

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

Safeware, Inc.,	DATE ISSUED:	10/4/2018
4403 Forbes Blvd.	CURRENT REFERENCE NO:	19-057-R
Lanham, MD 20706		Public safety and emergency preparedness supplies
	CONTRACT TITLE:	

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 19-057-R, including any attachments or amendments thereto.

EFFECTIVE DATE: September 18, 2018

EXPIRES: September 30, 2023

RENEWALS: Five (5) ONE (1) YEAR RENEWAL OPTIONS FROM NOVEMBER 1, 2023

COMMODITY CODE(S): 34020,34054, 34082, 34080,34087, 34540, 34574, 38008, 68068, 68067, 99029

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 19-057-R

Exhibit A – Fairfax County Contract 4400008468

EMPLOYEES NOT TO BENEFIT:

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE
GENERAL PUBLIC.**

VENDOR CONTACT: Rick Bond

VENDOR TEL. NO.: (301-542-3258

EMAIL ADDRESS: rbond@safewareinc.com

COUNTY CONTACT: Ordale Sterling

COUNTY TEL. NO.: (703) 228-7037

COUNTY CONTACT EMAIL: Osterling@arlingtonva.us

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 19-057-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Safeware, Inc., 4403 Forbes Blvd, Lanham, MD 20706 ("Contractor"), a Maryland corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A "Fairfax County Contract 4400008468", together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Fairfax County and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Fairfax County, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase "Fairfax County" or "NJPA" wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's work for the County ("Work") shall commence on the date of execution of this Agreement by the County and be completed no later than September 30, 2023 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than five (5) additional twelve (12) month periods from April 1, 2023 to March 31, 2028 (Each such period shall be referred to as a "Subsequent Contract Term").

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT

Payment will be made by the County to the Contractor within forty five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the

County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish and deliver public safety and emergency preparedness supplies.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

5. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

6. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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 any other basis prohibited by state law related 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 nondiscrimination 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 comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges

that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

9. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this 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 or purchase order 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 connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor 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.

10. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

11. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

12. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

13. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

14. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

15. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Mr. Rick Bond
Safeware, Inc
4403 Forbes Blvd
Lanham, MD 20706

TO THE COUNTY:

Ordale Sterling
Arlington County
Water Pollution Control Bureau
3402 South Glebe Road
Arlington, Virginia 22202

AND

Sharon Lewis
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

16. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

17. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

18. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for

all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

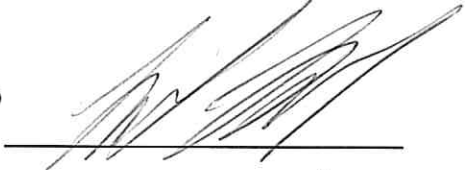
THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SAFEWARE, INC

AUTHORIZED
SIGNATURE: _____



AUTHORIZED
SIGNATURE: _____



NAME: SHARON LEWIS
TITLE: PURCHASING DIVISION CHIEF

NAME AND
TITLE: _____

Richard C Bond Vice President

DATE: September 14, 2018

DATE: 9-13-18

Description	% Discount from Safeware & Mallory's List Price
Personal Protective Equipment (PPE)	41%
Explosive Device Mitigation and Remediation Equipment	41%
Environmental Monitoring	41%
CBRNE Search & Rescue Equipment	41%
Interoperable Communications Equipment	41%
Detection Equipment	41%
Decontamination Equipment	41%
Hazardous Materials Storage	41%
Spill Control and Containment	41%
Physical Security Enhancement Equipment	41%
Fire and Emergency Response	41%
Traffic Safety	41%
Facility Safety and Maintenance	41%
Fall protection and Confined Space	41%
Medical and First aid Supplies	41%
CBRNE Reference Materials	41%
Related Services	41%
Other Non-listed Public Safety, Law Enforcement and Fire Equipment	41%

The attached technical service, rental and training price lists are added and Contractor agrees that the pricing is the maximum rate and/or pricing allowed under this contract. In addition, pricing may be negotiated to a lower rate and/or price.

Safeware & Mallory Technical Service Rates

*Onsite Service may include travel and accommodation charges

			Price	Discount	US Com Price	UOM
Regulator Flow Testing:	Scott, MSA, Survivair, and Draeger Interspiro	*Includes Batteries as needed	65.00	10%	58.50	EA
		*Includes Batteries as needed	95.00	10%	85.50	EA
Hydrostatic Testing (cylinders up to 4500psi)	Includes: Devalving, Hydro Test and O-ring replacement	*Excludes Refill	27.00	10%	24.30	EA
Cylinder Refill up to 4500 psi	*Hazmat shipping fee's apply for refilled cylinders		8.00	10%	7.20	EA
Portable Gas Detection	Preventative Maintenance, Calibration, Software updates and Evaluation	*Price based on standard 4 gas mix	170.00	10%	153.00	EA
Respirator fit test	QUALITATIVE MANUAL FIT TEST QUANTITATIVE COMPUTER FIT	*per mask	25.00	10%	22.50	EA
		*per mask	45.00	10%	40.50	EA
Level A Suit Pressure Test and Certification	NOTE: Suits must be decontaminated with letter of decon certification attached to each suit before work can be performed		105.00	10%	94.50	EA
Mask Cleaning SCBA Cleaning	Cleaning of Face Mask Mask, Tank, Case and Cylinder refill	*Replacement parts not Included	50.00	10%	45.00	EA
		*Replacement parts not Included	75.00	10%	67.50	EA
Fire Hose Testing	Fire Hose pressure test (Price per foot)		0.85	10%	0.77	EA
Labor Charges						
Gas Detection Evaluation Charge	Per Hour Repair Labor Charge Evaluation Fee for refused repair of unit	*Fee is waived if customer replaces equipment through Safeware	95.00	10%	85.50	EA
			75.00	10%	67.50	EA
Rush Charge	Puts repair unit ahead of all other units (per unit charge)	*Completion of rush unit dependent on parts and availability	100.00	10%	90.00	EA
Pick up / Delivery	Per Occurrence Fee	*Available up to 60 mile radius from service center	150.00	10%	135.00	EA
On-site Fee	Additional charge (above service fees) to perform available services on-site	*Available up to 60 mile radius from service center	650.00	10%	585.00	EA
		*Onsite Service may include travel and accommodation charges				
		*Call for price quote and availability for additional mileage				
Emergency Response	After Hours emergency response fee	*Per Hour Additional fee	125.00	10%	112.50	EA

ADDITION SERVICES

			Price	Discount	US Com Price	UOM
DBI	DBI 3400115 SRL 50ft	Recertification Service	540.00	10%	486.00	EA
DBI	DBI 3400407 SRL 130ft	Recertification Service	821.00	10%	738.90	EA
DBI	DBI 3504450 SRL ULTRLOK 50ft	Recertification Service	286.00	10%	257.40	EA
DBI	DBI 3000150 SRL 39ft	Recertification Service	340.00	10%	306.00	EA
Miller	MightyLite RL20, RL30 SRLs	Recertification Service	253.00	10%	227.70	EA
Miller	MightyLite RL30, 50, 65 SRLs	Recertification Service	299.00	10%	269.10	EA
Miller	MightyLite RL100, 130 SRLs	Recertification Service	439.00	10%	395.10	EA
Miller	M52 & 52 SRL's w/retrieval	Recertification Service	450.00	10%	405.00	EA
Miller	Manhandler 8440, 8441, 8442	Recertification Service	180.00	10%	162.00	EA
MSA	Dynalock 20'	Recertification Service	524.00	10%	471.60	EA
TSI	Port Count 8020	Calibration	875.00	10%	787.50	EA
Smiths Detection	APD2000	Calibration & Clean	605.00	10%	544.50	EA
Elwood Safety	Electrical Gloves Testing	Dielectric testing inspection and labeling.	21.95	10%	19.76	EA
Elwood Safety	Electrical Blanket Testing	Dielectric testing inspection and labeling.	23.00	10%	20.70	EA
Elwood Safety	Electrical Sleeves Testing	Dielectric testing inspection and labeling.	23.00	10%	20.70	EA
Elwood Safety	Electrical Hot Sticks	Dielectric testing inspection and labeling.	6.00	10%	5.40	FT
Drager	Drager CMS Unit - Gas detection analyzer		149.00	10%	134.10	EA
Pro Engine	AP2C - Chemical Contamination Control Device		693.00	10%	623.70	EA

FIRE RELATED SERVICES

Not available in all areas

Price Discount US Com Price UOM

Portable Fire Extinguishers

Flat rate Minimum Service Charge for individual sites with 1 to 8 fire extinguishers

45.00 10% 40.50 EA

Annual Fire Extinguisher inspection per NFPA #10 standards

5.50 10% 4.95 EA

Hydrostatic Testing Per Extinguisher

Dry Chemical/H2O/K-Class (Low Pressure)

12.00 10% 10.80 EA

CO2, SCBA, (High Pressure)

16.00 10% 14.40 EA

6 year Maintenance for dry chemical extinguishers

10.00 10% 9.00 EA

Recharge Fire Extinguishers (not including repair parts)

Dry Chemical ABC/BC

25.00 10% 22.50 EA

Dry Chemical ABC/BC 20lb

20.00 10% 18.00 EA

Dry Chemical ABC/BC 10lb

16.00 10% 14.40 EA

Dry Chemical ABC/BC 5lb

14.00 10% 12.60 EA

Dry Chemical ABC/BC 2-1/2lb

16.00 10% 14.40 EA

CO2 20lb

15.00 10% 13.50 EA

CO2 15lb

12.00 10% 10.80 EA

CO2 10lb

10.00 10% 9.00 EA

CO2 5lb

10.00 10% 9.00 EA

H2O

85.00 10% 76.50 EA

Class K (6 Liter)

Kitchen Hood Fire Suppression Service

Semi-Annual test and inspection per NFPA Standards

75.00 10% 67.50 EA

\$15.00 each for each extra cylinder per system.

Fusible link detectors changed semi-annually per NFPA Standards

10.00 10% 9.00 EA

Fire Alarm System test and inspection per NFPA Standards

Control Panel

150.00 10% 135.00 EA

Individual Devices (pull station, horn strobe, detector etc)

10.00 10% 9.00 EA

Safeware & Mallory Rental Pricing For US Communities

Jun-11

Confined Space/Multi Gas Meters
4 gas meter w/ pump LEL, O2, CO, H2S

PID's with Multi Gas Sensors
RAE Systems MultiRAE w/ Datalogging (PID/LEL/O2/CO/H2S)

Photoionization Detectors (PIDs)
RAE Systems MultiRAE w/datalogging (PID/LEL/O2/CO/H2S)
RAE Systems ppbRAE
RAE Systems MiniRAE 2000 (10.6eV)

Radiation Monitors
CALL

Combustible Gas Leak Detectors - Sniffers

Single Gas Meters
Single gas meter with H2S, CO or O2
Single gas meter with NH3, HCN, CL2, SO2, NO or NO2

Tripods and Winches / Entry Kits
Confined Space Entry System (Includes 3 items below)
7' Adjustable Tripod
SRL with Retrieval/Fall Protection (50')
Manload Winch (60')
Confined Space Entry System (Includes 5 items below)
4-Gas Monitor w/pump LEL, O2, CO, H2S
7' Adjustable Tripod
SRL with Retrieval/Fall Protection (50')
Manload Winch (60')
Ventilation Package (A/C Powered)

UCL Adjustable Davit Arm Hoist (Where a tripod doesn't work)
Complete mast unit w/ man winch 70' cable (choose a base below)
Mobile "H" Base
Vehicle Mount

Fall Protection - Self Retracting Lines (SRL)
DBI, Miller or MSA 50' SRL Galvanized Cable

Ventilation Equipment
Confined Space Kit include: (Gas or Electric blower, saddle vent, elbow, duct, carrying case)
Explosion proof blower version of Confined Space Kit above
A/C Axial Blower with 15' duct

Manhole Guards
Manhole Guard, yellow tubular steel, collapsible

Breathing Apparatus
30 Minute SCBA Industrial
Extra SCBA Bottle - 30 minute
60 Minute SCBA Industrial
Extra SCBA Bottle - 60 minute
Emergency Escape Pack with hood - 5 minute or 10 minute
Supplied Air Full Face PD Respirator w/ 5 min Escape Pak & Hansen fittings
4 Person Manifold w/ Regulator
50' Hose
100' Hose
Pigtail (connects two bottles)
Breathing Air Filtration Box: 50 CFM 6/4 Outlets, Portable Grade D filtration

Published Price				US Communities Price		
Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$75.00	\$225.00	\$675.00	10%	\$67.50	\$202.50	\$607.50
Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$100.00	\$300.00	\$900.00	10%	\$90.00	\$270.00	\$810.00
Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$100.00	\$300.00	\$900.00	10%	\$90.00	\$270.00	\$810.00
\$280.00	\$700.00	\$1,800.00	10%	\$252.00	\$630.00	\$1,620.00
\$120.00	\$340.00	\$1,000.00	10%	\$108.00	\$306.00	\$900.00
Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$46.00	\$100.00	\$250.00	10%	\$41.40	\$90.00	\$225.00
Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$50.00	\$110.00	\$300.00	10%	\$45.00	\$99.00	\$270.00
\$100.00	\$180.00	\$440.00	10%	\$90.00	\$162.00	\$396.00
Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$100.00	\$280.00	\$750.00	10%	\$90.00	\$252.00	\$675.00
\$30.00	\$100.00	\$225.00	10%	\$27.00	\$90.00	\$202.50
\$50.00	\$140.00	\$400.00	10%	\$45.00	\$126.00	\$360.00
\$55.00	\$165.00	\$495.00	10%	\$49.50	\$148.50	\$445.50
\$200.00	\$600.00	\$1,800.00	10%	\$180.00	\$540.00	\$1,620.00
\$75.00	\$225.00	\$675.00	10%	\$67.50	\$202.50	\$607.50
\$30.00	\$100.00	\$225.00	10%	\$27.00	\$90.00	\$202.50
\$50.00	\$140.00	\$400.00	10%	\$45.00	\$126.00	\$360.00
\$55.00	\$165.00	\$495.00	10%	\$49.50	\$148.50	\$445.50
\$60.00	\$180.00	\$540.00	10%	\$54.00	\$162.00	\$486.00
Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$100.00	\$280.00	\$750.00	10%	\$90.00	\$252.00	\$675.00
Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$50.00	\$140.00	\$400.00	10%	\$45.00	\$126.00	\$360.00
Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$90.00	\$180.00	\$550.00	10%	\$81.00	\$162.00	\$495.00
\$120.00	\$300.00	\$900.00	10%	\$108.00	\$270.00	\$810.00
\$70.00	\$150.00	\$450.00	10%	\$63.00	\$135.00	\$405.00
Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$30.00	\$60.00	\$240.00	10%	\$27.00	\$54.00	\$216.00
Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$80.00	\$190.00	\$550.00	10%	\$72.00	\$171.00	\$495.00
\$20.00	\$60.00	\$160.00	10%	\$18.00	\$54.00	\$144.00
\$110.00	\$290.00	\$720.00	10%	\$99.00	\$261.00	\$648.00
\$20.00	\$60.00	\$160.00	10%	\$18.00	\$54.00	\$144.00
\$20.00	\$60.00	\$180.00	10%	\$18.00	\$54.00	\$162.00
\$60.00	\$150.00	\$400.00	10%	\$54.00	\$135.00	\$360.00
\$50.00	\$100.00	\$300.00	10%	\$45.00	\$90.00	\$270.00
\$20.00	\$50.00	\$100.00	10%	\$18.00	\$45.00	\$90.00
\$28.00	\$60.00	\$150.00	10%	\$25.20	\$54.00	\$135.00
\$10.00	\$30.00	\$60.00	10%	\$9.00	\$27.00	\$54.00
\$100.00	\$260.00	\$690.00	10%	\$90.00	\$234.00	\$621.00

Personal Air Sampling Equipment

MSA Escort ELF

MSA Escort ELF (5 Pack)

MSA Gemini Twin Port Sampler 0 to 500 mL/min

MSA 10mm cyclone assembly

MSA Digical sampling Calibrator

Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$38.00	\$76.00	\$240.00	10%	\$34.20	\$68.40	\$216.00
\$120.00	\$350.00	\$980.00	10%	\$108.00	\$315.00	\$882.00
\$16.00	\$30.00	\$60.00	10%	\$14.40	\$27.00	\$54.00
\$16.00	\$30.00	\$60.00	10%	\$14.40	\$27.00	\$54.00
\$32.00	\$96.00	\$340.00	10%	\$28.80	\$86.40	\$306.00

High Volume Air Sampling Equipment

Rotary vane pump (3-20 LPM) A/C Version

Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$70.00	\$140.00	\$350.00	10%	\$63.00	\$126.00	\$315.00

Hand Operated Air Sampling Equipment

MSA Kwik Draw Deluxe Pump

Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$26.00	\$52.00	\$150.00	10%	\$23.40	\$46.80	\$135.00

Indoor Air Quality

IAQ Monitor (CO, CO2, Temp., Humidity)

IR - CO2 Meter (0-10%)

Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$200.00	\$400.00	\$1,200	10%	\$180.00	\$360.00	\$1,080.00
\$130.00	\$300.00	\$900	10%	\$117.00	\$270.00	\$810.00

Respirator Fit Test Equipment - Quantitative

TSI PortaCount Plus - Respirator Fit Tester

TSI N95 Companion

OHD Fit Tester

Adapter (Specify Brand & Model Number)

3M 6000 & 7000 series FT adaptor

Scott Xcel 1/2 mask FT adaptor

Fit Test Adapter MSA QuickCheck I - Demand style UltraVue Facepieces

Fit Test Adapter MSA QuickCheck II - All Comfo models, Duo-Twin, Ultra-Twin

Fit Test Adapter MSA QuickCheck III - Ultra Elite Full Facepiece

Fit Test Adapter MSA QuickCheck IV - Ultra Elite & UltraVue w/ 1/4 turn disconnect

Fit Test Adapter MSA QuickCheck 1000 - Advantage 1000

Fit Test Adapter Advantage Adapter - Use with A5859A Advantage 200 and 1000

Fit Test Adapter Scott AV2000 - Scott-o-Visa, AV-2000

Fit Test Adapter 3M 601 - Bayonet attachment with 2091 or 7093 Filters

Fit Test Adapter Survivor - 4000 Series MED

Fit Test Adapter North - 821K

Fit Test Adapter North - Full/Half Mask

Mask Converter North - 80004(s) to 7700-23 (5400, 5500, 7600, 7700, 7800)

Fit Test Adapter Interspiro

Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$250.00	\$650.00	\$1,990.00	10%	\$225.00	\$585.00	\$1,791.00
\$200.00	\$540.00	\$1,200.00	10%	\$180.00	\$486.00	\$1,080.00
\$150.00	\$600.00	\$900.00	110%	\$135.00	\$540.00	\$810.00
\$30.00	\$70.00	\$140.00	10%	\$27.00	\$63.00	\$126.00

