

CONTRACT NO. 1490-13448

OFFICE FURNITURE

BETWEEN



**COOK COUNTY GOVERNMENT
ENTERPRISE RESOURCE PLANNING (ERP)**

AND

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

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

APR 09 2014

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CONTRACT FOR SERVICES

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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", pursuant to authorization by the Cook County Board of Commissioners on the 9th day of April, 2014, (the "Effective Date") as evidenced by the Board of Authorization letter attached herein as Exhibit "5".

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, Contractor is an authorized dealer of Herman Miller; and

Whereas, Herman Miller, and its authorized dealers was previously awarded a contract 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 the Chief Procurement Officer, 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, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Contractor agrees to provide to the County office furniture, incorporated as Exhibit "3", Scope of Work/Price Proposal; and

Whereas, the Contractor warrants that it is ready, willing and able to deliver these services set forth in Exhibit "3", Scope of Services/Pricing Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the County of Fairfax as set forth in Attachment "1", County of Fairfax, Virginia RFP (Contract No. 4400003403), and incorporated herein by reference; and

Whereas, this Contract shall be effective from April 10, 2014 through April 9, 2015 with one (1) one (1) year renewal option after award by the Board of Commissioners and after proper execution of the Contract Documents; and

Whereas, Payment terms shall be as set forth in Exhibit "3", Scope of Services/Pricing Proposal; and

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

INCORPORATION OF BACKGROUND INFORMATION

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

INCORPORATION OF EXHIBITS

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

Exhibit 1	General Conditions
Exhibit 2	Special Conditions
Exhibit 3	Scope of Work/Pricing Proposal
Exhibit 4	Evidence of Insurance
Exhibit 5	Cook County Board of Commissioners Authorization
Exhibit 6	Economic Disclosure Statement (EDS) Forms

CONTRACT NO: 1490-13448

EXHIBIT 1

GENERAL CONDITIONS

GENERAL CONDITIONS

GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

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

GC-02 PERSONNEL

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

GC-03 INSURANCE REQUIREMENTS

The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

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

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

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

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/Garage Liability Insurance**

The Commercial General/Garage Liability shall be on an occurrence form basis to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insured's clause
- (e) Garage Keeper's Coverage

(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:	\$1,000,000
General Aggregate	\$1,000,000

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 insured's with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance maintained by 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. 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. Within seven (7) business days of the Effective date and prior to any start of performance of Services under this Agreement, the 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.

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.

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

- 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.

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

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)

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

The Office of Contract Compliance 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.

GC-41 FEDERAL CLAUSES (CON'T.)

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Consultant is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Consultant agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Consultant, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Consultant agrees that, irrespective of its status or the status of any Subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Consultant agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Consultant may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

GC-41 FEDERAL CLAUSES (CON'T.)

- (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.

GC-41 FEDERAL CLAUSES (CON'T.)

- (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.

GC-41 FEDERAL CLAUSES (CON'T.)

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.

GC-41 FEDERAL CLAUSES (CON'T.)

- (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.

GC-41 FEDERAL CLAUSES (CON'T.)

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.

GC-41 FEDERAL CLAUSES (CON'T.)

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

GC-41 FEDERAL CLAUSES (CON'T.)

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.

GC-41 FEDERAL CLAUSES (CON'T.)

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.

GC-41 FEDERAL CLAUSES (CON'T.)

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).

GC-41 FEDERAL CLAUSES (CON'T.)

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

CONTRACT NO: 1490-13448

EXHIBIT 2
SPECIAL CONDITIONS

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall furnish Office Furniture to Cook County Government, 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 will be required to provide and install Office Furniture for Cook County Government Offices, Departments, and Agencies, and remove all debris from these County facilities. The 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.

SC-02 CONTRACT PERIOD

The initial contract period will be from April 10, 2014 through April 9, 2015 with one (1) one (1) year renewal option, which may be used at the discretion of the County.

SC-03 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The Contractor shall have a subcontracting goal of not less than twenty-five (25%) percent MBE and ten (10%) percent WBE of the awarded contract price for work to be performed. The Contractor must comply with the County's MBE/WBE participation requirements. The County has issued MBE/WBE goals this Project. The Contractor shall submit with its Proposal, an MBE/WBE Utilization Plan indicating how it proposes to meet these goals. The MBE/WBE firms must be certified by Cook County or City of Chicago. If the Contractor has not met the goals or made good faith efforts to meet the goals, the Contractor response will (may) be deemed nonresponsive and will not be considered for award.

Certified MBE/WBE Contractors may count their own participation, however, a female firm certified as M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. (Designations cannot be changed after submission of the compliance plan.)

Unless otherwise specified in the Bid Documents, for purposes of this contract, the contract amount is the total bid amount that has been entered on the Proposal Page of the Bid Documents.

SC-04 DELIVERY LOCATION

Unless otherwise specified in an amendment to this Contract, or in the Purchase Order, all Office Furniture for Enterprise Resource Planning ("ERP") shall be delivered to:

Cook County Building
118 N. Clark Street, 4th Floor
Chicago, IL 60602

The County reserves the right to add new delivery locations or delete delivery locations as required during the contract period as specified on an approved Purchase Order. The only restriction regarding the County's right to add new delivery locations shall be that any new location shall be within the geographical boundaries of the County of Cook. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

SC-05 NOTIFICATION

Do not service until notified in writing by Cook County. Cook County shall designate in writing the person(s) responsible for coordinating the delivery, unloading and installation of the Office Furniture.

SC-06 SUPPLEMENTAL DELIVERY INSTRUCTIONS/REQUIREMENTS

Procedures for deliveries utilizing the dock for R.J. Daley Center, 50 West Washington Street, are as follows:

- All deliveries must be pre-arranged, utilizing the attached form.
- Notification must be provided at least 48 hours in advance during the week and at least 72 hours in advance for weekends and Mondays. Copy the form as needed. A form will need to be filled out for each and every delivery. Fax completed forms to the Richard J. Daley Center, Office of the Building at (312) 603-6950.
- Every delivery made to the building will need to be made by a pre-approved driver from your company. We required that your company furnish legible photocopies of your staff's valid driver's license. In addition, the county will be taking photographs of approved driver's for its own records.
- Delivery personnel will receive a temporary identification badge to be worn at all times while in the building.
- Delivery vehicles will be searched prior to gaining access to the dock area.

CONTRACT NO: 1490-13448

- Kindly send all legible photocopies of the pertinent documents to the following:
 - Edward Carik
Director of Security-Security Command Center
Richard J. Daley Center
50 West Washington Street
Chicago, IL 60602

No driver will be allowed to gain access to the building without prior authorization. Therefore, please fill out the "Request for Dock Access" form and fax it in a timely manner to the number listed above. In addition, replacement drivers not recognized by County staff as being pre-approved will not be allowed entrance into the building. It is imperative that the County is notified, in advance, of staffing changes. The County requires these notifications to be in writing, accompanied by a photocopy of the replacement's personal driver's license.

SC-07 RICHARD J. DALEY CENTER INSURANCE REQUIREMENTS

In addition to the insurance requirements set forth in GC-03, the Contractor must also meet the insurance requirements required for deliveries at the Richard J. Daley Center, which are set forth below.

