

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

**NOTICE OF AWARD OF CONTRACT**

TO: DLT Solutions, LLC.  
24111 Dulles Corner Park, Suite 800  
Herndon, VA 20171

DATE ISSUED: July 19, 2017  
AGREEMENT NO: 17-258-R  
AGREEMENT TITLE: Arlington County Network  
and Storage Services

**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.**

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective Immediately, and expires on April 30, 2019, subject to any modifications as provided for in the Contract Documents. This Agreement includes four (4) twelve (12) month renewal options from May 1, 2019 to April 30, 2023 ("Subsequent Contract Term").

The contract documents consist of the terms and conditions of Arlington County Rider Agreement No. 17-258-R dated July 19, 2017, U.S. Communities Government Purchasing Alliance RFP No. 2000001701, and Fairfax County, Virginia Contract No. 4400006643, including any exhibits, attachments or amendments thereto.

**CONTRACT PRICING:**

1. REFER TO ARLINGTON COUNTY RIDER AGREEMENT NO. 17-258-R, DATED 07/19/2017
2. SEE ATTACHMENT B ("PRICING SCHEDULE"), DATED 02/23/2016

**ATTACHMENT/S:**

1. ARLINGTON COUNTY RIDER AGREEMENT NO. 17-258-R, DATED 07/19/2017
2. ATTACHMENT A (U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE RFP NO. 2000001701, ADDENDUM NO. 1, ADDENDUM NO. 2, AND ADDENDUM NO. 3)
3. ATTACHMENT B (FAIRFAX COUNTY, VIRGINIA CONTRACT NO. 4400006643, NOTICE OF AWARD, ACCEPTANCE AGREEMENT, AND AMENDMENT NO. 1)

**EMPLOYEES NOT TO BENEFIT:**

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

**VENDOR CONTACT:** Derek Goode

**TELEPHONE NO.:** (703) 773-9293

**EMAIL ADDRESS:** derek.goode@dlt.com

**COUNTY CONTACT:** Katie Pegoraro

**TELEPHONE NO.:** (703) 228-4215

**EMAIL ADDRESS:** kpegoraro@arlingtonva.us

**CONTRACT AUTHORIZATION**

  
MICHAEL BEVIS  
PURCHASING AGENT

7/19/17  
DATE

**DISTRIBUTION:**

VENDOR: 1  
BID FOLDER: 2

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

**RIDER AGREEMENT NO. 17-258-R**

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between DLT Solutions, LLC., 24111 Dulles Corner Park, Suite 800, Herndon, VA 20171 ("Contractor"), a Virginia Limited Liability 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, Attachment A (U.S. Communities Government Purchasing Alliance RFP No. 2000001701, Addendum No. 1, Addendum No. 2, Addendum No. 3, incorporated herein by reference), and Attachment B (Fairfax County, Virginia Contract No. 4400006643, Notice of Award, Acceptance Agreement, and Amendment No. 1), (collectively, "Contract Documents" or "Contract").

This Agreement rides a contract awarded to the same Contractor by Fairfax County, Virginia. The Contractor desires to extend to the County the same pricing and terms and conditions as the Contractor's agreement with Fairfax County, Virginia and the U.S. Communities Government Purchasing Alliance, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase "County of Fairfax, VA" or "Fairfax County" or "Fairfax County Board of Supervisors" whenever those phrases appear in the Contract Documents.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions 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 provision of goods and services identified in Attachment B for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than April 30, 2019 ("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, if Fairfax County, Virginia renews their agreement identified in Attachment B, the County may elect to renew this Agreement under the same contract unit prices for not more than four (4) additional one (1) year period(s) from May 1, 2019 to April 30, 2023 ("Subsequent Contract Term"). However, if Fairfax County,

Virginia does NOT renew their agreement identified in Attachment B, this Agreement shall automatically expire on the date of Fairfax County, Virginia's contract expiration date.

### **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 Attachment B (Fairfax County, Virginia Contract No. 4400006643, Notice of Award, Acceptance Agreement, and Amendment No. 1), for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

### **4. SCOPE OF WORK**

The Contractor agrees to provide the goods and services in Attachment B. The primary purpose of the Work is for the provision of Amazon Web Services products and related services.

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.

### **5. 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 requesting the work under the Contract Documents. 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.

### **6. PAYMENT TERMS**

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is earlier. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

### **7. 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) calendar 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 as those contained herein 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.

#### **8. 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.

#### **9. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating 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 sole expense.

#### **10. DELIVERY**

All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

#### **11. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for

in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

**12. 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 federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related 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 the 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 \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

**13. 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, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

**14. 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 marijuana or any other controlled substance 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 \$10,000.00 relating to this Contract, 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, 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.

**15. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages,

consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

**16. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

**17. 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.

**18. CONFIDENTIAL INFORMATION**

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

**19. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**20. COUNTY EMPLOYEES**

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

**21. 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, or an act of God beyond the control of the Contractor and outside 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, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

**22. AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

**23. RELATION TO THE 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 from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. 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.

**24. ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

**25. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least three years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 30 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within three years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

**26. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

**27. AMENDMENTS**

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**28. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

**29. DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing 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 claims 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 Purchasing Resolution, which is incorporated herein by 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 a decision of the Project Officer, County Manager, County Board, or a court.

**30. 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 hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**31. ARBITRATION**

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

**32. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

**33. NO WAIVER**

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

**34. SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

**35. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**37. SURVIVAL OF TERMS**

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

**38. HEADINGS**

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

**39. AMBIGUITIES**

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**40. 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 to 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:**

Jason Quinn, Manager, Sales  
DLT Solutions, LLC.  
2411 Dulles Corner Park, Suite 800  
Herndon, VA 20171

**TO THE COUNTY:**

Katie Pegoraro, Project Officer  
Arlington County Department of Technology Services  
2100 Clarendon Boulevard, Suite 610  
Arlington, Virginia 22201

**AND**

Michael E. Bevis, Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**41. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**42. INSURANCE REQUIREMENTS**

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

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

- b. **Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.**
- c. **Business Automobile Liability - \$1,000,000 Combined Single Limit (non-owned and hired).**
- d. **The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.**
- e. **Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.**
- f. **Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.**
- g. **Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.**
- h. **Contract Identification - The insurance certificate shall state this Contract's number and title.**

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all 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.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

**WITNESS these signatures:**

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

DLT SOLUTIONS, LLC.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME: MICHAEL E. BEVIS

TITLE: PURCHASING AGENT

DATE: 7/19/17

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME: Edward A. Abbot III

TITLE: Director, Contracts

DATE: 19 JUL 2017

Edward A. Abbot  
III - Director,  
Contracts

Digitally signed by Edward A. Abbot III  
Director, Contracts  
DN: cn=Edward A. Abbot III - Director,  
Contracts, o=DLT Solutions, LLC,  
ou=Contracts Division,  
email=ed.abbot@dlr.com, c=US  
Date: 2017.07.19 13:30:51 -0400



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



**COMPETITIVE SOLICITATION**

**BY FAIRFAX COUNTY**

**FOR**

**TECHNOLOGY PRODUCTS, SERVICES, SOLUTIONS, AND RELATED  
PRODUCTS AND SERVICES**

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

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES  
GOVERNMENT PURCHASING ALLIANCE**

**RFP #2000001701**

PRE-PROPOSAL CONFERENCE

RFP2000001701

An optional pre-proposal conference will be held on August 26, 2015 at 10:30 A.M. at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 4/5, Fairfax, Virginia 22035. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

All questions pertaining to this RFP should be submitted in writing to the contract specialist, Kristy D. Varda at [dpsmteam1@fairfaxcounty.gov](mailto:dpsmteam1@fairfaxcounty.gov) or [kristy.varda@fairfaxcounty.gov](mailto:kristy.varda@fairfaxcounty.gov) prior to the pre-proposal conference by close of business, August 21, 2015.



# FAIRFAX COUNTY

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

www.fairfaxcounty.gov/dpsm

VIRGINIA

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

<b>ISSUE DATE:</b> August 12, 2015	<b>REQUEST FOR PROPOSAL NUMBER:</b> 2000001701	<b>TITLE:</b> Technology Products Services Solutions
<b>DEPARTMENT:</b> Purchasing & Supply Management	<b>DUE DATE/TIME:</b> September 17, 2015 / 2:00 P.M.	<b>CONTRACT SPECIALIST:</b> Kristy Varda at 703-324-3217; <a href="mailto:kristy.varda@fairfaxcounty.gov">kristy.varda@fairfaxcounty.gov</a>

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

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

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole Proprietor)

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

State Corporation Commission (SCC) Identification No.

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Appendix B, and by any other relevant certifications set forth in Appendix B.**

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

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

WOMEN OWNED LARGE (A)  NON PROFIT (9)

CHECK ONE:  INDIVIDUAL  PARTNERSHIP  CORPORATION

State in which Incorporated: \_\_\_\_\_

Vendor Legally Authorized Signature

Date

Print Name and Title

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



(DPSM32) rev 08/2013



## Table of Contents

<b>Introduction and Background</b> .....	<b>1</b>
General Definition of Products and Services .....	1
U.S. Communities .....	7
<b>Special Provisions</b> .....	<b>11</b>
<b>Appendix A</b> (General Conditions and Instructions to Bidders) .....	<b>28</b>
<b>Appendix B</b> .....	<b>40</b>
Offeror Data Sheet.....	40
Virginia State Corporation Commission Registration Information .....	41
Business, Professional and Occupational License .....	42
Certification Regarding Debarment or Suspension.....	43
Certification Regarding Ethics in Public Contracting .....	44
Business Classification .....	45
Subcontractor(s) Notification Form .....	46
<b>Appendix C</b> (References) .....	<b>47</b>
<b>Appendix D</b> (Supplier Qualifications and Supplier Information).....	<b>48</b>
Commitments.....	48
U.S. Communities Administration Agreement Instructions .....	52
Supplier Worksheet.....	53
New Supplier Implementation Checklist .....	54
Supplier Information.....	56
<b>Appendix E</b> (Master Intergovernmental Cooperative Purchasing Agreement).....	<b>61</b>
<b>Appendix F</b> (Administration Agreement).....	<b>63</b>
<b>Appendix G</b> .....	<b>76</b>
State Notice Addendum .....	76
FEMA Standard Terms and Conditions Addendum.....	95
Community Development Block Grant Addendum .....	97
<b>Attachment 1</b> (Scenarios).....	<b>98</b>

## INTRODUCTION AND BACKGROUND

### 1. MASTER AGREEMENT

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

### 2. OBJECTIVES

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

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

3.1. Offerors are to propose the broadest possible selection of TECHNOLOGY PRODUCTS, SERVICES, SOLUTIONS, AND RELATED PRODUCTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, the Offerors should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to:

3.1.1. **Technology Products:** A complete portfolio of technology products such as desktops, laptops, tablets, PDA's, servers, storage, ruggedized devices, thin clients, printers, monitors, multifunction printers, scanners, plotters, projectors, video conferencing, teleconferencing, analog phones, VoIP phones, conference phones, audiovisual equipment such as computer-video interfaces, switchers, matrix switchers, distribution amplifiers, video scalars, scan converters, processing devices Ethernet control interfaces and high resolution cables, instructional equipment, security equipment, cabling, modems, wired and wireless networking, networking to support server, storage and client applications such as routers and switches, software, computer accessories, computer components, power protection, data protection, video cameras, virtualization products, systems and network management tools, database products, data center facilities (racks, fire suppression, electrical, HVAC, generator, physical access controls) as well as any other technology products available from Offeror.

3.1.2. **Technology Services and Solutions:** A complete portfolio of technology services and solutions such as systems configuration, testing, software copying, hardware and software installation, upgrades and/or maintenance, system integration, network integration, extended warranties, warranty service, staff augmentation and any other services and solutions available from Offeror. Specific requirements will be developed on a task order basis and may include, but is not limited to, services and solutions such as:

- Virtualization: Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.
- Physical Security: Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access

## **INTRODUCTION AND BACKGROUND**

control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.

- **Communications**: Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.
- **Cloud**: Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).
- **Infrastructure**: Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.
- **Data Management**: Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.
- **Visual Communications**: Visual communications that integrate audio, video, voice and presentation capabilities.
- **UCC (Unified Communications and Collaboration)**: UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.
- **Broadcast Studio**: Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network and storage technologies).
- **Law Enforcement**: Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.
- **Mobility**: Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self-destructing content, and content linked back to the user.
- **Asset Management**: Asset management solutions to identify and manage installed software, hardware and license entitlements.
- **Data Protection**: Data protection to protect, backup, recover and archive data and applications.
- **Energy and Water Conservation**: Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.
- **Financial Services**: Financing options such as lease, lease to own, lease with option to own, and IT as a Service.
- **Other Services and Solutions**: Services and solutions not listed above that may be proposed by Offeror.

## **INTRODUCTION AND BACKGROUND**

### **3.1.3. Cisco Products, Services and Solutions**

3.1.3.1. **Cisco Products:** A complete offering of Cisco products including, but not limited to, application networking services products, blade switches, cloud and systems management, collaboration endpoints, conferencing, connected safety and security, customer collaboration, data center management and automation, data center switches, infrastructure software, interfaces and modules, networking software, optical networking, routers, security, servers, service exchange, storage networking, switches, unified communications, video, wireless, and any other products offered by Cisco.

3.1.3.2. **Cisco Services and Solutions:** A complete offering of Cisco services and solutions including, but not limited to, cloud and systems management services, collaboration services, collaboration endpoints services, conferencing services, data center and virtualization services, enterprise network services, routing services, security services, services for application networking services, storage networking services, switching services, unified communication services, unified computing services, video services, wireless services and any other services and solutions offered by Cisco.

### **3.1.4. HP Products, Services and Solutions**

3.1.4.1. **HP Products:** A complete offering of HP products including, but not limited to:

- **Computers:** Desktops, laptops, tablets, monitors, workstations, accessories, point of sale computers for retail environments, thin client software portfolio, digital signage and any other computer equipment and software available from HP.
- **Networking:** Data center networking, software-defined networking, switches, wireless networking, campus networking and any other networking available from HP.
- **Servers:** Blade servers, scalable servers, integrity mission-critical servers, rack and tower servers and any other servers available from HP.
- **Software:** Application lifecycle management, big data analytics, business service management, enterprise security, hybrid cloud management, information governance, information management, IT service management, mobile solutions, operations management, software-defined data center, DevOps solutions and any other software available from HP.
- **Storage:** Primary storage, backup, recovery and archive storage, enterprise application storage, primary storage, software-defined storage, Simply StoreIT solutions and any other storage available from HP.

3.1.4.2. **HP Services and Solutions:** A complete offering of HP services and solutions including, but not limited to, analytics and data management, applications services, business process services, data center, workload and cloud services, enterprise security services, IT financing and asset recovery services, mobility and workplace services, support services, technology consulting, computing services, big data solutions, cloud solutions, mobility solutions, security solutions, converged systems solutions, small and midsize organization solutions, total access education solutions, and any other services and solutions offered by HP.

### **3.1.5. Dell Products, Services and Solutions**

3.1.5.1. **Dell Products:**

- **General Products:** A complete offering of Dell products including, but not limited to, laptops, notebooks, PDA's, desktops, workstations, thin clients, monitors, servers, accessories, battery back-up, power or surge, cables, data storage and drives, networking, digital imaging such as cameras and scanners, memory and system components, office equipment, sound and multimedia, telecommunications products, video monitors, cards and projectors, interactive whiteboards, DVD's, books, music and video,

## **INTRODUCTION AND BACKGROUND**

- **Software:** A complete offering of Dell software including, but not limited to, information management, data protection, data center and cloud management, mobile workforce management, security, platforms and any other software offered by Dell.

3.1.5.2. **Dell Services and Solutions:** A complete offering of Dell services and solutions including, but not limited to, support services, application modernization, application services, business process outsourcing, digital business services, cloud-based services, information security services, financing and leasing, IT consulting, managed services, training services, cloud solutions, data center solutions, security solutions, big data, information and data management, mobility and security solutions and any other services and solutions offered by Dell.

### **3.1.6. Panasonic Products, Services and Solutions**

#### **3.1.6.1. Panasonic Products:**

- **Communications:** A complete offering of Panasonic communication systems including, but not limited to, business communication systems, HD visual communication systems, IP phones and any other communications products, applications and accessories offered by Panasonic.
- **Security Systems:** A complete offering of Panasonic security systems including, but not limited to, network cameras, video recorders, interfaces, software and converters, analog cameras, digital video recorders, switchers and controllers, remote head cameras, module cameras, wearable cameras, security viewer application and any other security systems and accessories offered by Panasonic.
- **Personal Computers:** A complete offering of Panasonic computers including, but not limited to, rugged, semi-rugged and business-rugged Toughbooks and Toughpads and any other personal computers and accessories offered by Panasonic.
- **Professional AV:** A complete offering of Panasonic professional AV equipment including, but not limited to broadcast and professional AV equipment such as camcorders, camera systems, switchers and mixers, monitors and accessories, visual systems such as projectors, professional displays and accessories, sound systems such as public address systems, infrared wireless microphone systems and RAMSA audio systems and any other professional AV and accessories offered by Panasonic.
- **Terminals:** A complete offering of Panasonic terminals including, but not limited to, handheld tablets, point of sale workstations and any other terminals offered by Panasonic.
- **Soft Module Products:** A complete offering of Panasonic soft module products including, but not limited to, audio and video processing software, voice recognition software, image recognition software and any other soft module products offered by Panasonic.
- **Recording Media:** A complete offering of Panasonic recording media including, but not limited to, SD cards for professional camcorders, SD memory cards for industrial use, blue-ray disc, ADA (advanced disc for archive, DV cassettes and any other recording media offered by Panasonic.

3.1.6.2. **Panasonic Services and Solutions:** A complete offering of Panasonic services and solutions including, but not limited to, installation, product configurations, product support, warranties, insurance, railway industry solutions and any other services and solutions offered by Panasonic.

### **3.1.7. EMC<sup>2</sup> Products, Services and Solutions**

#### **3.1.7.1. EMC<sup>2</sup> Products:**

- **Big Data:** A complete offering of EMC<sup>2</sup> Big Data products including, but not

## **INTRODUCTION AND BACKGROUND**

limited to, storage, analytics, applications and any other Big Data products offered by EMC<sup>2</sup>.

- **Cloud:** A complete offering of EMC<sup>2</sup> cloud products including, but not limited to, applications, data protection, infrastructure, security, cloud enabled solutions and any other cloud products offered by EMC<sup>2</sup>.
- **Convergent Infrastructure:** A complete offering of EMC<sup>2</sup> convergent infrastructure products including, but not limited to, blocks, racks, appliances, reference architecture and any other convergent infrastructure products offered by EMC<sup>2</sup>.
- **Storage:** A complete offering of EMC<sup>2</sup> storage products including, but not limited to, primary storage, software-defined storage, enterprise applications storage, storage for small and medium organizations, data protection products and any other storage products offered by EMC<sup>2</sup>.
- **Security:** A complete offering of EMC<sup>2</sup> security products including, but not limited to, authentication, data loss prevention, data protection, fraud prevention, governance, risk and compliance, identity and access management, network analytics, security information and event management, cyber security framework, incident response assistance, and any other security products offered by EMC<sup>2</sup>.