Sound Level Meters

Quest Type 2 SLM w/ Calibrator

Quest Type 2 SLM w/ Calibrator, Datalogging

Laptop Computer with Quest Software Suite for datalogging

Quest Model OB-300 Octave Band Analyzer

Quest Model OB-100 Octave Band Analyzer

Quest VA-508C Vibration Adapter

Tripod

Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$80.00	\$220.00	\$640.00	10%	\$72.00	\$198.00	\$576.00
\$120.00	\$320.00	\$780.00	10%	\$108.00	\$288.00	\$702.00
\$120.00	\$340.00	\$740.00	10%	\$108.00	\$306.00	\$666.00
\$90.00	\$200.00	\$560.00	10%	\$81.00	\$180.00	\$504.00
\$60.00	\$130.00	\$320.00	10%	\$54.00	\$117.00	\$288.00
\$70.00	\$220.00	\$700.00	10%	\$63.00	\$198.00	\$630.00
\$10.00	\$20.00	\$40.00	10%	\$9.00	\$18.00	\$36.00

Temperature Meters

Quest Temp 10 Personal Heat Stress Monitor

Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$100.00	\$230.00	\$640.00	10%	\$90.00	\$207.00	\$576.00

Automated External Defibrillators

Cardiac Science Powerheart AED

Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
n/a	\$500.00	\$1,200.00	10%		\$450.00	\$1,080.00

Fire Extinguishers

20 # ABC

Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
\$8.00	\$20.00	\$48.00	10%	\$7.20	\$18.00	\$43.20

Standard or Expedited Shipping costs are not included.
Some material may require hazardous material shipping.
Other rental equipment available, call for information

Safeware & Mallory Safety Training

June-11

Classroom or onsite Training

	Published Price	Discount	US Com Price
Half Day	\$975.00	10%	\$ 877.50
Full Day	\$1,500.00	10%	\$ 1,350.00
Travel Rate half Day	\$487.50	10%	\$ 438.75
Travel Rate Full Day	\$750.00	10%	\$ 675.00

Training Classes:

Job Safety Analysis/Job Hazard Analysis
 Ladder Safety
 Lead Safety

 Lockout/Tagout Electrical Safety (authorized, affected and other)
 Machine Guarding
 Material Handling
 Mobile Cranes & Rigging
 NFPA70E
 OSHA 10-hour General Industry
 OSHA 10-hour Construction
 OSHA 30-hour General Industry
 OSHA 30-hour Construction
 OSHA Overview for HR Managers
 OSHA Recordkeeping Requirements
 Overhead Crane Operator
 Personal Protective Equipment
 Power Tool Safety
 PPE Hazard Assessments
 Respirator Fit-Tester Course
 Respiratory Protection
 Respiratory Protection Program Administrator
 Safe Lifting
 Safety Orientation Programs
 Scaffold User
 Scaffold Competent Person
 Slings and Rigging
 Spill Response Team Training
 TB & Airborne Pathogens
 Trenching & Excavation Competent Person
 Work Zone Safety Supervisor
 Aerial Work/Lift Platforms
 Back Safety
 Bloodborne Pathogens
 Bucket Truck Safety
 Chainsaw Safety
 Confined Space Entry Awareness
 Confined Space Entry Operations

Confined Space Rescue
Cranes, Hoists & Lifts
Crane Safety Awareness
Defensive Driver (National Safety Council Certification)
Developing Effective Safety Action Teams
Do Your Own OSHA Inspection
Electrical Safe Work Practices
Emergency Action Plans
Evacuation Plans that Work
Ergonomics Hazard Assessment
Establishing a Safety & Health Committee
Fall Protection Awareness
Fall Protection Competent Person
Fire Prevention & Fire Extinguishers
First Aid CPR AED (National Safety Council Certification)
Flagger Certification (National Safety Council Certification)
Forklift Operator (Industrial/warehouse)
Forklift Train the Trainer
Hand & Portable Power Tools
Hazard Communication/Right to Know
Hazard Identification
Hazardous Materials Awareness (initial and refresher)
Hazardous Materials Operations / Spill Response Team (Initial and refresher)
Hazardous Materials 24 Hour Technician (initial and refresher)
Hazardous Waste Management (Initial and refresher)
Hearing Conservation
High Voltage Electrical Safety
Hoists & Overhead Cranes
Customer Specific Safety Training
Local Government Challenges in Safety

Other Classes available, onsite or classroom

Maximum quantity of students vary with course

Customized classes available

Basic Training material included

Additional equipment may be required and is not included in rates

Travel and accommodations not included

Halfday minimum

Training facilities provided by customer

Commercial training facilities can be provided as a passthrough

Some courses may require multiple days



County of Fairfax, Virginia

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

Date of Award: **JUN - 7 2018**

Safeware, Inc.
4403 Forbes Blvd
Lanham, MD 20706

Attention: Rick Bond, Vice President of Sales

Reference: RFP2000002547; Public Safety and Emergency Preparedness Equipment and Related Services

Dear Mr. Bond:

Acceptance Agreement

Contract Number: 4400008468

This acceptance agreement signifies a contract award for Public Safety and Emergency Preparedness Equipment and Related Services. The period of the contract shall be from October 1, 2018 through September 30, 2023 with renewals of five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.

The contract award shall be in accordance with:

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

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Fairfax County Special Provisions, Section 1 (Insurance) within ten (10) days after receipt of this letter.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

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

Website: www.fairfaxcounty.gov/dpmm

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

MEMORANDUM OF NEGOTIATIONS

RFP 2000002547

Public Safety and Emergency Preparedness Equipment and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. and Mallory Safety and Supply, LLC. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008468 with Safeware, Inc. and Contract 4400008495 with Mallory Safety and Supply, LLC. (hereinafter called the Contract) for the provision of public safety and emergency preparedness equipment and related services. The final Contract contains the following documents:

- a. The County's Request for Proposal RFP 2000002547 and all Addenda;
- b. The Contractor's Technical Proposal and Cost Proposal dated March 8, 2018;
- c. The Contractor's response to clarification questions dated March 28, 2018.
- d. The Contractor's response to items for negotiation dated April 12, 2018.
- e. This Memorandum of Negotiations;
- f. County's purchase order;
- g. Any subsequent amendments to the Contract.

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

1. The parties to this Contract acknowledge that Safeware, Inc. submitted a proposal, on behalf of Safeware, Inc. and Mallory Safety and Supply, LLC., in response to RFP2000002547. Mallory Safety and Supply, LLC. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies of the states of Alaska, Hawaii, Washington, Oregon, California, Arizona, Nevada, New Mexico, Wyoming, Idaho, Montana, and Utah and to assume all responsibilities and obligations under this Contract for its designated territory. Safeware, Inc. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies located in all other states of the United States, not identified above and to assume all responsibilities and obligations under this Contract for its designated territory. Contract number 4400008468 has been assigned to Safeware, Inc. and Contract number 4400008495 has been assigned to Mallory Safety and Supply LLC. to facilitate ordering.
2. The Contractor shall provide eCommerce rebates as outlined below:
 - If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on purchases made through ecommerce.
 - If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on purchases made through ecommerce.
 - o Conditions: The agency total purchases for the annual contract period must be greater than \$20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated third party marketplace where the Participating Public Agency's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

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

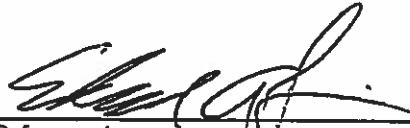
Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

3. Large sales greater than \$20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.
4. For purchase of services under this Contract, the Contractor shall provide a minimum of 10% discount from Safeware and Mallory's list price. The pricing for services may be negotiated to a lower price.
5. The Contractor acknowledges and agrees that the County and the Participating Public Agencies reserve the right to review and negotiate the license and maintenance terms and conditions prior to any purchase of software under this Contract and that the Contractor will provide full support for executing the negotiated license/maintenance agreement(s) by the County/Participating Public Agencies and the software publisher. The Contractor also agrees to obtain agreement from its software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.
6. The Contractor shall hold the discount rate of 41% for equipment and 10% for services firm for the entire contract term including renewal periods.
7. The parties mutually agree that the first sentence of Paragraph 1.3 of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the County Purchasing Agent and/or Risk Manager.
8. The parties mutually agree that the Paragraph 1.2 b. of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

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.

ACCEPTED BY:


Safeware, Inc.

6/6/18
Date

Shawn Murray
Mallory Safety and Supply, LLC.

6/6/18
Date

Cathy A. Muse
Cathy A. Muse, CPPO
Director/County Purchasing Agent

6/7/18
Date



County of Fairfax, Virginia

ADDENDUM

Date: March 2, 2018

ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS

REFERENCE: RFP2000002547

TITLE: Public Safety and Emergency Preparedness Equipment and Related Services

DUE DATE/TIME: March 13, 2018 / 2:00 P.M. EDT

The referenced request for proposal is amended as follows:

1. Reference page 6, Section 8. Contract Period and Renewal, Paragraph 8.2, fourth sentence: Revise to read "The County reserves the right to renew the contract for five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties."
2. Attachment C – Market Basket, is replaced in its entirety by an updated version. Prospective Offerors may access the updated version of Attachment C – Market Basket in Excel format at: <http://www.fairfaxcounty.gov/solicitations>
3. Refer to Attachment I for questions and answers received by e-mail and from the pre-proposal conference held on February 22, 2018 at 10:30 A.M.
4. Refer to Attachment 2 for the Attendance Sheet for the pre-proposal conference held on February 22, 2018.

All other terms and conditions remain unchanged.

Jamie Pun, VCO, CPPB
Contract Specialist II, Team 1

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

Name of Firm

(Signature)

(Date)

A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DUE DATE/TIME.

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

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

Attachment I

Q1: Can a company submit for one of the single line item, i.e. AED's, or is it required to be able to provide all of the items listed?

A1: **As stated in the Introduction and Background, paragraph 3, General Definition of Products and Services, the intent of the RFP is to provide "the broadest possible range" of public safety and emergency preparedness products and related services specified in the categories. The County seeks to enter into a Master Agreement for a complete line of Public Safety and Emergency Preparedness Equipment and Related Services and not limited in scope to a single line item. Potential offerors will be evaluated on the depth of their product offering and pricing as represented by Attachment C – Pricing Sheet and Market Basket.**

Q2: Are Market Basket prices ceiling prices for these items? How long do we have to hold the Market Basket prices?

A2: **Market basket prices are not ceiling prices. The prices in the market basket should be in accordance with the discounts provided in the Discount by Category. The discount rates must be held firm for the duration of the contract. The net price after discount may change based on updates made by manufacturers to their list prices.**

Q3: What is the average annual sales being purchased on this particular contract?

A3: **Please refer to the paragraph titled Estimated Volume on page 3 of the RFP. The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually.**

Q4: We have identified the following suppliers from the Market Basket that are British companies. Our research has indicated that the incumbent on this contract is their sole U.S. distributor.

- BakerCorp
- ARI
- DMS
- Yaffy

Therefore, we request items from these companies be removed from the Market Basket for competitive analysis since this provides an unfair advantage to the incumbent.

A4: **The Offerors may provide alternate or substitute items that are comparable to any of the products listed in the market basket, if the proposed product is something they cannot supply.**

Q5: Line Item Number 116 on the Market Basket, part number MSRHB from Potters Industries, has a Unit of Measure (UOM) as "EA." Does the Annual Usage indicate the quantity of pounds of this product or the number of bags?

A5: **Quantity of pounds. Please see the updated Attachment C - Market Basket.**

Q6: In the RFP, section 6, 6.1, the supplier is directed to supply fixed percentage discount from a manufacturer or catalog (or other objectively verifiable criteria) price for each product category in Paragraph 3 (items 1 through 31). It is our understanding that the US Communities is simply requesting a price justification for the items on the Attachment C (Market Basket). That said, if the Government is looking for a fully encompassing catalog of all of the vendors that the supplier wishes to provide to US Communities' associated Public Agencies, we would request that this be clarified. Is our understanding correct that for the immediate solicitation, it will only be in reference to Attachment C, and a full compilation of product offerings will be submitted for review post award?

A6: **A completed Attachment C – Pricing Sheet should be reflective of an offeror's full compilation of product offerings. Offerors' current, full compilation of product offerings must be submitted with their proposals.**

Attachment I

- Q7: In the RFP, section 17 indicates a proposal due date of March 13, 2018; the US Communities web site, however, indicates a proposal due date of March 19, 2018. We understand the mission-critical nature of this procurement to the US Communities. In our experience, large, complex procurements such as this require a month (or longer) to ensure full compliance with the original submission. Additional time would also enable bidders to align the requirements and pricing across hundreds of Original Equipment Manufacturers (if required, see question 1, above). In addition, question responses from the Government may not be available until bidders' proposals are in close to their final stages of completion. Considering these factors, and the critical importance of this procurement to the US Communities stakeholders, would the Government consider extending the proposal due date to April 2, 2018?
- A7: **No, at this time, we have no intention of extending the due date. The due date/time remains as March 13, 2018 at 2 p.m. EST.**
- Q8: In the RFP, sections 1 through 18 ("FAIRFAX COUNTY SPECIAL PROVISIONS") include a number of requirements, ranging from insurance requirements to federal grant terms and conditions. Would the Government confirm that bidders need to only indicate compliance with these requirements, rather than provide comprehensive narrative explanations?
- A8: **Yes, offerors only need to indicate their compliance with the requirements of the Special Provisions. No comprehensive narrative for each requirement of the Special Provisions is required as long as the offeror confirms agreement to be bound by all terms and conditions of the RFP by signing the cover sheet (DPMM 32).**
- Q9: In regards to discount, can more than one discount be applied to a supplier?
- A9: **Yes. Please refer to paragraph 6.1 of the RFP.**
- Q10: Do we have to request that you protect our financial information?
- A10: **Yes. Please follow the instructions of section 10 titled Trade Secrets/Proprietary Information.**
- Q11: Can there be multiple awards?
- A11: **Yes. Please refer to paragraph 16.1 (pg. 8) and the paragraph titled Multiple Awards on page 4 of the RFP.**
- Q12: In regards to obtaining business license: will you need a license for doing business with other agencies across the country?
- A12: **If the successful offeror operates in Fairfax County, it will be required to obtain the Business, Professional and Occupational License as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. Please include a completed copy of the Business, Professional and Occupational License form in your proposal.**
-
- Q13: As part of the market basket, do we include the entire manufacturer's price lists?
- A13: **Yes, the price lists need to be included so that pricing/discounts can be easily verified.**
- Q14: Are there opportunities for vendors to be on other processes?
- A14: **Yes, but we require that we are offered the same or better pricing.**
- Q15: How long is this contract for?
- A15: **Please refer to section 8 titled Contract Period and Renewal on page 6 of the RFP.**
-
- Q16: If you don't get awarded, can you apply for other contracts with other counties across the country for the same contract?
- A16: **No, there will be no other solicitations for U.S. Communities for the products and services included in this solicitation.**

Attachment I

- Q17: If vendor has current county contract, and gets selected for the new contract, will one supersede the other?
- A17: As long as there is no overlap between the scope of the contracts, both contracts may be used by the County. If there is overlap in scope, (the two contracts offering the same products) the County will most likely choose to use the resultant U.S. Communities contract.**
- Q18: If there is an outdated market basket item, do you want us to give the most up to date listing?
- A18: Yes.**
- Q19: Is there a limitation to the amount of times we can update pricing? Do we need to include justification for price change?
- A19: Discount rates must remain firm for the entire contract period. Whenever manufacturer pricing changes, the change can be communicated and adjusted. Written justification for price change should include the updated manufacturer's price list.**
- Q20: For Lines #88 & #89 of the Market Basket, the stated UOM is EA. This item however ships in cases of 25. Are we to assume pricing for a case of 25 each?
- A20: Yes, please see the updated Attachment C - Market Basket.**
- Q21: Line #116 of the Market Basket list UOM of EA, but this item is sold per pound. Should we assume the quantity refers to pounds?
- A21: Please see the answer to question 5.**
- Q22: If an awarded vendor is providing products/service in another jurisdiction, is there a requirement to have a license in those localities?
- A22: The Business, Professional and Occupational License (BPOL) requirement is specific to Fairfax County. License requirements in other jurisdictions may or may not be required. This is to be determined by the awarded vendor when working with other jurisdictions.**
- A23: If a vendor is not selected, will there be an opportunity post-award to be added to the contract?
- A23: No, this is the only opportunity to be awarded a U.S. Communities contract for public safety and emergency preparedness products and related services.**
- Q24: If our products are not comprehensive, technology related to safety, for example, can we propose only that item?
- A24: An offeror should respond, if its offerings fit the scope of the RFP and meet the needs and requirements as described in the RFP. Please see A1 above.**
- Q25: Section 9.1 PRICING
Although the ensuing contract will be FFP, can the contract holder offer higher than proposed/contracted discounts (lower prices) when the situation warrants (e.g., customer requires a high volume purchase)?
- A25: Yes. Please refer to 3.3, (b) on page 42 of the RFP.**

PRE PROPOSAL CONFERENCE
ATTENDANCE SHEET

DATE/TIME: February 22, 2018 at 10:30 a.m.

SOLICITATION #: RFP200002547; Public Safety and Emergency Preparedness Equipment and Related Services

Individual's Name	Company Name	Telephone Number
MATT BIRNBAUM	FEDERAL RESOURCES	703-309-7137
Mike Russell	Federal Resources	410-330-8490
Charlotte Pog	Federal Resources	410-630-8467
JEFF WINBOURNE	WINBOURNE CONSULTING	703 584 5350
Neil Senatro	TSSI	540-434-8974
Natalie Sherlock	TSSI	540-607-0085
Matt Nassare	TSSI	703-304-6354
Rick Bond	Intervic	301 683 1237
Karla Hyatt	Safeware	"
Ed Simons	Safeware	
ALLISON WINDSOR	MALORY	818-644-9484
Chris Radebe	Safeware	301 683 1234

**PRE PROPOSAL CONFERENCE
ATTENDANCE SHEET**

DATE/TIME: February 22, 2018 at 10:30 a.m.

SOLICITATION #: RFP200002547; Public Safety and Emergency Preparedness Equipment and Related Services

Individual's Name	Company Name	Telephone Number
Shawn Murray	ATA Safeware / Malloy	206-510-0705
Kenny James	Watch Guard Video	469-343-6758
GEO Bollen	Southern Police Equipment	854-323-1855
JAMES MEHALCHIAK	Polimaster	570-308-1195
Bill Pearse	MSA Security	410-310-8301
Tine Franklin	CTSI	571-221-2395
William Dunn	MES	301-573-9654
Cathy Muse	Fairfax County Govt - DPMM	703 324 3201
Alexis Turner	US Communities	214 629 2056
William Goines	ARC Technology Solutions	918-284-6510
Lounette Robinson	DPMM	703-324-3281
Jamie Run	DPMM	703-324-3653



U.S. COMMUNITIES®
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY FAIRFAX COUNTY, VA

FOR

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

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP 2000002547

PRE-PROPOSAL CONFERENCE

RFP 2000002547

An optional pre-proposal conference will be held at 10:30am on February 22nd, 2018 at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 4/5, 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 by **February 27, 2018** to the contract specialist at dpmteam1@fairfaxcounty.gov.