CONTRACT NO: 1490-13448

**REQUEST FOR DOCK ACCESS
RICHARD J. DALEY CENTER
(48 Hour Notice Required/No Exceptions)**

Date(s) of Delivery:	Time:
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Delivery Company/Agency:	Contact:
Address:	Phone:

Items to be Delivered:

Intended Delivery Location (please check one):

Building	Room	Contact:	Phone No. of Contact:
Daley Center			
County Hall			
County Building			

**FAX COMPLETED FORM TO OFFICE OF THE BUILDING at (312) 603 – 6950
Security Command Center (312) 603-3471**

Dock access will only be granted to companies that have a certificate of insurance on file with the Office of the Building.

For Insurance requirements contact MB Real Estate @ (312) 603-7980

To be filled out by Daley Center Security **ONLY**:

DELIVERY PERSONNEL INFORMATION:

Date:	Time:
-------	-------

	Last	First	Middle
Driver			
Helper			

License No.	State:
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VEHICLE INFORMATION:

Vehicle	Make:	Model:	Year:
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License Plate	No.:	State:
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Transport License	No.:
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CONTRACT NO: 1490-13448

MB REAL ESTATE

**RICHARD J. DALEY CENTER
50 WEST WASHINGTON
CHICAGO, IL 60602**

**INSURANCE REQUIREMENTS FOR CONTRACTORS/VENDORS
POLICY LIMITS - MINIMUM LIMITS**

COMMERCIAL GENERAL LIABILITY INSURANCE

Combined Single Limit Bodily Injury & Property Damage	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
General Aggregate Limit must apply <u>per Project</u> or <u>per Location</u>.	
Products/Completed Operations	\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate Limit
Personal Injury & Advertising Limit	\$1,000,000.00

UMBRELLA LIABILITY INSURANCE

Umbrella Liability Policy \$5,000,000.00

WORKERS COMPENSATIONS

For Coverage A (statutory limits) and Coverage B, Employer's Liability with limits of:

Bodily Injury by Accident for Each Accident	\$500,000.00
Bodily Injury by Disease for Policy Limit	\$500,000.00
Bodily Injury by Disease for Each Employee	\$500,000.00

COMPREHENSIVE AUTOMOBILE LIABILITY

Insurance which shall include all owned, leased, hired or non-owned vehicles with limits of liability as follows:

Bodily Injury and Property Damage	\$1,000,000.00
Each Occurrence	\$1,000,000.00

ADDITIONAL INSUREDS with respects to the General Liability and Auto Liability Coverage, Umbrella follows form:

Public Building Commission of Chicago
MB Real Estate Services INC

CANCELLATION POLICY: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

CERTIFICATE HOLDER

MB REAL Estate Services INC
1203 Richard J. Daley Center
50 West Washington Street
Chicago, IL 60602
312 603 7980

FAX CERTIFICATE OF INSURANCE TO: 312 603 5800

CONTRACT NO: 1490-13448

EXHIBIT 3

SCOPE OF WORK/PRICING PROPOSAL

CONTRACT NO: 1490-13448

Scope of Work/Pricing Proposal

Scope of Work Statement:

Interior Investments, L.L.C.

550 Bond Street Lincolnshire, Illinois 60069
 Telephone 847.325.1000 Facsimile 847.325.1001

PROPOSAL: 115245

DATE: 3/24/2014

PROJECT#: 112-76

PROPOSAL FOR:	INSTALL AT:
COOK County ERP 118 North Clark Street, 4th Fl Chicago, IL 60614	COOK County ERP 118 North Clark Street, 4th Fl Chicago, IL 60614

SALESPERSON: George Maniatis **CUSTOMER P/O:** **QUOTE VALID:** 06/30/14

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	3	DT1CS.42LX	+Round Table,Squared Edge,Lam,4-Column Base 42" dia 91 +white BU +black umber 57 +glides	\$382.20	\$1,146.60
2	12	92SC	Rowdy, Side Chair, Chrome Frame, Armless SC1 Black - No Selection CART 40/25 Chair Stack Cart Upgrade - No Ganging Bracket - No Glides Selected	\$248.31	\$2,979.72
3	8	5622TB4.A91	Focus, Midback, Upholstered Back, Swivel Tilt Cntrl, A91 Fix FABRIC Fabric Grade Selections 26-GRD2 Fabric Grade 2 CORE Core Standard Color Selection CORE-MACR Core Macro ... Skipped Option Z1 Black - Std Black Base ... Skipped Option - No Selection - Std Packaging	\$310.16	\$2,481.28
4	1	ZTVWC	@Sq-Edge Wood Oval Table,Ven Top S @segmented base 54 @54" deep 120 @120" wide ZU @light brown walnut BU +black umber BU +black umber	\$2,637.62	\$2,637.62
5	10	5622TB4.A91	Focus, Midback, Upholstered Back, Swivel Tilt Cntrl, A91 Fix FABRIC Fabric Grade Selections 26-GRD2 Fabric Grade 2 CORE Core Standard Color Selection CORE-MACR Core Macro ... Skipped Option Z1 Black - Std Black Base ... Skipped Option - No Selection - Std Packaging	\$316.83	\$3,168.30
6	2	G6137.30S	+Task Light,Utility,AO,Etho,Canvas,Chi 30W	\$130.29	\$260.58
7	1	FV696.62	+Stiffener, 62 1/8W	\$19.60	\$19.60
8	1	FV2D2.S24FR	+Square Open Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, MS +metallic silver Tagging: 24REP	\$106.12	\$106.12
9	1	FV2D2.S24FL	+Square Open Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, MS +metallic silver Tagging: 24LEP	\$106.12	\$106.12
10	1	FV2D2.S30FR	+Square Open Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, MS +metallic silver	\$109.20	\$109.20

			Tagging: 30REP		
11	1	FV2D2.S30FL	+Square Open Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, MS +metallic silver	\$109.20	\$109.20
			Tagging: 30LEP		
12	1	FTS10.2448LD	+Rectangular Surface,Sq-Edge, Lam Top/Vinyl Edge, 24D 48W, S 76 +light brown walnut	\$98.00	\$98.00
			Tagging: 24/48		
13	1	FTS34.3072LS	+Peninsula Surf,Rectangular End,Sq-Edge, Lam Top/Vinyl Edge, 76 +light brown walnut	\$199.08	\$199.08
			Tagging: 30/72		
14	1	FTS34.2472LS	+Peninsula Surf,Rectangular End,Sq-Edge, Lam Top/Vinyl Edge, 76 +light brown walnut	\$159.60	\$159.60
			Tagging: 24/72		
15	1	FV694.A12A66	+Screen, Translucent Plastic, 12" below WS, 66W J9 +opal frosted MS +metallic silver	\$240.80	\$240.80
			Tagging: A12A/66		
16	1	FV980.WM2472R	+Tackboard,wall mntd,Tckble Fabric,Hrzntrl 24H 72W 2V +chain-Pr Cat 1 01 +chain pearl	\$138.88	\$138.88
			Tagging: TBW24/72		
17	1	FV446.WM1572LL	@Overhead Strg Cab,Hngd Drs,Wall Mntd,Lam Case/Dr,Lock 15H 7 KA @keyed alike WN @warm grey neutral 76 @light brown walnut	\$531.44	\$531.44
			Tagging: 72W OH		
18	1	DTICS.36LS	@Round Table,Squared Edge,Lam,Single- Column Base 36" dia 76 +light brown walnut MS +metallic silver 57 +glides	\$318.60	\$318.60
19	1	FM10K.18FF2L03L	@Metal Freestndg Ped,Bar Pull,F/F, 2 1/4"H Base,Lam Frnt,3/8 SS @smooth paint on smooth steel MS @metallic silver 76 @light brown walnut 76 @light brown walnut MS @metallic silver NO @no counterweight KA @keyed alike	\$338.52	\$338.52
20	1	FM10K.18BBF2L03L	@Metal Freestndg Ped,Bar Pull,B/B/F, 2 1/4"H Base,Lam Frnt,3 SS @smooth paint on smooth steel MS @metallic silver 76 @light brown walnut 76 @light brown walnut MS @metallic silver NO @no counterweight KA @keyed alike	\$346.64	\$346.64
21	4	5652.A130	Focus, Side Chair, Silver Frame, A130 Arm MC1 Black FABRIC Fabric Grade Selections 26-GRD1 Fabric Grade 1 ... Skipped Option ~ No Ganging Bracket Upgrade G5 Standad Glide ~ No Cart Upgrade	\$169.73	\$678.92
22	1	5622TB1.A92	Focus, Midback, Mesh Back, Swivel Tilt Cntrl, A92 Adjustable MC1 Black FABRIC Fabric Grade Selections 26-GRD2 Fabric Grade 2	\$246.92	\$246.92

