING AUTHORITY  
Housing Authority of Yamhill County

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

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

In addition, Contractor agrees to the following specific provisions:

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

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

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the University and be disposed of in accordance with University policy. The University, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
  
6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - (1) The copyright in any work developed under a grant or contract; and
    - (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
  
7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as University deems necessary, Contractor shall permit University, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
  
8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or University makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.



Additional Services and Solutions	Hourly Rates	
	Min.	Max.
Installation of existing product	\$ 35.00	\$ 55.00
After hours installation	\$ 52.50	\$ 82.50
Design	\$ 55.00	\$ 75.00
Project Management	\$ 55.00	\$ 85.00
Asset Management	\$ 55.00	\$ 85.00
Refurbishment*	n/a	n/a
<i>*HMI or our dealer will work with the customer to determine the best product disposition via our rePurpose program or Trade-in</i>	To Be Quoted	
	Monthly Fee	
<i>Storage – for planning only, actual cost to be quoted; in/out and other services onsite and/or trailer storage are extra</i>	\$1.40/sq. ft.	\$1.80/sq. ft.
Other Related Services and Solutions	Hourly Rates	
	Min.	Max.
Reconfiguration	\$ 35.00	\$ 55.00
Strategic Planning Services	\$ 100.00	\$ 150.00
Occupancy Planning/CAD Drafter	\$ 60.00	\$ 85.00
Build-Out Project Mgt. Services	\$ 90.00	\$ 110.00
FF&E Mgt. Services	\$ 90.00	\$ 110.00
<i>*Travel expenses will be quoted extra</i>		
Performance Environments – (Ref Attach.)	To Be Quoted	

**Note:**

- Drop Ship**, price includes product delivery to the site, the purchaser is responsible for unloading.
- Inside Delivery**, price includes product delivered to the site and unloaded.
- Basic Installation**, price includes inside delivery, uncrating, assembly, installation, removal of debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
- Expanded Service Installation** price to include basic installation; field measurements surveyed, documented and coordinated; electrical and tele/data infeed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

**Installation & Delivery Services:**

The service option product discounts include "standard" services only, subject to the conditions listed below. The discounts are "not to exceed" percentages that may be lower as quoted by the servicing dealer dependent on the specific project conditions. Additional charges and services shall be negotiated in advance of the service being performed.

- Installation will be performed during normal weekday working hours.
- Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided.
- Service work will shall not be hindered by other trades.
- Electric, heat, and adequate elevator service will be furnished without charge.
- The immediate installation area shall be complete and free of debris including the carpet/flooring before installation commences.
- Any work requiring a licensed electrician is the responsibility of the buyer.

**Additional Charges May Apply For:**

- Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE \$300 fee per delivery.
- Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value  
- Major Metro Markets include large population centers and urban environments.
- Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value
- Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value
- Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.
- Local Prevailing Wage and/or Union Labor Rates

*Any additional charges shall be quoted by the dealer and approved by the buyer prior to performance of the work.*

**NTE = Not To Exceed**



# County of Fairfax, Virginia

## AMENDMENT

AMENDMENT NO. 3

MAR 27 2014

CONTRACT TITLE: Office Furniture and Related Services

CONTRACTOR

Herman Miller Inc.  
855 East Main Ave.  
Zeeland, MI 49464

SUPPLIER CODE

100011666

CONTRACT NO.

4400003403

By mutual agreement contract 4400003403 is amended as indicated below effective immediately.

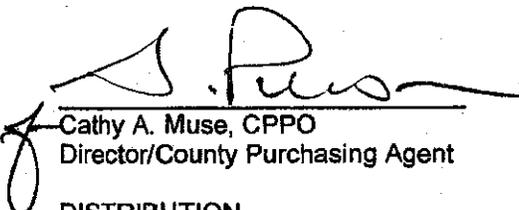
Add:

New Products

Discounts

	Dock	\$0-\$100,000 List		\$100,000 - \$400,000 List				
		Inside	Basic Install	Expanded Install	Dock	Inside	Basic Install	Expanded Install
Renew Sit-to-Stand	67%	65%	62%	60%	69%	67%	64%	62%
Locale	58%	56%	53%	51%	60%	58%	55%	53%
Public Office Landscape	54%	52%	49%	47%	56%	54%	51%	49%

All other discounts, terms, and conditions remain the same.