### **3.1.7.2. EMC<sup>2</sup> Services and Solutions:**

- **Big Data:** A complete offering of EMC<sup>2</sup> Big Data consulting, services and solutions.
- **Cloud:** A complete offering of EMC<sup>2</sup> cloud management, support, services and solutions.
- **Content Management:** A complete offering of EMC<sup>2</sup> content management services and solutions including, but not limited to, process management, capture, customer communications, collaboration, pervasive governance and any other content management services and solutions offered by EMC<sup>2</sup>.
- **Data Protection Solutions:** A complete offering of EMC<sup>2</sup> data protection solutions including, but not limited to, data protection solutions for Oracle, data protection solutions for Microsoft, data protection solutions for SAP, data protection solutions for VMware, data protection solutions for EMC Enterprise Hybrid Cloud, data protection solutions for Big Data, deduplication solutions, desktop, laptop and remote office solutions, disaster recovery solutions, mainframe tape replacement solutions, tape replacement solutions and any other data protection services and solutions offered by EMC<sup>2</sup>.
- **Infrastructure Management:** A complete offering of EMC<sup>2</sup> infrastructure management services and solutions including, but not limited to, data center automation, IT operations management, IT performance management, configuration and compliance management, storage resource management, applications performance management, Vblock platform management and any other infrastructure management services and solutions offered by EMC<sup>2</sup>.
- **Security:** A complete offering of EMC<sup>2</sup> security services and solutions including, but not limited to, advance security operations, authentication, data loss prevention, fraud prevention, network monitoring and any other security services and solutions offered by EMC<sup>2</sup>.
- **General Services and Solutions:** A complete offering of any additional EMC<sup>2</sup> services and solutions including, but not limited to, installation, support, warranties, training, and any other services and solutions offered by EMC<sup>2</sup>.

### **3.1.8. CommVault Products, Services and Solutions**

**3.1.8.1. CommVault Products:** A complete offering of CommVault software including Simpana software, but not limited to, backup and recovery, virtual machine, integration, replication, OnePass Backup and Archive, deduplication, reporting and insights, workflow automation, content-based retention, self-service access, search and eDiscovery, legal hold, ContentStore, and any other products offered by



## INTRODUCTION AND BACKGROUND

CommVault.

3.1.8.2. **CommVault Solutions, Services and Support:** A complete offering of CommVault solutions, services and support including, but not limited to, data and information management, enterprise applications, bundled appliances, solutions for specialized industries such as healthcare, government and education, consulting services, professional services, support and training and any other solutions, services and support offered by CommVault.

### 3.1.9. **Symantec Products, Services and Solutions**

3.1.9.1. **Symantec Products:** A complete offering of Symantec security products including, but not limited to, advanced threat protection, code signing, control compliance suite, data loss prevention, DeepSight security intelligence, email security, encryption, endpoint management (Altiris), internet of things, endpoint protection, incident response, managed security services, mobile security and management, Norton, protection suite, SSL certificates, user authentication and any other security products offered by Symantec.

3.1.9.2. **Symantec Services and Solutions:** A complete offering of Symantec services and solutions including, but not limited to, consulting, education services, managed services, support services, appliance services, licensing, technical support, training and certification, threat protection solutions, information protection solutions, cyber security services, enterprise mobility management, and any other services and solutions offered by Symantec.

### 3.1.10. **Veritas Products, Services and Solutions**

3.1.10.1. **Veritas Products:** A complete offering of Veritas Information Management products including, but not limited to, archiving and eDiscovery, backup exec, information fabric technology platform, InfoScale, NetBackup, NetBackup appliances, storage foundation high availability, system recovery and any other offered by Veritas.

3.1.10.2. **Veritas Services and Solutions:** A complete offering of Veritas services and solutions including, but not limited to, consulting, education services, managed services, support services, appliance services, licensing, technical support training and certification, and any other services and solutions offered by Veritas.

### 3.1.11. **VMware Products, Services and Solutions**

3.1.11.1. **VMware Products:** A complete offering of VMware products including, but not limited to, data center and cloud infrastructure, networking and security, storage and availability, hyper-converged infrastructure, data center and cloud management, personal desktop software, business mobility software, desktop and application virtualization software, enterprise mobility management software and any other products offered by VMware.

3.1.11.2. **VMware Services and Solutions:** A complete offering of VMware services and solutions including, but not limited to, cloud computing, software-defined data center, virtualization, business mobility, data center virtualization and hybrid cloud extensibility, streamlined and automated data center operations, application and infrastructure delivery automation, security controls native to infrastructure, high availability and resilient infrastructure, and any other services and solutions offered by VMware.

3.1.12. **Apple Products, Services and Solution:** A complete offering of Apple products, services and solutions including, but not limited to, MacBook, MacBook Air, MacBook Pro, iMac, Mac Pro, Mac mini, ipad mini, ipad, iphone, watch, ipod, Apple TV, accessories for all products, apps, servers, music, support and any other products, services or solutions offered by Apple.

## **INTRODUCTION AND BACKGROUND**

3.1.13. **Google Products, Services and Solutions:** A complete offering of Google product, services and solutions including, but not limited to, Apps for work, cloud platform, maps for work, search for work, chrome for work, android for work, Google business solutions and any other products, services and solutions offered by Google.

3.1.14. **Amazon Web Services Products, Services and Solutions**

3.1.14.1. **Amazon Web Services Products and Services:** A complete offering of Amazon Web Services products and services including, but not limited to, global compute, storage, database, analytics, application and deployment services to power web and mobile applications, data processing and warehousing, storage and archive, as well as any other products and services offered by Amazon Web Services.

3.1.14.2. **Amazon Web Services Solutions:** A complete offering of Amazon Web Services solutions including, but not limited to, cloud based solutions for websites, backup and recovery, archiving, disaster recovery, development and test, big data, high performance, databases, digital marketing, e-commerce, media and entertainment, mobile services, internet of things, enterprise IT, business applications, content delivery, health and any other solutions offered by Amazon Web Services.

3.1.15. **Microsoft Products, Services and Solutions:**

3.1.15.1. **Microsoft Products:**

- Devices: A complete offering of Microsoft devices including, but not limited to, Surface products, PC's and tablets, Xbox, Lumia Phones, Microsoft Band, Microsoft HoloLens, Microsoft Surface Hub, accessories and any other devices offered by Microsoft.
- Software and Apps: A complete offering of Microsoft software and apps, including but not limited to, Office, Windows, other software and services such as Microsoft Health, Microsoft Security Essentials, Skype, Internet Explorer, OneDrive, Outlook, OneNote, Bing, Visual Studio, Visio, Project, and MSN, apps, games, downloads, Developer and IT Pro, Business and Enterprise such as cloud platform, data availability, business analytics, customer relationship management, Enterprise Mobility Suite, Enterprise resource and planning, business software and apps such as Microsoft Dynamics, Microsoft Power BI, Microsoft SQL Server, Windows Server, Microsoft System Center, Visual Studio, Microsoft Azure, Microsoft Social Engagement, Windows Embedded, Microsoft Intune, OneDrive for Business, Exchange Server, SharePoint and any other software and apps offered by Microsoft.

3.1.15.2. **Microsoft Services and Solutions:** A complete offering of Microsoft services and solutions including, but not limited to, support, licensing and any other services and solutions offered by Microsoft.

3.1.16. **Citrix Products, Services and Solutions:**

3.1.16.1. **Citrix Products:** A complete offering of Citrix products, including but not limited to, Workspace Suite, Workspace Cloud, GoToMeeting, GoToTraining, GoToWebinar, OpenVoice, Podio, receiver for universal access from any device, XenMobile, ShareFile, Worx Mobile Apps, GoToAssist, Concierge, XenApp, XenClient, XenDesktop, NetScaler, CloudBridge, CloudPlatform, XenServer, CloudPortal Business Manager and any other products offered by Citrix.

3.1.16.2. **Citrix Services and Solutions:** A complete offering of Citrix services and solutions including, but not limited to, application and desktop virtualization, enterprise mobility management, file sync and sharing, cloud networking, collaboration, cloud services and any other services and solutions offered by Citrix.



**INTRODUCTION AND BACKGROUND**

**3.1.17. NetApp Products, Services and Solutions:**

3.1.17.1. **NetApp Products:** A complete offering of NetApp products, including but not limited to, hybrid data storage, software and converged infrastructure, enterprise all-flash data storage, software and converged infrastructure, hardware and software for cloud storage and any other products offered by NetApp.

3.1.17.2. **NetApp Services and Solutions:** A complete offering of NetApp services and solutions to build a cloud-ready data center, accelerate enterprise application performance, protect and recover data, strategy, design, deploy and transition, operations, training, certification, support and any other services and solutions offered by NetApp.

3.1.18. **Related Products, Services and Solutions:** Any related companies' products, services and solutions available from Offeror.

**4. U.S. COMMUNITIES**

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

**National Sponsors**

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

**Advisory Board**

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

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

*Current U.S. Communities Advisory Board Members*

Auburn University, AL	Hennepin County, MN
City and County of Denver, CO	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of San Antonio, TX	Ocean City, NJ
City of Seattle, WA	Onondaga County, NY
Cobb County, GA	Port of Portland, OR
Denver Public Schools, CO	Prince William County Schools, VA
Emory University, GA	Salem-Keizer School District, OR
Fairfax County, VA	San Diego Unified School District, CA
Fresno Unified School District, CA	State of Iowa
Great Valley School District, PA	The School District of Collier County, FL

**Participating Public Agencies**

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.8 Billion Dollars in products and services annually. Each month more than 500 new public

## **INTRODUCTION AND BACKGROUND**

agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

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

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

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$500 million in sales 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 and services required to be purchased under the proposed Master Agreement, Fairfax County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2014 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.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

### **Marketplace**

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

### **Multiple Awards**

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

### **Evaluation of Proposals**

**INTRODUCTION AND BACKGROUND**

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

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

**SPECIAL PROVISIONS**

**1. SCOPE OF SERVICES:**

- 1.1 The purpose of this Request for Proposal is to solicit sealed proposals to establish a cooperative contract or contracts through competitive negotiation for the provision of Technology Products, Services, Solutions, and Related Products and Services by the County of Fairfax, Virginia as well as other Participating Public Agencies.

**2. PRE-PROPOSAL CONFERENCE:**

- 2.1. An optional pre-proposal conference will be held on August 26, 2015 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 1-800-828-1140. Please allow seven working days in advance of the event to make the necessary arrangements.
- 2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors should submit any questions in writing pertaining to the RFP, in writing, prior to the pre-proposal conference to Kristy Varda at [dpsmteam1@fairfaxcounty.gov](mailto:dpsmteam1@fairfaxcounty.gov) or [kristy.varda@fairfaxcounty.gov](mailto:kristy.varda@fairfaxcounty.gov) prior to the pre-proposal conference by close of business, August 21, 2015.

**3. CONTRACT PERIOD AND RENEWAL:**

- 3.1. This contract will begin on date of award and terminate on the 3<sup>rd</sup> anniversary of the award with the option to renew for 4 additional 1 year periods or any combination of time equally not more than 4 years.
- 3.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

**4. BACKGROUND:**

- 4.1 Fairfax County (the County)

Fairfax County is located in the state of Virginia, near Washington, D.C. Its population is over 1 million, and it occupies an area of approximately 400 square miles.

The County's fiscal year runs from July 1 to June 30. In the adopted budget for fiscal year 2016 (FY2016), combined General Fund Disbursements total \$3.70 billion. The County currently holds an AAA bond rating from Standard and Poor's, Moody's, and Fitch.

Fairfax County Government (FCG) has over 50 departments located in over 200 facilities throughout the County. Currently, FCG facilities include the main government center campus (which houses the main county data center), twenty three (23) Public Libraries, twenty three (23) Police locations, fifty one (51) Fire and Rescue locations, and in addition many more community, health, human services and park locations. FCG's Department of Information

**SPECIAL PROVISIONS**

Technology (DIT) manages, and implements all aspects of information technology solutions and supporting infrastructure that enable county agencies to deliver information and services to citizens and the community and implement operational efficiencies. DIT establishes standards and architecture for the information and communications systems that are implemented in county government agencies throughout the county.

FCG Enterprise Information Technology Environment: The County has developed an approach to its IT architecture that maximizes the return on IT investments, emphasizes and ensures reliability, scalability and security, while promoting standards-based acquisition that can be adapted across the enterprise. The Information Technology Plan is published annually by Fairfax County Department of Information Technology and delineates the standards for the major components of the IT architecture adopted and/or in use at the County. Providers should reference the plan when developing responses to IT system requirements. The IT Plan is available at <http://www.fairfaxcounty.gov/dit/itplan/>

**5. PROGRAM REQUIREMENTS:**

- 5.1. Qualified Offerors may be authorized resellers of the Products and Services listed in Introduction and Background, paragraph 3, General Definition of Products and Services or direct manufacturers of the Products and Services.
  - 5.1.1. Offerors who are resellers must represent, sell and service the Products and Services listed in Introduction and Background, paragraph 3, General Definition of Products and Services.
  - 5.1.2. Offerors who are direct manufacturers may respond with their Products and Services only.
- 5.2. Qualified Offerors of the Products and Services shall meet the following certification requirements and shall provide proof of certification from the manufacturer unless Offeror itself is a manufacturer of the Products and Services:
  - 5.2.1. Cisco Gold Certified Partner
  - 5.2.2. HP Gold or Platinum partner
  - 5.2.3. Dell Partner Direct Preferred or Premier Partner
  - 5.2.4. Panasonic Authorized Reseller Partner
  - 5.2.5. EMC<sup>2</sup> Gold or Platinum Partner
  - 5.2.6. CommVault Value-Added Reseller
  - 5.2.7. Symantec Gold or Platinum Partner
  - 5.2.8. VMware Enterprise or Premier Partner
  - 5.2.9. Microsoft Gold Certified Partner
  - 5.2.10. Citrix Gold Solutions Advisor or Platinum Solutions Advisor
  - 5.2.11. NetApp Platinum or Star Partner
- 5.3. If Offeror is a manufacturer of the Products and Services and has partner resellers/dealers/distributors that sell's manufacturer's Products and Services, then the partner resellers/dealers/distributors must agree to the terms and conditions of this RFP and Offeror shall provide documentation of such.
- 5.4. Offeror must have the resources to work with multiple entities at the same time.

**SPECIAL PROVISIONS**

- 5.5. Throughout the life of this contract, the successful Offeror(s) will maintain expertise, resources and capabilities to perform the following
- 5.5.1. Provide commercial hardware, software, peripherals and accessories as ordered under the task order;
  - 5.5.2. Perform consulting, assessment, design, integration, installation, and managed Services and Solutions at the task order level;
  - 5.5.3. Perform a wide range of professional, technical support and engineering services and solutions to support the mission and objectives of Fairfax County and Participating Public Agencies as authorized buyers of this contract;
  - 5.5.4. Provide maintenance support of the services and solutions;
  - 5.5.5. Provide ancillary support (logistics support, etc.) relating to provisions of the Products and Services listed in Introduction and Background, paragraph 3, General Definition of Products and Services;
  - 5.5.6. Provide project management support for each deliverable under the contract; and
  - 5.5.7. Provide project-specific and overall contract performance reporting, as required.
- 5.6. STAFF EXPERIENCE:
- 5.6.1. Offeror shall describe the credentials of staff and how they are certified and trained to provide the Products and Services required in Introduction and Background, paragraph 3, General Definition of Products and Services for Participating Public Agencies.
  - 5.6.2. Offeror shall describe the number and type of staff its company proposes to service this contract, i.e. technical, service, training, executive support, etc. and its hiring practices for such positions for Participating Public Agencies.
  - 5.6.3. Offeror shall describe its methodology for training Participating Public Agency end users.
  - 5.6.4. Offeror shall describe its experience with managing major government projects.
  - 5.6.5. Offeror shall describe its processes for assigning staff to specific projects, along with the credentials of the staff members. Offeror should include how it will involve the County or other Participating Public Agencies to ensure projects are staffed to be successful.
- 5.7. CUSTOMER SERVICE:
- The County is focused on customer service with a philosophy to provide all customers with quality Products and Services in a manner that is courteous, responsive, accessible and seamless. The Products and Services will be delivered by patience, understanding, good will and without regard to our own convenience. The selected Contractor will be expected to use these guidelines in developing the proposed solution:
- Accessible, courteous, responsive and seamless customer service is of highest priority for the County and Participating Public Agencies;
  - Accessible service means that citizens have easy access to the organization;

**SPECIAL PROVISIONS**

- Seamless customer service means that the Offeror's employees know what they are doing, that information is accurate, that they have a good understanding of how to get problems and decisions made, that they are trained and evaluated for the jobs they are doing;
- Customer service goals must be measurable and regularly evaluated; and
- Continuous improvements in customer service must be made in order to make County and Participating Public Agency services accessible, responsive and as seamless as possible.

5.8. FINANCING OPTIONS:

Offeror should include any financing solutions and payment options available to Participating Public Agencies.

5.9. REPORTING REQUIREMENTS:

5.9.1. Monthly Reports: The Offeror shall furnish electronic monthly reports to the County and Participating Public Agency, to include the following information:

- New product information;
- Price sheets showing price decreases on discontinued Products;
- Decreases on manufacturer's prices on Products still to be manufactured;
- System upgrades;
- Current pricing and Product lists;
- Software upgrades; and
- Special sales or promotions.

As reporting needs may change during the term of the Agreement, the County and Participating Public Agency reserve the right to request changes to the timing and content of the reports as well as additional reports.

5.9.2. Quarterly Reports: The Offeror shall furnish electronic quarterly usage reports showing a summary of the ordering and/or history of the County and each Participating Public Agency department for the previous quarter to the County and Participating Public Agency. The report must show at a minimum, purchase order number, description, part number, serial number, quantity, order number, cost, order date, ship date, total quantity of each item ordered during the period, the reporting period. The County and Participating Public Agency reserves the right to request additional information, if required, when reviewing such data.

5.9.3. Environmental Reporting Requirements: Upon request, the Offeror shall furnish periodic environmental impact reports (i.e. usage, disposal, environmental impact, energy efficiency, changes in manufacturing techniques, etc.) with respect to the Products and Services.

5.10. SUPPORT AND MAINTENANCE:

Each Offeror must provide a complete maintenance and support plan including emergency and non-emergency intervals, as well as periodic routine schedules. Routine maintenance and associated costs must be quoted and shall include but not be limited to:

- Error or defect correction;
- Updates;
- Telephone assistance; and
- Service hours and response times.

5.11. REPRESENTATIONS AND WARRANTIES:

The Offeror represents, warrants and covenants that:



**SPECIAL PROVISIONS**

- 5.11.1. The Products and Services shall satisfy all requirements set forth in the Agreement, including but not limited to any Appendices;
- 5.11.2. All work performed by the Offeror and/or its subcontractors pursuant to the Agreement shall meet highest industry standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 5.11.3. Neither the Products and Services nor any software or hardware provided by the Offeror under the Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
- 5.11.4. The Offeror has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under the Agreement by virtue of interruptions in the computer systems used by the Offeror;
- 5.11.5. All software and documentation provided by the Offeror or its subcontractors will have sufficient information and capabilities to enable the County to permit the public inspection and examination and to provide electronic copies of public records stored, manipulated or retrieved by the Products; and
- 5.11.6. All software and documentation provided by the Offeror or its subcontractors will have sufficient information to enable the County to create an index containing the following information with respect to each database used by the Products without extraordinary commitments of staff or resources: (i) annotated list of data fields: name, description, and restricted field indicator; (ii) description of the format or record layout; (iii) frequency with which the database is updated; (iv) list of any data fields to which public access is restricted; (v) description of each form in which the database can be copied or reproduced; (vi) title of the database; (vii) owner of the data; (viii) narrative description of the database; (ix) person creating the index; and (x) purpose of the database. The Offeror agrees that the information set forth in the preceding sentence constitutes a public record and may be disclosed by the County without the Offeror's consent.

5.12. **BACKGROUND CHECKS:**

The Offeror will provide proof and results of background checks (email or hard copy to an authorized Fairfax County representative) at the Offerors expense for Offeror and Offeror related personnel who work in a County owned/leased/rented facility. Background checks should be performed annually and include:

1. Social Security Number (SSN) – Trace and Verification
2. US Department of Treasury – SDN List and OFAC Sanctions Program
3. US Department of Justice – National Sex Offender Registry
4. Criminal Records – Felony conviction in last ten (10) years
5. Drug screening – Fairfax County is a Drug Free Zone.