			CORE Core Standard Color Selection CORE-MACR Core Macro - No Selection Z1 Black - Std Black Base C15 55mm Caster, Std - No Selection - Std Packaging		
23	6	FT121.346	+Conn 90,Universal,3way-for 46H frames and lower	\$19.32	\$115.92
24	3	FT121.446	+Conn 90,Universal,4way-for 46H frames and lower	\$22.68	\$68.04
25	6	FT128.35	+Connection Hardware, Frame-to-Frame 35H	\$5.32	\$31.92
26	12	FTS10.3060LF	+Rectangular Surface,Sq-Edge, Lam Top/Vinyl Edge, 30D 60W, F 76 +light brown walnut Tagging: 30/60	\$151.76	\$1,821.12
27	12	FT290.30R	+Surface Cantilever, for 30"- deep surface,rt-hnd RS +ironstone Tagging: 30R	\$8.68	\$104.16
28	12	FT290.30L	+Surface Cantilever, for 30"- deep surface,lft-hnd RS +ironstone Tagging: 30L	\$8.68	\$104.16
29	24	Y7216.10	+Paper Tray 10W 91 +white	\$13.33	\$319.92
30	30	FT110.3530R	+Frame,Base Covers, Pwr/Data knockouts Chicago 35H 30W 91 +white Tagging: 35/30R	\$49.28	\$1,478.40
31	18	FT114.1530PTR	@Frame Top Screen,Ptd Stndrd Top Cap,Clear Glass 1/4 thick 1 91 @white Tagging: TR/15	\$126.28	\$2,273.04
32	6	FT114.1560PTR	@Frame Top Screen,Ptd Stndrd Top Cap,Clear Glass 1/4 thick 1 91 @white Tagging: TR/15	\$184.52	\$1,107.12
33	6	FT123.135BP	+Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 35H 91 +white Tagging: 1/35B	\$9.80	\$58.80
34	6	FT126.3AP	+Top Cap, Conn 90-Deg, Connects-3 Frame Top Caps Ptd 91 +white Tagging: 3A	\$7.28	\$43.68
35	3	FT126.4AP	+Top Cap, Conn 90-Deg, Connects-4 Frame Top Caps Ptd 91 +white Tagging: 4A	\$7.28	\$21.84
36	18	FT160.35BP	+Finished End,Base Cover Ptd 35H 91 +white Tagging: 35B	\$14.56	\$262.08
37	12	LG890.120	+Pedestal Add-On Cushion Top 1H 20D 8T +crossing-Pr Cat 1 03 +crossing wicker Tagging: cushion to	\$42.24	\$506.88

38	60	FT170.3030T	+Lower Tile, Tackable Fabric 30H 30W 91 +white 2V +chain-Pr Cat 1 01 +chain pearl Tagging: LF30	\$38.36	\$2,301.60
39	12	LW110.20BF	+Ped W-Pull,Mobile 20D B/F SR +3/4-extension roller slides on box drawer, full-e SS +smooth paint on smooth steel MS +metallic silver KA +keyed alike 5M +pencil tray in box drawer, 2 file converters in f HN +no hand grip	\$176.00	\$2,112.00
40	12	5622TB1.A92	Focus, Midback, Mesh Back, Swivel Tilt Cntrl, A92 Adjustable MC1 Black FABRIC Fabric Grade Selections 26-GRD2 Fabric Grade 2 CORE Core Standard Color Selection CORE-MACR Core Macro ~ No Selection Z1 Black ~ Std Black Base C15 55mm Caster, Std ~ No Selection ~ Std Packaging	\$246.92	\$2,963.04
41	1	ET123L	+Table,Rnd Seg Base Lam Top w/thermoplastic edge 28.5H 48Dia 91 +white 91 +white 91 +white 91 +white	\$328.44	\$328.44
42	5	5622TB1.A92	Focus, Midback, Mesh Back, Swivel Tilt Cntrl, A92 Adjustable MC1 Black FABRIC Fabric Grade Selections 26-GRD1 Fabric Grade 1 ... Skipped Option Z1 Black ~ Std Black Base ... Skipped Option ~ No Selection ~ Std Packaging	\$234.83	\$1,174.15
43	1	ET123W	@Table,Rnd Seg Base Ven Top/Edge 28.5H 48Dia 2U @light brown walnut MS +metallic silver MS +metallic silver	\$453.04	\$453.04
44	5	5622TB1.A92	Focus, Midback, Mesh Back, Swivel Tilt Cntrl, A92 Adjustable MC1 Black FABRIC Fabric Grade Selections 26-GRD1 Fabric Grade 1 ... Skipped Option Z1 Black ~ Std Black Base ... Skipped Option ~ No Selection ~ Std Packaging	\$234.83	\$1,174.15
45	1	ET123W	@Table,Rnd Seg Base Ven Top/Edge 28.5H 48Dia 2U @light brown walnut MS +metallic silver MS +metallic silver	\$453.04	\$453.04
46	5	5622TB1.A92	Focus, Midback, Mesh Back, Swivel Tilt Cntrl, A92 Adjustable MC1 Black FABRIC Fabric Grade Selections 26-GRD2 Fabric Grade 2 CORE Core Standard Color Selection CORE-MACR Core Macro ... Skipped Option Z1 Black ~ Std Black Base ... Skipped Option ~ No Selection ~ Std Packaging	\$246.92	\$1,234.60
47	14	Y1113.72YL	+Modesty Panel,w/added cable trough,Lam Top/Thermoplastic Ed 91 +white	\$271.33	\$3,798.62