  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

Steve Pierson, CPPB, VCO  
Contracts Manager

### DISTRIBUTION

Department of Finance – Accounts Payable  
Facilities Management Dept. – Bill Robinson/e  
Facilities Management Dept. – Cathy Spaine/e  
Facilities Management Dept. – Rhinda Edwards/e  
Facilities Management Dept. – Christine Covey/e  
U. S. Communities – Corey Imhoff – [cimhoff@uscommunities.org](mailto:cimhoff@uscommunities.org)

Contractor  
Contract Specialist – G. Bright  
Asst. Contract Specialist - Team 2

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

Website: [www.fairfaxcounty.gov/dpsm](http://www.fairfaxcounty.gov/dpsm)  
Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3681



# County of Fairfax, Virginia

## AMENDMENT

AMENDMENT NO. 1

**JUL 19 2013**

CONTRACT TITLE: Office Furniture and Related Services and Solutions

CONTRACTOR  
Herman Miller Inc.  
855 East Main Ave.  
Zeeland, MI 49464

SUPPLIER CODE  
1000011666

CONTRACT NO.  
4400003403

By mutual agreement contract 4400003403 is amended as indicated below effective immediately. This change is for Fairfax County only.

Herman Miller Inc. is structured to sell their products through their distributors, therefore, Fairfax County is adding the following dealer to the contract. This dealer has been assigned their own contract number and supplier code.

This dealer is authorized to issue quotes, receive purchase orders, process, deliver and provide customer support in accordance with the discounts, terms, and conditions established with Herman Miller Inc.

Name of Dealer	Supplier Code	Contract Number
American Office of Gaithersburg Inc. 14801 Willard Road Chantilly, VA 20151 Contact: Denise Carlston, Director of Sales E-mail: <a href="mailto:dcarlston@americanoffice.com">dcarlston@americanoffice.com</a> Telephone: 703-788-0800, ext. 237 Fax: 703-788-0805 Payment Terms: Net 30	1000000148	4400004122

This change in no way alters the responsibilities of Herman Miller, Inc. under the above referenced contract.

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

### DISTRIBUTION

Department of Finance – Accounts Payable  
Facilities Management Dept. – Bill Robinson/e  
Facilities Management Dept. – Cathy Spaine/e  
Facilities Management Dept. – Shirley Dowell/e  
Facilities Management Dept. – Christine Covey/e  
U. S. Communities – Corey Imhoff – [cimhoff@uscommunities.org](mailto:cimhoff@uscommunities.org)

Contractor  
Contract Specialist – G. Bright  
Asst. Contract Spec., Team 2

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

Website: [www.fairfaxcounty.gov/dpsm](http://www.fairfaxcounty.gov/dpsm)

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3681



# County of Fairfax, Virginia

## AMENDMENT

DEC 20 2013

### AMENDMENT NO. 2

CONTRACT TITLE: Office Furniture and Related Services and Solutions

CONTRACTOR

Herman Miller Inc.  
855 East Main Ave.  
Zeeland, MI 49464

SUPPLIER CODE

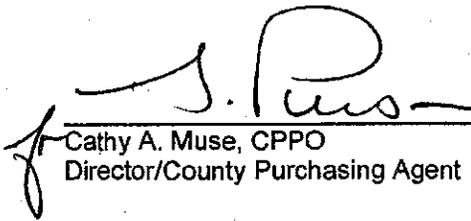
1000011666

CONTRACT NO.

4400003403

The purpose of this amendment is to notify all users that Herman Miller Inc. is implementing a price list adjustment of 2.6%, effective February 3, 2014. The new price list also includes new and refreshed fabrics, finishes and options.

All other terms and conditions remain the same.