**6. TECHNICAL PROPOSAL INSTRUCTIONS:**

Proposals should not contain extraneous information or promotional materials. Offerors should utilize lay person terms and common terminology wherever possible. Proposals should cover the topics outlined in this section and emphasize the Offeror's methodology and approach to the work. Proposals will be evaluated on the basis of information presented by the Offeror and the evaluation criteria listed in this RFP.

The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides. Thumb drive copies submitted must be free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. Those who submit thumb drives that contain viruses, malware, Trojans, worms, rootkits, spyware,



**SPECIAL PROVISIONS**

adware, etc. may be liable for resulting damages and their proposals may be rejected.

- 6.1. The Offeror must submit the Technical Proposal in a separate binder containing the following information divided by tabs. This information will be considered the minimum content of the proposal.

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

Tab 2 – EXECUTIVE SUMMARY:

The Offeror will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 3 – OFFEROR PROFILE:

The Offeror must provide a profile of its organization and all other companies who will be providing products or services through a subcontracting arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

- Name of firm submitting proposal
- Main office address, telephone number, fax number
- Primary contact email address and website address
- If a corporation, when and where incorporated
- List any dba's
- List any appropriate Federal, State and Organization registration numbers
- Number of years in business
- Total number of employees

Tab 4 PROPOSAL:

The Offeror shall provide a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing Offeror's best offer. Following is a framework and questions to guide your organizations suggested solution. Please address the following as completely as possible for each component of the Project in Introduction and Background, Paragraph 3, General Definition of Products and Services and Special Provisions, Paragraph 5, Program Requirements.

- Include a complete listing of programs and services proposed in the same order as Introduction and Background, Paragraph 3, General Definition of Products and Services.
- Process: What steps will your organization take to ensure that the transition/implementation for the Project runs smoothly?
- Transition Plan: If applicable to the Product or Service, the Offeror shall prepare and submit to the County for approval a comprehensive and detailed Transition Plan, which describes in detail all tasks and resources associated with the transition of the Products and Services to the Offeror with minimum disruption to the County's operations.
- Project Plan: Submit a Project Plan (preferably in MS Project format) to describe, to the best of your ability, all times, tasks and resources associated with the implementation of the Project.
- Client Relationship Management: Describe the communications scheme that your organization will use to keep the County informed about the progress of the Project.

**SPECIAL PROVISIONS**

- **Risk Management:** Describe the risks associated with the Project or associated Agreement. What contingencies have been built in to mitigate those risks?

**Tab 5 OFFEROR QUALIFICATIONS AND EXPERIENCE:**

1. The Offeror shall describe its qualifications and experience related to the programs and services proposed. Describe Offeror's ability to meet or exceed requirements in the Special Provisions, Paragraph 5, Program Requirements.
2. Offeror shall identify and provide the same information for all subcontractors or joint venture partners and identify their role in your proposed solution.
3. Offeror shall include copies of any applicable End User License Agreements (EULA) and Service Level Agreements (SLA).

**Tab 6 NATIONAL QUALIFICATIONS (Appendix D):**

1. Supplier Qualifications, Offeror must include a narrative of its understanding and acceptance of the Supplier Commitments.
2. Completed and signed Supplier Qualification Worksheet for National Program Consideration.
3. Detailed response to each element of the SUPPLIER INFORMATION on pages 56-60 (Appendix D).

**Tab 7 – FINANCIAL STATEMENTS:**

The Offeror shall provide an income statement and balance sheet from the two most recent reporting periods.

**Tab 8 – APPENDIX B DOCUMENTS:**

Offeror Data Sheet

Virginia State Corporation Commission Registration Information

Business, Professional and Occupational License

Certification Regarding Debarment or Suspension

Certification Regarding Ethics in Public Contracting

Business Classification

Subcontractor(s) Notification Form

**Tab 9 – REFERENCES**

The Offeror shall complete Appendix C, References.

**Tab 10 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed unaltered (Appendix F):**

**7. COST PROPOSAL INSTRUCTIONS:**

- 7.1. The offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.
- 7.2. Prices may be proposed by region, zone or other categorization.

**SPECIAL PROVISIONS**

7.3. The following information should be submitted as part of the cost proposal:

**Tab 1 – PROPOSED PRODUCT PRICING:**

For any proposed products, Offeror shall provide the following.

1. It is preferred that Offeror provide product pricing using a **fixed percentage** (%) discount off a MANUFACTURER PRICE LIST or other objectively verifiable criteria. The Offeror shall provide copies of the MANUFACTURER PRICE LIST or other objectively verifiable criteria.

If this is not feasible, Offeror may provide detailed cost breakdown of their proposed pricing structure to include direct, indirect, general & administrative, overhead and profit cost details. Along with this data, offerors must submit a justification as to why a Manufacturer Price List or other objectively verifiable criteria is not available. All costs shall be substantiated by an actual invoice indicating the amount paid for products.

Any price reductions, special offerings, sales or promotions occurring during the term of the Agreement, shall be passed on to the County and Participating Public Agencies as soon as they are announced by the manufacturer or Contractor and shall be considered part of the Agreement.

2. Offeror, if a reseller/dealer/distributor, shall provide a listing of all manufacturers it offers with the discount percentage(s) by manufacturer.

**Tab 2 – PROPOSED SERVICES AND SOLUTIONS:**

For any proposed services or solutions, Offeror shall provide the following.

1. For any proposed services and solutions, Offeror must provide a detailed price breakdown for each service or solution separately as well as totals for services provided together, if prices differ.
2. All prices offered in the cost proposal shall include labor, supervision, equipment, travel and any other incidentals to complete the solution, application or service.
3. Labor categories shall be displayed on a cost per hour, either all inclusive or cost per position (director, technical architect, project manager, etc.).

**Tab 3 Additional Offerings:**

1. Detail any additional pricing incentives, discounts or rebates that may be available such as for large volume, bundled solutions, applications, products and services, etc., to Participating Public Agencies.
2. Detail any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, transit authority, etc.
3. Provide the methodology of how you will substantiate and justify any requests for adjustment in cost of solutions, applications, products, and services during the term of the contract. Please refer to paragraph 9.

**Tab 4 Scenarios:**

1. Offerors are asked to take the pricing offered in Tabs 1 through 3 and apply it to the scenarios listed in Attachment 1.
2. Response to scenarios must identify the technical capabilities to meet the scenario along with the cost of these technical capabilities.

**SPECIAL PROVISIONS**

3. Scenarios are examples of what might be purchased off a contract of this nature and will be used to evaluate offerors cost reasonableness.

**8. CONSULTATION SERVICES:**

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

**9. PRICING:**

- 9.1. The pricing structure, discounts and 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, the Producer Price Index (PPI) or other relevant indices.
- 9.2. The request for a change in the pricing structure, discounts and fees 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 43 of the General Conditions & Instructions to Offerors.

**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.

**11. CONTACT FOR CONTRACTUAL MATTERS:**

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

Kristy D. Varda, CPPB, Contract Specialist  
Department of Purchasing and Supply Management  
Telephone: (703) 324-3217  
[kristy.varda@fairfaxcounty.gov](mailto:kristy.varda@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 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 may result in the disqualification of the Offeror's proposal.

**SPECIAL PROVISIONS**

**13. SUBMISSION OF PROPOSAL:**

- 13.1. One (1) original (duly marked), one (1) hard copy and two (2) electronic thumb drive copies of the Technical proposal, and one (1) original (duly marked), one (1) hard copy and two (2) electronic thumb drive copies of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. All submitted copies (hard and electronic) must be identical. The offeror must include a notarized statement that the thumb drive version is a true copy of the printed version. Electronically stamped delivery receipts are available.

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

- 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 Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/solicitation](http://www.fairfaxcounty.gov/solicitation).
- 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. The submitted proposals shall be as follows:
- Each original and copy of the Technical proposal shall consist of:
- a. Cover sheet (DPSM32)
  - b. Technical proposal as required in the Special Provisions, paragraph 6, **TECHNICAL PROPOSAL INSTRUCTIONS**.
- Each original and copy of the Cost proposal shall consist of:
- a. Cover sheet (DPSM32)
  - b. Cost proposal as required in the Special Provisions paragraph 7, **COST PROPOSAL INSTRUCTIONS**.
- 13.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.
- 13.7. The County will be receiving proposals periodically throughout the contract period. The date and time for subsequent submission opportunities will be established at the sole discretion of the County. Each opportunity for submission will be advertised as required by the *Fairfax County Purchasing Resolution*.

**SPECIAL PROVISIONS**

**14. LATE PROPOSALS:**

- 14.1 Proposals received in the Office of the County Purchasing Agent after the date and time prescribed in each posting of the RFP 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 eighty days (180) 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(s) whose proposal(s) is/are 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.

- 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 firm's success in providing in providing the Products and Services on a nationwide basis in a timely manner, including depth of response to PROPOSAL and QUALIFICATIONS of work as outlined in Special Provisions, Paragraph 5 Program Requirements as well as the financial stability of the firm and references of the firm. 35 points



**SPECIAL PROVISIONS**

- b. Offeror's understanding and acceptance of SUPPLIER COMMITMENTS, SUPPLIER WORKSHEET AND SUPPLIER INFORMATION 30 points
  - c. Offeror's Products and Services offerings 10 points
  - d. Reasonableness of cost proposal(s) 25 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.
- 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.
- 16.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

**17. INSURANCE:**

- 17.1 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.
- 17.2 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

**SPECIAL PROVISIONS**

by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.

- d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
  - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - f. Rating Requirements:
    - 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
    - 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
  - g. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
  - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
  - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.
- 17.3. 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.
- 17.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

**18. METHOD OF ORDERING:**

- 18.1 The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 18.2. 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.
- 18.3. 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.
- 18.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.



**SPECIAL PROVISIONS**

- 18.5. 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.

**19. REPORTS AND INVOICING:**

- 19.1. 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.
- 19.2. 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. Contract and/or Purchase order number;
  - e. The type of services; and,
  - f. The itemized cost for each item/service.
- 19.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-f. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

**20. PAYMENTS:**

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

**21. CHANGES:**

- 21.1. 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.
- 21.2. 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.

**22. DELAYS AND SUSPENSIONS:**

- 22.1. 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.
- 22.2. 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

**SPECIAL PROVISIONS**

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.

- 22.3. 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.

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

- 23.1. 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.

**24. PROJECT AUDITS:**

- 24.1. 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.
- 24.2. 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.
- 24.3. 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.
- 24.4. 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.
- 24.5. 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.

**SPECIAL PROVISIONS**

**25. DATA SOURCES:**

- 25.1. 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.

**26. SAFEGUARDS OF INFORMATION:**

- 26.1. 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.

**27. ORDER OF PRECEDENCE:**

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

**28. SUBCONTRACTING:**

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

**29. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 29.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies.
- 29.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 29.3. 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.
- 29.4. 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.
- 29.5. 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.

**SPECIAL PROVISIONS**

**30. NEWS RELEASE BY VENDORS:**

- 30.1. 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.

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

- 31.1. 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.
- 31.2. 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.

**32. HIPAA COMPLIANCE:**

- 32.1. 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.
- 32.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

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

- 33.1 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.

# COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

### 2. DEFINITIONS-

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

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

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

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

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

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

**COUNTY:** County of Fairfax.

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

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

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

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

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

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

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

**RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the

### **General Conditions and Instructions to Bidders**

capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

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

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

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

**STATE:** Commonwealth of Virginia.

#### **CONDITIONS OF BIDDING**

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

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

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

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

#### **5. WITHDRAWAL OF BIDS-**

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



**General Conditions and Instructions to Bidders**

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

**General Conditions and Instructions to Bidders**

**17. BIDDER INTERESTED IN MORE THAN ONE BID-**If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

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

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

**SPECIFICATIONS**

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

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

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

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

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

**AWARD**

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

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

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;



**General Conditions and Instructions to Bidders**

- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

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

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

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

**27. PROMPT PAYMENT DISCOUNT-**

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

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

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

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

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

**CONTRACT PROVISIONS**

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

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

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

**General Conditions and Instructions to Bidders**

**33. TERMINATION OF CONTRACT FOR CAUSE-**

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

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

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

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

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

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

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

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

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

**41. SMALL AND MINORITY BUSINESS UTILIZATION**

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

**General Conditions and Instructions to Bidders**

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

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

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

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

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

**DELIVERY PROVISIONS**

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

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

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

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

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

**General Conditions and Instructions to Bidders**

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

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

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

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

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

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

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

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

**BILLING**

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

**PAYMENTS**

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

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

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

**GENERAL**

**61. GENERAL GUARANTY**-Contractor agrees to:

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

**General Conditions and Instructions to Bidders**

**62. SERVICE CONTRACT GUARANTY**-Contractor agrees to:

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

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

**64. OFFICIALS NOT TO BENEFIT-**

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

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

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

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

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



**General Conditions and Instructions to Bidders**

**BIDDER/CONTRACTOR REMEDIES**

**69. INELIGIBILITY-**

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

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

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

**71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-**

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

**General Conditions and Instructions to Bidders**

- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

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

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

**73. CONTRACTUAL DISPUTES-**

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County 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.

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

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

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

**General Conditions and Instructions to Bidders**

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

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

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

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

**APPROVED:**

/S/ David P. Bobzien  
COUNTY ATTORNEY

/S/ Cathy A. Muse  
COUNTY PURCHASING AGENT



**OFFEROR DATA SHEET**

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

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

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

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

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

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

Payment Address, if different from above:

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

Fairfax County Bidder or Supplier Number (if applicable)

\_\_\_\_\_

(Note: Vendors can register for the number above at: [www.fairfaxcounty.gov/vendorportal](http://www.fairfaxcounty.gov/vendorportal))

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**  
**REGISTRATION INFORMATION**

The bidder:

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 whose 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:

### BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

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

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

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

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

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

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

**Printed Name of Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_ / \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**SSN or TIN No:** \_\_\_\_\_

**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.***

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## **BUSINESS CLASSIFICATION**

### **DEFINITIONS**

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

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

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

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



**COUNTY OF FAIRFAX  
DEPARTMENT OF PURCHASING & SUPPLY 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**

Contract Number/Title: \_\_\_\_\_

Prime Contractors Name: \_\_\_\_\_

Prime Contractor's Classification: \_\_\_\_\_

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 28, Special Provisions). Please complete this form and return it with your submission.

**Please check here if you are not using a subcontractor:** \_\_\_\_\_

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

**Complete and return this form with your proposal.**

REFERENCES

Provide 3 references, preferably 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**

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Title: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_

Description of technology products and solutions provided:

Contract Award Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Initial Contract Amount: \$ \_\_\_\_\_ Final Contract Amount: \$ \_\_\_\_\_

\*\*\*\*\*

**Reference 2**

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Title: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_

Description of technology products and solutions provided:

Contract Award Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Initial Contract Amount: \$ \_\_\_\_\_ Final Contract Amount: \$ \_\_\_\_\_

\*\*\*\*\*

**Reference 3**

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Title: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_

Description of technology products and solutions provided:

Contract Award Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Initial Contract Amount: \$ \_\_\_\_\_ Final Contract Amount: \$ \_\_\_\_\_

\*\*\*\*\*



**SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**

**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 AND SUPPLIER INFORMATION**

(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:

(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.

**SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**

(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 direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, 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 best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible

**SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**

for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

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

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

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

(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 AND SUPPLIER INFORMATION**

**U.S. COMMUNITIES ADMINISTRATION AGREEMENT INSTRUCTIONS**

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

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

**SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**

**SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.  
YES \_\_\_ NO \_\_\_
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?  
YES \_\_\_ NO \_\_\_
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?  
YES \_\_\_ NO \_\_\_
- D. Did your company have sales greater than \$100 million last year in the United States?  
YES \_\_\_ NO \_\_\_
- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?  
YES \_\_\_ NO \_\_\_
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?  
YES \_\_\_ NO \_\_\_
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?  
YES \_\_\_ NO \_\_\_
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES \_\_\_ NO \_\_\_
- I. Will your company commit to the following program implementation schedule?  
YES \_\_\_ NO \_\_\_
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?  
YES \_\_\_ NO \_\_\_

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

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

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

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

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

**SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**

**NEW SUPPLIER IMPLEMENTATION CHECKLIST**

<b>New Supplier Implementation Checklist</b>		<b>Target Completion After Award</b>
<b>1. First Conference Call</b>		<b>One Week</b>
Initial Kick Off Call to discuss expectations Establish initial contact people & roles/responsibilities Supplier Log-In Credentials established		
<b>2. Executed Legal Documents</b>		<b>One Week</b>
U.S. Communities Admin Agreement Lead Public Agency Agreement signed		
<b>3. Program Contact Requirements</b>		<b>One Week</b>
Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number		
<b>4. Second Conference Call</b>		<b>Two Weeks</b>
Set Contract Launch Date & Outline Kick Off Plan Establish WebEx Training Dates Review Contract Commitments Complete Supplier Set Up Form Complete User Account and User ID Form Identify Dates for Senior Management Meeting		
<b>5. Marketing Kick Off Call</b>		<b>Two Weeks</b>
Overview of Marketing Requirements Establish Timeline for Marketing Deliverables Set Weekly Marketing Call		
<b>6. Initial NAM &amp; Staff Training Meetings</b>		<b>Three Weeks</b>
Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations of Lead Referral contact with NAM & identified LRC		
<b>7. Senior Management Meeting</b>		<b>Four Weeks</b>
Implementation Process Progress Report U.S. Communities & Vendor Organizational Overview Supplier Manager to review & further discuss commitments		
<b>8. Review Top Joint Target Opportunities</b>		<b>Five Weeks</b>
Top 10 Local Contracts Review top U.S. Communities PPA's		

**SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**

<b>9. Web Development</b>	
Initiate IT contact	<b>Two Weeks</b>
Initiate E-Commerce Conversation	<b>Two Weeks</b>
Product Upload to U.S. Communities site	<b>Five Weeks</b>
<b>10. Sales Training &amp; Roll Out</b>	
Program Manager briefing - Coordinate with NAM	<b>Five Weeks</b>
Initial remote WebEx training for all sales - Coordinate with NAM	<b>Four Weeks</b>
Initiate contact with Advisory Board (AB) members	<b>Six Weeks</b>
Determine PM & Local Metro teams strategy sessions	<b>Six Weeks</b>



**SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**

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

**Company**

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	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
<b>Total: 366</b>		

2. Describe how the above sales persons would be utilized in selling this contract, including the time commitment each sales person will devote to selling this contract.
3. Provide the company annual sales for 2012, 2013 and 2014 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014			
Segment	2012 Sales	2013 Sales	2014 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b>Total Supplier Sales</b>			

4. Provide annual sales for 2012, 2013 and 2014 in the United States for the proposed Products and/or Services; Sales reporting should be segmented into the following categories:

**SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014</b>			
<b>Segment</b>	<b>2012 Sales</b>	<b>2013 Sales</b>	<b>2014 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b>Total Supplier Sales</b>			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided.

**Distribution**

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. Provide the number and location of support centers (if applicable).
6. 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), your company's diversity of owner employees, 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.

**SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**

**Marketing**

1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
  - a. \$ \_\_\_\_\_ .00 will be transitioned in year one.
  - b. \$ \_\_\_\_\_ .00 will be transitioned in year two.
  - c. \$ \_\_\_\_\_ .00 will be transitioned in year three.

**National Staffing Plan**

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
  - a. Identify the key personnel who will lead and support the implementation period of the contract outlined in Appendix D, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;
  - b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;
  - c. Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member's role in maintaining and growing the contract; and 3) a timeline of each member's involvement throughout the contract.
2. Provide an organizational chart of your company.
3. Submit the resumes of the below personnel:
  - a. The person your company proposes to serve as the National Accounts Manager,
  - b. Each person that will be dedicated full time to U.S. Communities account management, and
  - c. Key executive personnel that will be supporting the program.