48	1	FTS34.3060LS	+Peninsula Surf,Rectangular End,Sq-Edge, Lam Top/Vinyl Edge, 91 +white Tagging: 30/60	\$104.44	\$104.44
49	1	FV696.43	+Stiffener, 43 1/4W	\$19.60	\$19.60
50	2	FV2E2.S30FL	+Closed Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, Lam 91 +white	\$89.04	\$178.08
51	1	FV697.60FL	+Modesty Panel,full modesty panel, 60W Lam 91 +white Tagging: F/60	\$138.32	\$138.32
52	1	DT1AS.1860LT	+Rectangular Table,Squared Edge,Lam,T-leg 18D 60W 91 +white 91 +white 57 +glides Tagging: 18/60	\$291.90	\$291.90
53	14	DT5AS.2472LT	+Flip-Top Rect Table,Squared Edge,Lam,T-leg 24D 72W 91 +white 91 +white 57 +glides Tagging: 24/72 FOLD	\$463.50	\$6,489.00
54	1	LW100.20BBF	+Ped W-Pull,Freestd 20D B/B/F SR +3/4-extension roller slides on box drawer, full-e XS +textured paint on smooth steel 91 +white KC +keyed differently, chrome 2F +raised height 3M +drawer divider in one box drawer, pencil tray in	\$178.88	\$178.88
55	29	5622TB1.A92	Focus, Midback, Mesh Back, Swivel Tilt Cntrl, A92 Adjustable MC1 Black FABRIC Fabric Grade Selections 26-GRD2 Fabric Grade 2 CORE Core Standard Color Selection CORE-MACR Core Macro ... Skipped Option Z1 Black - Std Black Base ... Skipped Option - No Selection - Std Packaging	\$246.92	\$7,160.68
56	30	G6137.30S	+Task Light,Utility,AO,Etho,Canvas,Chi 30W	\$130.29	\$3,908.70
57	2	FT121.246	+Conn 90,Universal,2way,90 deg-for 46H frames and lower	\$16.24	\$32.48
58	23	FT121.257	+Conn 90,Universal,2way,90 deg-for 57H frames and higher	\$25.76	\$592.48
59	21	FT121.357	+Conn 90,Universal,3way-for 57H frames and higher	\$28.56	\$599.76
60	6	FT121.457	+Conn 90,Universal,4way-for 57H frames and higher	\$31.92	\$191.52
61	1	FT128.35	+Connection Hardware, Frame-to-Frame 35H	\$5.32	\$5.32
62	87	FT128.57	+Connection Hardware, Frame-to-Frame 57H	\$7.56	\$657.72
63	2	FT190.57	+Wall Start 57H Tagging: 57	\$19.88	\$39.76
64	13	FTS12.3060LF	+Curvilinear Surface,Sq-Edge, Lam Top/Vinyl Edge, 30D L,24D 91 +white Tagging: 30/60/24	\$117.60	\$1,528.80
65	30	FTS10.2460LF	+Rectangular Surface,Sq-Edge, Lam Top/Vinyl Edge, 24D 60W, F 91 +white Tagging: 24/60	\$96.32	\$2,889.60
66	46	FT290.24L	+Surface Cantilever, for 20"-or 24" deep surface,lft-hnd RS +ironstone	\$7.56	\$347.76

			Tagging: 24L		
67	44	FT290.24R	+Surface Cantilever, for 20"-or 24" deep surface,rt-hnd RS +ironstone	\$7.56	\$332.64
			Tagging: 24R		
68	14	FT290.30L	+Surface Cantilever, for 30"- deep surface,lft-hnd RS +ironstone	\$8.68	\$121.52
			Tagging: 30L		
69	60	Y7216.10	+Paper Tray 10W 91 +white	\$13.33	\$799.80
70	14	FTS12.2460LF	+Curvilinear Surface,Sq-Edge, Lam Top/Vinyl Edge, 24D L,30D 91 +white	\$117.60	\$1,646.40
			Tagging: 24/60/30		
71	16	FT290.30R	+Surface Cantilever, for 30"- deep surface,rt-hnd RS +ironstone	\$8.68	\$138.88
			Tagging: 30R		
72	1	FTS12.3048LF	+Curvilinear Surface,Sq-Edge, Lam Top/Vinyl Edge, 30D L,24D 91 +white	\$113.12	\$113.12
73	2	FTS12.2448LF	+Curvilinear Surface,Sq-Edge, Lam Top/Vinyl Edge, 24D L,30D 91 +white	\$113.12	\$226.24
74	62	FT110.5724R	+Frame,Base Covers, Pwr/Data knockouts Chicago 57H 24W 91 +white	\$53.48	\$3,315.76
			Tagging: 57/24R		
75	111	FT110.5730R	+Frame,Base Covers, Pwr/Data knockouts Chicago 57H 30W 91 +white	\$56.28	\$6,247.08
			Tagging: 57/30R		
76	2	FT110.5742R	+Frame,Base Covers, Pwr/Data knockouts Chicago 57H 42W 91 +white	\$62.72	\$125.44
			Tagging: 57/42R		
77	4	FT110.5748R	+Frame,Base Covers, Pwr/Data knockouts Chicago 57H 48W 91 +white	\$66.36	\$265.44
			Tagging: 57/48R		
78	27	FT181.1130M	+Upper Tile, Marker Board 11H 30W 91 +white	\$37.80	\$1,020.60
			Tagging: UM11		
79	2	FT181.1148M	+Upper Tile, Marker Board 11H 48W 91 +white	\$50.40	\$100.80
			Tagging: UM11		
80	1	FT110.3524R	+Frame,Base Covers, Pwr/Data knockouts Chicago 35H 24W 91 +white	\$46.20	\$46.20
			Tagging: 35/24R		
81	1	FT110.3530R	+Frame,Base Covers, Pwr/Data knockouts Chicago 35H 30W 91 +white	\$49.28	\$49.28

			Tagging: 35/30R		
82	1	FT110.3548R	+Frame,Base Covers, Pwr/Data knockouts Chicago 35H 48W 91 +white	\$59.92	\$59.92
			Tagging: 35/48R		
83	17	FT114.0724PTR	@Frame Top Screen,Ptd Stndrd Top Cap,Clear Glass 1/4 thick 7 91 @white	\$97.72	\$1,661.24
			Tagging: TR/7		
84	4	FT114.0772PTR	@Frame Top Screen,Ptd Stndrd Top Cap,Clear Glass 1/4 thick 7 91 @white	\$190.40	\$761.60
			Tagging: TR/7		
85	42	FT114.0784PTR	@Frame Top Screen,Ptd Stndrd Top Cap,Clear Glass 1/4 thick 7 91 @white	\$223.44	\$9,384.48
			Tagging: TR/7		
86	29	FT114.0730PTR	@Frame Top Screen,Ptd Stndrd Top Cap,Clear Glass 1/4 thick 7 91 @white	\$105.00	\$3,045.00
			Tagging: TR/7		
87	21	FT123.157BP	+Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 57H 91 +white	\$12.60	\$264.60
			Tagging: 1/57B		
88	2	FT123.235BP	+Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 35H 91 +white	\$13.16	\$26.32
			Tagging: 2/35B		
89	23	FT123.257BP	+Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 57H 91 +white	\$15.96	\$367.08
			Tagging: 2/57B		
90	1	FT123.322NP	+Conn Cover 90-Deg, 3 Sides Covered,No Base Ptd 22H 91 +white	\$18.48	\$18.48
			Tagging: 3/22		
91	1	FT126.1AP	+Top Cap, Conn 90-Deg, Connects-1 Frame Top Caps Ptd 91 +white	\$7.28	\$7.28
			Tagging: 1A		
92	24	FT126.2AP	+Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd 91 +white	\$7.28	\$174.72
			Tagging: 2A		
93	21	FT126.3AP	+Top Cap, Conn 90-Deg, Connects-3 Frame Top Caps Ptd 91 +white	\$7.28	\$152.88
			Tagging: 3A		
94	6	FT126.4AP	+Top Cap, Conn 90-Deg, Connects-4 Frame Top Caps Ptd 91 +white	\$7.28	\$43.68
			Tagging: 4A		