FAIRFAX COUNTY

DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

V I R G I N I A

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

ISSUE DATE: February 6, 2018	REQUEST FOR PROPOSAL NUMBER: RFP2000002547	TITLE: Public Safety and Emergency Preparedness Equipment and Related Services
DEPARTMENT: Various	DUE DATE/TIME: March 13, 2018 / 2:00 P.M.	CONTRACT SPECIALIST: Jamie Pun; 703-324-3653 or Jamie.Pun@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 C, the Certification Regarding Ethics in Public Contracting set forth in Appendix D, and by any other relevant certifications set forth in Appendix B.

BUSINESS CLASSIFICATION – Described in Appendix D – CHECK ONE:

☐ MICRO ☐ SMALL ☐ MINORITY-OWNED ☐ WOMEN-OWNED ☐ VETERAN OWNED
☐ EMPLOYMENT SERVICE ORG ☐ NON PROFIT ☐ GOVERNMENT/PUBLIC BODY

State in which Incorporated: _____

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

Vendor Legally Authorized Signature

Date

Print Name

Title

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



INTRODUCTION AND BACKGROUND

1. MASTER AGREEMENT

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

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

2. OBJECTIVES

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

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

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

General Product Categories:

- 1. Personal Protective Equipment (PPE)
- 2. Explosive Device Mitigation and Remediation Equipment
- 3. Environmental Monitoring
- 4. CBRNE Search & Rescue Equipment
- 5. Interoperable Communications Equipment
- 6. Detection Equipment
- 7. Decontamination Equipment
- 8. Hazardous Materials Storage
- 9. Spill Control and Containment
- 10. Physical Security Enhancement Equipment
- 11. Surveillance, Warning, Access/Intrusion Control
- 12. Explosion Protection
- 13. Fire and Emergency Response
- 14. Traffic Safety
- 15. Facility Safety and Maintenance
- 16. Fall protection and Confined Space
- 17. Medical and First Aid Supplies
- 18. CBRNE Reference Materials

INTRODUCTION AND BACKGROUND

19. Automated External Defibrillators (AEDs)
20. Ammunition/Less than Lethal Munitions
21. Civil Disturbance Gear
22. Dive Gear/Underwater Recovery/Water Safety
23. Police Fleet Management Products
24. Law Enforcement Software
25. Public Safety Aviation- Helicopters
26. Public Safety Uniforms
27. Vehicles
28. Trainers and Training Equipment
29. Vending Solutions
30. Related Services
31. Other Non-Listed Public Safety, Law Enforcement and Fire Equipment

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

4. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines 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 are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (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 solicitations, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY

INTRODUCTION AND BACKGROUND

City of Los Angeles, CA
 City of Ocean City, NJ
 City of Seattle, WA
 Cobb County, GA
 Denver Public Schools, CO
 Emory University, GA
 Fairfax County, VA
 Fresno Unified School District, CA

Port of Portland, OR
 Prince William County Schools, VA
 San Diego Unified School District, CA
 State of Iowa, IA
 State of Louisiana, LA
 The Ohio State University, OH
 The School District of Collier County

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.5 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

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.

Fairfax County, VA 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 B.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 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. The Advisory Board in 2017 purchased more than \$168 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,
- Over 90 State and Regional Sponsors,

INTRODUCTION AND BACKGROUND

- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through 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.

Fairfax County, VA reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the County and Participating Public Agencies as a result of this solicitation.

5. 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) whose response(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.

5.1 TECHNICAL PROPOSAL INSTRUCTIONS:

- 5.1.1 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.
 - a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
 - b. Understanding of the problem and technical approach.
 1. Statement and discussion of the requirements as they are analyzed by the offeror.
 2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
 3. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

INTRODUCTION AND BACKGROUND

5.1.2 Treatment of the Issues:

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

5.1.3 Statement of Qualifications:

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

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference (See ATTACHMENT B).
- c. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.

5.1.4 **SUPPLIER QUALIFICATIONS, SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION (Ref. Page 11-17)**

5.1.5 **SUPPLIER INFORMATION (Ref. Pages 19-23)**

6. **COST PROPOSAL INSTRUCTIONS:**

The offeror must submit the following information as part of the cost proposal:

- 6.1. Provide in ATTACHMENT C (Pricing Sheet) the proposed pricing using a fixed percentage discount from a manufacturer or catalog (or other objectively verifiable criteria) price for each product category in Paragraph 3 (items 1 through 31). Multiple discounts may be provided for each product category.
- 6.2. Provide in ATTACHMENT C (Market Basket) the price for each item based on the pricing proposed in the Pricing Sheet. **THIS IS NOT A CORE LIST.**
- 6.3. Provide the reference to the manufacturer price, catalog price, or other objective criteria used to determine pricing of each Product category and state why this the most advantageous to Participating Public Agencies.
- 6.4. State if the quoted price for each Product category is the most favorable pricing offered by your company to state and local agencies nationwide.
- 6.5. Propose a plan to adjust pricing as market conditions change.
- 6.6. All pricing proposed must include charges for shipping.
- 6.7. Detail pricing for items requiring special shipping, door delivery. Installed inside delivery etc. are items that would require additional charge due to a special circumstance.

INTRODUCTION AND BACKGROUND

7. PRE-PROPOSAL CONFERENCE:

- 7.1 An optional pre-proposal conference will be held on February 22nd, 2018 at 10:30 A.M. in the Fairfax County Government Center, Conference Center Room 4/5, 12000 Government Center Parkway, Fairfax, Virginia. To request reasonable ADA accommodations, call the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 711. Please allow seven working days in advance of the event to make the necessary arrangements.
- 7.2 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 dpmteam1@fairfaxcounty.gov or to the Contract Specialist at Jamie.Pun@fairfaxcounty.gov.

8. CONTRACT PERIOD AND RENEWAL:

- 8.1 This contract will begin on October 1, 2018, and terminate on September 30, 2023.
- 8.2 Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Procurement Department. The initial term of this contract is for a five (5) year period. The County reserves the right to renew the contract for four (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.
- 8.3 The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

9. PRICING:

- 9.1 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), Table 10, U.S. City Averages, or other relevant indices.
- 9.2 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.).
- 9.3 Price decreases shall be made in accordance with paragraph 39 of the General Conditions & Instructions to Offerors (Appendix C).

INTRODUCTION AND BACKGROUND

10. TRADE SECRETS/PROPRIETARY INFORMATION:

- 10.1 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.
- 10.2 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.
- 10.3 Request for Protection of Trade Secrets or Proprietary Information (Appendix D, page 65) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 10.4 The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

11. CONTACT FOR CONTRACTUAL MATTERS:

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

Jamie Pun, VCO, CPPB, Contract Specialist
 Department of Procurement and Material Management
 Telephone: (703) 324-3653
Jamie.Pun@fairfaxcounty.gov

- 11.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see Introduction and Background, paragraph 16.3).

12. REQUIRED SUBMITTALS:

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

13. SUBMISSION OF PROPOSAL:

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

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

INTRODUCTION AND BACKGROUND

- 13.2. 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 Procurement and Material, 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 DPMM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/solicitations.
 - 13.3. 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.
 - 13.4. 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.
 - 13.5. Each original and set of the one (1) copy of the proposal shall consist of:
 - a. Cover sheet (DPMM32)
 - b. Technical proposal as required in Section 5.1, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in Section 6, **COST PROPOSAL INSTRUCTIONS**. (Attachment C should be included in the Cost proposal).
 - 13.6. By executing the cover sheet (DPMM32), 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.
- 14. LATE PROPOSALS:**
- 14.1 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.
- 15. PERIOD THAT PROPOSALS REMAIN VALID:**
- 15.1 Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.
- 16. BASIS FOR AWARD:**
- 16.1 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.

INTRODUCTION AND BACKGROUND

- 16.2. 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.
- 16.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 16.4. 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.
- 16.5. 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.
- 16.6. 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 Public Safety and Emergency Preparedness Equipment and Related Services on a nationwide and local basis. **(10 points)**
 - b. Depth of response to the TECHNICAL PROPOSAL, Section 5. **(20 points)**
 - c. Depth of Response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (Reference pages 12 – 24). **(30 points)**
 - d. Depth of response to COST PROPOSAL, Section 6, including Market Basket pricing, and reasonableness of cost proposal(s). **(40 points)**
- 16.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 16.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

INTRODUCTION AND BACKGROUND

- 16.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 16.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

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.

17. REQUEST FOR PROPOSAL SCHEDULE:

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

Date	Event	Time
February 6, 2018	RFP Released	N/A
February 22, 2018	Pre-Proposal Conference	10:30a.m.
March 13, 2018	Proposals are due	2:00 p.m.
March 27-28, 2018	Evaluate and Rank Proposals	N/A
March 28, 2018	Potential Interview of Companies with Most Competitive Proposals	9:00 a.m.
June 1, 2018	Award Contract to the highest ranked Offeror	N/A

SUPPLIER QUALIFICATIONS

SUPPLIER 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.

(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.

SUPPLIER QUALIFICATIONS

(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

(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.

(i) **Supplier Sales.** Supplier shall be responsible for proactive 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, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public

SUPPLIER QUALIFICATIONS

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, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using 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 Supplier's best overall pricing and value to eligible agencies, (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 on a national, regional or local level 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 that is accessible from Supplier's homepage or main menu navigation 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

(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. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, 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 INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Appendix A) and submit with the supplier's proposal without exception or alteration. Failure to do so shall result in disqualification.

SUPPLIER QUALIFICATIONS

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. Will pricing for all Products/Services offered 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 products and services to any Participating Public Agency in all 50 states?
YES _____ *NO _____
(*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES _____ *NO _____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:
_____ Sales between \$0 and \$25,000,000
_____ Sales between \$25,000,001 and \$50,000,000
_____ Sales between \$50,000,001 and \$100,000,000
_____ Sales greater than \$100,000,001
- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
YES _____ NO _____
- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES _____ NO _____
- G. Will your company commit to the following implementation schedule?
YES _____ NO _____
- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES _____ NO _____


Submitted by: _____

(Printed Name)

(Signature)

(Title)

(Date)

 New Supplier Implementation Checklist		Target Completion After Award
1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations		
Set Contract Launch Date & Outline Kick Off Plan		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
Set Agency Webinar Dates		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement		
Lead Public Agency agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
4. Second Conference Call		Two Weeks
Establish Sales Training Webinar Dates		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
Review Contract Commitments		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
Discuss Agency Webinar Slides & Set Timeframe for Deliverables		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
9. Web Development		
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Three Weeks
Initiate contact with Advisory Board (AB) members		Six Weeks
Determine PM & Local Metro teams strategy sessions		Six Weeks
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact		Eight Weeks
12. Agency Webinars		Post Launch

SUPPLIER INFORMATION

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

National Commitments

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Supplier Qualifications Section.

Company Overview

1. Provide the 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	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Explain how your company will educate its sales force about the Master Agreement.
4. Provide the company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

SUPPLIER INFORMATION

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

6. Provide a list of your company's ten largest public agency customers, including contact information.
7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

Order Processing and Distribution

- Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
- In what formats do you accept orders (telephone, ecommerce, etc.)?
- Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
- Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
- State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
- Describe how your company proposes to distribute the Products and Services nationwide.
- Identify all other companies that will be involved in processing, handling or shipping the Products to the end user.
- Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).
- Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
- Describe your company's ecommerce capabilities:

SUPPLIER INFORMATION

- a. Include details about your company's ability to create punch out sites and accept orders electronically.
 - b. Provide detail on your company's ability to integrate with a public agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.
11. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.
 - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing and Sales

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.
2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:

\$_____.00 in year one
 \$_____.00 in year two
 \$_____.00 in year three

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined on page 19, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.

SUPPLIER INFORMATION

2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible and Title</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.
4. Submit a bio for each of the below personnel:
- a. The person your company proposes to serve as the National Accounts Manager;
 - b. Each person that will have primary responsibility for U.S. Communities account management; and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

- Provide a description of how your offering meets the requirements set forth in Section 3 of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.
- Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.

SUPPLIER INFORMATION

3. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.
4. State your normal delivery time (in days) and any options for expediting delivery, if applicable.
5. Please state your backorder policy.
6. Please state restocking fees and procedures for returning products.

Environmental

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.
3. Please indicate if you have any products in your offering that have any third-party environmental certifications, such as:
 - a. Biodegradable Products Institute (e.g., compostable bags, food service ware, etc.)
 - b. Consortium for Energy Efficiency (lamps)
 - c. Cradle to Cradle (e.g., building materials, construction adhesives, paint)
 - d. Design Lights Consortium (e.g., LED lighting equipment)
 - e. ENERGY STAR (e.g., appliances, HVAC and lighting equipment)
 - f. Green Seal (e.g., cleaners, hand soap, janitorial paper products, paint)
 - g. Master Painters Institute (MPI) Green Performance Standard (paints and coatings)
 - h. NEMA Premium Efficiency (e.g., motors, ballasts)
 - i. Scientific Certification Systems (SCS) FloorScore (e.g., carpet, flooring, flooring adhesives, underlayment, etc.)
 - j. Scientific Certification Systems (SCS) Indoor Advantage (building materials, furniture, etc.)
 - k. UL GREENGUARD (adhesives, flooring, insulation, sealants, etc.);
 - l. UL EcoLogo (cleaners, deodorizers, hand soaps and sanitizers, floor polish and strippers, etc.)
 - m. USDA Biobased (lubricants, building materials, etc.)
 - n. US EPA Safer Choice (cleaners, hand soaps, deicers, floor maintenance chemicals)
 - o. WaterSense (water efficient fixtures, toilets, etc.)
4. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Additional Information

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

FAIRFAX COUNTY SPECIAL PROVISIONS

1. INSURANCE:

- 1.1 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.
- 1.2 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.
 - 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 57 of the General Conditions and Instructions to Bidders (Appendix C) 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.

FAIRFAX COUNTY SPECIAL PROVISIONS

- 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.
- 1.3. 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.
- 1.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 1.5. Fairfax County, their employees and officers shall be named as an additional insured in the General 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.

2. METHOD OF ORDERING:

- 2.1 The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 2.2 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.
- 2.3 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 Master Card. Contractors are encouraged to accept this method of receiving orders.
- 2.4 Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 2.5 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.

3. REPORTS AND INVOICING:

- 3.1. 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.
- 3.2. 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.

FAIRFAX COUNTY SPECIAL PROVISIONS

- 3.3. 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 3.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

4. PAYMENTS:

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

5. CHANGES:

- 5.1 Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 5.2 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.

6. DELAYS AND SUSPENSIONS:

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

7. ACCESS TO AND INSPECTION OF WORK:

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

FAIRFAX COUNTY SPECIAL PROVISIONS

8. PROJECT AUDITS:

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

9. DATA SOURCES:

- 9.1 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.

10. SAFEGUARDS OF INFORMATION:

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

FAIRFAX COUNTY SPECIAL PROVISIONS

11. ORDER OF PRECEDENCE:

- 11.1 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 C).

12. SUBCONTRACTING:

- 12.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <http://www.dmbc.virginia.gov/index.html>, local chambers of commerce and other business organization.
- 12.2 As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix D, page 71 to this solicitation.

13. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 13.1 Reference Paragraph 70, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix D for sample listing).
- 13.2 It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 13.3 Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 13.4 Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 13.5 Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

14. NEWS RELEASE BY VENDORS:

- 14.1 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.

FAIRFAX COUNTY SPECIAL PROVISIONS

15. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 15.1 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.
- 15.2 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.

16. HIPAA COMPLIANCE:

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

17. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 17.1 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.

18. FEDERAL GRANT TERMS AND CONDITIONS:

- 18.1 Federal funds may be expended under the resulting contract(s); therefore the offeror agrees to the attached federal grant terms and conditions (Appendix I) without exception.

ATTACHMENT A

DETAILED SPECIFICATIONS FOR PUBLIC SAFETY CATEGORIESPUBLIC SAFETY CATEGORIES

The following categories are by way of example only and are not meant to limit the broad range of products that might be available from potential offerors. Product Category Examples (Note: Items 1-31 are compiled, in part, from the Office of Domestic Preparedness' Authorized Equipment List and The InterAgency Board's Standardized Equipment List):

1. Personal Protective Equipment

Equipment worn to protect the individual from hazardous materials and contamination in the workplace including, a chemical/biological threat environment. Examples include the following: chemical resistant suits, escape masks, gloves, coveralls, helmets, eye protection, hi-visibility clothing, safety footwear, respiratory protective equipment, SCBAs, etc.

2. Explosive Device Mitigation and Remediation Equipment

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment, such as:

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

3. Environmental Monitoring

Items such as: chip measurement systems, passive dosimeter badges, diffusion tubes, detector tube systems, air sampling pumps, gas detection monitors, confined space monitors, photo-ionization detectors, and protection against additional unseen hazards (radiation and noise levels).

4. CBRNE Search and Rescue Equipment

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

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

ATTACHMENT A

5. **Interoperable Communications Equipment**

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. Includes system design, installation, service and maintenance. Products include:

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

6. **Detection Equipment**

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

- Detection Kits/Paper for all chemical agent identification and detection
- Multi-Gas Meters
- Hazard Categorizing (HAZCAT) Kits
- Surface Acoustic Wave Detector
- Spectrometers
- Colorimetric Tube/Chip Kit specific for TIC s and CBRNE applications
- Leak Detectors (soap solution, ammonium hydroxide, etc)
- pH Paper/pH Meter
- Protective cases for sensitive detection equipment storage & transport
- Point Detection Systems/Kits (Immunoassay or other technology)
- Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma), Personal Dosimeters, Scintillation Fluid (radiological) pre-packaged

7. **Decontamination Equipment**

Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination. Such items include:

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

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8. Hazardous Materials Storage

- Storage cabinets
- Safety cans

9. Spill Control and Containment

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

10. Physical Security Enhancement Equipment

Includes equipment and installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service and maintenance.

11. Surveillance, Warning, Access/Intrusion Control Ground

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

12. Explosion Protection

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

13. Fire and Emergency Response

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

14. Traffic Safety

- Traffic safety apparel: Class I, II, and III
- Traffic safety tapes (delineator tapes and warning and barricade tapes)

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- Traffic control products: cones, delineator posts, flags, triangles, signs and the stands that hold them, paddles, vests for road crews, law enforcement, and emergency response personnel, fences, wind socks, and emergency kits
- Message boards, flares

15. **Facility Safety and Maintenance**

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

16. **Fall Protection and Confined Space**

Systems and equipment to protect from death and injury when working in a confined space, or working at height aiding in fall arrest, worker positioning, restraint, suspension, rescue. Including, but not limited to items such as:

- Self-Retracting life lines (SRLs), tripods, blowers, harnesses, rope, carabiners, etc.

17. **Medical and First Aid Supplies**

- First aid kits, refills, and blood borne pathogen response kits
- Burn care
- Medicinals such as antacids, aspirin and non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
- Heat-Stress relief such as fluid replacement drinks and coolers

18. **CBRNE Reference Materials**

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

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

19. **AEDs**

Portable, personal, and medical automatic external defibrillators, AED trainers, accessories and replacement parts.