## **SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**

### **Products, Services and Solutions**

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Introduction and Background, Paragraph 5, General Definition of Products and Services of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
3. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for the Products and Services.

### **Quality**

1. Describe your company's quality control processes.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. Describe and provide all product or service warranties.

### **Administration**

1. Describe your company's capacity to employ telephone, ecommerce, etc., with a specific proposal for processing orders under the Master Agreement.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
4. Describe your company's ecommerce capabilities:
  - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
  - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
5. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.

**SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**

6. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
7. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
8. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

**Environmental**

1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy.
2. Describe your company's process for defining green products or sustainable processes.
3. Provide a green product listing. Describe any environmental attributes (recycled materials, energy efficiency, biodegradable, low-toxicity, etc.) or certifications achieved for each product.
4. Describe your product's recyclability. Describe any buy back or take back options offered. Describe your company's efforts to reduce or reuse packaging and minimize 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/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.



**ADMINISTRATION AGREEMENT**

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

**RECITALS**

WHEREAS, \_\_\_\_\_ ("Lead Public Agency") has entered into a certain Master Agreement dated as of 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 as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

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

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

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

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

**ARTICLE I**

**GENERAL TERMS AND CONDITIONS**

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

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

## **ADMINISTRATION AGREEMENT**

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

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

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

## **ARTICLE II**

### **TERM OF AGREEMENT**

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

## **ARTICLE III**

### **REPRESENTATIONS AND COVENANTS**

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

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

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

(b) **Training and Knowledge Management Support.** U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided

## **ADMINISTRATION AGREEMENT**

herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

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

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

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

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

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

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

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

(b) **Pricing Commitment.**

## ADMINISTRATION AGREEMENT

(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:

(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.

## **ADMINISTRATION AGREEMENT**

(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 direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, 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 best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

## **ADMINISTRATION AGREEMENT**

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

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

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

(A) A dedicated U.S. Communities internet web-based homepage containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(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.

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-



## **ADMINISTRATION AGREEMENT**

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 up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000. 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. 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,



**ADMINISTRATION AGREEMENT**

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

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

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

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities’ reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities’ trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities’ reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier’s reports. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

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

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

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

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

**ADMINISTRATION AGREEMENT**

(vii) Sales Report Builder

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

**ARTICLE VI**

**MISCELLANEOUS**

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

6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

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

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

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

U.S. Communities: U.S. Communities  
2999 Oak Road, Suite 710  
Walnut Creek, California 94597  
Attn: Program Manager Administration

Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

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

## **ADMINISTRATION AGREEMENT**

extent whatever.

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

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

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

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

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

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

**ADMINISTRATION AGREEMENT**

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

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

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

**ADMINISTRATION AGREEMENT**

EXHIBIT A

MASTER AGREEMENT

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

**ADMINISTRATION AGREEMENT**

**EXHIBIT B**

**SALES REPORT FORMAT**

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles County									
Dept Name	Optional	Text	255 max	Purchasing Dept									
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID	Agency Type Description												
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												

**STATE NOTICE ADDENDUM**

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

**Nationwide:**

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

**Other states:**

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

<b>State: HI</b>	Honokaa
	Honolulu
<b>Account Type: HI Counties, Cities, Colleges</b>	Honomu
	Hoolehua
Hawaii County	Kaaawa
Honolulu County	Kahuku
Kauai County	Kahului
Maui County	Kailua
Kalawao County	Kailua Kona
Aiea	Kalaheo
Anahola	Kalaupapa
Barbers Point N A S	Kamuela
Camp H M Smith	Kaneohe
Captain Cook	Kapaa
Eleele	Kapaau
Ewa Beach	Kapolei
Fort Shafter	Kaumakani
Haiku	Kaunakakai
Hakalau	Kawela Bay
Haleiwa	Keaau
Hana	Kealakekua
Hanalei	Kealia
Hanamaulu	Keauhou
Hanapepe	Kekaha
Hauula	Kihei
Hawaii National Park	Kilauea
Hawaiian Ocean View	Koloa
Hawi	Kualapuu
Hickam AFB	Kula
Hilo	Kunia
Holualoa	Kurtistown
Honaunau	Lahaina



**STATE NOTICE ADDENDUM**

Laie	Tripler Army Medical Center
Lanai City	Volvano
Laupahoehoe	Wahiawa
Lawai	Waialua
Lihue	Waianae
M C B H Kaneohe Bay	Waikoloa
Makawao	Wailuku
Makaweli	Waimanalo
Maunaloa	Waimea
Mililani	Waipahu
Mountain View	Wake Island
Naalehu	Wheeler Army Airfield
Ninole	Brigham Young University - Hawaii
Ocean View	Chaminade University of Honolulu
Ookala	Hawaii Business College
Paauhau	Hawaii Pacific University
Paauilo	Hawaii Technology Institute
Pahala	Heald College - Honolulu
Pahoa	Remington College - Honolulu Campus
Paia	University of Phoenix - Hawaii Campus
Papaaloa	Hawaii Community College
Papaikou	Honolulu Community College
Pearl City	Kapiolani Community College
Pearl Harbor	Kauai Community College
Pepeekeo	Leeward Community College
Princeville	Maui Community College
Pukalani	University of Hawaii at Hilo
Puunene	University of Hawaii at Manoa
Schofield Barracks	Windward Community College

**STATE NOTICE ADDENDUM**

**State: HI (122 records)**

**Account Type: K-12 (16 records)**

Malama Honua Public Charter School  
ST JOHN THE BAPTIST  
Waimanalo Elementary and Intermediate School  
Kailua High School  
PACIFIC BUDDHIST ACADEMY  
HAWAII TECHNOLOGY ACADEMY  
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.  
MARYKNOLL SCHOOL  
ISLAND SCHOOL  
STATE OF HAWAII, DEPT. OF EDUCATION  
KE KULA O S. M. KAMAKAU  
KAMEHAMEHA SCHOOLS  
HANAHAU`OLI SCHOOL  
EMMANUAL LUTHERAN SCHOOL  
School Lunch Program  
Our Savior Lutheran School

**Account Type: County (5 records)**

BOARD OF WATER SUPPLY  
MAUI COUNTY COUNCIL  
Kauai County Council  
Honolulu Fire Department  
COUNTY OF MAUI

**Account Type: Non-Profit (70 records)**

Lanai Community Health Center  
Maui High Band Booster Club  
Naalehu Assembly of God  
outrigger canoe club  
One Kalakaua  
Native Hawaiian Hospitality Association  
St. Theresa School  
Hawaii Peace and Justice  
Kauai Youth Basketball Association  
NA HALE O MAUI  
LEEWARD HABITAT FOR HUMANITY  
WAIANAE COMMUNITY OUTREACH

NA LEI ALOHA FOUNDATION  
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA  
BUILDING INDUSTRY ASSOCIATION OF HAWAII  
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION  
LANAKILA REHABILITATION CENTER INC.  
POLYNESIAN CULTURAL CENTER  
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST  
BISHOP MUSEUM  
ALCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA  
ASSOCIATION OF OWNERS OF KUKUI PLAZA  
MAUI ECONOMIC DEVELOPMENT BOARD  
NETWORK ENTERPRISES, INC.  
HONOLULU HABITAT FOR HUMANITY  
ALOHACARE  
ORI ANUENUE HALE, INC.  
IUPAT, DISTRICT COUNCIL 50  
GOODWILL INDUSTRIES OF HAWAII, INC.  
HAROLD K.L. CASTLE FOUNDATION  
MAUI ECONOMIC OPPORTUNITY, INC.  
EAH, INC.  
PARTNERS IN DEVELOPMENT FOUNDATION  
HABITAT FOR HUMANITY MAUI  
W. M. KECK OBSERVATORY  
HAWAII EMPLOYERS COUNCIL  
HAWAII STATE FCU  
MAUI COUNTY FCU  
PUNAHOU SCHOOL  
YMCA OF HONOLULU  
EASTER SEALS HAWAII  
AMERICAN LUNG ASSOCIATION  
Pohaha I Ka Lani  
Hawaii Area Committee  
Lanai Federal Credit Union  
READ TO ME INTERNATIONAL FOUNDATION  
MAUI FAMILY YMCA  
WAILUKU FEDERAL CREDIT UNION  
ST. THERESA CHURCH  
HALE MAHAOLU  
West Maui Community Federal Credit Union  
Hawaii Island Humane Society

**STATE NOTICE ADDENDUM**

Kama'aina Care Inc  
International Archaeological Research  
Institute, Inc.  
Community Empowerment Resources  
Tutu and Me Traveling Preschool  
First United Methodist Church  
AOAO Royal Capitol Plaza  
Kumpang Lanai  
Child and Family Service  
MARINE SURF WAIKIKI, INC.  
Hawaii Health Connector  
Hawaii Carpenters Market Recovery Program  
Fund  
Puu Heleakala Community Association  
Saint Louis School  
Kailua Racquet Club, Ltd.  
Homewise Inc.  
Hawaii Baptist Academy  
Kroc Center Hawaii  
Kupu

**Account Type: College and University (8 records)**

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

**Account Type: Other (7 records)**

Hawaii Information Consortium  
Leeward Community Church  
E Malama In Keiki O Lanai  
Keawala'i Congregational Church  
Lanai Community Hospital  
Angels at Play Preschool & Kindergarten  
Queen Emma Gardens AOAO

**Account Type: Community College (2 records)**

Honolulu Community College

COLLEGE OF THE MARSHALL ISLANDS

**Account Type: State Agency (10 records)**

DOT Airports Division Hilo International Airport  
Judiciary - State of Hawaii  
ADMIN. SERVICES OFFICE  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
HAWAII CHILD SUPPORT ENFORCEMENT  
AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
HAWAII AGRICULTURE RESEARCH CENTER  
STATE OF HAWAII  
Third Judicial Circuit - State of Hawaii

**Account Type: Consolidated City/County (2 records)**

CITY AND COUNTY OF HONOLULU  
Lanai Youth Center

**Account Type: Federal (2 records)**

US Navy  
Defense Information System Agency

**State: OR (1,221 records)**

**Account Type: K-12 (215 records)**

Warrenton Hammond School  
Columbia Academy  
VALLEY CATHOLIC SCHL  
CROOK COUNTY SCHOOL DISTRICT  
CORBETT SCHL DIST #39  
Bethel School District #52  
St. Therese Parish/School  
Portland YouthBuilders  
Wallowa County ESD  
Fern Ridge School District 28J  
Knova Learning  
New Horizon Christian School  
MOLALLA RIVER ACADEMY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
SOUTHWEST CHARTER SCHOOL  
WHITEAKER MONTESSORI SCHOOL  
CASCADES ACADEMY OF CENTRAL OREGON

**STATE NOTICE ADDENDUM**

NEAH-KAH-NIE DISTRICT NO.56	RAINIER SCHOOL DISTRICT
INTER MOUNTAIN ESD	NORTH CLACKAMAS SCHOOL DISTRICT
STANFIELD SCHOOL DISTRICT	MONROE SCHOOL DISTRICT NO.1J
LA GRANDE SCHOOL DISTRICT	CHILDPEACE MONTESSORI
CASCADE SCHOOL DISTRICT	HEAD START OF LANE COUNTY
DUFUR SCHOOL DISTRICT NO.29	HARNEY COUNTY SCHOOL DIST. NO.3
hillsboro school district	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
GASTON SCHOOL DISTRICT 511J	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
BEAVERTON SCHOOL DISTRICT	LEBANON COMMUNITY SCHOOLS NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29	MT.SCOTT LEARNING CENTERS
WILLAMINA SCHOOL DISTRICT	SEVEN PEAKS SCHOOL
MCMINNVILLE SCHOOL DISTRICT NO.40	DE LA SALLE N CATHOLIC HS
Sheridan School District 48J	MULTISENSORY LEARNING ACADEMY
THE CATLIN GABEL SCHOOL	MITCH CHARTER SCHOOL
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	REALMS CHARTER SCHOOL
CENTRAL CATHOLIC HIGH SCHOOL	BAKER SCHOOL DISTRICT 5-J
CANYONVILLE CHRISTIAN ACADEMY	PHILOMATH SCHOOL DISTRICT
OUR LADY OF THE LAKE SCHOOL	CLACKAMAS EDUCATION SERVICE DISTRICT
NYSSA SCHOOL DISTRICT NO. 26	CANBY SCHOOL DISTRICT
ARLINGTON SCHOOL DISTRICT NO. 3	OREGON TRAIL SCHOOL DISTRICT NO.46
LIVINGSTONE ADVENTIST ACADEMY	WEST LINN WILSONVILLE SCHOOL DISTRICT
Santiam Canyon SD 129J	MOLALLA RIVER SCHOOL DISTRICT NO.35
WEST HILLS COMMUNITY CHURCH	ESTACADA SCHOOL DISTRICT NO.108
BANKS SCHOOL DISTRICT	GLADSTONE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT	ASTORIA SCHOOL DISTRICT 1C
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	SEASIDE SCHOOL DISTRICT 10
HARNEY EDUCATION SERVICE DISTRICT	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
GREATER ALBANY PUBLIC SCHOOL DISTRICT	VERNONIA SCHOOL DISTRICT 47J
LAKE OSWEGO SCHOOL DISTRICT 7J	SOUTH COAST EDUCATION SERVICE DISTRICT
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	COOS BAY SCHOOL DISTRICT NO.9
SILVER FALLS SCHOOL DISTRICT	COOS BAY SCHOOL DISTRICT
St Helens School District	NORTH BEND SCHOOL DISTRICT 13
DAYTON SCHOOL DISTRICT NO.8	COQUILLE SCHOOL DISTRICT 8
Amity School District 4-J	MYRTLE POINT SCHOOL DISTRICT NO.41
SCAPPOOSE SCHOOL DISTRICT 1J	BANDON SCHOOL DISTRICT
REEDSPORT SCHOOL DISTRICT	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
FOREST GROVE SCHOOL DISTRICT	REDMOND SCHOOL DISTRICT
DAVID DOUGLAS SCHOOL DISTRICT	DESCHUTES COUNTY SD NO.6 - SISTERS SD
LOWELL SCHOOL DISTRICT NO.71	DOUGLAS EDUCATION SERVICE DISTRICT
TIGARD-TUALATIN SCHOOL DISTRICT	ROSEBURG PUBLIC SCHOOLS
SHERWOOD SCHOOL DISTRICT 88J	GLIDE SCHOOL DISTRICT NO.12

**STATE NOTICE ADDENDUM**

SOUTH UMPQUA SCHOOL DISTRICT #19	REYNOLDS SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32	CENTENNIAL SCHOOL DISTRICT
ELKTON SCHOOL DISTRICT NO.34	NOBEL LEARNING COMMUNITIES
DOUGLAS COUNTY SCHOOL DISTRICT 116	St. Stephen's Academy
HOOD RIVER COUNTY SCHOOL DISTRICT	Salem-Keizer 24J
PHOENIX-TALENT SCHOOL DISTRICT NO.4	McKay High School
CENTRAL POINT SCHOOL DISTRICT NO. 6	Pine Eagle Charter School
JACKSON CO SCHOOL DIST NO.9	Waldo Middle School
ROGUE RIVER SCHOOL DISTRICT NO.35	hermiston school district
MEDFORD SCHOOL DISTRICT 549C	Clear Creek Middle School
CULVER SCHOOL DISTRICT NO.	Marist High School
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	Victory Academy
GRANTS PASS SCHOOL DISTRICT 7	Vale School District No. 84
LOST RIVER JR/SR HIGH SCHOOL	St. Mary School
KLAMATH FALLS CITY SCHOOLS	Junction City High School
LANE COUNTY SCHOOL DISTRICT 4J	Three Rivers School District
SPRINGFIELD SCHOOL DISTRICT NO.19	Fern Ridge School District
CRESWELL SCHOOL DISTRICT	JESUIT HIGH SCHL EXEC OFC
SOUTH LANE SCHOOL DISTRICT 45J3	LASALLE HIGH SCHOOL
LANE COUNTY SCHOOL DISTRICT 69	Southwest Christian School
SIUSLAW SCHOOL DISTRICT	Willamette Christian School
SWEET HOME SCHOOL DISTRICT NO.55	Westside Christian High School
LINN CO. SCHOOL DIST. 95C - SCIO SD	CS LEWIS ACADEMY
ONTARIO MIDDLE SCHOOL	Portland America School
GERVAIS SCHOOL DIST. #1	Forest Hills Lutheran School
NORTH SANTIAM SCHOOL DISTRICT 29J	Mosier Community School
JEFFERSON SCHOOL DISTRICT	Koreducators Lep High
SALEM-KEIZER PUBLIC SCHOOLS	Warrenton Hammond School District
MT. ANGEL SCHOOL DISTRICT NO.91	Sutherlin School District
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	Malheur Elementary School District
MORROW COUNTY SCHOOL DISTRICT	Ontario School District
MULTNOMAH EDUCATION SERVICE DISTRICT	Parkrose School District 3
GRESHAM-BARLOW SCHOOL DISTRICT	Riverdale School District 51J
DALLAS SCHOOL DISTRICT NO. 2	Tillamook School District
CENTRAL SCHOOL DISTRICT 13J	Madeleine School
St. Mary Catholic School	Union School District
CROSSROADS CHRISTIAN SCHOOL	Helix School District
ST. ANTHONY SCHOOL	Molalla River jSchool District
HERITAGE CHRISTIAN SCHOOL	Corvallis School District 509J
BEND-LA PINE SCHOOL DISTRICT	Falls City School District #57
GLENDALE SCHOOL DISTRICT	Portland Christian Schools
LINCOLN COUNTY SCHOOL DISTRICT	LUCKIAMUTE VALLEY CHARTER SCHOOLS
PORTLAND PUBLIC SCHOOLS	Deer Creek Elementary School
	Yamhill Carlton School District

**STATE NOTICE ADDENDUM**

HARRISBURG SCHL DIST  
CENTRAL CURRY SCHL DIST#1  
BNAI BRITH CAMP  
OREGON FOOD BANK  
ABIQUA SCHL  
Salem keizar school district  
Athena Weston School District 29RJ  
Imbler School District #11  
monument school  
PENDLETON SCHOOL DISTRICT #16R  
Ohara Catholic School  
St. Paul School District  
St Paul Parish School  
EagleRidge High School  
Grant Community School  
Northwest Academy  
Sunny Wolf Charter School  
MCKENZIE SCHOOL DISTRICT 068  
L'Etoile French Immersion School  
LA GRANDE SCHOOL DISTRICT 001  
Marist Catholic High School  
Elgin school dist.  
PLEASANT HILL SCH DIST #1  
Ukiah School District 80R  
North Powder Charter School  
French American School  
Mastery Learning Institute  
North Lake School District 14  
Early College High School

**Account Type: County (46 records)**

GILLIAM COUNTY OREGON  
HOUSING AUTHORITY OF CLACKAMAS COUNTY  
UMATILLA COUNTY, OREGON  
MULTNOMAH LAW LIBRARY  
clackamas county  
CLATSOP COUNTY  
COLUMBIA COUNTY, OREGON  
coos county  
CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES COUNTY  
GILLIAM COUNTY  
GRANT COUNTY, OREGON

HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
jackson county  
josephine county  
klamath county  
LANE COUNTY  
LINN COUNTY  
MARION COUNTY , SALEM, OREGON  
MULTNOMAH COUNTY  
SHERMAN COUNTY  
WASCO COUNTY  
YAMHILL COUNTY  
WALLOWA COUNTY  
ASSOCIATION OF OREGON COUNTIES  
NAMI LANE COUNTY  
BENTON COUNTY  
DOUGLAS COUNTY  
JEFFERSON COUNTY  
LAKE COUNTY  
LINCOLN COUNTY  
POLK COUNTY  
UNION COUNTY  
WASHINGTON COUNTY  
MORROW COUNTY  
NORCOR Juvenile Detention  
Tillamook County Estuary  
Job Council  
BAKER CNTY GOVT  
TILLAMOOK CNTY  
Wheeler County  
Lane County Sheriff's Office  
Clackamas County Juvenile Dept  
City of Seaside Police Department

**Account Type: Non-Profit (563 records)**

Tamarack Aquatic Center  
Seven Feathers Casino  
St Paul Baptist Church  
Long Tom Watershed Council  
San Martin Deporres Catholic Church  
Portland Parks Foundation  
Cedar Hills Baptist Church  
Unitarian Universalist Church in Eugene  
Emmanuel Bible Church

**STATE NOTICE ADDENDUM**

Oregon Farm Bureau	COLLEGE HOUSING NORTHWEST
Mt Emily Safe Center	PARALYZED VETERANS OF AMERICA
Salem First Presbyterian Church	Independent Development Enterprise Alliance
Rolling Hills Baptist Church	MID-WILLAMETTE VALLEY COMMUNITY
Baker Elks	ACTION AGENCY, INC
Gates Community Church of Christ	HALFWAY HOUSE SERVICES, INC.
PIP Corps LLC	REDMOND PROFICIENCY ACADEMY
Turtle Ridge Wildlife Center	OHSU FOUNDATION
Grande Ronde Model Watershed Foundation	SHELTERCARE
Western Environmental Law Center	PRINGLE CREEK SUSTAINABLE LIVING CENTER
Mercy Flights, Inc.	PACIFIC INSTITUTES FOR RESEARCH
The Christian Church of Hillsboro Oregonb	Mental Health for Children, Inc.
HHoly Trinity Greek Orthodox Cathedral	The Dreaming Zebra Foundation
MECOP Inc.	LAUREL HILL CENTER
Beaverton Christians Church	THE OREGON COMMUNITY FOUNDATION
Oregon Humanities	OCHIN
St. Pius X School	WE CARE OREGON
Community Connection of Northeast Oregon, Inc.	SE WORKS
St Mark Presbyterian Church	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
Living Opportunities, Inc.	OMNIMEDIX INSTITUTE
Coos Art Museum	PORTLAND BUSINESS ALLIANCE
OETC	GATEWAY TO COLLEGE NATIONAL NETWORK
Blanchet House of Hospitality	FOUNDATIONS FOR A BETTER OREGON
Merchants Exchange of Portland, Oregon	GOAL ONE COALITION
Coalition for a Livable Future	ATHENA LIBRARY FRIENDS ASSOCIATION
Central Oregon Visitors Association	Coastal Family Health Center
Soroptimist International of Gold Beach, OR	CENTER FOR COMMUNITY CHANGE
Real Life Christian Church	STAND FOR CHILDREN
Dayton Christian Church	ST. VINCENT DEPAUL OF LANE COUNTY
Delphian School	EAST SIDE FOURSQUARE CHURCH
AVON	CORVALLIS MOUNTAIN RESCUE UNIT
EPUD-Emerald People's Utility District	InventSuccess
Human Solutions, Inc.	SHERIDAN JAPANESE SCHOOL FOUNDATION
The Wallace Medical Concern	The Blosser Center for Dyslexia Resources
Boys & Girls Club of Salem, Marion & Polk Counties	MOSAIC CHURCH
The Ross Ragland Theater and Cultural Center	HOUSING AUTHORITY OF LINCOLN COUNTY
Cascade Health Solutions	RENEWABLE NORTHWEST PROJECT
Umpqua Community Health Center	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
ALZHEIMERS NETWORK OF OREGON	CONSERVATION BIOLOGY INSTITUTE
NATIONAL WILD TURKEY FEDERATION	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
TILLAMOOK ESTUARIES PARTNERSHIP	BLACHLY LANE ELECTRIC COOPERATIVE
LIFEWORCS NW	MORNING STAR MISSIONARY BAPTIST



**STATE NOTICE ADDENDUM**

CHURCH  
NORTHWEST FOOD PROCESSORS  
ASSOCIATION  
INDEPENDENT INSURANCE AGENTS AND  
BROKERS OF OREGON  
OREGON EDUCATION ASSOCIATION  
HEARING AND SPEECH INSTITUTE INC  
SALEM ELECTRIC  
MORRISON CHILD AND FAMILY SERVICES  
JUNIOR ACHIEVEMENT  
CENTRAL BIBLE CHURCH  
MID COLUMBIA MEDICAL CENTER-GREAT 'N  
SMALL  
TRILLIUM FAMILY SERVICES, INC.  
YWCA SALEM  
PORTLAND ART MUSEUM  
SAINT JAMES CATHOLIC CHURCH  
SOUTHERN OREGON HUMANE SOCIETY  
VOLUNTEERS OF AMERICA OREGON  
CENTRAL DOUGLAS COUNTY FAMILY YMCA  
METROPOLITAN FAMILY SERVICE  
OREGON MUSUEM OF SCIENCE AND INDUSTRY  
FIRST UNITARIAN CHURCH  
ST. ANTHONY CHURCH  
Good Shepherd Medical Center  
Salem Academy  
GEN CONF OF SDA CHURCH WESTERN OR  
PORTLAND ADVENTIST ACADEMY  
ST VINCENT DE PAUL  
OUTSIDE IN  
UNITED CEREBRAL PALSY OF OR AND SW WA  
WILLAMETTE VIEW INC.  
PORTLAND HABILITATION CENTER, INC.  
OREGON STATE UNIVERSITY ALUMNI  
ASSOCIATION  
Rose Villa  
NORTHWEST LINE JOINT APPRENTICESHIP &  
TRAINING COMMITTEE  
BOYS AND GIRLS CLUBS OF PORTLAND  
METROPOLITAN AREA  
Oregon Research Institute  
WILLAMETTE LUTHERAN HOMES, INC  
LANE MEMORIAL BLOOD BANK  
PORTLAND JEWISH ACADEMY  
LANECO FEDERAL CREDIT UNION

GRANT PARK CHURCH  
ST. MARYS OF MEDFORD, INC.  
US CONFERENCE OF MENONNITE BRETHREN  
CHURCHES  
FAITHFUL SAVIOR MINISTRIES  
OREGON CITY CHURCH OF THE NAZARENE  
OREGON COAST COMMUNITY ACTION  
EDUCATION NORTHWEST  
COMMUNITY ACTION TEAM, INC.  
EUGENE SYMPHONY ASSOCIATION, INC.  
STAR OF HOPE ACTIVITY CENTER INC.  
SPARC ENTERPRISES  
SOUTHERN OREGON CHILD AND FAMILY  
COUNCIL, INC.  
SALEM ALLIANCE CHURCH  
Lane Council of Governments  
FORD FAMILY FOUNDATION  
TRAILS CLUB  
NEWBERG FRIENDS CHURCH  
WOODBURN AREA CHAMBER OF COMMERCE  
CONTEMPORARY CRAFTS MUSEUM AND  
GALLERY  
CITY BIBLE CHURCH  
OREGON LIONS SIGHT & HEARING  
FOUNDATION  
PORTLAND WOMENS CRISIS LINE  
THE SALVATION ARMY - CASCADE DIVISION  
WILLAMETTE FAMILY  
WHITE BIRD CLINIC  
GOODWILL INDUSTRIES OF LANE AND SOUTH  
COAST COUNTIES  
PLANNED PARENTHOOD OF SOUTHWESTERN  
OREGON  
HOUSING NORTHWEST  
OREGON ENVIRONMENTAL COUNCIL  
MEALS ON WHEELS PEOPLE, INC.  
FAITH CENTER  
Bob Belloni Ranch, Inc.  
GOOD SHEPHERD COMMUNITIES  
SACRED HEART CATHOLIC DAUGHTERS  
HELP NOW! ADVOCACY CENTER  
TENAS ILLAHEE CHILDCARE CENTER  
SUNRISE ENTERPRISES  
LOOKING GLASS YOUTH AND FAMILY SERVICES  
SERENITY LANE

**STATE NOTICE ADDENDUM**

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

SONRISE CHURCH  
LIVING WAY FELLOWSHIP  
Women's Safety & Resource Center  
SEXUAL ASSAULT RESOURCE CENTER  
IRCO  
NORTHWEST YOUTH CORPS  
TILLAMOOK CNTY WOMENS CRISIS CENTER  
SECURITY FIRST CHILD DEVELOPMENT CENTER  
CLASSROOM LAW PROJECT  
YOUTH GUIDANCE ASSOC.  
PREGNANCY RESOUCCE CENTERS OF GRETER  
PORTLAND  
ELMIRA CHURCH OF CHRIST  
JASPER MOUNTAIN  
ACUMENTRA HEALTH  
WORKSYSTEMS INC  
COVENANT CHRISTIAN HOOD RIVER  
OREGON DONOR PROGRAM  
NAMI OREGON  
OLIVET BAPTIST CHURCH  
SILVERTON AREA COMMUNITY AID  
CONFEDERATED TRIBES OF GRAND RONDE  
NEIGHBORIMPACT  
CATHOLIC COMMUNITY SERVICES  
NEW AVENUES FOR YOUTH INC  
LA CLINICA DEL CARINO FAMILY HEALTH CARE  
CENTER  
DECISION SCIENCE RESEARCH INSTITUTE, INC.  
WESTERN STATES CENTER  
HIV ALLIANCE, INC  
PARTNERSHIPS IN COMMUNITY LIVING, INC.  
FANCONI ANEMIA RESEARCH FUND INC.  
BLIND ENTERPRISES OF OREGON  
OREGON BALLET THEATRE  
SMART  
All God's Children International  
FARMWORKER HOUISNG DEV CORP  
UMPQUA COMMUNITY DEVELOPMENT  
CORPORATION  
REGIONAL ARTS AND CULTURE COUNCIL  
THE EARLY EDUCATION PROGRAM, INC.  
MACDONALD CENTER  
EVERGREEN AVIATION MUSEUM AND CAP.  
MICHAEL KING.  
SELF ENHANCEMENT INC.

**STATE NOTICE ADDENDUM**

FRIENDS OF THE CHILDREN	UNION GOSPEL MISSION
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	GRACE BAPTIST CHURCH
COMMUNITY VETERINARY CENTER	COMMUNITY ACTION ORGANIZATION
PORTLAND SCHOOLS FOUNDATION	OUTSIDE IN
SUSTAINABLE NORTHWEST	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
OREGON DEATH WITH DIGNITY	ELAW
BIRCH COMMUNITY SERVICES, INC.	COMMUNITY HEALTH CENTER, INC
BAY AREA FIRST STEP, INC.	Greater Portland INC
OSLC COMMUNITY PROGRAMS	Boys & Girls Club of Corvallis
EN AVANT, INC.	Southeast Uplift Neighborhood Coalition
ASHLAND COMMUNITY HOSPITAL	First United Presbyterian Church
NORTHWEST ENERGY EFFICIENCY ALLIANCE	PDX Wildlife
BONNEVILLE ENVIRONMENTAL FOUNDATION	Jackson-Josephine 4-C Council
SUMMIT VIEW COVENANT CHURCH	North Coast Family Fellowship
SALMON-SAFE INC.	Childsworld Learning Center
BETHEL CHURCH OF GOD	New Artists Performing Arts Productions, Inc.
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	Relief Nursery
SAINT ANDREW NATIVITY SCHOOL	St. Mary's Episcopal Church
BARLOW YOUTH FOOTBALL	Viking Sal Senior Center
SPOTLIGHT THEATRE OF PLEASANT HILL	Boys and Girls Club of the rogue valley
FAMILIES FIRST OF GRANT COUNTY, INC.	DrupalCon Inc., DBA Drupal Association
TOUCHSTONE PARENT ORGANIZATION	Albany Partnership for Housing and Community Development
CANCER CARE RESOURCES	Hermiston Christian Center & School
CASCADIA REGION GREEN BUILDING COUNCIL	Dress for Success Oregon
SHERMAN DEVELOPMENT LEAGUE, INC.	Beaverton Rock Creek Foursquare Church
SCIENCEWORKS	St Paul Catholic Church
WORD OF LIFE COMMUNITY CHURCH	St Mary's Catholic School and Parish
SOCIAL VENTURE PARTNERS PORTLAND	Polk Soil and Water Conservation District
OREGON PROGRESS FORUM	Street Ministry
CENTER FOR RESEARCH TO PRACTICE	La Grande Church of the Nazarene
WESTERN RIVERS CONSERVANCY	Spruce Villa, Inc.
UNITED WAY OF THE COLUMBIA WILLAMETTE	House of Prayer for All Nations
EUGENE BALLET COMPANY	Sacred Heart Catholic Church
EAST WEST MINISTRIES INTERNATIONAL	African American Health Coaliton, Inc.
SISKIYOU INITIATIVE	Happy Canyon Company
EDUCATIONAL POLICY IMPROVEMENT CENTER	Village Home Education Resource Center
North Pacific District of Foursquare Churches	Monet's Children's Circle
CATHOLIC CHARITIES	Cascade Housing Association
FIRST CHURCH OF THE NAZARENE	Dayspring Fellowship
WESTSIDE BAPTIST CHURCH	Northwest Habitat Institute
Housing Development Center	Winding Waters Medical Clinic
Little Promises Chlildren's Program	First Baptist Church

**STATE NOTICE ADDENDUM**

The Nature Conservancy, Willamette Valley  
Field Office  
Serenity Lane Health Services  
Portland Community Reinvestment Initiatives,  
Inc.  
GeerCrest Farm & Historical Society  
College United Methodist Church  
NEDCO  
Salem Evangelical Church  
Daystar Education, Inc.  
Oregon Social Learning Center  
Pain Society of Oregon  
environmental law alliance worldwide  
Community in Action  
Safe Harbors  
FIRST CHRISTIAN CHURCH  
Pacific Classical Ballet  
Depaul Industries  
African American Health Coalition  
Jesus Prayer Book  
Coalition Of Community Health  
River Network  
CCI Enterprises Inc  
Oregon Nurses Association  
GOODWILL INDUSTRIES OF THE COLUMBIA  
WILLAMETTE  
Mount Angel Abbey  
YMCA OF ASHLAND  
YMCA OF COLUMBIA-WILLAMETTE  
ASSOCIATION SERVICES  
Multnomah Law Library  
Friends Of Tryon Creek State P  
Ontrack Inc.  
Calvin Presbyterian Church  
HOLT INTL CHILD  
St John The Baptist Catholic  
Portland Foursquare Church  
Portland Christian Center  
Church Extension Plan  
Occu Afghanistan Relief Effort  
EUGENE FAMILY YMCA  
Christ The King Parish and School  
Newberg Christian Church  
First United Methodist Church  
Zion Lutheran Church  
Southwest Bible Church  
Community Works Inc  
Masonic Lodge Pearl 66  
Molalla Nazarene Church  
Transition Projects, Inc  
St Michaels Episcopal Church  
Saint Johns Catholich Church  
Access Inc  
Community Learning Center  
Old Mill Center for Children and Families  
Sunny Oaks Inc  
Hospice Center Bend La Pine  
Westside Foursquare Church  
Relief Nursery Inc  
Morning Star Community Church  
MULTNOMAH DEFENDERS INC  
Providence Health System  
Holy Trinity Catholic Church  
Holy Redeemer Catholic Church  
Alliance Bible Church  
CARE OREGON  
Mid Columbia Childrens Council  
HUMANE SOCIETY OF REDMOND  
Our Redeemer Lutheran Church  
Kbps Public Radio  
Skyball Salem Keizer Youth Bas  
Open Technology Center  
Grace Chapel  
CHILDREN'S MUSEUM 2ND  
Solid Rock  
West Chehalem Friends Church  
Guide Dogs For The Blind  
Aldersgate Camps and Retreats  
St. Katherine's Catholic Church  
The Alliance NW of the Christian & Missionary  
Alliance  
Bags of Love  
Grand View Baptist Church  
Green Electronics Council  
Scottish Rite  
Western Wood Products Association  
THE NEXT DOOR  
NATIONAL PSORIASIS FOUNDATION  
NEW BEGINNINGS CHRISTIAN CENTER

**STATE NOTICE ADDENDUM**

HIGHLAND UNITED CHURCH OF CHRIST	Food for Lane County
OREGON REPERTORY SINGERS	columbia gorge discovery center and museum
HIGHLAND HAVEN	NAMI of Washington County
FAIR SHARE RESEARCH AND EDUCATION FUND	The Dalles Art Association
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	Temple Beth Israel
First Baptist Church of Enterprise	Willamette Leadership Academy/Pioneer Youth Corps Of Oregon
The Canby Center	Rose Haven
Instituto de Cultura y Arte In Xochitl In Cuicatl	Sexual Assault Support Services
OSLC COMMUNITY PROGRAMS OCP	The Inn Home for Boys, Inc.9138
Oregon Nikkei Endowment	Oregon Technical Assistance Corporation
Eastern Oregon Alcoholism Foundation	Education Travel & Culture, Inc.
Grantmakers for Education	Rural Development Initiatives
The Spiral Gallery	Jason Lee Manor/UMRC
The ALS Association Oregon and SW Washington Chapter	YMCA of Marion and Polk Counties
Children's Relief Nursery	Faith Christian Fellowship
Home Builders	Brookings Elks Lodge
World of Speed	Fund For Christian Charity
SW Community Health Center	Deer Meadow Assisted Living
Energy Trust of Oregon	Umpqua Basin Water Association
St. Vincent de Paul Church	The Church of Christ of Latter Day Saints
Fr. Bernard Youth Center	300 Main Inc
Oregon Psychoanalytic Center	Southwestern Oregon Public Defender Services, Inc.
Store to Door	Albertina Kerr Centers
Depaul Industries	Dufur Christian Church
North Coast Christian Church	St. Matthew Catholic School
Union County Economic Development Corp.	Serendipity Center Inc
Camelto Theatre Company	Northwest Family Services
Camp Fire Columbia	Network Charter School
TAKE III OUTREACH	Ride Connecton
Rolling Hills Community Church	Parenting Now!
Summa Institute	USO Northwest
Amani Center	Norkenzie Christian Church
Billy Webb Elks lodge #1050	Evergreen Wings and Waves
Sandy Seventh-day Adventist Church	Ascension Episcopal Parish
Muddy Creek Charter School	Center for Family Development
A FAMILY FOR EVERY CHILD	West Salem Foursquare Church
1000 FRIENDS OF OREGON	Mount Pisgah Arboretum
NONPROFIT ASSOCIATION OF OREGON	Lower Columbia Estuary Partnership
FAMILY CARE INC	Oasis Shelter Home
MEDICAL TEAMS INTL	Nehalem Bay House
Clean Slate Canine Rescue & Rehabilitation	p:ear
St. Martins Episcopal church	Health Share of Oregon

**STATE NOTICE ADDENDUM**

St. Peter Catholic Church  
Mid Willamette Valley Community Action  
A Hope For Autism Foundation  
Breast Friends  
SEPTL Southeast Portland Tool Library  
National Christian Community Foundation  
Legal Aid Services of Oregon LITC  
Willamette Valley Babe Ruth  
Center For Continuous Improvement  
SEIU Local 49  
Emerald Media Group  
Trillium Sprigs  
Youth Dynamics  
Ashland Art Center  
Apostolic Church of Jesus Christ  
DOUGLAS FOREST PROTECTIVE  
Oregon Lyme Disease Network  
Ecotrust  
SPECIAL MOBILITY SERVICES  
Historical Outreach Foundation  
Teras Interventions and Counseling Inc  
Salem Area Chamber of Commerce  
First Congregational Chrch  
OREGON STATE FAIR  
Ronald McDonald House Charities of Oregon &  
Southwest Washington  
Center for Human Development  
Bridges to Change  
DePaul Treatment Centers, Inc.  
Mission Increase Foundation  
Curry Public Transit Inc  
THREE RIVERS CASINO  
Brookings Harbor Christian School  
Yamhill Community Care Organization  
Portland Japanese Garden  
The Madeleine Parish  
The Tucker-Maxon Oral School  
Southwest Neighborhoods, Inc  
Wallowa Valley Center For Wellness  
KIDS INTERVENTION AND DIAGNOSTIC CENTER  
Portland Yacht Club  
League of Women Voters  
United Way of Lane County  
Unithed Way