95	1	FT160.35BP	+Finished End,Base Cover Ptd 35H 91 +white Tagging: 35B	\$14.56	\$14.56
96	48	FT160.57BP	+Finished End,Base Cover Ptd 57H 91 +white Tagging: 57B	\$17.36	\$833.28
97	30	LG890.120	+Pedestal Add-On Cushion Top 1H 20D 8T +crossing-Pr Cat 1 03 +crossing wicker Tagging: cushion to	\$42.24	\$1,267.20
98	28	FT175.1130M	+Rail Tile,Middle 11H 30W 91 +white 91 +white Tagging: RM11	\$43.68	\$1,223.04
99	124	FT180.5224T	+Tile,Full-Height,Tackable Fabric 52H 24W 91 +white 8T +crossing-Pr Cat 1 03 +crossing wicker Tagging: FF52	\$43.96	\$5,451.04
100	167	FT180.5230T	+Tile,Full-Height,Tackable Fabric 52H 30W 91 +white 8T +crossing-Pr Cat 1 03 +crossing wicker Tagging: FF52	\$48.44	\$8,089.48
101	4	FT180.5242T	+Tile,Full-Height,Tackable Fabric 52H 42W 91 +white 8T +crossing-Pr Cat 1 03 +crossing wicker Tagging: FF52	\$63.56	\$254.24
102	6	FT180.5248T	+Tile,Full-Height,Tackable Fabric 52H 48W 91 +white 8T +crossing-Pr Cat 1 03 +crossing wicker Tagging: FF52	\$68.60	\$411.60
103	57	FT170.3030T	+Lower Tile, Tackable Fabric 30H 30W 91 +white 8T +crossing-Pr Cat 1 03 +crossing wicker Tagging: LF30	\$38.36	\$2,186.52
104	55	FT181.1130T	+Upper Tile, Tackable Fabric 11H 30W 91 +white 8T +crossing-Pr Cat 1 03 +crossing wicker Tagging: UT11	\$21.84	\$1,201.20
105	4	FT170.3048T	+Lower Tile, Tackable Fabric 30H 48W 91 +white 8T +crossing-Pr Cat 1 03 +crossing wicker Tagging: LF30	\$46.76	\$187.04
106	2	FT181.1148T	+Upper Tile, Tackable Fabric 11H 48W 91 +white 8T +crossing-Pr Cat 1 03 +crossing wicker Tagging: UT11	\$26.60	\$53.20
107	2	FT170.3024T	+Lower Tile, Tackable Fabric 30H 24W 91 +white 8T +crossing-Pr Cat 1 03 +crossing wicker	\$36.40	\$72.80

108	1	FT280.72LP	<p>Tagging: LF30</p> <p>+Trans Surf,Sq-Edge Lam Surf, Ptd Stndrd Top Cap 72W 91 +white 91 +white 91 +white LD +stacking on 35", 46", 57", 68", 79" base frame</p>	\$186.76	\$186.76
109	60	FT410.130PL	<p>Tagging: 72W TRANS</p> <p>+Sliding Door Storage Unit,F-Style, Pntd, Lock 15H 30W KA +keyed alike 91 +white 91 +white 91 +white SM +on module</p>	\$101.36	\$6,081.60
110	14	LW300.57RR	<p>+Stg Twr,W-Pull,Stor Case Wdrb Rt,F/F, 57H SB +full-extension ball-bearing XS +textured paint on smooth steel 91 +white KA +keyed alike CR +coat rod IM +2 file converters in each file drawer</p>	\$664.32	\$9,300.48
111	30	LW110.20BF	<p>+Ped W-Pull,Mobile 20D B/F SB +full-extension ball-bearing XS +textured paint on smooth steel 91 +white KA +keyed alike 5M +pencil tray in box drawer, 2 file converters in f HN +no hand grip</p>	\$171.20	\$5,136.00
112	16	LW300.57LR	<p>+Stg Twr,W-Pull,Stor Case Wdrb Lft,F/F, 57H SB +full-extension ball-bearing XS +textured paint on smooth steel 91 +white KA +keyed alike CR +coat rod IM +2 file converters in each file drawer</p>	\$664.32	\$10,629.12
113	30	5622TB1.A92	<p>Focus, Midback, Mesh Back, Swivel Tilt Cntrl, A92 Adjustable MC1 Black FABRIC Fabric Grade Selections 26-GRD2 Fabric Grade 2 CORE Core Standard Color Selection CORE-MACR Core Macro ~ No Selection Z1 Black ~ Std Black Base C15 55mm Caster, Std ~ No Selection ~ Std Packaging</p>	\$246.92	\$7,407.60
114	2	G6137.30S	+Task Light,Utility,AO,Etho,Canvas,Chi 30W	\$130.29	\$260.58
115	1	FV696.62	+Stiffener, 62 1/8W	\$19.60	\$19.60
116	1	FV2D2.S24FR	<p>+Square Open Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, MS +metallic silver</p> <p>Tagging: 24REP</p>	\$106.12	\$106.12
117	1	FV2D2.S24FL	<p>+Square Open Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, MS +metallic silver</p> <p>Tagging: 24LEP</p>	\$106.12	\$106.12
118	1	FV2D2.S30FR	<p>+Square Open Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, MS +metallic silver</p> <p>Tagging: 30REP</p>	\$109.20	\$109.20
119	1	FV2D2.S30FL	<p>+Square Open Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, MS +metallic silver</p> <p>Tagging: 30LEP</p>	\$109.20	\$109.20
120	1	FTS10.2448LD	<p>+Rectangular Surface,Sq-Edge, Lam Top/Vinyl Edge, 24D 48W, S 76 +light brown walnut</p>	\$98.00	\$98.00

			Tagging: 24/48		
121	1	FTS34.3072LS	+Peninsula Surf,Rectangular End,Sq-Edge, Lam Top/Vinyl Edge, 76 +light brown walnut	\$199.08	\$199.08
			Tagging: 30/72		
122	1	FTS34.2472LS	+Peninsula Surf,Rectangular End,Sq-Edge, Lam Top/Vinyl Edge, 76 +light brown walnut	\$159.60	\$159.60
			Tagging: 24/72		
123	1	FV694.A12A66	+Screen,Translucent Plastic, 12" below WS, 66W J9 +opal frosted MS +metallic silver	\$240.80	\$240.80
			Tagging: A12A/66		
124	1	FV980.WM2472R	+Tackboard,wall mntd,Tckble Fabric,Hrzntl 24H 72W 2V +chain-Pr Cat 1 01 +chain pearl	\$138.88	\$138.88
			Tagging: TBW24/72		
125	1	FV446.WM1572LL	@Overhead Strg Cab,Hngd Drs,Wall Mntd,Lam Case/Dr,Lock 15H 7 KA @keyed alike WN @warm grey neutral 76 @light brown walnut	\$531.44	\$531.44
			Tagging: 72W OH		
126	1	FM10K.18FF2L03L	@Metal Freestndg Ped,Bar Pull,F/F, 2 1/4"H Base,Lam Frnt,3/8 SS @smooth paint on smooth steel MS @metallic silver 76 @light brown walnut 76 @light brown walnut MS @metallic silver NO @no counterweight KA @keyed alike	\$338.52	\$338.52
127	1	FM10K.18BBF2L03L	@Metal Freestndg Ped,Bar Pull,B/B/F, 2 1/4"H Base,Lam Frnt,3 SS @smooth paint on smooth steel MS @metallic silver 76 @light brown walnut 76 @light brown walnut MS @metallic silver NO @no counterweight KA @keyed alike	\$346.64	\$346.64
128	2	5652.A130	Focus, Side Chair, Silver Frame, A130 Arm MC1 Black FABRIC Fabric Grade Selections 26-GRD2 Fabric Grade 2 CORE Core Standard Color Selection CORE-MACR Core Macro ... Skipped Option ~ No Ganging Bracket Upgrade G5 Standad Glide ~ No Cart Upgrade	\$179.49	\$358.98
129	1	5622TB1.A92	Focus, Midback, Mesh Back, Swivel Tilt Cntrl, A92 Adjustable MC1 Black FABRIC Fabric Grade Selections 26-GRD2 Fabric Grade 2 CORE Core Standard Color Selection CORE-MACR Core Macro ~ No Selection Z1 Black ~ Std Black Base C15 55mm Caster, Std ~ No Selection ~ Std Packaging	\$246.92	\$246.92
130	2	G6137.30S	+Task Light,Utility,AO,Etho,Canvas,Chi 30W	\$130.29	\$260.58
131	1	FV696.62	+Stiffener, 62 1/8W	\$19.60	\$19.60
132	1	FV2D2.S24FR	+Square Open Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, MS +metallic silver	\$106.12	\$106.12