20. **Ammunition/Less than Lethal Munitions**

Including ammunition for police weapons and munitions such as OC Spray, rubber bullets, flash bangs, crowd and riot suppressants.

21. **Civil Disturbance Gear**

All gear necessary for officer protection and control during civil disturbance events/riots. Including, but not limited to:

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- Shields, riot helmets, pad, FR outerwear, FR base layer, boots, gloves, duty belts, batons, animal protection (horses, canine)
- 22. Dive Gear/Underwater Recovery/Water Safety**
- dive suits, underwater robots, boats, dry suits, Personal Flotation Devices (PFDs)
- 23. Police Fleet Management Products**
Equipment relating to the outfitting and maintenance of vehicles, including but not limited to sirens, lights, speed cameras, RADAR.
- 24. Law Enforcement Software**
Including but not limited to facial recognition products, shot tracking software, license plate recognition, any criminal investigative software.
- 25. Public Safety Aviation - Helicopters**
Equipment and services related to the purchase of helicopter and associated maintenance, UAV, UAW, and accessories, aviation software, aircraft.
- 26. Public Safety Uniforms**
Class A uniforms, Class B uniforms, BDUs, NFPA compliant footwear.
- 27. Vehicles**
Any public safety vehicles including but not limited to: armored vehicles, ATVs, Command vehicles, bomb trucks.
- 28. Trainers and Training Equipment**
For example fire trainers, simulators, training props.
- 29. Vending Solutions**
Service and equipment to supply and manage an on-site vending program with contract relevant contents for refill, such as PPE, eyewear, ear plugs, gloves, etc. Solution to include:
- Real time usage reporting by employee, item, department, or cost code
 - Low stock/out of stock alert for both supplier and customer
 - Ability to restrict items by time, item, employee, or usage
 - Ability to dispense both large and small items
- 30. Related Products and Services**
Any related public safety and emergency preparedness products and services offered by supplier.
- 31. All Other Non-listed Public Safety, Law Enforcement and Fire Equipment available through your company**
Equipment, supplies and materials (such as general Fire Turn -out gear and Law Enforcement Tactical equipment) that Bidder offers but does not appear specifically in the above categories.

ATTACHMENT B

REFERENCES

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

Reference 1

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

Phone: _____
 Email: _____

Description of products or services provided:

Total dollar amount: _____

Reference 2

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

Phone: _____
 Email: _____

Description of products or services provided:

Total dollar amount: _____

Reference 3

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

Phone: _____
 Email: _____

Description of products or services provided:

Total dollar amount: _____

ATTACHMENT C
PRICING SHEET

DISCOUNT BY PRODUCT CATEGORYInstructions:

For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria	*State Other Verifiable Criteria if used
Product Categories:							
Personal Protective Equipment (PPE)							
Explosive Device Mitigation and Remediation Equipment							
Environmental Monitoring							
CBRNE Search & Rescue Equipment							
Interoperable Communications Equipment							
Detection Equipment							
Decontamination Equipment							
Hazardous Materials Storage							
Spill Control and Containment							
Physical Security Enhancement Equipment							
Surveillance, Warning, Access/Intrusion Control							
Explosion Protection							
Fire and Emergency Response							
Traffic Safety							
Facility Safety and Maintenance							
Fall Protection and Confined Space							
Medical and First Aid Supplies							
CBRNE Reference Materials							
Automated External Defibrillators (AEDs)							

ATTACHMENT C
PRICING SHEET

DISCOUNT BY PRODUCT CATEGORYInstructions:

For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria	*State Other Verifiable Criteria if used
Ammunition/Less than Lethal Munitions							
Civil Disturbance Gear							
Dive Gear/Underwater Recovery/Water Safety							
Police Fleet Management Products							
Law Enforcement Software							
Public Safety Aviation - Helicopters							
Public Safety Uniforms							
Vehicles							
Trainers and Training Equipment							
Vending Solutions							
Related Services	Provide separate sheet for Related Services as indicated in Instructions.						
Other Non-Listed Public Safety, Law Enforcement and Fire Equipment							

Supplier Name: _____

Supplier Signature: _____

ATTACHMENT C
PRICING SHEET

PROPOSERS MUST ALSO COMPLETE THE MARKET BASKET , WHICH IS POSTED AS A SEPARATE DOCUMENT IN EXCEL FORMAT. FAILURE TO COMPLETE THE MARKET BASKET SHALL RESULT IN DISQUALIFICATION. MARKET BASKET PRICING SHOULD BE REFLECTIVE OF THE DISCOUNTS OFFERED IN THE PRICING MATRIX ABOVE.

APPENDIX A

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 even date herewith, 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 in an administrative capacity 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 mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I**GENERAL TERMS AND CONDITIONS**

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

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation,

APPENDIX A

Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under 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 ordinance, 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 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 the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "**Founding Co-Sponsors**") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

APPENDIX A

(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, with scheduling assistance from Supplier, conduct training sessions and 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.

(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.

APPENDIX A

(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.

(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:

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(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.

(i) **Supplier Sales.** Supplier shall be responsible for proactive 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, online marketing 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, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using 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

APPENDIX A

communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (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 on a national, regional or local level 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 that is accessible from Supplier's homepage or main menu navigation 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. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, 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

APPENDIX A

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

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 three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

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.

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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. 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. 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.

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. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 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

APPENDIX 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 Assignment.

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

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

6.3 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
9711 Washingtonian Blvd. Suite 100
Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier:

Attn: U.S. Communities Program Manager

6.4 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.

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6.5 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.

6.6 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.

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

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

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

APPENDIX A

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: Kevin Juhring

Title: President

Supplier:

By _____

Name: _____

Title: _____

APPENDIX A

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

APPENDIX A

EXHIBIT BSALES 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	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A ST	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A ST	GROTON	CT	06340	20	2015	3	1	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.	Yes	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												
10	K-12												
11	Community College												
12	College and University												
20	City												
21	City Special District												
22	Consolidated City/County												
30	County												
31	County Special District												
40	Federal												
41	Crown Corporations												
50	Housing Authority												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												

APPENDIX B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “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 process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies 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 any intergovernmental cooperative act, if 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 the Participating Public Agency will make timely payments to the Contract 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 Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

APPENDIX B

7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public.

APPENDIX C

COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT 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.

1. **AUTHORITY:** The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the 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 that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.
2. **DEFINITIONS:** Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

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

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.

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

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.

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

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.

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 informal solicitation to include telephone calls to prospective bidders.

CONDITIONS OF BIDDING

3. **BID FORMS:** Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

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

APPENDIX C

General Conditions and Instructions to Bidders

4. **LATE BIDS & MODIFICATIONS OF BIDS:**
 - a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
 - b. **If an emergency, unanticipated event, or closing of County offices 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, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.**
 - c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
5. **WITHDRAWAL OF BIDS:** Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.
6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. 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 its bid is accepted.
7. **LABELING OF BIDS:** All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
8. **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.
9. **CONDITIONAL BIDS:** Conditional bids may be rejected in whole or in part.
10. **BIDS FOR ALL OR PART:** 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 its bid to consideration in the group aggregate by so stating, but must 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.
11. **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.
12. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent 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 by the County.
13. **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 63, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <http://www.fairfaxcounty.gov/procurement/bid-tab>

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.
14. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.

If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it 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.
15. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
17. **PROHIBITION AGAINST UNIFORM PRICING:** The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it 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.

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General Conditions and Instructions to Bidders

SPECIFICATIONS

18. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
19. **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. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
20. **SPECIFICATIONS:** When a solicitation contains a specification that 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 must 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.

AWARD

21. **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. 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
 - j. Such other information as may be secured by the 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 non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
22. **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 result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
- a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
 - b. Acceptance Agreement
 - c. General Conditions and Instructions to Bidders
 - d. Special Provisions and Specifications
 - e. Pricing Schedule
 - f. Any Addenda/Amendments/Memoranda of Negotiations
23. **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 re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that 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 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.

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24. **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. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
- c. 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.

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, or completion of a credit card transaction.

25. **INSPECTION-ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
26. **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.
27. **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

28. **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.
29. **TERMINATION FOR CONVENIENCE:** A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor 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.
30. **TERMINATION OF CONTRACT FOR CAUSE:**
 - a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County shall have the right to terminate the contract. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. 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. Termination of the Contract for Cause does not relieve the Contractor 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.
31. **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 her authorized agent.
32. **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 its 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 its obligations or change the terms of the contract.
33. **FUNDING:** 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 contract 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

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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 will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

34. **DELIVERY/SERVICE FAILURES:** If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. 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.
35. **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 reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
36. **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 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. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
37. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:**
 - a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use 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 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
38. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
39. **PRICE REDUCTION:** If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction 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, or retailers), 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 is not a "general price reduction" under this provision. The Contractor shall submit its 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 will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.
40. **CHANGES:** If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

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 are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

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41. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When 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

42. **SHIPPING INSTRUCTIONS - CONSIGNMENT:** Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. 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.
43. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss 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 its risk and expense or dispose of them as the County's own property.
44. **INSPECTIONS:** Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is 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.
45. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is 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 contract for the individual instructions.
46. **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.
47. **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.
48. **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed 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.
49. **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.
50. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- a. The Purchase Order Number,
 - b. The Name of the Article and Stock Number (Supplier's),
 - c. The Quantity Ordered,
 - d. The Quantity Shipped,
 - e. The Quantity Back Ordered,
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

BILLING

51. **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 for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

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PAYMENTS

52. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The 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 subsequent modifications.
53. **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.
54. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 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 based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

55. **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. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
 - c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - d. 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.
 - e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
 - f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
56. **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 of those documents provided that the County may reduce the said services at any time.
 - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
 - d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is 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.
57. **INDEMNIFICATION:**
- a. General Indemnification: Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its 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, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
 - b. Intellectual Property Indemnification: In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

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In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 58, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

58. OFFICIALS NOT TO BENEFIT:

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their 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.

59. **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: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

60. **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.

61. **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.

62. **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 except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records

APPENDIX C

General Conditions and Instructions to Bidders

shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
- e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).

BIDDER/CONTRACTOR REMEDIES

63. INELIGIBILITY:

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the 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 ten (10) 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 ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. The 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 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 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, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a 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 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.

64. 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.8, 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 not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

65. 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 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 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

APPENDIX C

General Conditions and Instructions to Bidders

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.

66. 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 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 2, Section 2, 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 4.D 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 4.D, 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 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. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.
- 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 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 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.

67. 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 Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the 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 Purchasing Agent's decision on the claim, unless the Purchasing Agent 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.

68. LEGAL ACTION: No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

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

70. COOPERATIVE PURCHASING: The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.

71. 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

APPENDIX C

General Conditions and Instructions to Bidders

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.

72. **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.
73. **AUDIT OF RECORDS:** The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
74. **NONVISUAL ACCESS:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

APPROVED:

/S/ Elizabeth D. Teare
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

APPENDIX D

**Request for Protection of Trade Secrets or Proprietary Information Pursuant to
Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann.
§ 2.2-4342(F)**

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2-4342(F)

This form is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

a) Submission of this form with or without other reference to Article 2, Section 4.D.3 of the Purchasing Resolution or Va. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.

b) Identify the specific data or other material for which protection is sought. Suggested forms of designation include: listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g. "all portions of the Proposal marked "Proprietary" or "Trade Secret"). NOTE: The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

c) For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary. NOTE: Your explanation must do more than simply stating the materials are "proprietary," or "trade secrets," or "not publically available." You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

APPENDIX D

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The offeror:

☐ is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

APPENDIX D

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	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> 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.

APPENDIX D

Certification Regarding Ethics in Public Contracting

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

☐

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

☐

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder/Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

APPENDIX D

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

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

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

Printed Name of Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

APPENDIX D

Sample Listing Of Local Public Bodies

REFERENCE PARAGRAPH 13 OF THE SPECIAL PROVISIONS,"USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to:

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
	Alexandria, Virginia		Maryland Transit Administration
	Arlington County, Virginia		Metropolitan Washington Airports Authority
	Arlington Public Schools, Virginia		Metropolitan Washington Council of Governments
	Bladensburg, Maryland		Montgomery College
	Bowie, Maryland		Montgomery County, Maryland
	Charles County Public Schools, MD		Montgomery County Public Schools
	College Park, Maryland		Northern Virginia Community College
	Culpeper County, Virginia		Omni Ride
	District of Columbia		Potomac & Rappahannock Trans. Commission
	District of Columbia Courts		Prince George's County, Maryland
	District of Columbia Public Schools		Prince George's County Public Schools
	DC Water and Sewer Authority		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Public Schools, VA
	Fairfax, Virginia (City)		Prince William County Service Authority
	Falls Church, Virginia		Rockville, Maryland
	Fauquier County Government and Schools, Virginia		Spotsylvania County Schools, Virginia
	Frederick, Maryland		Stafford County, Virginia
	Frederick County Maryland		Takoma Park, Maryland
	Gaithersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland		Vienna, Virginia
	Herndon, Virginia		Virginia Railway Express
	Leesburg, Virginia		Washington Metropolitan Area Transit Authority
	Loudoun County, Virginia		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		

Complete and return this form with your proposal.

Vendor Name

APPENDIX D

BUSINESS CLASSIFICATION SCHEDULE

PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

Examples:

- A small Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority-Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government Agency/Public Body" in Step 1.

Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.	
<input type="checkbox"/> Small	<input type="checkbox"/> Large <input type="checkbox"/> Non-Profit <input type="checkbox"/> Government Agency/Public Body <input type="checkbox"/> Shelter Workshop
Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.	
<input type="checkbox"/> Women-Owned	<input type="checkbox"/> Minority-Owned <input type="checkbox"/> Service-Disabled Veteran-Owned

DEFINITIONS

Small Business/Organization – "Small business" means a business that is at least 51% independently owned and controlled 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 these individual owners shall control both the management and daily business operations of the small business.

Minority Business – is a business concern that is at least 51% owned by one or more minority individuals 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 company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

Women-Owned Business – a business concern 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 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 who are U.S. citizens or legal resident aliens.

Service-Disabled Veteran – means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

Service-Disabled Veteran-Owned Business – is a business that is at least 51 percent owned by one or more service-disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

Shelter Workshop – a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience in the workshop.

APPENDIX D



**COUNTY OF FAIRFAX
DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Fax: 703-324-3228**

SUBCONTRACTOR (S) NOTIFICATION FORM

Solicitation/Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification: _____

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited solicitation, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor. Please complete this form and return it to this office with your submission.

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

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

Complete and return this form with your proposal.

APPENDIX E

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 Washington

APPENDIX E

AgencyName	State	Native Hawaiian Hospitality	
Malama Honua Public Charter School	HI	Association	HI
ST JOHN THE BAPTIST	HI	Islands Hospice Inc	HI
Waimanalo Elementary and		St. Theresa School	HI
Intermediate School	HI	Hawaii Peace and Justice	HI
Kailua High School	HI	Kauai Youth Basketball Association	HI
PACIFIC BUDDHIST ACADEMY	HI	NA HALE O MAUI	HI
HAWAII TECHNOLOGY ACADEMY	HI	LEEWARD HABITAT FOR HUMANITY	HI
CONGREGATION OF CHRISTIAN		WAIANAE COMMUNITY OUTREACH	HI
BROTHERS OF HAWAII, INC.	HI	NA LEI ALOHA FOUNDATION	HI
MARYKNOLL SCHOOL	HI	HAWAII FAMILY LAW CLINIC DBA ALA	
ISLAND SCHOOL	HI	KUOLA	HI
STATE OF HAWAII, DEPT. OF		BUILDING INDUSTRY ASSOCIATION OF	
EDUCATION	HI	HAWAII	HI
KE KULA O S. M. KAMAKAU	HI	UNIVERSITY OF HAWAII FEDERAL	
KAMEHAMEHA SCHOOLS	HI	CREDIT UNION	HI
HANAHAU`OLI SCHOOL	HI	LANAKILA REHABILITATION CENTER	
KIHEI CHARTER SCHOOL	HI	INC.	HI
EMMANUAL LUTHERAN SCHOOL	HI	POLYNESIAN CULTURAL CENTER	HI
School Lunch Program	HI	CTR FOR CULTURAL AND TECH	
Ewa Makai Middle School	HI	INTERCHNG BETW EAST AND WEST	HI
Variety School of Hawaii	HI	BISHOP MUSEUM	HI
Our Savior Lutheran School	HI	ALOCHOLIC REHABILITATION SVS OF HI	
Maui Police Department	HI	INC DBA HINA MAUKA	HI
BOARD OF WATER SUPPLY	HI	ASSOSIATION OF OWNERS OF KUKUI	
MAUI COUNTY COUNCIL	HI	PLAZA	HI
Kauai County Council	HI	MAUI ECONOMIC DEVELOPMENT	
Honolulu Fire Department	HI	BOARD	HI
COUNTY OF MAUI	HI	NETWORK ENTERPRISES, INC.	HI
DEPARTMENT OF EDUCATION	HI	HONOLULU HABITAT FOR HUMANITY	HI
Lanai Community Health Center	HI	ALOHACARE	HI
Maui High Band Booster Club	HI	ORI ANUENUE HALE, INC.	HI
Big Brothers Big Sisters	HI	IUPAT, DISTRICT COUNCIL 50	HI
Tri-Isle Resource Conservation and		GOODWILL INDUSTRIES OF HAWAII,	
Development District	HI	INC.	HI
Manoa Heritage Center	HI	HAROLD K.L. CASTLE FOUNDATION	HI
Olanur	HI	MAUI ECONOMIC OPPORTUNITY, INC.	HI
Kumulani Chapel	HI	EAH, INC.	HI
Chamber of Commerce Hawaii	HI	PARTNERS IN DEVELOPMENT	
Naalehu Assembly of God	HI	FOUNDATION	HI
outrigger canoe club	HI	HABITAT FOR HUMANITY MAUI	HI
One Kalakaua	HI	W. M. KECK OBSERVATORY	HI