Portland Oregon Visitors Association  
Southern Oregon Project Hope  
Our United Villages  
Samaritan Health Services Inc.  
Kilchis House  
Calvary Assembly of God  
Lake Grove Presbyterian Church  
Grace Lutheran School  
Western Mennonite School  
OEA CHOICE TRUST  
American Tinnitus Association  
Oregon Coast Aquarium, Inc.  
Unitus Community Credit Union  
St John the Baptist Greek Orthodox Church  
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT  
DISTRICT OF OREGON  
Oregon Rural Electric Cooperative Association  
THE MILL CASINO

**Account Type: College and University (32 records)**

Oregon State University  
Treasure Valley Community College  
Unviersity of Oregon  
OREGON UNIVERSITY SYSTEM  
WESTERN STATES CHIROPRACTIC COLLEGE  
GEORGE FOX UNIVERSITY  
LEWIS AND CLARK COLLEGE  
PACIFIC UNIVERSITY  
REED COLLEGE  
WILLAMETTE UNIVERSITY  
LINFIELD COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NORTHWEST CHRISTIAN COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
BLUE MOUNTAIN COMMUNITY COLLEGE  
PORTLAND STATE UNIV.  
CLACKAMAS COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
OREGON HEALTH AND SCIENCE UNIVERSITY  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
pacific u  
UNIVERSITY OF OREGON  
CONCORDIA UNIV

**STATE NOTICE ADDENDUM**

Marylhurst University  
Corban College  
UNIVERSITY OF PORTLAND  
Portland Actors Conservatory  
University Of Oregon Athletics Department  
Ecola Bible School  
Beta Omega Alumnae  
Oregon Institute of Technology  
EASTERN OREGON UNIVERSITY

**Account Type: Other (51 records)**

Clackamas River Water Providers  
eickhoff dev co inc  
The Klamath Tribe  
Cannon Beach Fire  
Life Flight Network LLC  
COVENANT RETIREMENT COMMUNITIES  
PENTAGON FEDERAL CREDIT UNION  
SAIF CORPORATION  
GREATER HILLSBORO AREA CHAMBER OF  
COMMERCE  
LANE ELECTRIC COOPERATIVE  
USAGENCIES CREDIT UNION  
DOUGLAS ELECTRIC COOPERATIVE, INC.  
ROGUE FEDERAL CREDIT UNION  
PACIFIC CASCADE FEDERAL CREDIT UNION  
LOCAL GOVERNMENT PERSONNEL INSTITUTE  
GRANTS PASS MANAGEMENT SERVICES, DBA  
SPIRIT WIRELESS  
Kartini Clinic  
OFFICE OF PUBLIC DEFENSE SERVICES  
Clatskanie People's Utility District  
MARION COUNTY HEALTH DEPT  
Ricoh USA  
Heartfelt Obstetrics & Gynecology  
Coquille Economic Development Corporation  
Cintas  
CITY/COUNTY INSURANCE SERVICE  
COMMUNITY CYCLING CENTER  
Shangri La  
Portland Impact  
Eagle Fern Camp  
KLAMATH FAMILY HEAD START  
RIVER CITY DANCERS

Oregon Permit Technical Association  
KEIZER EAGLES AERIE 3895  
Pgma/Cathie Bourne  
Sunrise Water  
Burns Paiute Tribe  
Oregon Public Broadcasting  
La Grande Family Practice  
SELCO Community Credit Union  
Sphere MD  
sunrise water authority  
OREGON JUDICIAL DEPARTMENT  
Confederated Tribes of Warm Springs  
Halsey-Shedd Fire District  
Nez Perce Tribe  
Obsidian Urgent Care, P.C.  
First Presbyterian Church of La Grande  
CONFLUENCE ENVIRONMENTAL CENTE  
A&I Benefit Plan Administrators, Inc.  
crescent grove cemetery

**Account Type: City Special District (19 records)**

Molalla Rural Fire Protection District  
MONMOUTH - INDEPENDENCE NETWORK  
MALIN COMMUNITY PARK AND RECREATION  
DISTRICT  
TILLAMOOK PEOPLES UTILITY DISTRICT  
GLADSTONE POLICE DEPARTMENT  
GOLD BEACH POLICE DEPARTMENT  
THE NEWPORT PARK AND RECREATION  
CENTER  
RIVERGROVE WATER DISTRICT  
WEST VALLEY HOUSING AUTHORITY  
TUALATIN VALLEY FIRE & RESCUE  
GASTON RURAL FIRE DEPARTMENT  
CITY COUNTY INSURANCE SERVICES  
METRO  
SUNSET EMPIRE PARK AND RECREATION  
SPRINGFIELD UTILITY BOARD  
Tillamook Urban Renewal Agency  
Netarts Water District  
City of Nehalem  
Boardman Rural Fire Protection District

**Account Type: Independent Special District (47 records)**



**STATE NOTICE ADDENDUM**

Silverton Fire District  
Lewis and Clark Rural Fire Protection District  
Rainbow Water District  
Illinois Valley Fire District  
PORT OF TILLAMOOK BAY  
TRI-COUNTY HEALTH CARE SAFETY NET  
ENTERPRISE  
METROPOLITAN EXPOSITION-RECREATION  
COMMISSION  
REGIONAL AUTOMATED INFORMATION  
NETWORK  
OAK LODGE WATER DISTRICT  
THE PORT OF PORTLAND  
WILLAMALANE PARK AND RECREATION  
DISTRICT  
TUALATIN VALLEY WATER DISTRICT  
UNION SOIL & WATER CONSERVATION  
DISTRICT  
LANE EDUCATION SERVICE DISTRICT  
TUALATIN HILLS PARK AND RECREATION  
DISTRICT  
PORT OF SIUSLAW  
CHEHALEM PARK AND RECREATION DISTRICT  
PORT OF ST HELENS  
LANE TRANSIT DISTRICT  
CENTRAL OREGON INTERGOVERNMENTAL  
COUNCIL  
HOODLAND FIRE DISTRICT NO.74  
MID COLUMBIA COUNCIL OF GOVERNMENTS  
WEST MULTNOMAH SOIL AND WATER  
CONSERVATION DISTRICT  
SALEM AREA MASS TRANSIT DISTRICT  
Banks Fire District #13  
KLAMATH COUNTY 9-1-1  
GLENDALE RURAL FIRE DISTRICT  
COLUMBIA 911 COMMUNICATIONS DISTRICT  
CLACKAMAS RIVER WATER  
NW POWER POOL  
Lowell Rural Fire Protection District  
TriMet Transit  
Estacada Rural Fire District  
Keizer Fire District  
State Accident Insurance Fund Corporation  
Bend Metro Park & Recreation District  
Port of Hood River

La Pine Park & Recreation District  
Siuslaw Public Library District  
Columbia River Fire & Rescue  
Fern Ridge Library District  
Seal Rock Water District  
Rockwood Water P.U.D.  
Tillamook Fire District  
Tillamook County Transportation Dist  
Central Lincoln People's Utility District  
Jefferson Park and Recreation

**Account Type: City (146 records)**

City of Monmouth / Public Works  
McMinnville Police Department  
City of Sublimity  
City of Central Point Parks and Recreation  
Gearhart Fire Department  
Brookings Fire / Rescue  
City of Veneta  
CITY OF DAMASCUS  
Hermiston Fire & Emergency Svcs  
CEDAR MILL COMMUNITY LIBRARY  
CITY OF LAKE OSWEGO  
EUGENE WATER & ELECTRIC BOARD  
LEAGUE OF OREGON CITIES  
CITY OF SANDY  
CITY OF ASTORIA OREGON  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CENTRAL POINT POLICE DEPARTMENT  
CITY OF CLATSKANIE  
CITY OF CONDON  
CITY OF COOS BAY  
CITY OF CORVALLIS  
CITY OF CRESWELL  
CITY OF ECHO  
CITY OF ESTACADA  
CITY OF EUGENE  
CITY OF FAIRVIEW  
CITY OF GEARHART  
CITY OF GOLD HILL  
CITY OF GRANTS PASS

**STATE NOTICE ADDENDUM**

CITY OF GRESHAM	CITY OF ST. PAUL
CITY OF HILLSBORO	CITY OF ADAIR VILLAGE
CITY OF HOOD RIVER	CITY OF WILSONVILLE
CITY OF JOHN DAY	CITY OF HAPPY VALLEY
CITY OF KLAMATH FALLS	CITY OF SHADY COVE
CITY OF LA GRANDE	CITY OF LAKESIDE
CITY OF MALIN	CITY OF MILLERSBURG
CITY OF MCMINNVILLE	CITY OF GATES
CITY OF HALSEY	KEIZER POLICE DEPARTMENT
CITY OF MEDFORD	CITY OF DUNDEE
CITY OF MILL CITY	CITY OF AURORA
CITY OF MILWAUKIE	THE CITY OF NEWPORT
CITY OF MORO	CITY OF ALBANY
CITY OF MOSIER	CITY OF ASHLAND
CITY OF NEWBERG	CITY OF LEBANON
CITY OF OREGON CITY	CITY OF PORTLAND
CITY OF PILOT ROCK	CITY OF SALEM
CITY OF POWERS	CITY OF SPRINGFIELD
RAINIER POLICE DEPARTMENT	CITY OF BURNS
CITY OF REEDSPORT	CITY OF COTTAGE GROVE
CITY OF RIDDLE	CITY OF DALLAS
CITY OF SCAPPOOSE	CITY OF FALLS CITY
CITY OF SEASIDE	CITY OF PHOENIX
CITY OF SILVERTON	CITY OF PRAIRIE CITY
CITY OF STAYTON	CITY OF REDMOND
City of Troutdale	CITY OF SHERWOOD
CITY OF TUALATIN, OREGON	City of junction city
CITY OF WARRENTON	City of Florence
CITY OF WEST LINN/PARKS	City of Dayton
CITY OF WOODBURN	City of Monmouth
CITY OF TIGARD, OREGON	City of Philomath
CITY OF AUMSVILLE	City of Sheridan
CITY OF PORT ORFORD	Seaside Public Library
CITY OF EAGLE POINT	City of Yoncalla
CITY OF WOOD VILLAGE	La Grande Police Department
St. Helens, City of	Cove City Hall
CITY OF WINSTON	NW PORTLAND INDIAN HEALTH BOARD
CITY OF COBURG	Portland Patrol Services
CITY OF NORTH PLAINS	City Of Bend
CITY OF GERVAIS	City Of Coquille
CITY OF YACHATS	City Of Molalla
FLORENCE AREA CHAMBER OF COMMERCE	ROCKWOOD WATER PEOPLE'S UTILITY
PORTLAND DEVELOPMENT COMMISSION	DISTRICT
CITY OF CANNON BEACH OR	City of St. Helens

**STATE NOTICE ADDENDUM**

City of North Powder  
City of Cornelius, OR  
Toledo Police Department  
City of Independence  
City of Baker City  
McMinnville Water & Light  
City of Pendleton Parks & Recreation  
CITY OF SWEETHOME  
CITY OF THE DALLES  
CLACKAMAS FIRE DIST#1  
DESCHUTES PUBLIC LIBRARY  
City of Ontario  
City of Corvallis Parks and Recreation  
North Lincoln Fire & Rescue #1  
City of Harrisburg  
Gladstone Public Library  
Seaside Fire & Rescue  
City of Union  
City of Richland  
CITY OF LINCOLN CITY  
City of Donald  
City of Milton-Freewater  
CITY OF SCIO  
City of Forest Grove  
City Govrnment  
City of Mt. Angel  
Albany Police Department  
**Account Type: County Special District (32 records)**  
Umatilla Electric Cooperative  
WATER ENVIRONMENT SERVICES  
Polk County Fire District No.1  
Netarts-Oceanside RFPD  
UIUC  
Rogue River Fire District  
Aurora Rural Fire District  
Tillamook County Emergency Communications District  
Southern Coos Hospital  
Oregon Cascades West Council of Governments  
MULTONAH COUNTY DRAINAGE DISTRICT #1  
PORT OF BANDON

OR INT'L PORT OF COOS BAY  
MID-COLUMBIA CENTER FOR LIVING  
DESCHUTES COUNTY RFPD NO.2  
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT  
PACIFIC STATES MARINE FISHERIES COMMISSION  
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY  
CENTRAL OREGON IRRIGATION DISTRICT  
MARION COUNTY FIRE DISTRICT #1  
COLUMBIA RIVER PUD  
SANDY FIRE DISTRICT NO. 72  
BAY AREA HOSPITAL DISTRICT  
NEAH KAH NIE WATER DISTRICT  
PORT OF UMPQUA  
EAST MULTNOMAH SOIL AND WATER CONSERVANCY  
Benton Soil & Water Conservation District  
DESCHUTES PUBLIC LIBRARY SYSTEM  
North Douglas County Fire & EMS  
Crooked River Ranch Rural Fire Protection District  
PARROTT CREEK CHILD & FAM  
South Lane County Fire And Rescue

**Account Type: Community College (13 records)**

CENTRAL OREGON COMMUNITY COLLEGE  
LANE COMMUNITY COLLEGE  
MT. HOOD COMMUNITY COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
PORTLAND COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
KLAMATH COMMUNITY COLLEGE DISTRICT  
Oregon Coast Community College  
Clatsop Community College  
North Portland Bible College

**Account Type: State Agency (40 records)**

Teacher Standards and Practices Commission  
Oregon Forest Resources Institute

**STATE NOTICE ADDENDUM**

Office of the Ong Term Care Ombudsman  
Oregon State Lottery  
OREGON TOURISM COMMISSION  
OREGON STATE POLICE  
OFFICE OF THE STATE TREASURER  
OREGON DEPT. OF EDUCATION  
SEIU LOCAL 503, OPEU  
OREGON DEPARTMENT OF FORESTRY  
OREGON STATE DEPT OF CORRECTIONS  
OREGON CHILD DEVELOPMENT COALITION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
BOARD OF MEDICAL EXAMINERS  
OREGON LOTTERY  
OREGON BOARD OF ARCHITECTS  
SANTIAM CANYON COMMUNICATION CENTER  
OREGON DEPT OF TRANSPORTATION  
OREGON TRAVEL INFORMATION COUNCIL  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPT. OF CORRECTIONS  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
Oregon Board of Massage Therapists  
Oregon Tradeswomen  
Oregon Convention Center  
OREGON SCHL BRDS ASSOCIAT  
Central Oregon Home Health and Hos  
Oregon Health Care Quality Cor  
OREGON DEPARTMENT OF HUMAN SERVICES  
Oregon Air National Guard  
Training & Employment  
BIENESTAR, INC.

State of Oregon - Department of  
Administrative Services  
Aging and People with Disabilities  
Procurement Services/DAS  
STATE OF OREGON  
City of Astoria Fire Department  
Columbia Gorge ESD

**Account Type: Consolidated City/County (4 records)**

City of Carlton  
City of Pendleton Convention Center  
Nehalem Bay Wastewater  
Association of Oregon Community Mental Health Programs

**Account Type: Federal (6 records)**

US FISH AND WILDLIFE SERVICE  
Bonneville Power Administration  
Oregon Army National Guard  
USDA Forest Service  
Yellowhawk Tribal Health Center  
ANGELL JOB CORPS

**Account Type: Housing Authority (7 records)**

Coquille Indian Housing Authority  
HOUSING AUTHORITY OF PORTLAND  
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY  
MARION COUNTY HOUSING AUTHORITY  
HOUSING AUTHORITY OF THE CITY OF SALEM  
Housing Authority of Yamhill County  
The Housing Authority of the County of Umatilla

**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 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

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

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 contactor 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.

**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.



## SCENARIOS

### **Scenario #1**

A metropolitan County has decided to procure and implement a Body Camera system in its County.

The County's police force consists of 250 officers with multiple stations throughout the County.

Your response should include the following:

- All Hardware necessary for this project (Assume that no current hardware exists that can support this addition to the infrastructure). Examples include but are not limited to: cameras, servers, computers, and peripherals associated with these items.
- All Services necessary for implementation, testing, training and support (Use labor categories proposed).
- Software – any and all software associated with the capture, interface, storage and redaction of data.
- If proposing a solution, be sure to include all of the items above.
- Interfaces to be considered but not limited to are: CAD, records management
- Security of all data
- Cloud solutions for storage if offered including the security of your cloud solution
- Redaction services
- Annual maintenance and support costs

### **Scenario #2**

A metropolitan City has decided to procure and implement a human services case management system in their jurisdiction for the provision of intakes, assessments, determining eligibility, case notes, tracking client progress, measuring outcomes, providing referrals.

The City currently has 50 case workers and 7,500 consumers of services.

Your response should include the following:

- All Hardware necessary for this project (Assume that no current hardware exists that can support this addition to the infrastructure). Examples include but are not limited to: laptops for case workers, servers, and peripherals associated with these items.
- All Services necessary for implementation, testing, training and support (Use labor categories proposed).
- Software – any and all software associated with the capture, interface, storage and redaction of data.
- Include all interfaces to be considered, including but not limited to records management, court records, and health data.
- Security of all data
- Cloud solutions for storage if offered including the security of your cloud solution
- Redaction services
- Annual maintenance and support costs



# County of Fairfax, Virginia

## ADDENDUM

DATE: August 24, 2014

### ADDENDUM NO. 1

**TO:** ALL PROSPECTIVE OFFERORS

**REFERENCE:** RFP 2000001701

**TITLE:** Technology Products, Services, Solutions and Related Products and Services

**DUE DATE/TIME:** September 24, 2015 @ 2:00 PM **(Revised)**

The referenced request for proposal is amended as follows:

1. The due date and time have been changed to September 24, 2015 @ 2:00 PM.
2. The last date we will receive questions regarding this RFP will be September 11, 2015 by 2:00 PM EST.
3. Other revisions to RFP paragraphs are listed as per attached.

All other terms and conditions remain unchanged.

---

Kristy D. Varda, CPPB  
Contract Specialist II

**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 SHOULD 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.**

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

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

RFP PARAGRAPH REVISIONS

1. Replace paragraph 16.6 of the Special Provisions with:

16.6. Proposal Evaluation Criteria

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

- |    |  |     |
|----|--|-----|
| a. | Offeror's Products and Services Offerings  | 10% |
| b. | Offeror's PROPOSAL of work as outlined in Special Provisions, Paragraph 5 Program Requirements     | 20% |
| c. | Offeror's Qualifications as well as the financial stability of the firm and references of the firm | 15% |
| d. | Offeror's understanding an acceptance of SUPPLIER COMMITMENTS and response to SUPPLIER WORKSHEET   | 10% |
| e. | Offeror's response to SUPPLIER INFORMATION   | 20% |
| f. | Reasonableness of cost proposal(s)   | 25% |
2. Replace paragraph 11.1 of the Special Provisions with:

Lonnette Robinson, CPPB, Contract Supervisor  
Department of Purchasing and Supply Management  
Telephone: (703) 324-3281  
[Lonnette.Robinson@fairfaxcounty.gov](mailto:Lonnette.Robinson@fairfaxcounty.gov)

3. Add the following Paragraph 34 to the Special Provisions:

34.1 Offerors responding to this RFP are advised that Participating Public Agencies may participate in the Federal Universal Service Fund (E-Rate) program governed by the Federal Communications Act of 1996 (Snowe-Rockefeller-Exon-Karrey amendment). This program provides eligible members the opportunity to receive discounts for certain products and services provided by vendors.