			Tagging: 24REP		
133	1	FV2D2.S24FL	+Square Open Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, MS +metallic silver	\$106.12	\$106.12
			Tagging: 24LEP		
134	1	FV2D2.S30FR	+Square Open Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, MS +metallic silver	\$109.20	\$109.20
			Tagging: 30REP		
135	1	FV2D2.S30FL	+Square Open Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, MS +metallic silver	\$109.20	\$109.20
			Tagging: 30LEP		
136	1	FTS10.2448LD	+Rectangular Surface,Sq-Edge, Lam Top/Vinyl Edge, 24D 48W, S 76 +light brown walnut	\$98.00	\$98.00
			Tagging: 24/48		
137	1	FTS34.3072LS	+Peninsula Surf,Rectangular End,Sq-Edge, Lam Top/Vinyl Edge, 76 +light brown walnut	\$199.08	\$199.08
			Tagging: 30/72		
138	1	FTS34.2472LS	+Peninsula Surf,Rectangular End,Sq-Edge, Lam Top/Vinyl Edge, 76 +light brown walnut	\$159.60	\$159.60
			Tagging: 24/72		
139	1	FV694.A12A66	+Screen,Translucent Plastic, 12" below WS, 66W J9 +opal frosted MS +metallic silver	\$240.80	\$240.80
			Tagging: A12A/66		
140	1	FV980.WM2472R	+Tackboard,wall mntd,Tckble Fabric,Hrzntl 24H 72W 2V +chain-Pr Cat 1 01 +chain pearl	\$138.88	\$138.88
			Tagging: TBW24/72		
141	1	FV446.WM1572LL	@Overhead Strg Cab,Hngd Drs,Wall Mntd,Lam Case/Dr,Lock 15H 7 KA @keyed alike WN @warm grey neutral 76 @light brown walnut	\$531.44	\$531.44
			Tagging: 72W OH		
142	1	FM10K.18FF2L03L	@Metal Freestndg Ped,Bar Pull,F/F, 2 1/4"H Base,Lam Frnt,3/8 SS @smooth paint on smooth steel MS @metallic silver 76 @light brown walnut 76 @light brown walnut MS @metallic silver NO @no counterweight KA @keyed alike	\$338.52	\$338.52
143	1	FM10K.18BBF2L03L	@Metal Freestndg Ped,Bar Pull,B/B/F, 2 1/4"H Base,Lam Frnt,3 SS @smooth paint on smooth steel MS @metallic silver 76 @light brown walnut 76 @light brown walnut MS @metallic silver NO @no counterweight KA @keyed alike	\$346.64	\$346.64
144	2	5652.A130	Focus, Side Chair, Silver Frame, A130 Arm MC1 Black FABRIC Fabric Grade Selections 26-GRD2 Fabric Grade 2 CORE Core Standard Color Selection CORE-MACR Core Macro ~ No Selection	\$179.49	\$358.98

			~ No Ganging Bracket Upgrade G5 Standad Glide ~ No Cart Upgrade		
145	1	5622TB1.A92	Focus, Midback, Mesh Back, Swivel Tilt Cntrl, A92 Adjustable MC1 Black FABRIC Fabric Grade Selections 26-GRD2 Fabric Grade 2 CORE Core Standard Color Selection CORE-MACR Core Macro ~ No Selection Z1 Black ~ Std Black Base C15 55mm Caster, Std ~ No Selection ~ Std Packaging	\$246.92	\$246.92
146	1		Labor to Receive and deliver product Regular hours	\$6,350.00	\$6,350.00
147	1		Labor to Unload and Stage Product normal hours	\$7,540.00	\$7,540.00
148	1		Labor to Install Product and Cleanup normal hours	\$16,124.00	\$16,124.00

Terms and Conditions of Sale Per <http://www.InteriorInvestments.com/TermsAndConditions/>

PLEASE REMIT TO:
 Interior Investments, LLC.
 Lockbox Number 778208
 8208 Solutions Center
 Chicago, IL 60677-8002

DEPOSIT REQUIRED: \$0.00

SUBTOTAL: \$193,342.90

ACCEPTED BY: _____

DATE ACCEPTED: _____

TOTAL: \$193,342.90

CONTRACT NO: 1490-13448

EXHIBIT 5

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2014

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. Two Pierce Place Itasca, IL 60143-3141 Heather Krantz	1-630-773-3800	CONTACT NAME: Heather Voce PHONE (A/C, No. Ext): (630) 285-3693 E-MAIL ADDRESS: heather.voce@ajg.com	FAX (A/C, No.): (630) 285-4006
INSURED Interior Investments, LLC 550 Bond Street Lincolnshire, IL 60069		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: WAUSAU BUSINESS INS CO	26069
		INSURER B: WAUSAU UNDERWRITERS INS CO	26042
		INSURER C: LIBERTY INS CORP	42404
		INSURER D: EMPLOYERS INS OF WAUSAU	21458
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 39238689

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC		TBKZ91456932063	05/15/13	05/15/14	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ASJZ91456932023	05/15/13	05/15/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		TH7Z91456932043	05/15/13	05/15/14	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WCCZ91456932013	05/15/13	05/15/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Cook County ERP project

County of Cook is shown as additional insured with respect to General Liability coverage as evidenced herein on a primary/non-contributory basis as required by written contract with respect to the work performed by the named insured

CERTIFICATE HOLDER**CANCELLATION**

County of Cook ERP 4th Floor 118 N. Clark Chicago, IL 60602 USA	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 <i>Michael P. Pasch</i>
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/14/2014

NAME OF INSURED: Interior Investments, LLC

CONTRACT NO: 1490-13448

EXHIBIT 6

COOK COUNTY BOARD OF COMMISSIONERS AUTHORIZATION

CONTRACT NO: 1490-13448

EXHIBIT 7

ECONOMIC DISCLOSURE STATEMENT (EDS) FORMS

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- 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: Systems Unlimited Inc.