  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

Steve Pierson, CPPB, VCO  
Contracts Manager

DISTRIBUTION

Department of Finance – Accounts Payable  
Facilities Management Dept. – Bill Robinson/e  
Facilities Management Dept. – Cathy Spaine/e  
Facilities Management Dept. – Rhinda Edwards/e  
Facilities Management Dept. – Christine Covey/e  
U. S. Communities – Corey Imhoff – [cimhoff@uscommunities.org](mailto:cimhoff@uscommunities.org)

Contractor  
Contract Specialist – G. Bright  
Asst. Contract Specialist - Team 2

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

Website: [www.fairfaxcounty.gov/dpsm](http://www.fairfaxcounty.gov/dpsm)

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3681

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
<b>Instructions</b>	<b>Instructions for Completion of EDS</b>	<b>EDS i - ii</b>
<b>1</b>	<b>MBE/WBE Utilization Plan</b>	<b>EDS 1</b>
<b>2</b>	<b>Letter of Intent</b>	<b>EDS 2</b>
<b>3</b>	<b>Petition for Reduction/Waiver of MBE/WBE Participation Goals</b>	<b>EDS 3</b>
<b>4</b>	<b>Certifications</b>	<b>EDS 4, 5</b>
<b>5</b>	<b>Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest</b>	<b>EDS 6 – 12</b>
<b>6</b>	<b>Sole Proprietor Signature Page</b>	<b>EDS 13a/b/c</b>
<b>7</b>	<b>Partnership Signature Page</b>	<b>EDS 14/a/b/c</b>
<b>8</b>	<b>Limited Liability Corporation Signature Page</b>	<b>EDS 15a/b/c</b>
<b>9</b>	<b>Corporation Signature Page</b>	<b>EDS 16a/b/c</b>
<b>10</b>	<b>Cook County Signature Page</b>	<b>EDS 17</b>

**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](http://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](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II.  Direct Participation of MBE/WBE Firms  Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: CFS INSTALLATIONS INC.  
Address: 3021 W HARRISON CHICAGO IL 60612  
E-mail: INFO@GETCFS.COM  
Contact Person: MATT NORMAN Phone: 312-465-4100  
Dollar Amount Participation: \$ TBD  
Percent Amount of Participation: 17.5% (estimated) %

\*Letter of Intent attached? Yes  No   
\*Letter of Certification attached? Yes  No

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: CFS INSTALLATIONS, INC. Certifying Agency: City of Chicago  
Address: 3021 W HARRISON Certification Expiration Date: 4/1/2019  
City/State: CHICAGO IL Zip: 60612 FEIN #: 27-4639215  
Phone: 3124654100 Fax: 3124654101 Contact Person: MATT NORMAN  
Email: INFO@GETCFS.COM Contract #: contract from City of Chicago Attached

Participation:  Direct  Indirect

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

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

OFFICE FURNITURE INSTALLATION  
TRUCKING & DELIVERY OF OFFICE FURNITURE

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

17.5% net 45 day after completion of installation.

(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.

Matthew Norman  
Signature (M/WBE)

Matthew Norman  
Print Name

CFS INSTALLATIONS, INC.  
Firm Name

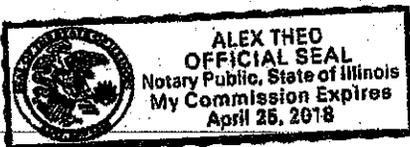
12/12/14  
Date

Subscribed and sworn before me

this 12<sup>th</sup> day of DECEMBER, 2014

Notary Public Alex

SEAL



George N. Maniatis  
Signature (Prime Bidder/Proposer)

George N. Maniatis  
Print Name

Interior Investments  
Firm Name

12/15/2014  
Date

Subscribed and sworn before me

this 15 day of December, 2014

Notary Public Steven Rice

SEAL





Cook County Government  
M/WBE Reciprocal Certification Affidavit

Firm Name CFS INSTALLATIONS INC.  
Address 3021 W HARRISON City CHICAGO  
County COOK State IL Zip 60612  
Phone (312) 465-4100 Email MATT@GETCFS.COM

I MATTHEW NORMAN, President  
(Authorized Representative) (Print Title)

of CFS INSTALLATIONS, INC. do hereby affirm:  
(Name of Firm)

1) MATTHEW NORMAN is a Minority and/or Women Business Enterprise  
(Name of Firm)

currently certified by the City of Chicago as:  Black-  Hispanic-  Asian-  Woman-owned business.

2) With respect to CFS INSTALLATION, INC., the personal net worth of the qualifying  
(Name of Firm)  
(51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of CFS INSTALLATIONS, INC.,  
(Name of Firm)  
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I MATTHEW NORMAN affirm that, to the best of my  
(Authorized Representative)

knowledge and belief, the information herein is true and accurate.