34.2 E-Rate eligibility is not required to be considered for contract award, and will not be a part of the evaluation of proposals.

34.3 To be eligible to be utilized by -Participating Public Agencies seeking E-Rate reimbursement:

- a. Contractor shall have, at a minimum, a working knowledge of the Universal Service Fund ("USF") program for schools and libraries.
- b. Contractor shall be a service provider as defined by the E-rate Program.
- c. Contractor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with USC member's E-rate Program to ensure that USC members receive all of the E-rate funding for which it has applied and to which it is entitled in connection with Contractor's services and/or products.
- d. Contractor shall submit with its proposal a Service Provider Identification Number ("SPIN").

- e. Contractor shall provide to Participating Public Agency's staff and/or E-rate Consultant in a timely manner, within the posted E-Rate deadlines, all of the information and documentation that the Contractor has or that Contractor reasonably can acquire that Participating Public Agencies may need to prepare E-rate applications and/or to document transactions eligible for E-rate support ([www.sl.universalservice.org](http://www.sl.universalservice.org)).
- f. At Participating Public Agency's discretion and consistent with E-rate Program regulations, Contractor either shall (a) apply the approved E-rate discount to all services and/or products approved for funding and invoice the Universal Service Administrative Company for the balance or (b) remit to FCPS the E-rate discounted amount pursuant to the Billed Entity Application Reimbursement Process or any other reimbursement process in effect.
- g. Contractor shall list, price, and invoice separately any services that are ineligible for E-rate funding.
- h. Contractor must not be currently on red light status by Universal Service Administration Company (USAC) and immediately notify -County and U.S. Communities if placed on red light status.
- i. Contractor must not be currently debarred from E-rate participation by the Federal Trade Commission (FCC) and immediately notify County and U.S. Communities if debarred.



# County of Fairfax, Virginia

## ADDENDUM

DATE: September 4, 2015

### ADDENDUM NO. 2

**TO:** ALL PROSPECTIVE OFFERORS

**REFERENCE:** RFP 2000001701

**TITLE:** Technology Products, Services, Solutions and Related Products and Services

**DUE DATE/TIME:** September 24, 2015 @ 2:00 PM **(Revised)**

The referenced request for proposal is amended as follows:

1. In Paragraph 7.3 titled Cost Proposal Instructions, Tab 2, page 19, delete Item 2 in its entirety and replaced with "All prices offered in the cost proposal shall include labor, supervision, equipment and any other incidentals to complete the solution, application or service. Offeror shall provide travel services separately in its cost proposal."
2. Refer to Attachment 1, for responses to questions received up to August 26, 2015 are answered in the attachment.

All other terms and conditions remain unchanged.

Lonnette Robinson, CPPB  
Contract Specialist Supervisor

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

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

Attachment 1

QUESTIONS:

- Q1. Pages 3 through 8 of the RFP provides a list of OEM's beginning at section 3.1.3 and ending at 3.1.17. Section 3.1.18 then states related products, services and solutions for any related companies products services and solutions available from offeror. Is it the intent of US Communities to award one contract for each OEM listed on pages 3 through 8 and then for all other OEM's one award to one vendor? Historically the IT contract has been awarded to one or two vendors that are able to sell all OEM IT products and why we need to understand how the OEM's/companies not individually listed should respond to this opportunity.
- A1. For any company not listed in Introduction and Background paragraphs 3.1.3 through 3.1.17, the intent is for Offerors to propose a complete range of products and services per paragraphs 3.1.1 and 3.1.2. If responding to products and services in paragraphs 3.1.1 and 3.1.2, Offeror may also include products and services from one or more companies listed in paragraphs 3.1.3 through 3.1.17. Paragraph 3.1.18 applies only to Offerors responding to Paragraphs 3.1.1 and 3.1.2. Additionally, it is the intent of the solicitation to award the minimum number of contracts to effectively meet the requirements established in the RFP. Multiple awards are addressed in the Introduction and Background and paragraph 16 of the Special Provisions.**
- Q2. Would you consider relaxing the Program Requirements under "Section 5.2 Qualified Offerors of the Products and Services shall meet the following certification requirements and shall provide proof of certification from the manufacturer unless Offeror itself is a manufacturer of the Products and Services."?
- A2. No.**
- Q3. Will providers be able to submit responses for the Services portion only, EG-communications, security? Or must services be a part of a manufacturers bid?
- A3. See answer to question Q1. Offerors responding to Introduction and Background Paragraphs 3.1.3 through 3.1.17 must respond with both products and services of the manufacturer.**
- Q4. Is the current bid envisioned to also include traditional telecommunication services?
- A4. No**
- Q5. Or is the main intent to include vendors of equipment and other technology services?
- A5. Yes**
- Q6. Does the US Communities Government Purchasing Alliance also solicit telecommunication services as a separate procurement vehicle?
- A6. Yes**
- Q7. Can you give us information on the fee structure for vendors?
- A7. See Appendix F Paragraph 5.1.**
- Q8. Will you entertain possibly extending the due date?
- A8. Per Addendum No. 1, the due date has been extended to September 24, 2015 at 2:00 P.M. EST.**

Attachment 1

- Q9. Regarding the products and services defined in sections 3.1.3 through 3.1.17, are these products and services mandatory and must be included as a part of the proposal?
- A9. No, Offeror may respond to one or more of the company's products and services listed in Introduction and Background paragraphs 3.1.3 through 3.1.17.**
- Q10. Higher status partner certifications exist than those defined in section 5.2. Are certifications from these tiers (i.e. Cisco Platinum, Panasonic Gold, Solution Provider, Distributor) acceptable?
- A10. Yes, the certifications listed in the RFP are minimum requirements.**
- Q11. Regarding section 5.3, if the Offeror is a distributor representing the Products and Services listed, would the terms in section 5.3 apply? Specifically, may resellers, dealers, and similar participate as ordering points provided they agree to the terms and conditions of this RFP?
- A11. Yes.**
- Q12. Can you define "Public Body(ies)" and "Public Agency(ies)" as they are used in this solicitation?
- A12. "Public Body(ies)" and "Public Agenc(ies)" are defined as 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.**
- Q13. Regarding the Supplier Qualifications and Supplier Information document paragraph (b)(iv), subparagraph (A) states that we may opt not to respond to a Third Party Solicitation and may instead offer them the Master Agreement. Subparagraph (B) states, "Supplier may respond with the pricing, terms and conditions of the Master Agreement." QUESTION: How are these two options different?
- A13. Supplier Qualifications, (b)(iv)(A) means that a Supplier may present the Master Agreement to a Public Agency as an option for comparison instead of submitting a bid response. Supplier Qualifications, (b)(iv)(B) means that a Supplier may respond to the bid with the terms and conditions of the Master Agreement.**
- Q14. May a vendor bid on a single products/service category such as cloud?
- A14. See answer to question Q1.**
- Q15. Based on the extended geographic coverage of this contract, would you consider opening up the contract to EMC Silver Value Added Resellers and lower level authorized resellers for the other Manufacturers who currently serve these Tier 2 or Tier 3 and rural communities?
- A15. No.**
- Q16. Would you consider allowing Authorized Distribution Partners to hold the contract and the Authorized Resellers sign up as Agents under the Distributor, much like we do now with GSA 70 such as Arrow ECS or Ingram Micro?
- A16. In this circumstance, any authorized resellers would need to be included as a part of Offeror's response and would be subject to approval. Additionally, any resellers must agree to the terms and conditions of the RFP.**



Attachment 1

Q17. Would it be possible to be listed on the contract as approved for some vendors but not others? Is this an all or nothing proposal?

**A17. Offeror may respond to one or more of the companies' products and services listed in Introduction and Background Paragraphs 3.1.3 through 3.1.17.**

Q18. As a manufacturer, working 100% through channel partners, does this contract allow for a structure in which a manufacturer is holding the contract yet allowing partners we deem qualified based on similar partner levels as outlined in section 5.2? Sophos is not one of the listed manufacturers but as outlined section 1 and 2, Fairfax County seeks to assemble a "complete line of technology products" limiting it the 15 manufacturers listed in the RFP does not seem complete so I am also assuming this is open to all manufacturers.

**A18. See answer to question Q1.**

Q19. We're requesting clarification on the list of manufacturers required to provide proof of certification. AWS is not listed among the OEMs - will the County require AWS certified resellers for delivery of AWS services on the contract.

**A19. Any additional certifications available by Offeror should be included in Offeror's proposal response along with proof of certification.**

Q20. Section 5.2 PROGRAM REQUIREMENTS: If the offeror does not meet or exceed the certification requirements listed in Section 5.2, but does have a partner qualifications, would the Government like to see the applicable partner certifications?

**A20. Yes, Offeror would be responsible for providing partner qualifications and certifications.**

Q21. Section 7.3 COST PROPOSAL INSTRUCTIONS/Tab 1 – PROPOSED PRODUCT PRICING: Can the offeror provide multiple discounts within specific Manufacturer Price Lists? This would more accurately represent differences in product levels or class of product within the specific Manufacturer. (example – product versus warranty, software license tiers, etc.)

**A21. Yes.**

Q22. Special Provisions, Paragraph 5.9.1, Page 15: Resellers have the ability to sell hundreds of different manufacturers and hundreds of thousands of different part numbers. Additionally, resellers do not receive information from all manufacturers regarding new product information, discontinued products, or products still to be manufactured on a regular basis, if at all. And finally, the proposed pricing structure does not call for a fixed price list, but rather allows for fluctuations as list prices change, so long as percentages remain the same. Would the County please consider removing the requirements of Section 5.9.1 altogether?

**A22. Offeror should respond with its most robust reporting options that it would like to offer.**

Attachment 1

Q23. Special Provisions, Paragraph 5.10, Page 15: Could the County please elaborate on what is meant by “routine maintenance”? Is this related to the purchase of Products, Services, or both?

**A23. Both.**

Q24. Special Provisions, Paragraph 6.1, Page 17: Since any resulting contract would be available nationally, and since the awarded Offeror may potentially use dozens of different subcontractors located throughout the country, would the County please waive the requirement to provide a profile of all companies who may be providing products or services through a subcontracting arrangement in Tab 3?

**A24. No.**

Q25. Special Provisions, Paragraph 6.1, Page 17: Under the requirements for Tab 4, the word “Proposal” is capitalized but there is no definition found in the RFP. Please describe the specific Project for which we are to provide a transition plan, project plan, a description of the communications scheme, and a description of the associated risks. It is our understanding that this RFP is for a Master Agreement, and not for a specific project.

**A25. The Proposal should include Offeror’s general approach to offering the programs and services it proposes and should describe its process, transition plan, project plan, client relationship management, risk management and any other key information on how it would approach a Participating Public Agency for a project.**

Q26. Special Provisions, Paragraph 6.1, Page 18: Since any resulting contract would be available nationally, and since the awarded Offeror may potentially use dozens of different subcontractors located throughout the country, would the County please waive the requirement to provide the qualifications and experience for all subcontractors in Tab 5?

**A26. No.**

Q27. Special Provisions, Paragraph 6.1, Page 18: Resellers have the ability to sell hundreds of different manufacturers, and each manufacturer could have several different End User License Agreements and Service Level Agreements. Would the County please waive the requirement to provide copies of all applicable EULAs and SLAs in Tab 5? Would the County consider the following proposed alternative language: “Offeror shall describe their requirements for the execution of any applicable End User License Agreement (EULA) and/or Service Level Agreement (SLA)”?

**A27. Offeror shall provide all applicable EULA’s and SLA’s related to companies listed in Introduction and Background Paragraphs 3.1.3 through 3.1.17 that it offers. Offeror should also provide any applicable EULA’s and SLA’s for any other major manufacturers it may represent.**

Q28. Special Provisions, Paragraph 6.1, Page 18: Since any resulting contract would be available nationally, and since the awarded Offeror may potentially use dozens of different subcontractors located throughout the country, would the County please waive the requirement to complete the Subcontractor(s) Notification Form in Tab 8?

**A28. No.**

Attachment 1

- Q29. Special Provisions, Paragraph 7.3, Page 19: Under the requirements for Tab 2, would the County please remove the requirement that travel be included in the pricing for services and solutions? Since any resulting contract would be available nationally, it would be difficult for an Offeror to estimate and account for travel costs to all states in U.S.
- A29. See 1<sup>st</sup> page of this Addendum.**
- Q30. Special Provisions, Paragraph 19.2, Page 25: Are the reporting requirements in this section only required for Fairfax County purchases, or will the awarded Offeror be required to submit this report for every agency who chooses to purchase under the Master Agreement? This requirement could become unduly burdensome if it must be done for all agencies who purchase under the Master Agreement.
- A30. Paragraph 19.2 speaks to invoice requirements, and applies.**
- Q31. Special Provisions, Paragraph 19.2, Page 25: Our standard practice for the purchase of products is to issue an invoice upon delivery. Invoices for services are issued pursuant to the schedule that's outlined in a Statement of Work. Would the County please remove the requirement to send itemized monthly invoices?
- A31. Paragraph 19.2 indicates "(or as agreed to between the parties)" to offer flexibility.**
- Q32. Special Provisions, Paragraph 28.2, Page 27: Since any resulting contract would be available nationally, and since the awarded Offeror may potentially use dozens of different subcontractors located throughout the country, would the County please waive the requirement to provide the names and addresses of each subcontractor that may be used?
- A32. No.**
- Q33. Supplier Qualifications and Supplier Information, Quality, Paragraph 4, Page 60: Resellers have the ability to sell hundreds of different manufacturers and hundreds of thousands of different part numbers. The number of warranties offered by each manufacturer is fairly substantial. Will the County remove the requirement to "provide all product or service warranties" and instead permit the Offeror to "describe all product or service warranties"?
- A33. Offeror may describe all product or service warranties.**
- Q34. Is the Offeror permitted to take any exceptions to the terms and conditions in the RFP?
- A34. Please clearly identify each exception to the provisions in the RFP. We will consider all items for negotiations except those mandated by law. The Administration Agreement is required to be signed unaltered.**
- Q35. Will Offerors be able to submit additional questions after the County responds to the first round of questions?
- A35. Per Addendum No. 1, the last date to receive questions regarding this RFP is September 11, 2015 by 2:00 pm EST.**
- Q36. If awarded, will it become mandatory for County of Fairfax entities to purchase the services scoped under this RFP through this US Communities contract?
- A36. No.**
- Q37. Is Appendix E on page 61 of the RFP the document to be signed by the awarded offeror(s)? And in the event that there is already a signed contract with Fairfax County VA, can we refer to that agreement on our response to this RFP?
- A37. Appendix E is not a document to be signed by Offerors.**

Attachment 1

- Q38. Do we have to have ground support in every city for all schools and organizations listed or can we function from our strongest/ most appropriate states with coverage?
- A38. Offeror is responsible for proactively selling the Master Agreement to all Public Agencies and should propose a strategy for best serving all entities. Offeror will be evaluated based on its ability to service Public Agencies nationwide.**
- Q39. Will US Communities accept different pricing discounts per brand and/or per product category?
- A39. Yes.**
- Q40. If a vendor does not meet every single manufacturer certification level listed on section 5.2 will this disqualify the vendor from consideration for the entire RFP?
- Will this disqualify the vendor for submitting a price offer on the manufacturer listed on section 5.2 if the vendor does not meet the listed certification?
- A40. If Offeror does not meet every single manufacturer certification level listed in Special Provisions Paragraph 5.2, it will not be disqualified from consideration for the entire RFP. It will, however, disqualify the Offeror from submitting a proposal/pricing for any specific manufacturer where Offeror does not meet the required certification.**
- Q41. In section 5.12, does “results” mean pass/fail results, not the full details of the screening?
- A41. County requires the full details (proof and results) of the background checks.**
- Q42. For Tab 2 (PROPOSED SERVICES AND SOLUTIONS), is it acceptable to provide rate cards, since individual solutions will vary greatly based on project needs?
- A42. Offeror should provide the requested information in the most effective way it can.**
- Q43. In light of the broad range of products and services in this RFP, can you assist us by sharing how much you spent in each product category in 2014 and how much you expect to spend in 2015?
- A43. This information is not available.**
- Q44. After award allocation, would we have the ability to re-visit the billing parameters, specifically the customized reporting and invoicing requirements laid out in the RFP?
- A44. Special Provisions Paragraph 19.2 addresses invoicing as agreed to between the parties. Reporting required in Appendix F, Article V is required and will not be changed.**
- Q45. Do you have a pricing template that we can use in our response?
- A45. No.**
- Q46. The terms and conditions that would be flowed down to Bidder from Fairfax County include warranting the products, including warranting them against non-infringement (see Section 5.11 of the Special Provisions). Bidder is a reseller of products, not the OEM. How can any reseller be expected to provide a standard warranty on all OEM products that we may resell to the agencies?
- A46. It is a business decision on the part of the Offeror to decide if it will offer the OEM warranties or provide their own for the offerings under this contract.**

Attachment 1

Q47. Could you please expand on below regarding supplier Commitment?, many agencies who use the current US Communities contract and are also on your advisory committee choose to use others cooperative purchasing contracts such was WSCA for SW, and HW. And in California CMAS and SLP, are resellers expected not to participate in those contracts in the future?

**(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.

**A47. Offeror must comply with Appendix D, Supplier Qualifications and Supplier Information, Commitments.**

Q48. Reference, 5 Program Requirements (5.1 and 5.1.1): Is the reseller required to actually perform, with its own organization, service on all the Products and Services proposed? Or is the requirement to be able to provide service, i.e. such as reselling the manufacturer's performed warranty and maintenance?

**A48. The requirement speaks to the capacity to be responsible for and ensure the Participating Public Agency receives the service.**

Q49. Reference 5.2: If the Offeror is a reseller, then is the Offeror required to be an Authorized Service Provider for all the products offered and is the Offeror required to provide proof of certification for all the products offered?

**A49. Yes.**

Q50. If the Offer is a reseller and provides products other than those listed in sections 5.2, then is the Offeror required to be an Authorized Service Provider for the products offered? (e.g. Does the Offeror need to be an Authorized Service Provider for the Body Worn Cameras?)

**A50. Yes.**

Q51. Reference 5.7, Customer Service "Accessible service means that citizens have easy access to the organization": Does this mean that individual citizens will be making purchases through this contract?

**A51. No.**

Q52. Reference 5.9.2 Reporting Requirements: The description of summary reports seems to be contradictory to the detail of the requested information. If the requirement is such that it requires all of this detail, including part number and serial number, then the report could easily be hundreds lines of detail for each customer order placed. Can the requirements be reduced to a reasonably manageable amount of information, since this could be up to \$500 million of sales?