Address: 1350 W. Bryn Mawr Itasca, IL 60143

E-mail: plazzari@systemsunlimited.com

Contact Person: Pat Lazzari Phone: (630) 461-8963

Dollar Amount Participation: \$ 30,015

Percent Amount of Participation: 15.5% %

*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: SYSTEMS UNLIMITED INC.

Certifying Agency: _____

Address: 1350 BRYN MAWR

Certification Expiration Date: _____

City/State: ITASCA, IL Zip: 60143

FEIN #: _____

Phone: 630-285-0010 Fax: 630-285-0084

Contact Person: _____

SW/CW Email: SYSTEMSUNLIMITEDINC.COM

Contract #: _____

Participation: [] Direct [] Indirect

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

[X] No [] Yes - Please attach explanation. Proposed Subcontractor: _____

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

FURNITURE DELIVERY INSTALLATION SERVICES

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

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]

[Signature]

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

RUSSELL CHURD

George N. Maniatis

Print Name

Print Name

SYSTEMS UNLIMITED INC.

Interior Investments

Firm Name

Firm Name

3-24-2014

3-24-2014

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this 24th day of March, 2014.

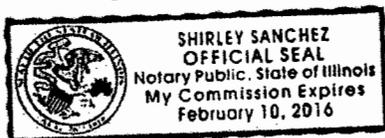
this 26 day of March, 202014

Notary Public: Shirley Sanchez

Notary Public: [Signature]

SEAL

SEAL





July 8, 2013

Russell S Omuro
Systems Unlimited Inc
1350 West Bryn Mawr
Itasca, IL 60143-1314

Certification Term Expires: June 30, 2014

Dear Business Owner:

Re: MBE Recognition Certification Approval
(CMSDC)

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Chicago Minority Supplier Development Council's (CMSDC) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the CMSDC.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

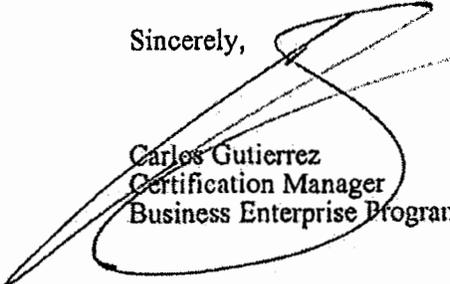
Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

SERVICES, FURNITURE CLEANING
SERVICES, UPHOLSTERY CLEANING
SERVICES, WOODWORKING
SERVICES, FURNITURE INSTALLATION

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,



Carlos Gutierrez
Certification Manager
Business Enterprise Program

(L21MBE)

100 W Randolph St., Suite 4-100, Chicago, IL 60601

Printed on Recycled Paper



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

romuro@systemsunlimitedinc.com

January 14, 2014

Russell Omuro
Systems Unlimited, Inc.
1350 West Bryn Mawr
Itasca, IL 60143-1314

Dear Mr. Omuro:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE) until March 31, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

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

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

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

Sincerely,

George Coleman, Jr.
Deputy Procurement Officer

GC/sl

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

14.5 % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain) * See below
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

* Furniture is being bought through Interior Investments. Only portion that could be performed by another firm is the delivery & install labor; which is being fully MBE performed, but only accounts for 15.5% of the order.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
<u>NONE</u>	

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
Yes: ✓ No: _____

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: I3 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
Don Shannon	550 Bond St. Lincolnshire, IL 60469	40%
Mike Greenberg	"	40%
John Hook	"	10%

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. Maniatis
 Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
 Signature

gmaniatis@interiorinvestments.com
 E-mail address

Government Act. Mgr
 Title

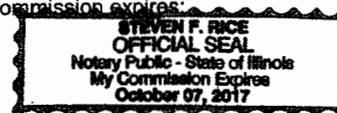
3-24-2014
 Date

(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:



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

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: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

_____ 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 Maniatis _____ 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 SOLE PROPRIETOR
(SECTION 6)

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 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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

**SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director 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

BUSINESS TELEPHONE: (847) 325-1000 FAX NUMBER: (847) 325-1001

CONTACT PERSON: George Maniatis

FEIN: 364110990 * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: DONALD S. ADAMSON MANAGING MEMBER: Michael Greenberg

**SIGNATURE OF MANAGER: [Signature]

ATTEST: [Signature]

Subscribed and sworn to before me this
24 day of March, 202014

X [Signature]
Notary Public Signature



Notary Seal

- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A CORPORATION
(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

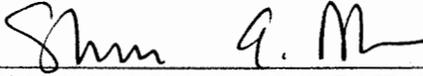
Notary Seal

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

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 17 DAY OF April, 2014.

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

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

1490-13448

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 193,342.90
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 09 2014

APPROVED AS TO FORM:

N/A

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

COM _____

CONTRACT NO: 1490-13448

ATTACHMENT 1

COUNTY OF FAIRFAX, VIRGINIA (RFP 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:

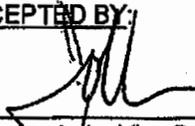
- a. Fairfax County's RFP2000000330
- b. All Addenda
- c. Herman Miller, Inc. Technical and Business proposal as amended by this Memorandum of Negotiations
- d. Response to clarifications dated August 7, and 8, 2012
- e. The Memorandum of Negotiations

The following and are to be included in the contract:

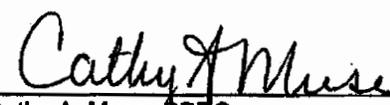
1. This contract will begin on January 1, 2013 and terminate on December 31, 2016. Fairfax County reserves the right to renew the contract for four (4) years, one (1) year at a time by mutual agreement.
2. Revised Cost Proposal Attachment A – Price Sheet – submitted via e-mail on August 9, 2012.
3. Discounts 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 AM 10:26

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



County of Fairfax, Virginia

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

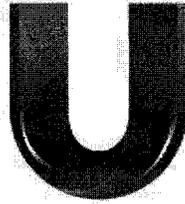
Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by the County. Please provide your Insurance Certificate according to Special Provisions paragraph 14 within ten (10) days of receipt of this letter. Contract award documents may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

Cathy A. Muse, 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

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 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; george.bright@fairfaxcounty.gov

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

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

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.: _____

E-Mail Address: _____

_____ Federal Employer Identification No or _____

_____ Federal Social Security No. (Sole Proprietor) _____

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

_____ State Corporation Commission (SCC) Identification No. _____

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

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: LARGE (Y) SMALL (B)
 MINORITY-OWNED SMALL (X) MINORITY OWNED LARGE (V) WOMEN-OWNED SMALL (C)
 WOMEN OWNED LARGE (A) NON PROFIT (9)
CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION
State in which Incorporated: _____

Vendor Legally Authorized Signature

Date

Print Name and Title

Secretary

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

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



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INTRODUCTION AND BACKGROUND OVERVIEW

1. MASTER AGREEMENT

Fairfax County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of 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
1. First Conference Call	One Week
Discuss expectations Establish initial contact people & roles Outline kickoff plan Establish WebEx training date	
2. Second Conference Call	One Week
Review Contract Commitments	
3. Administration Agreement Signed	One Week
Lead Public Agency agreement signed	
4. Supplier Login Established	One Week
Complete Supplier initiation form Complete Supplier product template Create user account & user ID - Communicate to Supplier	
5. Initial Sr. Management Meeting	Two Weeks
Review commitments Discuss National Account Manager (NAM) role & staff requirements Discuss reporting process & requirements Review kickoff plan Determine field sales introductory communication plan	
6. Initial NAM & Staff Training Meetings	Two Weeks
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	
7. Review Top 10 Local Government Contracts	Two Weeks
Determine strategies with NAM	
8. Program Contact Requirements	Two Weeks
Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	
9. Web Development	
Initiate IT contact	Two Weeks
Website construction	Three Weeks
Website final edit	Four Weeks
Product upload to U.S. Communities site	Four Weeks

**SUPPLIER QUALIFICATIONS
NEW SUPPLIER IMPLEMENTATION CHECKLIST**

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

SUPPLIER INFORMATION

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

COMPANY

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

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.
Total: 366		

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:

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

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.