APPENDIX E

HAWAII EMPLOYERS COUNCIL	HI	Puu Heleakala Community Association	HI
HAWAII STATE FCU	HI	Saint Louis School	HI
MAUI COUNTY FCU	HI	Kailua Racquet Club, Ltd.	HI
PUNAHOU SCHOOL	HI	Homewise Inc.	HI
YMCA OF HONOLULU	HI	Hawaii Baptist Academy	HI
EASTER SEALS HAWAII	HI	Kroc Center Hawaii	HI
AMERICAN LUNG ASSOCIATION	HI	Kupu	HI
Pohaha I Ka Lani	HI	University of the Nations	HI
Hawaii Area Committee	HI	ARGOSY UNIVERSITY	HI
Tri-Isle RC&D	HI	HAWAII PACIFIC UNIVERSITY	HI
Lanai Federal Credit Union	HI	UNIVERSITY OF HAWAII AT MANOA	HI
Hawaii Bicycling League	HI	RESEARCH CORPORATION OF THE	
Aloha United Way	HI	UNIVERSITY OF HAWAII	HI
Kipuka o Ke Ola	HI	BRIGHAM YOUNG UNIVERSITY -	
READ TO ME INTERNATIONAL		HAWAII	HI
FOUNDATION	HI	Kauai Community College	HI
MAUI FAMILY YMCA	HI	University Clinical Research and	
WAILUKU FEDERAL CREDIT UNION	HI	Association	HI
ST. THERESA CHURCH	HI	Hawaii Medical College	HI
HALE MAHAOLU	HI	CHAMINADE UNIVERSITY OF	
West Maui Community Federal Credit		HONOLULU	HI
Union	HI	Ricoh	HI
Hawaii Island Humane Society	HI	ROMAN CATHOLIC CHURCH IN THE	
Western Pacific Fisheries Council	HI	STATE OF HAWAII	HI
Kama'aina Care Inc	HI	Hawaii Information Consortium	HI
International Archaeological Research		Leeward Community Church	HI
Institute, Inc.	HI	E Malama In Keiki O Lanai	HI
Community Empowerment Resources	HI	Keawala'i Congregational Church	HI
Tutu and Me Traveling Preschool	HI	Lanai Community Hospital	HI
First United Methodist Church	HI	Angels at Play Preschool &	
United Chinese Society	HI	Kindergarten	HI
Haggai Institue	HI	Queen Emma Gardens AOA	HI
St. Francis Healthcare System	HI	FAMILY SUPPORT SERVICES OF WEST	
AOAO Royal Capitol Plaza	HI	HAWAII	HI
Kumpang Lanai	HI	Honolulu Community College	HI
Child and Family Service	HI	COLLEGE OF THE MARSHALL ISLANDS	HI
MARINE SURF WAIKIKI, INC.	HI	DOT Airports Division Hilo	
Hawaii Health Connector	HI	International Airport	HI
Hawaii Carpenters Market Recovery		Judiciary - State of Hawaii	HI
Program Fund	HI	ADMIN. SERVICES OFFICE	HI
Maui Aids Foundation Inc	HI	SOH- JUDICIARY CONTRACTS AND	
Pukalani Baptist Church	HI	PURCH	HI

APPENDIX E

STATE DEPARTMENT OF DEFENSE	HI	Hanamaulu	HI
HAWAII CHILD SUPPORT		Hanapepe	HI
ENFORCEMENT AGENCY	HI	Hauula	HI
HAWAII HEALTH SYSTEMS		Hawaii National Park	HI
CORPORATION	HI	Hawaiian Ocean View	HI
HAWAII AGRICULTURE RESEARCH		Hawi	HI
CENTER	HI	Hickam AFB	HI
STATE OF HAWAII	HI	Hilo	HI
Third Judicial Circuit - State of Hawaii	HI	Holualoa	HI
State of Hawaii Department of		Honaunau	HI
Transportation	HI	Honokaa	HI
Office of the Governor	HI	Honolulu	HI
State of Hawaii-Department of Health-		Honomu	HI
Disability & Communication Access	HI	Hoolehua	HI
State of Hawaii Department of Human		Kaaawa	HI
Services	HI	Kahuku	HI
CITY AND COUNTY OF HONOLULU	HI	Kahului	HI
Lanai Youth Center	HI	Kailua	HI
Silver Dolphin Bistro	HI	Kailua Kona	HI
Commander, Navy Region Hawaii	HI	Kalaheo	HI
US Navy	HI	Kalaupapa	HI
Defense Information System Agency	HI	Kamuela	HI
84th Engineer Battalion	HI	Kaneohe	HI
Department of Veterans Affairs	HI	Kapaa	HI
Hawaii County	HI	Kapaau	HI
Honolulu County	HI	Kapolei	HI
Kauai County	HI	Kaumakani	HI
Maui County	HI	Kaunakakai	HI
Kalawao County	HI	Kawela Bay	HI
Aiea	HI	Keaau	HI
Anahola	HI	Kealakekua	HI
Barbers Point N A S	HI	Kealia	HI
Camp H M Smith	HI	Keauhou	HI
Captain Cook	HI	Kekaha	HI
Eleele	HI	Kihei	HI
Ewa Beach	HI	Kilauea	HI
Fort Shafter	HI	Koloa	HI
Haiku	HI	Kualapuu	HI
Hakalau	HI	Kula	HI
Haleiwa	HI	Kunia	HI
Hana	HI	Kurtistown	HI
Hanalei	HI	Lahaina	HI

APPENDIX E

Laie	HI	Chaminade University of Honolulu	HI
Lanai City	HI	Hawaii Business College	HI
Laupahoehoe	HI	Hawaii Pacific University	HI
Lawai	HI	Hawaii Technology Institute	HI
Lihue	HI	Heald College - Honolulu	HI
M C B H Kaneohe Bay	HI	Remington College - Honolulu Campus	HI
Makawao	HI	University of Phoenix - Hawaii Campus	HI
Makaweli	HI	Hawaii Community College	HI
Maunaloa	HI	Honolulu Community College	HI
Mililani	HI	Kapiolani Community College	HI
Mountain View	HI	Kauai Community College	HI
Naalehu	HI	Leeward Community College	HI
Ninole	HI	Maui Community College	HI
Ocean View	HI	University of Hawaii at Hilo	HI
Ookala	HI	University of Hawaii at Manoa	HI
Paaupau	HI	Windward Community College	HI
Paaui	HI	Canby School District No 86	OR
Pahala	HI	Central School District 13J (Polk	
Pahoa	HI	County, Oregon)	OR
Paia	HI	Milton-Freewater Unified School	
Papaaloa	HI	District No 7	OR
Papaikou	HI	Scappoose Adventist School	OR
Pearl City	HI	Ontario School District 8C	OR
Pearl Harbor	HI	Trillium Charter School	OR
Pepeekeo	HI	Echo School District	OR
Princeville	HI	Warrenton Hammond School	OR
Pukalani	HI	Phoenix-Talent Schools	OR
Puunene	HI	Immanuel Lutheran School	OR
Schofield Barracks	HI	The Emerson School	OR
Tripler Army Medical Center	HI	Columbia Academy	OR
Volcano	HI	VALLEY CATHOLIC SCHL	OR
Wahiawa	HI	CROOK COUNTY SCHOOL DISTRICT	OR
Waialua	HI	CORBETT SCHL DIST #39	OR
Waianae	HI	Trinity Lutheran Church and School	OR
Waikoloa	HI	Bethel School District #52	OR
Wailuku	HI	OREGON CITY PUBLIC SCHL	OR
Waimanalo	HI	Ppmc Education Committee	OR
Waimea	HI	Stayton Christian School	OR
Waipahu	HI	South Columbia Family School	OR
Wake Island	HI	Sunrise Preschool	OR
Wheeler Army Airfield	HI	St. Therese Parish/School	OR
Brigham Young University - Hawaii	HI	PINE-EAGLE SCHOOL DISTRICT 061	OR

APPENDIX E

Portland YouthBuilders	OR	WILLAMETTE EDUCATION SERVICE	
Wallowa County ESD	OR	DISTRICT	OR
Fern Ridge School District 28J	OR	BAKER COUNTY SCHOOL DIST. 16J -	
Knova Learning	OR	MALHEUR ESD	OR
Jackson County School District No. 5	OR	HARNEY EDUCATION SERVICE DISTRICT	OR
New Horizon Christian School	OR	GREATER ALBANY PUBLIC SCHOOL	
MOLALLA RIVER ACADEMY	OR	DISTRICT	OR
HIGH DESERT EDUCATION SERVICE		LAKE OSWEGO SCHOOL DISTRICT 7J	OR
DISTRICT	OR	SOUTHERN OREGON EDUCATION	
St. Luke Catholic School	OR	SERVICE DISTRICT	OR
SOUTHWEST CHARTER SCHOOL	OR	SILVER FALLS SCHOOL DISTRICT	OR
WHITEAKER MONTESSORI SCHOOL	OR	St Helens School District	OR
CASCADES ACADEMY OF CENTRAL		DAYTON SCHOOL DISTRICT NO.8	OR
OREGON	OR	Amity School District 4-J	OR
NEAH-KAH-NIE DISTRICT NO.56	OR	SCAPPOOSE SCHOOL DISTRICT 1J	OR
INTER MOUNTAIN ESD	OR	REEDSPORT SCHOOL DISTRICT	OR
STANFIELD SCHOOL DISTRICT	OR	FOREST GROVE SCHOOL DISTRICT	OR
LA GRANDE SCHOOL DISTRICT	OR	DAVID DOUGLAS SCHOOL DISTRICT	OR
CASCADE SCHOOL DISTRICT	OR	LOWELL SCHOOL DISTRICT NO.71	OR
DUFUR SCHOOL DISTRICT NO.29	OR	TIGARD-TUALATIN SCHOOL DISTRICT	OR
hillsboro school district	OR	SHERWOOD SCHOOL DISTRICT 88J	OR
GASTON SCHOOL DISTRICT 511J	OR	RAINIER SCHOOL DISTRICT	OR
BEAVERTON SCHOOL DISTRICT	OR	NORTH CLACKAMAS SCHOOL DISTRICT	OR
COUNTY OF YAMHILL SCHOOL		MONROE SCHOOL DISTRICT NO.1J	OR
DISTRICT 29	OR	CHILDPEACE MONTESSORI	OR
WILLAMINA SCHOOL DISTRICT	OR	HEAD START OF LANE COUNTY	OR
MCMINNVILLE SCHOOL DISTRICT		HARNEY COUNTY SCHOOL DIST. NO.3	OR
NO.40	OR	NESTUCCA VALLEY SCHOOL DISTRICT	
Sheridan School District 48J	OR	NO.101	OR
THE CATLIN GABEL SCHOOL	OR	ARCHBISHOP FRANCIS NORBERT	
NORTH WASCO CTY SCHOOL DISTRICT		BLANCHET SCHOOL	OR
21 - CHENOWITH	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR	MT.SCOTT LEARNING CENTERS	OR
CANYONVILLE CHRISTIAN ACADEMY	OR	SEVEN PEAKS SCHOOL	OR
OUR LADY OF THE LAKE SCHOOL	OR	DE LA SALLE N CATHOLIC HS	OR
NYSSA SCHOOL DISTRICT NO. 26	OR	MULTISENSORY LEARNING ACADEMY	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR	MITCH CHARTER SCHOOL	OR
LIVINGSTONE ADVENTIST ACADEMY	OR	REALMS CHARTER SCHOOL	OR
Santiam Canyon SD 129J	OR	BAKER SCHOOL DISTRICT 5-J	OR
WEST HILLS COMMUNITY CHURCH	OR	PHILOMATH SCHOOL DISTRICT	OR
BANKS SCHOOL DISTRICT	OR	CLACKAMAS EDUCATION SERVICE	
		DISTRICT	OR

APPENDIX E

CANBY SCHOOL DISTRICT	OR	CENTRAL POINT SCHOOL DISTRICT NO.	
OREGON TRAIL SCHOOL DISTRICT		6	OR
NO.46	OR	JACKSON CO SCHOOL DIST NO.9	OR
WEST LINN WILSONVILLE SCHOOL		ROGUE RIVER SCHOOL DISTRICT NO.35	OR
DISTRICT	OR	MEDFORD SCHOOL DISTRICT 549C	OR
MOLALLA RIVER SCHOOL DISTRICT		CULVER SCHOOL DISTRICT NO.	OR
NO.35	OR	JEFFERSON COUNTY SCHOOL DISTRICT	
ESTACADA SCHOOL DISTRICT NO.108	OR	509-J	OR
GLADSTONE SCHOOL DISTRICT	OR	GRANTS PASS SCHOOL DISTRICT 7	OR
ASTORIA SCHOOL DISTRICT 1C	OR	LOST RIVER JR/SR HIGH SCHOOL	OR
SEASIDE SCHOOL DISTRICT 10	OR	KLAMATH FALLS CITY SCHOOLS	OR
NORTHWEST REGIONAL EDUCATION		LANE COUNTY SCHOOL DISTRICT 4J	OR
SERVICE DISTRICT	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
VERNONIA SCHOOL DISTRICT 47J	OR	CRESWELL SCHOOL DISTRICT	OR
SOUTH COAST EDUCATION SERVICE		SOUTH LANE SCHOOL DISTRICT 45J3	OR
DISTRICT	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
COOS BAY SCHOOL DISTRICT NO.9	OR	SIUSLAW SCHOOL DISTRICT	OR
COOS BAY SCHOOL DISTRICT	OR	SWEET HOME SCHOOL DISTRICT NO.55	OR
NORTH BEND SCHOOL DISTRICT 13	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
COQUILLE SCHOOL DISTRICT 8	OR	ONTARIO MIDDLE SCHOOL	OR
MYRTLE POINT SCHOOL DISTRICT		GERVAIS SCHOOL DIST. #1	OR
NO.41	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
BANDON SCHOOL DISTRICT	OR	JEFFERSON SCHOOL DISTRICT	OR
BROOKING HARBOR SCHOOL DISTRICT		SALEM-KEIZER PUBLIC SCHOOLS	OR
NO.17-C	OR	MT. ANGEL SCHOOL DISTRICT NO.91	OR
REDMOND SCHOOL DISTRICT	OR	MARION COUNTY SCHOOL DISTRICT	
DESCHUTES COUNTY SD NO.6 - SISTERS		103 - WASHINGTON ES	OR
SD	OR	MORROW COUNTY SCHOOL DISTRICT	OR
DOUGLAS EDUCATION SERVICE		MULTNOMAH EDUCATION SERVICE	
DISTRICT	OR	DISTRICT	OR
ROSEBURG PUBLIC SCHOOLS	OR	GRESHAM-BARLOW SCHOOL DISTRICT	OR
GLIDE SCHOOL DISTRICT NO.12	OR	DALLAS SCHOOL DISTRICT NO. 2	OR
SOUTH UMPQUA SCHOOL DISTRICT		CENTRAL SCHOOL DISTRICT 13J	OR
#19	OR	St. Mary Catholic School	OR
YONCALLA SCHOOL DISTRICT NO.32	OR	CROSSROADS CHRISTIAN SCHOOL	OR
ELKTON SCHOOL DISTRICT NO.34	OR	ST. ANTHONY SCHOOL	OR
DOUGLAS COUNTY SCHOOL DISTRICT		Pedee School	OR
116	OR	HERITAGE CHRISTIAN SCHOOL	OR
HOOD RIVER COUNTY SCHOOL		BEND-LA PINE SCHOOL DISTRICT	OR
DISTRICT	OR	GLENDALE SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT		LINCOLN COUNTY SCHOOL DISTRICT	OR
NO.4	OR	PORTLAND PUBLIC SCHOOLS	OR

APPENDIX E

REYNOLDS SCHOOL DISTRICT	OR	Prospect School District	OR
CENTENNIAL SCHOOL DISTRICT	OR	Ashbrook Independent School	OR
NOBEL LEARNING COMMUNITIES	OR	Molalla River School District	OR
St. Stephen's Academy	OR	Corvallis School District 509J	OR
McMinnville Adventist Christian School	OR	Falls City School District #57	OR
Salem-Keizer 24J	OR	Portland Christian Schools	OR
McKay High School	OR	LUCKIAMUTE VALLEY CHARTER	
Pine Eagle Charter School	OR	SCHOOLS	OR
Bend-La Pine Schools	OR	Insight School of Oregon Painted Hills	OR
Waldo Middle School	OR	Deer Creek Elementary School	OR
OAKLAND SCHOOL DISTRICT 001	OR	Yamhill Carlton School District	OR
hermiston school district	OR	COLTON SCHL DIST 53	OR
Clear Creek Middle School	OR	ASHLAND PUBLIC SCHLS	OR
Marist High School	OR	HARRISBURG SCHL DIST	OR
Victory Academy	OR	CENTRAL CURRY SCHL DIST#1	OR
Vale School District No. 84	OR	BNAI BRITH CAMP	OR
St. Mary School	OR	OREGON FOOD BANK	OR
Junction City High School	OR	HOSANNA CHRISTIAN SCHL	OR
Three Rivers School District	OR	ABIQUA SCHL	OR
Fern Ridge School District	OR	Auxiliary services	OR
JESUIT HIGH SCHL EXEC OFC	OR	Salem keizar school district	OR
LASALLE HIGH SCHOOL	OR	Scio High School	OR
Southwest Christian School	OR	Athena Weston School District 29RJ	OR
Willamette Christian School	OR	Butte Falls School District	OR
Westside Christian High School	OR	Bend International School	OR
CS LEWIS ACADEMY	OR	Imbler School District #11	OR
Portland America School	OR	monument school	OR
Forest Hills Lutheran School	OR	PENDLETON SCHOOL DISTRICT #16R	OR
Mosier Community School	OR	Ohara Catholic School	OR
Koreducators Lep High	OR	MARCOLA SCHOOL DISTRICT 079J	OR
Warrenton Hammond School District	OR	LINN-BENTON-LINCOLN ESD	OR
Sutherlin School District	OR	Reynolds High School	OR
Malheur Elementary School District	OR	St. Paul School District	OR
Ontario School District	OR	Sabin-Schellenberg Technical Center	OR
Parkrose School District 3	OR	St Paul Parish School	OR
Riverdale School District 51J	OR	Joseph School District	OR
Tillamook School District	OR	EagleRidge High School	OR
Madeleine School	OR	Grant Community School	OR
Union School District	OR	Oak Hill School	OR
Helix School District	OR	Hope chinese charter	OR
Riddle School District	OR	Northwest Academy	OR
Helix School Dist #1 R	OR	Sunny Wolf Charter School	OR

APPENDIX E

MCKENZIE SCHOOL DISTRICT 068	OR	klamath county	OR
L'Etoile French Immersion School	OR	LANE COUNTY	OR
LA GRANDE SCHOOL DISTRICT 001	OR	LINN COUNTY	OR
FOSSIL SCHOOL DISTRICT 21J	OR	MARION COUNTY , SALEM, OREGON	OR
Marist Catholic High School	OR	MULTNOMAH COUNTY	OR
Springfield Public Schools	OR	SHERMAN COUNTY	OR
Elgin school dist.	OR	WASCO COUNTY	OR
French American International School	OR	YAMHILL COUNTY	OR
PLEASANT HILL SCH DIST #1	OR	WALLOWA COUNTY	OR
Ukiah School District 80R	OR	ASSOCIATION OF OREGON COUNTIES	OR
Lake Oswego Montessori School	OR	NAMI LANE COUNTY	OR
North Powder Charter School	OR	BENTON COUNTY	OR
Siletz Valley School	OR	DOUGLAS COUNTY	OR
WINSTON-DILLARD SCHOOL DISTRICT 116	OR	JEFFERSON COUNTY	OR
ALLIANCE CHARTER ACADEMY	OR	LAKE COUNTY	OR
French American School	OR	LINCOLN COUNTY	OR
Mastery Learning Institute	OR	POLK COUNTY	OR
North Lake School District 14	OR	UNION COUNTY	OR
Early College High School	OR	WASHINGTON COUNTY	OR
Klamath County Fire District No. 1	OR	MORROW COUNTY	OR
Washington County Consolidated Communications Agency	OR	Mckenzie Personnel Services	OR
GILLIAM COUNTY OREGON	OR	Washington County Facilities & Park Services	OR
UMATILLA COUNTY, OREGON	OR	Multnomah County Department of Community Justice	OR
LANE ELECTRIC COOPERATIVE	OR	NORCOR Juvenile Detention	OR
DOUGLAS ELECTRIC COOPERATIVE, INC.	OR	Tillamook County Estuary	OR
MULTNOMAH LAW LIBRARY	OR	Job Council	OR
clackamas county	OR	BAKER CNTY GOVT	OR
CLATSOP COUNTY	OR	TILLAMOOK CNTY	OR
COLUMBIA COUNTY, OREGON	OR	CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR
coos county	OR	Multnomah County Dept of County Assets	OR
CROOK COUNTY ROAD DEPARTMENT	OR	Wheeler County	OR
CURRY COUNTY OREGON	OR	Clackamas County Service District # 1/Tri-City Service District	OR
DESCHUTES COUNTY	OR	Resource Connections of Oregon	OR
GILLIAM COUNTY	OR	Lane County Sheriff's Office	OR
GRANT COUNTY, OREGON	OR	Clatsop County Sheriff's Office	OR
HARNEY COUNTY SHERIFFS OFFICE	OR	Harney County Community Corrections	OR
HOOD RIVER COUNTY	OR	Grant County Economic Development	OR
jackson county	OR		
josephine county	OR		