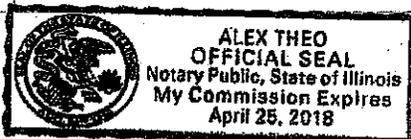
Signature MATTHEW NORMAN Title President Date 12/12/19

Subscribed and sworn to before me this 12<sup>th</sup> day of DECEMBER / 2014  
(Month) (Year)

Alex Theo  
(Notary's Signature)

Notary's Seal

My Commission Expires 4-25-18





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

Matthew Norman  
CFS Installation, Inc.  
3021 W. Harrison St.  
Chicago, IL 60612

Dear Mr. Norman:

We are pleased to inform you that CFS Installation, Inc. has been certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **06/01/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **06/01/2015, 06/01/2016, 06/01/2017, and 06/01/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **06/01/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **04/01/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City 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, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that 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. 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 the individual or entity, or the individual or entity assisted 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 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

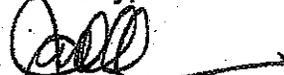
**238390 – Office Furniture, Modular System, Installation**

**484210 – Trucking Used Household, Office, or Institutional Furniture and Equipment**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/tb

#### 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

NONE

**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:

b) If yes, list business addresses within Cook County:

205 W. Wacker Drive Suite 1700

Chicago, IL 60606

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes:  No:

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (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)  The Undersigned owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

\_\_\_\_\_  
\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name: IS Group Inc D/B/A: Interior Investments EIN NO.: 364 110 590

Street Address: 550 Bond Street

City: Lincolnshire State: IL Zip Code: 60069

Phone No.: (847) 325-1000

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
<u>Don Shannon</u>	<u>570 Bent St. Lincolnshire, IL 60469</u>	<u>50%</u>
<u>Mike Greenberg</u>	<u>"</u>	<u>50%</u>

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 reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

George N. Manatis  
 Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]  
 Signature

gmanatis@interiorinvestments.com  
 E-mail address

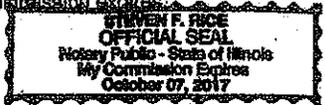
Government Acct. Mgr  
 Title

3-24-2014  
 Date

(708) 781-3430  
 Phone Number

Subscribed to and sworn before me this 24 day of March, 2014

X [Signature]  
 Notary Public Signature

My commission expires: October 07, 2017  
  
 Notary Seal



**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](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

**DEFINITIONS:**

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person\* doing business\* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships\* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: George Manatis Title: Government Account Manager  
Business Entity Name: Interior Investments Phone: (847) 325-1000  
Business Entity Address: 550 Bond Street, Lincolnshire IL 60069

\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

George Manatis \_\_\_\_\_ Date 3/24/14  
Owner/Employee's Signature

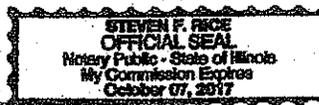
Subscribe and sworn before me this 24 Day of March, 2014

a Notary Public in and for Lake County

[Signature]  
(Signature)

NOTARY PUBLIC  
SEAL

My Commission expires \_\_\_\_\_



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 PARTNERSHIP (AND/OR A JOINT VENTURE)**  
**(SECTION 7)**

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.

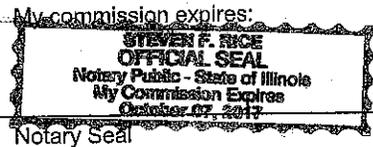
BUSINESS NAME: INTERIOR INVESTMENTS, LLC  
BUSINESS ADDRESS: 550 BOND STREET  
LINCOLNSHIRE, IL 60069  
BUSINESS TELEPHONE: 847-325-1000 FAX NUMBER: 847-325-1001  
CONTACT PERSON: GEORGE MANIATHIS FEIN/SSN: 36-4110990  
\*COOK COUNTY BUSINESS REGISTRATION NUMBER: N6593-997-5

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

\*BY: *Michael G. Kelly*  
Date: 12-9-14

Subscribed to and sworn before me this  
9<sup>th</sup> day of December, 2014

X *Steven F. Rice*  
Notary Public Signature



\* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

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 30 DAY OF January, 2015

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1430-14165

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ Not to Exceed \$1,500,000.00  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JAN 21 2015

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)