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

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

- 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.
- 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.

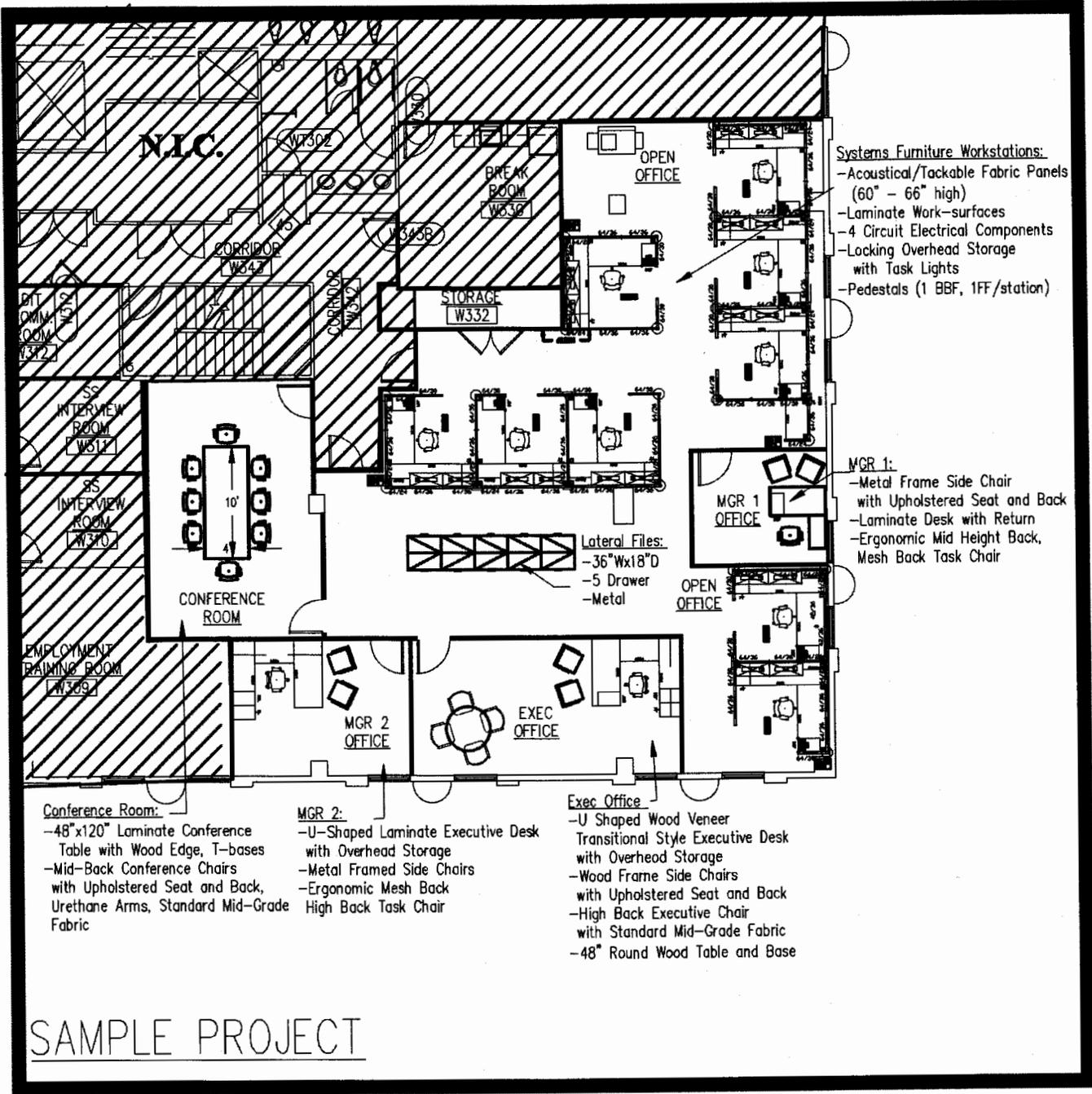
**ATTACHMENT A
PRICE SHEET**

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



**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, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

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

64. OFFICIALS NOT TO BENEFIT-

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

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

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

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

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**BIDDER/CONTRACTOR REMEDIES****69. INELIGIBILITY-**

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

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

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

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**72. PROTEST OF AWARD OR DECISION TO AWARD-**

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

73. CONTRACTUAL DISPUTES-

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

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

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

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

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

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

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

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

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

Payment Address, if different from above:

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

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

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

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

Signature

Date

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

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. 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)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34888035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
065002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
065001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Optional	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max	Los Angeles County	
Dept Name	Optional	Text	255 max	Purchasing Dept.	
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
07	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Water Authority
60	State Agency
81	Independent Special District
82	Non-Profit
99	Other

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

Other states:

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

State: HI

Account Type: K-12

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

Account Type: County

BOARD OF WATER SUPPLY
 MAUI COUNTY COUNCIL

Account Type: Non-Profit

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
 WAIANAE 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

Account Type: College and University

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

Account Type: Other

Hawaii Information Consortium
 Leeward Community Church

Account Type: Unknown

TURTLE BAY RESORT GOLF CLUB

STATE NOTICE ADDENDUM**Account Type: Community College**

COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency

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

Account Type: Consolidated City/County

CITY AND COUNTY OF HONOLULU

State: LA**Account Type: K-12**

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)

Account Type: County

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

Account Type: Non-Profit

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

Account Type: College and University

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

Account Type: Other

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

Account Type: Unknown

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

Account Type: City Special District

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

Account Type: Independent Special District

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

Account Type: City

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

Account Type: County Special District

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

Account Type: Community College

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

Account Type: State Agency

The Housing Authority of the City of Opelousas
 Isu 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 Lousiana 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

Account Type: Consolidated City/County
 City of New Orleans

Account Type: Federal
 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

Account Type: Housing Authority

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

Gibbsland 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

State: OR**Account Type: K-12**

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

Account Type: County

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

Account Type: Non-Profit

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
QUADRIPLIGICS 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 RESOUCCE 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 Catholich 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
Intergral 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

Account Type: College and University

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
 Marylhurst University
 Corban College
 Oregon Center For Advanced T

Account Type: Other

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

Account Type: Unknown

Ppmc Education Committee
 NPKA
 Shangri La
 Cvalco
 P E C I
 Oregon Permit Technical Association
 Pgma/Cathie Bourne
 Astra
 Beit Hallel

Account Type: City Special District

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
 Account Type: Independent Special 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

Account Type: City

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 GRANTS 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

Account Type: County Special District

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

Account Type: Community College

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

Account Type: State Agency

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

Account Type: Federal

US FISH AND WILDLIFE SERVICE

USDA Forest Service

Yellowhawk Tribal Health Center

Account Type: Housing Authority

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
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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.