APPENDIX E

Baker County	OR	Grace Christian Fellowship	OR
Josephine County Public Works	OR	Reliance eHealth Collaborative	OR
Clackamas County Juvenile Dept	OR	Wild Rogue Youth Foundation, Inc.	OR
Columbia Basin Care Facility	OR	Grants Pass Seventh-day Adventist Church	OR
Clackamas County Disaster Management	OR	Corvallis Waldorf School	OR
City of Seaside Police Department	OR	Farmworkers Housing Development Corporation	OR
Best Care Treatment Center	OR	World Forestry Center	OR
Boys & Girls Clubs of Emerald Valley	OR	Adapt	OR
Church of Christ	OR	Kid Time	OR
GWPMS	OR	Oregon Farm Bureau	OR
Operation Christmas	OR	Mt Emily Safe Center	OR
Dove Medical	OR	Salem First Presbyterian Church	OR
Literary Expectations dba Moore Academy	OR	Rolling Hills Baptist Church	OR
Love Thy Neighbor services	OR	Baker Elks	OR
Tamarack Aquatic Center	OR	Gates Community Church of Christ	OR
Seven Feathers Casino	OR	PIP Corps LLC	OR
Direction Service, Inc.	OR	Turtle Ridge Wildlife Center	OR
Oliver P Lent PTA	OR	Grande Ronde Model Watershed Foundation	OR
Kairos	OR	Western Environmental Law Center	OR
Willamette Valley Rehab Center	OR	Oregon District 7 Little League	OR
St Paul Baptist Church	OR	Mercy Flights, Inc.	OR
Long Tom Watershed Council	OR	Metropolitan Contractor Improvement Partnership	OR
San Martin Deporres Catholic Church	OR	The Christian Church of Hillsboro Oregonb	OR
Portland Parks Foundation	OR	Congregation Neveh Shalom	OR
Sweet Home United Methodist Church	OR	My Fathers House	OR
Math Learning Center, The	OR	Step Forward Activities Inc	OR
Maranatha Church	OR	HHoly Trinity Greek Orthodox Cathedral	OR
Cedar Hills Baptist Church	OR	MECOP Inc.	OR
Good Samaritan Ministries	OR	Workforce Northwest Inc	OR
New Hope Christain College	OR	Lane Arts Council	OR
Unitarian Universalist Church in Eugene	OR	Building Healthy Family	OR
Emmanuel Bible Church	OR	Integral Youth Services	OR
Portland Community Media	OR	Children Center At Trinity	OR
La Pine Chamber of Commerce	OR	OUR SAVIOR'S LUTHERAN CHURCH	OR
Stone Creek Christian Church	OR	Beaverton Christians Church	OR
Rogue Valley Youth Football	OR	Oregon Humanities	OR
Bend Elks Lodge 1371	OR		
Friendly House, Inc.	OR		
Klamath Siskiyou Wildlands Center	OR		

APPENDIX E

St. Pius X School	OR	Independent Development Enterprise Alliance	OR
Community Connection of Northeast Oregon, Inc.	OR	MID-WILLAMETTE VALLEY	
St Mark Presbyterian Church	OR	COMMUNITY ACTION AGENCY, INC	OR
Living Opportunities, Inc.	OR	HALFWAY HOUSE SERVICES, INC.	OR
Coos Art Museum	OR	REDMOND PROFICIENCY ACADEMY	OR
OETC	OR	OHSU FOUNDATION	OR
Blanchet House of Hospitality	OR	SHELTERCARE	OR
Garten Services Inc	OR	PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
Incite Incorporated	OR	PACIFIC INSTITUTES FOR RESEARCH	OR
Merchants Exchange of Portland, Oregon	OR	Mental Health for Children, Inc.	OR
Coalition for a Livable Future	OR	The Dreaming Zebra Foundation	OR
West Salem United Methodist	OR	LAUREL HILL CENTER	OR
Rogue River Watershed Council	OR	THE OREGON COMMUNITY FOUNDATION	OR
Central Oregon Visitors Association	OR	OCHIN	OR
Soroptimist International of Gold Beach, OR	OR	WE CARE OREGON	OR
Real Life Christian Church	OR	SE WORKS	OR
Milwaukie-Portland Lodge No.142		ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR
Benevolent and Protective Order of Elk	OR	OMNIMEDIX INSTITUTE	OR
Mainstage Theatre Company	OR	PORTLAND BUSINESS ALLIANCE	OR
Dayton Christian Church	OR	GATEWAY TO COLLEGE NATIONAL NETWORK	OR
Delphian School	OR	FOUNDATIONS FOR A BETTER OREGON	OR
AVON	OR	GOAL ONE COALITION	OR
EPUD-Emerald People's Utility District	OR	ATHENA LIBRARY FRIENDS ASSOCIATION	OR
Human Solutions, Inc.	OR	Coastal Family Health Center	OR
The Wallace Medical Concern	OR	CENTER FOR COMMUNITY CHANGE	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR	STAND FOR CHILDREN	OR
The Ross Ragland Theater and Cultural Center	OR	ST. VINCENT DEPAUL OF LANE COUNTY	OR
Girl Scouts of Oregon and SW Washington, Inc.	OR	EAST SIDE FOURSQUARE CHURCH	OR
Cedar Sinai Park-Robison Jewish Healthcare	OR	CORVALLIS MOUNTAIN RESCUE UNIT	OR
Cascade Health Solutions	OR	InventSuccess	OR
Umpqua Community Health Center	OR	SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
ALZHEIMERS NETWORK OF OREGON	OR	The Blosser Center for Dyslexia Resources	OR
NATIONAL WILD TURKEY FEDERATION	OR	MOSAIC CHURCH	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR		
LIFEWORKS NW	OR		

APPENDIX E

HOUSING AUTHORITY OF LINCOLN COUNTY	OR	ST VINCENT DE PAUL OUTSIDE IN	OR
RENEWABLE NORTHWEST PROJECT	OR	UNITED CEREBRAL PALSY OF OR AND SW WA	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR	WILLAMETTE VIEW INC.	OR
CONSERVATION BIOLOGY INSTITUTE	OR	PORTLAND HABILITATION CENTER, INC.	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR	ROSE VILLA, INC.	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR	ROGUE FEDERAL CREDIT UNION	OR
OREGON EDUCATION ASSOCIATION	OR	Oregon Research Institute	OR
HEARING AND SPEECH INSTITUTE INC	OR	WILLAMETTE LUTHERAN HOMES, INC	OR
SALEM ELECTRIC	OR	LANE MEMORIAL BLOOD BANK	OR
MORRISON CHILD AND FAMILY SERVICES	OR	PORTLAND JEWISH ACADEMY	OR
JUNIOR ACHIEVEMENT	OR	LANECO FEDERAL CREDIT UNION	OR
CENTRAL BIBLE CHURCH	OR	GRANT PARK CHURCH	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR	ST. MARYS OF MEDFORD, INC.	OR
TRILLIUM FAMILY SERVICES, INC.	OR	US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
YWCA SALEM	OR	FAITHFUL SAVIOR MINISTRIES	OR
PORTLAND ART MUSEUM	OR	OREGON CITY CHURCH OF THE NAZARENE	OR
SAINT JAMES CATHOLIC CHURCH	OR	OREGON COAST COMMUNITY ACTION	OR
SOUTHERN OREGON HUMANE SOCIETY	OR	EDUCATION NORTHWEST	OR
VOLUNTEERS OF AMERICA OREGON	OR	COMMUNITY ACTION TEAM, INC.	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR	EUGENE SYMPHONY ASSOCIATION, INC.	OR
METROPOLITAN FAMILY SERVICE	OR	STAR OF HOPE ACTIVITY CENTER INC.	OR
OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR	SPARC ENTERPRISES	OR
FIRST UNITARIAN CHURCH	OR	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR
ST. ANTHONY CHURCH	OR	SALEM ALLIANCE CHURCH	OR
Good Shepherd Medical Center	OR	Lane Council of Governments	OR
Salem Academy	OR	FORD FAMILY FOUNDATION	OR
GEN CONF OF SDA CHURCH WESTERN	OR	TRAILS CLUB	OR
OR	OR	NEWBERG FRIENDS CHURCH	OR
PORTLAND ADVENTIST ACADEMY	OR		

APPENDIX E

WOODBURN AREA CHAMBER OF COMMERCE	OR	SPONSORS, INC.	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR	COLUMBIA COMMUNITY MENTAL HEALTH	OR
CITY BIBLE CHURCH	OR	ADDICTIONS RECOVERY CENTER, INC	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR	METRO HOME SAFETY REPAIR PROGRAM	OR
PORTLAND WOMENS CRISIS LINE	OR	OREGON SUPPORTED LIVING PROGRAM	OR
THE SALVATION ARMY - CASCADE DIVISION	OR	SOUTH COAST HOSPICE, INC.	OR
WILLAMETTE FAMILY	OR	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
WHITE BIRD CLINIC	OR	The International School	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR	REBUILDING TOGETHER - PORTLAND INC.	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR	PENDLETON ACADEMIES	OR
HOUSING NORTHWEST	OR	PACIFIC FISHERY MANAGEMENT COUNCIL	OR
OREGON ENVIRONMENTAL COUNCIL	OR	DOGS FOR THE DEAF, INC.	OR
MEALS ON WHEELS PEOPLE, INC.	OR	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR
FAITH CENTER	OR	EMMAUS CHRISTIAN SCHOOL	OR
OREGON CHILD DEVELOPMENT COALITION	OR	DELIGHT VALLEY CHURCH OF CHRIST	OR
Bob Belloni Ranch, Inc.	OR	SAINT CATHERINE OF SIENA CHURCH	OR
GOOD SHEPHERD COMMUNITIES	OR	PORT CITY DEVELOPMENT CENTER	OR
SACRED HEART CATHOLIC DAUGHTERS	OR	VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR
HELP NOW! ADVOCACY CENTER	OR	CENTRAL CITY CONCERN	OR
TENAS ILLAHEE CHILDCARE CENTER	OR	CANBY FOURSQUARE CHURCH	OR
SUNRISE ENTERPRISES	OR	EMERALD PUD	OR
LOOKING GLASS YOUTH AND FAMILY SERVICES	OR	VERMONT HILLS FAMILY LIFE CENTER	OR
SERENITY LANE	OR	BENTON HOSPICE SERVICE	OR
EAST HILL CHURCH	OR	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
LA GRANDE UNITED METHODIST CHURCH	OR	COMMUNITY CANCER CENTER	OR
COAST REHABILITATION SERVICES	OR	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
Edwards Center Inc	OR	CASCADIA BEHAVIORAL HEALTHCARE	OR
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR	WILD SALMON CENTER	OR
NEW HOPE COMMUNITY CHURCH	OR	BROAD BASE PROGRAMS INC.	OR
KLAMATH HOUSING AUTHORITY	OR	SUNNYSIDE FOURSQUARE CHURCH	OR
QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.	OR	TRAINING EMPLOYMENT CONSORTIUM	OR

APPENDIX E

RELEVANT LIFE CHURCH	OR	SMART	OR
211INFO	OR	All God's Children International	OR
SONRISE CHURCH	OR	FARMWORKER HOUSING DEV CORP	OR
LIVING WAY FELLOWSHIP	OR	UMPQUA COMMUNITY DEVELOPMENT	
Women's Safety & Resource Center	OR	CORPORATION	OR
SEXUAL ASSAULT RESOURCE CENTER	OR	REGIONAL ARTS AND CULTURE	
IRCO	OR	COUNCIL	OR
NORTHWEST YOUTH CORPS	OR	THE EARLY EDUCATION PROGRAM,	
TILLAMOOK CNTY WOMENS CRISIS		INC.	OR
CENTER	OR	MACDONALD CENTER	OR
SECURITY FIRST CHILD DEVELOPMENT		EVERGREEN AVIATION MUSEUM AND	
CENTER	OR	CAP. MICHAEL KING.	OR
CLASSROOM LAW PROJECT	OR	SELF ENHANCEMENT INC.	OR
YOUTH GUIDANCE ASSOC.	OR	FRIENDS OF THE CHILDREN	OR
PREGNANCY RESOUCCE CENTERS OF		SOUTH LANE FAMILY NURSERY DBA	
GRETER PORTLAND	OR	FAMILY RELIEF NURSE	OR
ELMIRA CHURCH OF CHRIST	OR	COMMUNITY VETERINARY CENTER	OR
JASPER MOUNTAIN	OR	PORTLAND SCHOOLS FOUNDATION	OR
ACUMENTRA HEALTH	OR	SUSTAINABLE NORTHWEST	OR
WORKSYSTEMS INC	OR	OREGON DEATH WITH DIGNITY	OR
COVENANT CHRISTIAN HOOD RIVER	OR	BIRCH COMMUNITY SERVICES, INC.	OR
OREGON DONOR PROGRAM	OR	BAY AREA FIRST STEP, INC.	OR
NAMI OREGON	OR	OSLC COMMUNITY PROGRAMS	OR
OLIVET BAPTIST CHURCH	OR	EN AVANT, INC.	OR
SILVERTON AREA COMMUNITY AID	OR	ASHLAND COMMUNITY HOSPITAL	OR
CONFEDERATED TRIBES OF GRAND		NORTHWEST ENERGY EFFICIENCY	
RONDE	OR	ALLIANCE	OR
NEIGHBORIMPACT	OR	BONNEVILLE ENVIRONMENTAL	
CATHOLIC COMMUNITY SERVICES	OR	FOUNDATION	OR
NEW AVENUES FOR YOUTH INC	OR	SUMMIT VIEW COVENANT CHURCH	OR
LA CLINICA DEL CARINO FAMILY		SALMON-SAFE INC.	OR
HEALTH CARE CENTER	OR	BETHEL CHURCH OF GOD	OR
DECISION SCIENCE RESEARCH		PROVIDENCE HOOD RIVER MEMORIAL	
INSTITUTE, INC.	OR	HOSPITAL	OR
WESTERN STATES CENTER	OR	SAINT ANDREW NATIVITY SCHOOL	OR
HIV ALLIANCE, INC	OR	BARLOW YOUTH FOOTBALL	OR
PARTNERSHIPS IN COMMUNITY		SPOTLIGHT THEATRE OF PLEASANT	
LIVING, INC.	OR	HILL	OR
FANCONI ANEMIA RESEARCH FUND		FAMILIES FIRST OF GRANT COUNTY,	
INC.	OR	INC.	OR
BLIND ENTERPRISES OF OREGON	OR	TOUCHSTONE PARENT ORGANIZATION	OR
OREGON BALLET THEATRE	OR	CANCER CARE RESOURCES	OR

APPENDIX E

CASCADIA REGION GREEN BUILDING		PDX Wildlife	OR
COUNCIL	OR	Friends of the Opera House	OR
SHERMAN DEVELOPMENT LEAGUE,		Jackson-Josephine 4-C Council	OR
INC.	OR	North Coast Family Fellowship	OR
SCIENCEWORKS	OR	P E C I	OR
WORD OF LIFE COMMUNITY CHURCH	OR	Childsworld Learning Center	OR
SOCIAL VENTURE PARTNERS		Portland Schools Alliance	OR
PORTLAND	OR	New Artists Performing Arts	
OREGON PROGRESS FORUM	OR	Productions, Inc.	OR
CENTER FOR RESEARCH TO PRACTICE	OR	Relief Nursery	OR
WESTERN RIVERS CONSERVANCY	OR	St. Mary's Episcopal Church	OR
UNITED WAY OF THE COLUMBIA		Viking Sal Senior Center	OR
WILLAMETTE	OR	Boys and Girls Club of the rogue valley	OR
EUGENE BALLET COMPANY	OR	Lincoln City Chamber of Commerce	OR
EAST WEST MINISTRIES		DrupalCon Inc., DBA Drupal	
INTERNATIONAL	OR	Association	OR
SISKIYOU INITIATIVE	OR	Albany Partnership for Housing and	
EDUCATIONAL POLICY IMPROVEMENT		Community Development	OR
CENTER	OR	SEED OF FAITH MINISTRIES	OR
North Pacific District of Foursquare		Hermiston Christian Center & School	OR
Churches	OR	SALEM FREE CLINICS	OR
CATHOLIC CHARITIES	OR	Dress for Success Oregon	OR
FIRST CHURCH OF THE NAZARENE	OR	Beaverton Rock Creek Foursquare	
WESTSIDE BAPTIST CHURCH	OR	Church	OR
Housing Development Center	OR	St Paul Catholic Church	OR
Hoodview Christian Church	OR	St Mary's Catholic School and Parish	OR
Child Evangelism Fellowship	OR	Polk Soil and Water Conservation	
Little Promises Children's Program	OR	District	OR
UNION GOSPEL MISSION	OR	Street Ministry	OR
GRACE BAPTIST CHURCH	OR	La Grande Church of the Nazarene	OR
COMMUNITY ACTION ORGANIZATION	OR	Spruce Villa, Inc.	OR
OUTSIDE IN	OR	OREGON SCHOOL BOARDS	
MAKING MEMORIES BREAST CANCER		ASSOCIATION	OR
FOUNDATION, INC.	OR	House of Prayer for All Nations	OR
ELAW	OR	Sacred Heart Catholic Church	OR
COMMUNITY HEALTH CENTER, INC	OR	African American Health Coaliton, Inc.	OR
Greater Portland INC	OR	Happy Canyon Company	OR
Eugene Builders Exchange	OR	Village Home Education Resource	
Boys & Girls Club of Corvallis	OR	Center	OR
Southeast Uplift Neighborhood		Monet's Children's Circle	OR
Coalition	OR	Cascade Housing Association	OR
First United Presbyterian Church	OR	Dayspring Fellowship	OR

APPENDIX E

Northwest Habitat Institute	OR	YMCA OF ASHLAND	OR
Winding Waters Medical Clinic	OR	YMCA OF COLUMBIA-WILLAMETTE	
Sacred Heart-St Louis Parish	OR	ASSOCIATION SERVICES	OR
First Baptist Church	OR	Multnomah Law Library	OR
The Nature Conservancy, Willamette		Friends Of Tryon Creek State P	OR
Valley Field Office	OR	Ontrack Inc.	OR
Serenity Lane Health Services	OR	Calvin Presbyterian Church	OR
Portland Community Reinvestment		HOLT INTL CHILD	OR
Initiatives, Inc.	OR	St John The Baptist Catholic	OR
Christians As Family Advovates	OR	Portland Foursquare Church	OR
GeerCrest Farm & Historical Society	OR	Portland Christian Center	OR
College United Methodist Church	OR	Church Extension Plan	OR
The Collins Foundation	OR	Occu Afghanistan Relief Effort	OR
Prince of Peace Lutheran Church &		EUGENE FAMILY YMCA	OR
School	OR	Christ The King Parish and School	OR
NEDCO	OR	Newberg Christian Church	OR
Salem Evangelical Church	OR	First United Methodist Church	OR
Wild Lilac Child Development		Zion Lutheran Church	OR
Community	OR	Southwest Bible Church	OR
Daystar Education, Inc.	OR	Community Works Inc	OR
Oregon Social Learning Center	OR	Masonic Lodge Pearl 66	OR
Pain Society of Oregon	OR	Molalla Nazarene Church	OR
environmental law alliance worldwide	OR	Transition Projects, Inc	OR
Eugene Country Club	OR	St Michaels Episcopal Church	OR
Community in Action	OR	Saint Johns Catholich Church	OR
Willamette Valley Baptist Church	OR	Access Inc	OR
Curry County Habitat for Humanity	OR	Community Learning Center	OR
Northwood Christian Church	OR	Old Mill Center for Children and	
Tuality Healthcare	OR	Families	OR
Safe Harbors	OR	Sunny Oaks Inc	OR
FIRST CHRISTIAN CHURCH	OR	Hospice Center Bend La Pine	OR
Pacific Classical Ballet	OR	Westside Foursquare Church	OR
Depaul Industries	OR	Relief Nursery Inc	OR
African American Health Coalition	OR	Morning Star Community Church	OR
Jesus Prayer Book	OR	MULTNOMAH DEFENDERS INC	OR
Coalition Of Community Health	OR	Providence Health System	OR
River Network	OR	Holy Trinity Catholic Church	OR
CCI Enterprises Inc	OR	Holy Redeemer Catholic Church	OR
Oregon Nurses Association	OR	Alliance Bible Church	OR
GOODWILL INDUSTRIES OF THE		CARE OREGON	OR
COLUMBIA WILLAMETTE	OR	Mid Columbia Childrens Council	OR
Mount Angel Abbey	OR	HUMANE SOCIETY OF REDMOND	OR

APPENDIX E

Our Redeemer Lutheran Church	OR	The ALS Association Oregon and SW	
Kbps Public Radio	OR	Washington Chapter	OR
Skyball Salem Keizer Youth Bas	OR	Children's Relief Nursery	OR
Open Technology Center	OR	Home Builders	OR
Grace Chapel	OR	New Life Baptist Church	OR
CHILDREN'S MUSEUM 2ND	OR	Feral Cat Awareness Team	OR
Solid Rock	OR	Florence United Methodist Church	OR
West Chehalem Friends Church	OR	World of Speed	OR
Guide Dogs For The Blind	OR	SW Community Health Center	OR
Aldersgate Camps and Retreats	OR	Energy Trust of Oregon	OR
St. Katherine's Catholic Church	OR	St. Vincent de Paul Church	OR
The Alliance NW of the Christian & Missionary Alliance	OR	Fr. Bernard Youth Center	OR
Bags of Love	OR	Oregon Psychoanalytic Center	OR
Grand View Baptist Church	OR	Store to Door	OR
Green Electronics Council	OR	Oregon Translational Research and Development Insitute	OR
Scottish Rite	OR	Depaul Industries	OR
Western Wood Products Association	OR	OUR LADY OF PERPETUAL HELP	
Grace Baptist Church of St. Helens, Lil		CATHOLIC CHURCH ALBANY OREGON	OR
Learners Preschool	OR	SELCO Community Credit Union	OR
THE NEXT DOOR	OR	Prairie Baptist Church	OR
NATIONAL PSORIASIS FOUNDATION	OR	North Coast Christian Church	OR
NEW BEGINNINGS CHRISTIAN CENTER	OR	Union County Economic Development Corp.	OR
HIGHLAND UNITED CHURCH OF CHRIST	OR	Camelto Theatre Company	OR
OREGON REPERTORY SINGERS	OR	Camp Fire Columbia	OR
HIGHLAND HAVEN	OR	TAKE III OUTREACH	OR
FAIR SHARE RESEARCH AND EDUCATION FUND	OR	Rolling Hills Community Church	OR
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR	Eugene Swim and Tennis Club	OR
First Baptist Church of Enterprise	OR	Summa Institute	OR
The Canby Center	OR	Amani Center	OR
REDMOND FIRE & RESCUE	OR	Billy Webb Elks lodge #1050	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR	Silverton Senior Center	OR
McKenzie Personnel Systems	OR	First Evangelical Presbyterian Church of Oregon City	OR
OSLC COMMUNITY PROGRAMS OCP	OR	Joyful Servant Lutheran Church	OR
Oregon Nikkei Endowment	OR	Sandy Seventh-day Adventist Church	OR
Grace Community Church	OR	Muddy Creek Charter School	OR
Eastern Oregon Alcoholism Foundation	OR	A FAMILY FOR EVERY CHILD	OR
Grantmakers for Education	OR	PORT OF CASCADE LOCKS	OR
The Spiral Gallery	OR	1000 FRIENDS OF OREGON	OR
		OREGON PEDIATRIC SOCIETY	OR

APPENDIX E

NONPROFIT ASSOCIATION OF OREGON	OR	Rural Development Initiatives	OR
LUKE DORF INC	OR	Jason Lee Manor/UMRC	OR
FAMILY CARE INC	OR	Jesus Pursuit Church	OR
MEDICAL TEAMS INTL	OR	YMCA of Marion and Polk Counties	OR
Clean Slate Canine Rescue & Rehabilitation	OR	Urban Gleaners	OR
St. Martins Episcopal church	OR	PacificSource Health	OR
Food for Lane County	OR	Faith Christian Fellowship	OR
Clatsop Behavioral Healthcare	OR	Brookings Elks Lodge	OR
West Coast Hunters Convention	OR	Tualatin Lacrosse Club	OR
columbia gorge discovery center and museum	OR	Tillamook Seventh Day Adventist Church	OR
NAMI of Washington County	OR	Oregon Jewish Community Foundation	OR
American Legion Aloha Post 104	OR	East River Fellowship	OR
The Dalles Art Association	OR	Holy Family Academy	OR
Temple Beth Israel	OR	FIRST BAPTIST CHURCH OF EUGENE	OR
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR	PORTLAND METRO RESIDENTIAL SERVICES	OR
Rose Haven	OR	Peace Lutheran Church	OR
Dallas Church	OR	Living Word Christian Center	OR
OREGON STATE UNIVERSITY		Housing Authority of Douglas County	OR
BOOKSTORE INC	OR	Vietnamese Christian Community Church	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR	Forest Park Conservancy	OR
FAIRFIELD BAPTIST CHURCH	OR	Friends for Animals	OR
Sexual Assault Support Services	OR	Family Building Blocks	OR
Neskowin Valley School	OR	Greenleaf Industries	OR
RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR	Ananda Center at Laurelwood	OR
St. Joseph Shelter	OR	Goodwill Industries of Lane and South Coast	OR
The Inn Home for Boys, Inc.9138	OR	RB Pamplin Corporaion	OR
MCKENZIEWATERSHED COUNCIL	OR	Agia Sophia Academy	OR
Opportunity Connections	OR	Friends of Driftwood Library	OR
MENNONITE HOME OF ALBANY INC	OR	Consumers Power Inc.	OR
Oregon Technical Assistance Corporation	OR	A. C. Gilbert's Discovery Village	OR
Oregon And Southern Idaho Laborers Employers Training School	OR	First Lutheran Church of Astoria	OR
New Life Fellowship Church of God	OR	Fund For Christian Charity	OR
Gladstone Senior Center	OR	Deer Meadow Assisted Living	OR
Education Travel & Culture, Inc.	OR	Oregon Laborers-Employer Administrative Fund, LLC	OR
		Umpqua Basin Water Association	OR
		Alpha Lambda House Corporation	OR

APPENDIX E

St John Fisher Catholic Church Portland		HOPE LUTHERAN CHURCH	OR
Oregon	OR	Mount Pisgah Arboretum	OR
Eugene Creative Care	OR	Redeemer Lutheran Church	OR
VFW POST 4248	OR	Disjecta Contemporary Art Center	OR
The Church of Christ of Latter Day		Korean Central Covenant Church of	
Saints	OR	Eugene	OR
Cascade Height Public Charter School		Yankton Baptist Church	OR
PTA	OR	BioGift Anatomical	OR
G.O.B.H.I	OR	Lower Columbia Estuary Partnership	OR
Association of Oregon Corrections		Fur Footed Rescue, Inc.	OR
EMployees, Inc.	OR	Mt Hood Hospice	OR
A Jesus Church Family	OR	Opportunity Foundation of central	
300 Main Inc	OR	Oregon	OR
Southwestern Oregon Public Defender		Constructing Hope	OR
Services, Inc.	OR	Sprinkfield Elks #2145	OR
Albertina Kerr Centers	OR	Abuse Recovery Ministry & Services	OR
Dufur Christian Church	OR	Oasis Shelter Home	OR
St. Matthew Catholic School	OR	ST HENRYS CHURCH	OR
Serendipity Center Inc	OR	Nehalem Bay House	OR
Yellowhawk Tribal Health	OR	UNITED METHODIST CHURCH	OR
CASA of Marion County	OR	p:ear	OR
Oregoinans for Food & Shelter	OR	Health Share of Oregon	OR
Westside Church of Christ Inc	OR	St. Peter Catholic Church	OR
Northwest Family Services	OR	Mid Willamette Valley Community	
Network Charter School	OR	Action	OR
Ride Connecton	OR	A Hope For Autism Foundation	OR
Parenting Now!	OR	NW Sport Fishing	OR
Christian Church of Woodburn	OR	Breast Friends	OR
Verde	OR	ScienceWorks Museum	OR
Native American Youth and Family		Willamette Neighborhood Housing	
Center Early College Academy	OR	Services	OR
USO Northwest	OR	South Salem High Music Boosters	OR
Norkenzie Christian Church	OR	SEPTL Southeast Portland Tool Library	OR
Little Flower Development Center	OR	Kids Unllimited Academy	OR
TLO Farms	OR	Cappella Romana	OR
Evergreen Wings and Waves	OR	National Christian Community	
Ascension Episcopal Parish	OR	Foundation	OR
Center for Family Development	OR	Legal Aid Services of Oregon LITC	OR
West Salem Foursquare Church	OR	The Sunriver Owners Association	OR
Good Samaritan Ministry	OR	Willamette Valley Babe Ruth	OR
Grace Lutheran Church of Molalla	OR	Center For Continuous Improvement	OR
Trinity Lutheran	OR		

APPENDIX E

Northwest Center for Alternatives to Pesticides	OR	Hinson Baptist Church	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR	Alvord Taylor	OR
The Followers of Christ Church of Oregon City	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
SEIU Local 49	OR	Bridges to Change	OR
Emerald Media Group	OR	Risen Records	OR
West Hills Christian School	OR	DePaul Treatment Centers, Inc.	OR
Trillium Sprigs	OR	Ministerio International Casa	OR
Smith Memorial Presbyterian Church	OR	New Paradise Worship Center	OR
Western Arts Alliance	OR	Mission Increase Foundation	OR
Youth Dynamics	OR	Curry Public Transit Inc	OR
Ashland Art Center	OR	THREE RIVERS CASINO	OR
Apostolic Church of Jesus Christ	OR	Brookings Harbor Christian School	OR
DOUGLAS FOREST PROTECTIVE	OR	Local 290	OR
Echo Theater Company	OR	Hope Church of The Assemblies of God	
Corvallis Caring Place	OR	Albany Oregon	OR
Oregon Lyme Disease Network	OR	Sherwood Community Friends Church	OR
Ecotrust	OR	Bethesda Lutheran Church	OR
SPECIAL MOBILITY SERVICES	OR	Legacy Mt. Hood Medical Center	OR
Bethlehem Christian Pre-School	OR	Adelante Mujeres	OR
Historical Outreach Foundation	OR	Yamhill Community Care Organization	OR
Teras Interventions and Counseling Inc	OR	Trinity United Methodist Church	OR
Brooklyn Primary PTO	OR	Portland Japanese Garden	OR
Mountain View Academy	OR	Ike Box Cafe	OR
Salem Area Chamber of Commerce	OR	The Madeleine Parish	OR
First Congregational Chrch	OR	The Tucker-Maxon Oral School	OR
OREGON STATE FAIR	OR	Southwest Neighborhoods, Inc	OR
Tri-County Chamber of Commerce Inc	OR	Wallowa Valley Center For Wellness	OR
Ronald McDonald House Charities of Oregon & Southwest Washington	OR	KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
Center for Human Development	OR	Joy Church Eugene	OR
God's Storehouse Pantry	OR	Portland Yacht Club	OR
Clackamas River Trout Unlimited	OR	League of Women Voters	OR
SafeHaven Humane Society	OR	Oregon & Southern Idaho District Council of Laborers'	OR
Rainier Assembly of God	OR	Portland Police Sunshine Division	OR
Tilikum Center for Retreats and Outdoor Ministries	OR	Curry Health Network	OR
Washington Park Transportation Management Association	OR	United Way of Lane County	OR
Travel Lane County	OR	The Lighthouse School	OR
		Olive Plaza	OR
		Rogue Valley Humane Society	OR
		Willamette Carpenters Training Center, Inc	OR

APPENDIX E

Great Portland Bible	OR	Oregon Jewish Museum and Center for	
College Possible	OR	Holoacust Education	OR
Unithed Way	OR	Northwest Opening	OR
Community Energy Project	OR	Oregon State University	OR
Bridgeport Community Chapel	OR	Treasure Valley Community College	OR
Oswego Lake Country Club	OR	Institute of Technology	OR
Urban League of Portland	OR	Unviersity of Oregon	OR
La Grande Foursquare Church	OR	OREGON UNIVERSITY SYSTEM	OR
Portland Oregon Visitors Association	OR	University of Western States	OR
Barter Union International	OR	GEORGE FOX UNIVERSITY	OR
Southern Oregon Project Hope	OR	LEWIS AND CLARK COLLEGE	OR
Our United Villages	OR	PACIFIC UNIVERSITY	OR
Sunset Presbyterian Church	OR	REED COLLEGE	OR
Youth M.O.V.E. Oregon	OR	WILLAMETTE UNIVERSITY	OR
Samaritan Health Services Inc.	OR	LINFIELD COLLEGE	OR
St. Mary's Church	OR	MULTNOMAH BIBLE COLLEGE	OR
Santiam Assembly of God	OR	NORTHWEST CHRISTIAN COLLEGE	OR
CASCADES WEST FINANCIAL SERVICES		NATIONAL COLLEGE OF NATURAL	
IN	OR	MEDICINE	OR
Kilchis House	OR	BLUE MOUNTAIN COMMUNITY	
Calvary Assembly of God	OR	COLLEGE	OR
Lake Grove Presbyterian Church	OR	PORTLAND STATE UNIV.	OR
Grace Lutheran School	OR	CLACKAMAS COMMUNITY COLLEGE	OR
Western Mennonite School	OR	MARYLHURST UNIVERSITY	OR
OEA CHOICE TRUST	OR	OREGON HEALTH AND SCIENCE	
American Tinnitus Association	OR	UNIVERSITY	OR
Oregon Coast Aquarium, Inc.	OR	BIRTHINGWAY COLLEGE OF	
HOPE POINT CHURCH	OR	MIDWIFERY	OR
Unitus Community Credit Union	OR	pacific u	OR
St John the Baptist Greek Orthodox		UNIVERSITY OF OREGON	OR
Church	OR	CONCORDIA UNIV	OR
Parkinson's Resources of Oregon	OR	Marylhurst University	OR
Oregon Independent Automobile		Corban College	OR
Dealers Association	OR	NORTH MARION SCHL DIST	OR
COLUMBIA PACIFIC ECONOMIC		University of Oregon - Purchasing and	
DEVELOPMENT DISTRICT OF OREGON	OR	Contracting Services	OR
St. Elizabeth Ann Seton Church	OR	Oregon Center For Advanced T	OR
St Andrews Presbyterian	OR	UNIVERSITY OF PORTLAND	OR
Oregon Rural Electric Cooperative		OSU Deschutes County Extension	
Association	OR	Service	OR
THE MILL CASINO	OR	Portland Actors Conservatory	OR
Gateway Prebyterian Church	OR		

APPENDIX E

University Of Oregon Athletics		OFFICE OF PUBLIC DEFENSE SERVICES	OR
Department	OR	Clatskanie People's Utility District	OR
Ecola Bible School	OR	PIONEER COMMUNITY DEVELOPMENT	OR
Tokyo Int'l University of America, Inc	OR	MARION COUNTY HEALTH DEPT	OR
WARNERPACIFIC COLG	OR	Ricoh USA	OR
Beta Omega Alumnae	OR	Heartfelt Obstetrics & Gynecology	OR
Oregon Institute of Technology	OR	Coquille Economic Development	
SOUTHERN OREGON UNIVERSITY	OR	Corporation	OR
EASTERN OREGON UNIVERSITY	OR	CITY/COUNTY INSURANCE SERVICE	OR
Wilco Farmers	OR	COMMUNITY CYCLING CENTER	OR
Harvest Church	OR	Shangri La	OR
Society of American Foresters	OR	Portland Impact	OR
Clackamas River Water Providers	OR	Eagle Fern Camp	OR
eickhoff dev co inc	OR	KLAMATH FAMILY HEAD START	OR
Cornerstone Association Inc	OR	RIVER CITY DANCERS	OR
The Klamath Tribe	OR	Oregon Permit Technical Association	OR
advocate care	OR	KEIZER EAGLES AERIE 3895	OR
Cannon Beach Fire	OR	Pgma/Cathie Bourne	OR
Life Flight Network LLC	OR	Sunrise Water	OR
OREGON DEPT OF FISH & WILDLIFE-		Burns Paiute Tribe	OR
SAUVIE	OR	Oregon Public Broadcasting	OR
COVENANT RETIREMENT		La Grande Family Practice	OR
COMMUNITIES	OR	Linn Benton Lincoln Educational	
PENTAGON FEDERAL CREDIT UNION	OR	Services District	OR
SAIF CORPORATION	OR	SHERMAN COUNTY SCHOOL DISTRICT	OR
GREATER HILLSBORO AREA CHAMBER		Ricoh USA	OR
OF COMMERCE	OR	Sphere MD	OR
USAGENCIES CREDIT UNION	OR	BIENESTAR, INC.	OR
PACIFIC CASCADE FEDERAL CREDIT		MEDFORD WATER COMMISSION	OR
UNION	OR	Solutins Yes	OR
LOCAL GOVERNMENT PERSONNEL		sunrise water authority	OR
INSTITUTE	OR	Mountain Valley Therapy	OR
GRANTS PASS MANAGEMENT		EAsern Oregon Trade and Event	
SERVICES, DBA	OR	Center	OR
SPIRIT WIRELESS	OR	Waste-Pro	OR
Kartini Clinic	OR	QUEEN OF PEACE SCHOOL	OR
Astra	OR	Columbia River Inter-tribal Fish	
Beit Hallel	OR	Commission	OR
Cvalco	OR	NPKA	OR
Elderhealth and Living	OR	IBEW280	OR
OREGON CORRECTIONS ENTERPRISES	OR	Confederated Tribes of Warm Springs	OR
OREGON STATE HOSPITAL	OR	Point West Credit Union	OR

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Oregon State Credit Union	OR	Boardman Rural Fire Protection District	OR
PIONEER TELEPHONE COOPERATIVE	OR	Tualatin Soil and Water Conservation	
Halsey-Shedd Fire District	OR	District	OR
Northwest Power and Conservation Council	OR	Silverton Fire District	OR
Oregon Funeral Directors Association	OR	Lewis and Clark Rural Fire Protection District	OR
Nez Perce Tribe	OR	Rainbow Water District	OR
Obsidian Urgent Care, P.C.	OR	Illinois Valley Fire District	OR
First Presbyterian Church of La Grande	OR	Clatskanie RFPD	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR	PORT OF TILLAMOOK BAY	OR
A&I Benefit Plan Administrators, Inc.	OR	TRI-COUNTY HEALTH CARE SAFETY NET	
K Churchill Estates	OR	ENTERPRISE	OR
CSC HEAD START	OR	METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR	REGIONAL AUTOMATED INFORMATION NETWORK	OR
crescent grove cemetery	OR	OAK LODGE WATER DISTRICT	OR
IONE HIGH SCHOOL	OR	THE PORT OF PORTLAND	OR
Port of Toledo	OR	WILLAMALANE PARK AND RECREATION DISTRICT	OR
Roseburg Police Department	OR	TUALATIN VALLEY WATER DISTRICT	OR
Molalla Rural Fire Protection District	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
MONMOUTH - INDEPENDENCE NETWORK	OR	LANE EDUCATION SERVICE DISTRICT	OR
EUGENE WATER & ELECTRIC BOARD	OR	TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR	PORT OF SIUSLAW	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
GLADSTONE POLICE DEPARTMENT	OR	PORT OF ST HELENS	OR
GOLD BEACH POLICE DEPARTMENT	OR	LANE TRANSIT DISTRICT	OR
THE NEWPORT PARK AND RECREATION CENTER	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
RIVERGROVE WATER DISTRICT	OR	HOODLAND FIRE DISTRICT NO.74	OR
TUALATIN VALLEY FIRE & RESCUE	OR	MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
GASTON RURAL FIRE DEPARTMENT	OR	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
CITY COUNTY INSURANCE SERVICES	OR	SALEM AREA MASS TRANSIT DISTRICT	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR	Banks Fire District #13	OR
SOUTH FORK WATER BOARD	OR	KLAMATH COUNTY 9-1-1	OR
SUNSET EMPIRE PARK AND RECREATION	OR	GLENDALE RURAL FIRE DISTRICT	OR
SPRINGFIELD UTILITY BOARD	OR		
Tillamook Urban Renewal Agency	OR		
Netarts Water District	OR		
OAK LODGE SANITARY DISTRICT	OR		

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COLUMBIA 911 COMMUNICATIONS DISTRICT	OR	CEDAR MILL COMMUNITY LIBRARY	OR
CLACKAMAS RIVER WATER	OR	CITY OF LAKE OSWEGO	OR
NW POWER POOL	OR	LEAGUE OF OREGON CITIES	OR
Lowell Rural Fire Protection District	OR	CITY OF SANDY	OR
TriMet Transit	OR	CITY OF ASTORIA OREGON	OR
Estacada Rural Fire District	OR	CITY OF BEAVERTON	OR
Keizer Fire District	OR	CITY OF BOARDMAN	OR
State Accident Insurance Fund Corporation	OR	CITY OF CANBY	OR
Bend Metro Park & Recreation District	OR	CITY OF CANYONVILLE	OR
Port of Hood River	OR	CITY OF CENTRAL POINT POLICE DEPARTMENT	OR
La Pine Park & Recreation District	OR	CITY OF CLATSKANIE	OR
Brookings- Harbor School District 17c	OR	CITY OF CONDON	OR
Siuslaw Public Library District	OR	CITY OF COOS BAY	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR	CITY OF CORVALLIS	OR
Columbia River Fire & Rescue	OR	CITY OF CRESWELL	OR
Fern Ridge Library District	OR	CITY OF ECHO	OR
Bend Park and Recreation District	OR	CITY OF ESTACADA	OR
Port of Garibaldi	OR	CITY OF EUGENE	OR
Seal Rock Water District	OR	CITY OF FAIRVIEW	OR
Rockwood Water P.U.D.	OR	CITY OF GEARHART	OR
Gollux	OR	CITY OF GOLD HILL	OR
Tillamook Fire District	OR	CITY OF GRANTS PASS	OR
Tillamook County Transportation Dist	OR	CITY OF GRESHAM	OR
Central Lincoln People's Utility District	OR	CITY OF HILLSBORO	OR
Jefferson Park and Recreation	OR	CITY OF HOOD RIVER	OR
City of Monmouth / Public Works	OR	CITY OF JOHN DAY	OR
McMinnville Police Department	OR	CITY OF KLAMATH FALLS	OR
Long Creek School District	OR	CITY OF LA GRANDE	OR
City of Salem Fire Department	OR	CITY OF MALIN	OR
City of Sublimity	OR	CITY OF MCMINNVILLE	OR
City of Central Point Parks and Recreation	OR	CITY OF HALSEY	OR
Gearhart Fire Department	OR	CITY OF MEDFORD	OR
Woodburn City Of	OR	CITY OF MILL CITY	OR
Brookings Fire / Rescue	OR	CITY OF MILWAUKIE	OR
City of Veneta	OR	CITY OF MORO	OR
CITY OF DAMASCUS	OR	CITY OF MOSIER	OR
Hermiston Fire & Emergency Svcs	OR	CITY OF NEWBERG	OR
		CITY OF OREGON CITY	OR
		CITY OF PILOT ROCK	OR
		CITY OF POWERS	OR
		RAINIER POLICE DEPARTMENT	OR

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CITY OF REEDSPORT	OR	CITY OF LEBANON	OR
CITY OF RIDDLE	OR	CITY OF PORTLAND	OR
CITY OF SCAPPOOSE	OR	CITY OF SALEM	OR
CITY OF SEASIDE	OR	CITY OF SPRINGFIELD	OR
CITY OF SILVERTON	OR	METRO	OR
CITY OF STAYTON	OR	CITY OF BURNS	OR
City of Troutdale	OR	CITY OF COTTAGE GROVE	OR
CITY OF TUALATIN, OREGON	OR	CITY OF DALLAS	OR
CITY OF WARRENTON	OR	CITY OF FALLS CITY	OR
CITY OF WEST LINN/PARKS	OR	CITY OF PHOENIX	OR
CITY OF WOODBURN	OR	CITY OF PRAIRIE CITY	OR
CITY OF TIGARD, OREGON	OR	CITY OF REDMOND	OR
CITY OF AUMSVILLE	OR	CITY OF SHERWOOD	OR
CITY OF PORT ORFORD	OR	City of junction city	OR
CITY OF EAGLE POINT	OR	City of Florence	OR
CITY OF WOOD VILLAGE	OR	Columbia Gorge Community	OR
St. Helens, City of	OR	City of Dayton	OR
CITY OF WINSTON	OR	City of Carlton	OR
CITY OF COBURG	OR	City of Pendleton Convention Center	OR
CITY OF NORTH PLAINS	OR	City of Monmouth	OR
CITY OF GERVAIS	OR	City of Philomath	OR
CITY OF YACHATS	OR	City of Sheridan	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR	Seaside Public Library	OR
PORTLAND DEVELOPMENT COMMISSION	OR	City of Yoncalla	OR
CITY OF CANNON BEACH OR	OR	La Grande Police Department	OR
CITY OF ST. PAUL	OR	City of Joseph	OR
CITY OF ADAIR VILLAGE	OR	Cove City Hall	OR
CITY OF WILSONVILLE	OR	NW PORTLAND INDIAN HEALTH BOARD	OR
CITY OF HAPPY VALLEY	OR	Portland Patrol Services	OR
CITY OF SHADY COVE	OR	City Of Bend	OR
CITY OF LAKESIDE	OR	City Of Coquille	OR
CITY OF MILLERSBURG	OR	City Of Molalla	OR
CITY OF GATES	OR	ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
KEIZER POLICE DEPARTMENT	OR	City of St. Helens	OR
CITY OF DUNDEE	OR	City of North Powder	OR
Pendleton Police Department	OR	City of Eugene	OR
CITY OF AURORA	OR	City of Cornelius, OR	OR
THE CITY OF NEWPORT	OR	Toledo Police Department	OR
CITY OF ALBANY	OR	Springfield Public Library	OR
CITY OF ASHLAND	OR	City of Independence	OR

APPENDIX E

City of Cascade Locks	OR	Clatsop Care Health District-Clatsop	
City of Columbia City	OR	Retirement Village	OR
City of Baker City	OR	Netarts-Oceanside RFPD	OR
McMinnville Water & Light	OR	UIUC	OR
City of Pendleton Parks & Recreation	OR	Rogue River Fire District	OR
CITY OF HEPPNER	OR	Aurora Rural Fire District	OR
CITY OF SWEETHOME	OR	Tillamook County Emergency	
CITY OF THE DALLES	OR	Communications District	OR
CLACKAMAS FIRE DIST#1	OR	Southern Coos Hospital	OR
DESCHUTES PUBLIC LIBRARY	OR	Oregon Cascades West Council of	
STAYTON FIRE DISTRICT	OR	Governments	OR
Lake County Chamber of Commerce		MULTONAH COUNTY DRAINAGE	
Inc	OR	DISTRICT #1	OR
City of Talent	OR	PORT OF BANDON	OR
City of Ontario	OR	OR INT'L PORT OF COOS BAY	OR
City of Corvallis Parks and Recreation	OR	MID-COLUMBIA CENTER FOR LIVING	OR
North Lincoln Fire & Rescue #1	OR	DESCHUTES COUNTY RFPD NO.2	OR
Gresham Police Department	OR	YOUNGS RIVER LEWIS AND CLARK	
City of Harrisburg	OR	WATER DISTRICT	OR
Gladstone Public Library	OR	PACIFIC STATES MARINE FISHERIES	
West Linn Police	OR	COMMISSION	OR
City of Portland Parks Bureau	OR	CENTRAL OREGON IRRIGATION	
City of Astoria Parks Dept.	OR	DISTRICT	OR
Seaside Fire & Rescue	OR	MARION COUNTY FIRE DISTRICT #1	OR
Florence Police Department	OR	COLUMBIA RIVER PUD	OR
City Of North Bend	OR	SANDY FIRE DISTRICT NO. 72	OR
City of Union	OR	BAY AREA HOSPITAL DISTRICT	OR
City of Nehalem	OR	NEAH KAH NIE WATER DISTRICT	OR
City of Richland	OR	PORT OF UMPQUA	OR
CITY OF LINCOLN CITY	OR	EAST MULTNOMAH SOIL AND WATER	
City of Donald	OR	CONSERVANCY	OR
City of Milton-Freewater	OR	Benton Soil & Water Conservation	
CITY OF MADRAS	OR	District	OR
CITY OF SCIO	OR	DESCHUTES PUBLIC LIBRARY SYSTEM	OR
City of Forest Grove	OR	CLEAN WATER SERVICES	OR
City Govrnment	OR	North Douglas County Fire & EMS	OR
City of Mt. Angel	OR	Crooked River Ranch Rural Fire	
Albany Police Department	OR	Protection District	OR
Umatilla Electric Cooperative	OR	PARROTT CREEK CHILD & FAM	OR
WATER ENVIRONMENT SERVICES	OR	South Lane County Fire And Rescue	OR
Polk County Fire District No.1	OR	Mill City RFPD	OR
		Lake Chinook Fire & Rescue	OR

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Clackamas County Water Environment Services	OR	OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
Amity Fire District	OR	OREGON OFFICE OF ENERGY	OR
CENTRAL OREGON COMMUNITY COLLEGE	OR	OREGON STATE BOARD OF NURSING	OR
UMPQUA COMMUNITY COLLEGE	OR	BOARD OF MEDICAL EXAMINERS	OR
LANE COMMUNITY COLLEGE	OR	OREGON LOTTERY	OR
MT. HOOD COMMUNITY COLLEGE	OR	OREGON BOARD OF ARCHITECTS	OR
LINN-BENTON COMMUNITY COLLEGE	OR	SANTIAM CANYON COMMUNICATION CENTER	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR	OREGON DEPT OF TRANSPORTATION	OR
PORTLAND COMMUNITY COLLEGE	OR	OREGON TRAVEL INFORMATION COUNCIL	OR
CHEMEKETA COMMUNITY COLLEGE	OR	OREGON DEPARTMENT OF EDUCATION	OR
ROGUE COMMUNITY COLLEGE	OR	OREGON DEPT. OF CORRECTIONS	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR	DEPARTMENT OF ADMINISTRATIVE SERVICES	OR
TILLAMOOK BAY COMMUNITY COLLEGE	OR	Oregon Board of Massage Therapists	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR	Oregon Forest Industries Council	OR
Oregon Coast Community College	OR	Oregon Tradeswomen	OR
Clatsop Community College	OR	Oregon Convention Center	OR
North Portland Bible College	OR	OREGON SCHL BRDS ASSOCIAT	OR
OREGON COMMUNITY COLLEGE ASSOCIATION	OR	Central Oregon Home Health and Hos	OR
Umpqua Valley Public Defender	OR	Oregon Health Care Quality Cor	OR
Teacher Standards and Practices Commission	OR	OREGON DEPARTMENT OF HUMAN SERVICES	OR
Salem Keizer School District Purchasing	OR	Oregon Air National Guard	OR
Kdrv Channel 12	OR	Training & Employment	OR
Opta Oregon Permit Technician	OR	State of Oregon - Department of Administrative Services	OR
Oregon Forest Resources Institute	OR	Aging and People with Disabilities	OR
Office of the Ong Term Care Ombudsman	OR	Department of Administrative Services	OR
Oregon State Lottery	OR	Oregon State Treasury	OR
OREGON TOURISM COMMISSION	OR	Oregon State Fair Council	OR
OREGON STATE POLICE	OR	Oregon DEQ	OR
OFFICE OF THE STATE TREASURER	OR	Procurement Services/DAS	OR
OREGON DEPT. OF EDUCATION	OR	STATE OF OREGON	OR
SEIU LOCAL 503, OPEU	OR	OREGON JUDICIAL DEPARTMENT	OR
OREGON DEPARTMENT OF FORESTRY	OR	Oregon State Board of Architect Examiners	OR
OREGON STATE DEPT OF CORRECTIONS	OR	Oregon Board of Chiropractic Examiners	OR
		City of Astoria Fire Department	OR

APPENDIX E

Columbia Gorge ESD	OR
Nehalem Bay Wastewater	OR
Association of Oregon Community Mental Health Programs	OR
Klamath County Association of Realtors	OR
VA	OR
US FISH AND WILDLIFE SERVICE	OR
Bonneville Power Administration	OR
Bureau Of Land Management	OR
Oregon Army National Guard	OR
Linn County Sheriff Office	OR
USDA Forest Service	OR
123d Fighter Squadron	OR
Yellowhawk Tribal Health Center	OR
ANGELL JOB CORPS	OR
Coquille Indian Housing Authority	OR
COLLEGE HOUSING NORTHWEST	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
WEST VALLEY HOUSING AUTHORITY	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
MARION COUNTY HOUSING AUTHORITY	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Housing Authority of Yamhill County	OR
The Housing Authority of the County of Umatilla	OR
homeforward	OR

APPENDIX F

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

APPENDIX F

or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, 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 County deems necessary, Contractor shall permit County, 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 County 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.

APPENDIX G

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

APPENDIX I

UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

APPENDIX I

Federal Grant Terms and Conditions

1. **Civil Rights Requirements – 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332**
 - a. **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations.
 - b. **Equal Employment Opportunity** – The following equal employment opportunity **requirements** apply to the underlying contract:
 1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal Statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.
 2. **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and other applicable law, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.
 3. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.
 - c. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal Assistance, modified only if necessary to identify the affected parties.

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2. Energy Conservation - 42 U.S.C. 6321 et seq.

The CONTRACTOR agrees to comply with 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.

3. Davis-Bacon Act**Minimum wages.**

- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project], will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof] due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly] under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a) (1) (ii) of this section] and the Davis-Bacon poster (WH1321] shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - b. The classification is utilized in the area by the construction industry; and
 - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- iii. If the contractor and the laborers and mechanics to be employed in the classification (if known], or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate], a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every

APPENDIX I

additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- iv. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- v. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - b. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Withholding. Fairfax County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Payrolls and basic records.

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act], daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages

APPENDIX I

of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- ii. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency]. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee [e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- a. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(h) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of

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Compliance" required by paragraph (a) (3) (ii) (B) of this section.

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- iii. The contractor or subcontractor shall make the records required under paragraph (a) (3) [i] of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Apprentices and trainees—

- i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

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individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered

program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 [a] (1) through [10] and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- i. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- ii. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- iii. **Withholding for unpaid wages and liquidated damages.** The County of Fairfax shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- iv. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Recycled Products – 42 U.S.C. 6962

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the County or the CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds.

The CONTRACTOR agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

6. Clean Water Requirements – 33 U.S.C. 1251 et seq.

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The CONTRACTOR agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to appropriate federal agencies including the appropriate EPA Regional Office.
- ii. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

7. Clean Air – 42 U.S.C. 7401 et seq.

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.
- ii. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

8. Program Fraud and False or Fraudulent Statements and Related Acts – 31 U.S.C. 3801 et seq.

- a. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and all appropriate federal agency regulations apply to its actions pertaining to this Project. Upon execution of the underlying contract, the

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CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR or to the extent the Federal Government deems appropriate.

- b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- c. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. Patent and Rights in Data

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

- (a) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - 2. Any rights of copyright purchased by the Purchaser or CONTRACTOR using Federal assistance.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1] General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that

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invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and CONTRACTOR agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the Federal funding agency is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the CONTRACTOR status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the CONTRACTOR agree to take the necessary actions to provide, through the Federal funding agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The CONTRACTOR also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

10. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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.

11. Interest of Members of Congress

No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

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BYRD ANTI-LOBBYING CERTIFICATION

31 U.S.C. 1352 et seq.

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Printed Name of
Representative: _____

Signature/Date: _____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____