**A52. Offeror should propose its best solution.**

Attachment 1

- Q53. Reference 5.9.2 Reporting Requirements: Since the Lead Public Agency is requesting to be supplied with what amounts to detailed configuration information of any customers purchases, has the Lead Public Agency obtained the agreement of Participating Public Agencies to hold this confidential information? In today's world of cyber security threats, many end user entities consider this confidential information and may be concerned about its distribution.
- A53. The information requested in 5.9.2 is information that would be made publicly available through any Freedom of Information Act request.**
- Q54. Reference 5.11.5 and 5.11.6 Representations and Warranties: Given that some technical information would be proprietary, how does the Lead Public Agency plan to handle data, provided by the Supplier or the Manufacturer, that is confidential information and not available to the general public?
- A54. Please see Special Provisions Paragraph 10.**
- Q55. Reference 7 Cost Proposal Instructions, Tab 1 Proposed Product Pricing: If the Offeror is a reseller, then does the Offeror need to supply a complete manufacturer's price list or will the summary of the discounts percentages be acceptable?
- A55. All Offerors are required to provide the manufacturer's price list as well as the discount percentages.**
- Q56. Please provide a copy of the Fairfax County Master Purchase Agreement for review?
- A56. Any resulting contract will be comprised of the Request for Proposal and all Addenda, Contractor's Technical and Cost Proposals, and any negotiated items thereafter.**
- Q57. Will vendors be able to legally review the Administrative Agreement and suggest reasonable edits to the agreement?
- A57. The Administration Agreement must be signed, unaltered.**
- Q58. Will a Vendor be eliminated for not submitting Financial Records considering private companies are not bound to making financial records public?
- A58. A private company may mark its financial records as proprietary if it has concerns about the release of private information.**
- Q59. Will Fairfax County or US Communities be willing to sign a Non-Disclosure Agreement prior to the submission of Financials?
- A59. Reference Special Provisions Paragraph 10.**
- Q60. Of the 168 Million in purchases from 2014, please provide a breakdown of the percentage of sales in the following categories:
- Communications / Unified Communications and Collaboration / Mobility / VoIP
  - Core and Edge Data Network Switching
  - Wireless Data Technology
- A60. The \$168 million in purchases for 2014 is Advisory Board usage across all U.S. Communities contracts. Participating Public Agency spend for the Technology contract in 2014 was approximately \$130 Million. The contract is estimated to reach \$200 Million in 2015. The requested breakdown is not available.**



Attachment 1

- Q61. Two pricing scenarios are presented, which don't fit our industry (Communications / Unified Communications and Collaboration / Mobility / VoIP). How should we present our pricing examples or can we submit a complete list of our Product Portfolio with List Pricing and Discounts included?
- A61. Offeror should note in its Cost Proposal that Tab 4 is not applicable.**
- Q62. As new technologies, applications and 3<sup>rd</sup> party products are introduced by our company, is there a process in place to add these offerings to our approved portfolio / pricing lists? If so, what is that process and how often can this be reviewed?
- A62. New products may be added if they are within the scope of the solicitation via a negotiated amendment to the contract.**
- Q63. Is there any type of fee structure that includes additional fees that vendors will incur, i.e. management fees to the Purchasing Alliance?
- A63. See Appendix F Paragraph 5.1.**
- Q64. Please describe the process and how often a Manufacturer can add Partners or Resellers of our Solution to the Contract?
- A64. Any added Partners or Resellers must agree to the Terms and Conditions of the RFP and awarded Contractor must submit requested additions for approval to County in writing.**
- Q65. Since Maintenance, Managed Services, and Support are priced based on a specific solution configuration and deployment and can vary tremendously based on the Customer requirements, how do you suggest we propose Maintenance, Managed Services, and Support pricing?
- A65. Offeror should provide the requested pricing in the most cost effective way it can.**
- Q66. When can vendor expect an addendum with all Questions submitted along with Answers?
- A66. The County will attempt to have all questions submitted prior to pre-proposal conference answered within one week after the pre-proposal conference.**
- Q67. When can vendors expect to be notified that we have received an award to be on this Contract?
- A67. Per Special Provisions Paragraph 15, County requests that proposals remain valid for 180 days.**
- Q68. Products and Services Pages 1-8 and Certifications Page 12: *Must we have all the certs on page 12 no matter what we offer? If we offer equivalent do we need to show equivalent certs?*
- A68. For any manufacturer listed in Special Provisions Paragraph 5.2 that Offeror is proposing, the respective certification(s) is required. Additionally, see answer to question Q19.**
- Q69. Estimated Volume Page 9: *What is the estimated volume by state and agency type e.g. County Agencies, City Agencies, Higher Education, and K12?*
- A69. Approximate volume in 2014 is as follows: Counties \$58 Million, Cities \$30 Million, K-12 \$21 Million, Higher Education \$7 Million, State Agencies \$5 Million, Non-profits \$2 Million and Other \$7 Million.**



Attachment 1

- Q70. Estimated Volume Page 9: *Noted that the estimated board utilization is \$168 mil. What portion of that estimate is Fairfax County?*
- A70. The County's estimated spend through the U.S. Communities program in 2014 was \$28 million.**
- Q71. Marketing Support Page 9: *Would you share specific examples of marketing activity done on behalf of the 2 current contract holders?*
- A71. U.S. Communities' role is to:**
- a. Educate Participating Public Agencies about the program;
  - b. Remove barriers for Participating Public Agencies to use the program;
  - c. Open doors for the Supplier; and
  - d. Train and educate Supplier
- This is accomplished in a variety of formats using print collateral, emails to the 55,000 plus registered Participating Public Agencies, webinars, trade shows, etc. There are eleven (11) Program Managers whose job function is to promote the program on a daily basis as well as marketing and administrative staff to support the program. There are four (4) National founding Co-Sponsors and approximately ninety (90) State Sponsors who also market the program nationally and regionally. The National Governors Association (NGA) has also recently joined as a sponsor of the program. A few specific examples of marketing for the Technology contract include webinars, speaking engagements, participation in sourcing summits, article support, and solutions email campaigns.**
- Q72. Reporting Requirements Page 14: *Is monthly reporting only submitted to Fairfax County?*
- A72. Per Special Provisions Paragraphs 5.9 and 5.9.1 the referenced reports are due to Fairfax County and the Participating Public Agency.**
- Q73. Cost Proposal Instructions Pages 17-18: *Does proposing a fixed discount off list meet the requirements of 7.1?*
- A73. See Special Provisions Paragraph 7.3 Tab 1.**
- Q74. Pricing commitment Page 49: *Will US Communities – Fairfax County consider fair and reasonable pricing vs. most favored contract?*
- A74. Offeror must agree to the Supplier Commitments outlined in Appendix D.**
- Q75. Pricing commitment Page 49: *Will US Communities provide the historical spend by school/agency and by products so we can review the historical information to negotiate with the manufacturers*
- a. *Can this be broken down by type of contract?*
  - b. *We'd like to understand the out of the 500 M was awarded to Insight and Unicom.gov?*
- A75. See answer to question Q69. \$500 Million is the estimated anticipated volume of the contract.**
- Q76. Pricing commitment Page 49: *Will we be able to get a list of pre-proposal conference attendees*
- A76. Yes.**

Attachment 1

- Q77. Pricing commitment Page 49: Will the questions addressed during the pre-proposal conference be captured and sent out to all bidders?  
**A77. Questions addressed at the Pre-Proposal Conference will be memorialized in an Addendum.**
- Q78. Does USC have a pricing template that we must use for our submission?  
**A78. No.**
- Q79. RFP page 14, paragraph 5.9.1, bullet 2, why would the County/PPA need to have a monthly report on "*Price sheets showing price decreases on discontinued Products*"? What is the intent of this requirement? As products are discontinued, there are no further price changes.  
**A79. County desires price sheets showing price decreases on discontinued products to be able to take advantage of any potential discounted pricing for any product still available which is in discontinued status.**
- Q80. RFP page 14, paragraph 5.9.1, bullet 3, please clarify the requirement for "*Decreases on manufacturer's prices on Products still to be manufactured.*"  
**A80. For products that have been ordered but have yet to be manufactured, County wants to know when a manufacturer has had a price decrease on those products to be able to take advantage of the lower available pricing.**
- Q81. RFP page 23, paragraph 17.3: Since standard insurance policies may be modified or terminated at less than 45 days, will the County consider revising the policy to "Contractor will use commercially reasonable measures to ensure that no change shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager"?  
**A81. See answer to question Q36. Offerors can offer exceptions to this language as part of their offer, however all exceptions must be clearly identified to be reviewed by the County's risk management department should the Offeror be selected for award.**
- Q82. Please confirm that the evaluation of the responses to Scenarios 1 & 2 are included in the scoring under:  
d. Reasonableness of cost proposal(s) – 25 points  
**A82. Confirmed.**
- Q83. Will you consider revising the language in the first sentence in Scenario 1 to:  
**Scenario #1**  
A metropolitan County has decided to procure and implement a Body Camera system (Wireless/Collaboration (voice)) in its County.  
**A83. No.**
- Q84. Are bidders required to provide a Technical Solution to both Scenarios?  
**A84. If a Scenario is not applicable, Offeror should note this in its Cost Proposal Tab 4.**
- Q85. Will there be any set-aside awards made under various socio-economic business classifications?  
**A85. No.**

Attachment 1

Q86. The RFP references two proposal validity periods. Please clarify if proposals are to be valid for 90 or 180 days.

Page 22; Section 15: **Period that Proposals Remain Valid:** Proposals will valid for a period of one-hundred and eighty (180) calendar days after the date specified for receipt of proposals.

Page 31, Item Number 9: **Acceptance of Bids/Binding 90 Days:** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

**A86. Please see Special Provisions Paragraph 27.**

Q87. Reference page 18, Tab 5 OFFEROR QUALIFICATIONS AND EXPERIENCE, ITEM #3: Please clarify what is meant by “any applicable End User License Agreements (EULA) and Service Level Agreements (SLA)” as there is a long list of certifications and products requested in the solicitation and it is not clear which items will be required.

**A87. See answer to question Q29. The intent is to include related EULA’s and SLA’s as a part of the contract to facilitate purchasing of products and services without having to negotiate these terms and conditions each time.**

Q88. Will suppliers that are selected for award on this contract be required to present their offered goods/services via this marketplace or can they also supply quotes/pricing directly to contacts that may work with on projects, RFP’s, etc.? In other words, do ALL transactions have to go through the marketplace for this contract vehicle or is that simply another option for buyers to view a consistent catalog? We ask because in cases where a very specific bill of materials must be built, is the expectation that such BOM’s be uploaded into the marketplace for all to view or can they be provided directly to the participating public agency?

**A88. The Marketplace is an option for Participating Public Agencies to access standard Products available from Suppliers. Offeror may choose to sell through its normal methods to Public Agencies such as quoting/pricing directly, etc.**

Q89. Reference page 15, Section 5.8 FINANCING OPTIONS: Can you please be more specific in terms of what you’re looking for respondents to supply here? As an example, would be hard to provide financial rates given markets fluctuate. Are you looking more for examples of the types of financial creativity and structures we can provide?

**A89. Yes, please provide any types of cost effective financial structures you offer.**

Q90. Can additional subcontractors be added to this contract post award?

**A90. Yes, Contractor must submit request to add subcontractors for approval to County in writing. Additionally, see answer to question Q81.**

Q91. Although we are able to fulfill requests at competitive pricing nationally, our organization is a top tier reseller in the Western United States and primarily the Pacific Northwest, with a strong engineering influence. It appears this solicitation is geared toward companies with a national/fulfillment presence only; is U.S. Communities open to choosing a regional supplier that can service end users at a high level, or are they limiting their interest to national suppliers?

**A91. Offeror will be evaluated based on its ability to service Public Agencies nationwide.**

Attachment 1

- Q92. In 6.1, Tab 10, we are instructed to submit a “signed unaltered” copy of Appendix F; there are multiple sections in the body of Appendix F which require information to be filled in (“supplier” name on page 63, date of the start of the agreement term on page 64, supplier’s address information on page 71, etc.). Are bidders required to fill in all of those sections OR are we just instructed to fill in and sign the final page on the Appendix F (page 73)?
- A92. Completing the final page of Appendix F is acceptable.**
- Q93. Please list the government entities that utilize this U.S. Communities Contract as their PRIMARY contract.
- A93. There are thousands of Public Agencies that utilize the contract and unfortunately, we have no way of knowing who uses the contract as a primary vehicle.**
- Q94. Page 1, Section 2.2: There are many public entities that DO NOT utilize this U.S. Communities contract as their primary procurement vehicle. Clauses like 2.2 are not the industry standard in Public Sector IT procurement. Unless this clause is removed, this manufacturer would be unable to respond to the RFP. Would U.S. Communities and Fairfax County consider eliminating clause 2.2?
- A94. No.**
- Q95. Page 8, Section 3.1.18 and page 32, Section 17: Sec. 3.1.18 invites OEMs to propose products and services from related companies but Section 17 prohibits a bidder from submitting more than one bid directly or indirectly, can an OEM submit a bid when its partners or related companies are submitting bids too?
- A95. To clarify, Introduction and Background Paragraph 3.1.18 applies only to Offerors responding to Paragraphs 3.1.1 and 3.1.2. An OEM may submit a bid when its partners or resellers are submitting bids too.**
- Q96. Page 17, Section 6.1, Tab 3-Offerer Profile: Please provide a definition of Subcontractor. Are Resellers considered subcontractors?
- A96. If the Offeror presenting a proposal to the County is a reseller then, no, Offeror is not a subcontractor. Any vendors working underneath that Offeror are considered subcontractors.**
- Q97. Page 49, (a) Corporate Commitment: Terms (i), (ii), (iii), (iv), and (viii) are onerous terms and could preclude this manufacturer from bidding on this contract. Many state agencies will not use the U.S. Communities contracts for their purchasing, therefore it is impossible for this large manufacturer to make these types of commitments across its entire product line. Will U.S. Communities remove the paragraphs listed above to encourage manufacturers to bid? If U.S. Communities will not remove the terms mentioned above, will they limit these terms to the products or services the manufacturer proposes through this contract vehicle?
- A97. No. Any Offeror responding to this RFP, whether a manufacturer or a reseller must agree to Appendix D, Supplier Qualifications and Supplier Information, Commitments. The terms and conditions of Appendix D apply to those products and services in Offeror’s proposal.**

Attachment 1

Q98. Page 50, (b) Pricing Commitment, Part (i): Manufacturers that have their products and services on GSA schedules and other established Public Sector/Federal contracts cannot offer U.S. Communities lower pricing. These terms are onerous and could preclude this Manufacturer from bidding on this contract. Would U.S. Communities agree to remove paragraph (i) and allow price competition at the order level to drive additional discounts/savings?

**A98. No.**

Q99. 2.4 Objectives (page 1) – Section 2.4 provides that one of the objectives is to “combine the volumes of Participating Public Agencies to achieve cost effective pricing.” Standard industry practice in this vendor’s industry to provide best pricing for those customers that: (1) provide guaranteed sales; (2) large volume of sales; and/or (3) multi-year contracts. It appears from this RFP that neither Fairfax County nor U.S. Communities can guarantee any volume of sales. As such, what incentive do vendors have to provide their best possible pricing?

**A99. See Introduction and Background, Estimated Volume.**

Q100. 3.1 General Definition of Products and/or Services (page 1) – Section 3.1 provides the statement that Offerors are to propose the broadest selection of TECHNOLOGY PRODUCTS, SERVICES, SOLUTIONS, AND RELATED PRODUCTS AND SERVICES THEY OFFER. Sections 3.1.1 and 3.1.2 then provide a list of such products and services.

- a) Are Sections 3.1.1 and 3.1.2 intended to be a partial list of products and services that vendors may offer?
- b) If a vendor’s products and services do not fall within those specified under 3.1.1 and 3.1.2, would it be acceptable for such a vendor to offer their products and services under the catch-all of “Other Services and Solutions” listed on the bottom of page 2?
- c) If a vendor develops other products and services after contract award, what is the process for amending the master contract to include additional products and services? Please clarify

**A100. a) Introduction and Background Paragraphs 3.1.1 and 3.1.2 are intended for Offeror to provide a broad spectrum of Technology products and services to County and Participating Public Agencies.**

**b) No. See answer to question Q1.**

**c) Any awarded Contractor must submit a request to add new products and services for approval to County in writing.**

Q101. 4. Participating Public Agencies/Contracting Agent/MICPA (page 9) – The RFP provides that Fairfax County serves as the Lead Public Agency/Contracting Agent. Also, each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA). Further, it provides that, under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed

- a) Can you please clarify the Master Agreement as a contracting vehicle? Is it a correct understanding that the vendor negotiates the Master Agreement with the Lead Public Agency (Fairfax County), and in the event that a Participating Public Agency wishes to ride the Master Agreement, in order to purchase products and services from the vendor, then they must enter into a MICPA? Please confirm.
- b) If this is a correct understanding, can you please clarify why a Participating Public Agency would be issuing a separate procurement? It seems that if the Master Agreement is negotiated as a procurement vehicle, then no separate procurement would be necessary? What is the value to the vendor of negotiating a Master Agreement, if the vendor then has

Attachment 1

to then enter into separate procurements with Participating Public Agencies? Please clarify.

- c) Are all state, counties, local government entities and/or public agencies permitted to ride the Master Agreement through the MICPA? Please clarify.

**A101. a) Participating Public Agencies consent to MICPA when registering with U.S. Communities on its website and only need to register once to utilize all U.S. Communities contracts. Currently over 55,000 Public Agencies are able to purchase off of the Technology contract.**

**b) State statutes allow Participating Public Agencies to utilize the competitively solicited Master Agreement held by the Lead Public Agency (Fairfax County) without having to individually go through the full competitive bid process. Each Participating Public Agency makes its own purchases with the awarded Supplier under the same terms and conditions as awarded by the Lead Public Agency.**

**c) Yes, with few exceptions.**

Q102. 4. Availability of Master Agreement (page 10) – The RFP provides that “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.”

a) If a vendor enters into a Master Agreement with the Lead Public Agency, it is unclear why U.S. Communities would have the right to not make the Agreement available to Participating Public Agencies? Can you please clarify the intent of this provision?

b) Under what circumstances would U.S. Communities not make the Master Agreement available to Participating Public Agencies?

**A102. a) U.S. Communities manages and administers the U.S. Communities Program nationwide.**

**b) An example of a circumstance where U.S. Communities would not make the Master Agreement available to Participating Public Agencies is if an Offeror failed to comply with the terms and conditions of Appendix F.**

Q103. **3.1 Special Provisions, Contract Period and Renewal (page 11)** – The RFP provides that the contract will be begin on date of award and terminate on the 3<sup>rd</sup> anniversary of the award.

a) Is it a correct understanding that the contract is for a base period of 3 years, with four one-year options to extend?

b) What is the process for the exercise of the option years?

**A103. a) Yes**

**b) Options are exercised through an Amendment to the Master Agreement.**

Q104. 3.1 Special Provisions, Contract Period and Renewal (page 11) – Regarding contract terms of individual contracts with purchasing entities:

a) Will all Participating Agencies continue to operate/procure according to their unique fiscal years or the Contract “fiscal year”? Please clarify?

b) Will price increases take effect on the anniversary of the Master Agreement, or on the anniversary date of that individual Purchasing Agencies submit an order?

**A104. a) Participating Public Agencies will operate on their “fiscal years”.**

**b) Price adjustments must be submitted and approved by County for the Master Agreement per Special Provisions Paragraph 9.**



Attachment 1

Q105. 5.1.2 Program Requirements (page 12) – The RFP states in Section 5.1 that a Qualified Offeror be an authorized reseller or direct manufacturer of the Products and Services. Does this definition preclude from consideration vendors who are not authorized resellers or direct vendors of the specific Products and Services listed under the Introduction and Background, starting on page 3?

**A105. Yes.**

Q106. **5.5 Offeror Capabilities (page 13)** – Section 5.5 provides a list of several capabilities that the Offeror will perform (see sections 5.5.1-5.5.7). If one or more of these provisions simply do not apply to the products and services that a vendor is offering, is it a correct understanding that these provisions simply are “not applicable”? Please clarify.

**A106. Offeror must note any requirements that are not applicable in its response.**

Q107. 5.9.3 Environmental Reporting (page 14) – The RFP indicates that vendors may, upon request, be required to provide periodic environmental impact reports.

a) Can you please provide a sample report?

b) In the event that the products offered are electronic in nature, such that there is no environmental impact, can the requirement for Environmental Reporting be waived?

**A107. a) This information is not available.**

**b) No.**

Q108. 5.11.6 Index (page 15) – Section 5.11.6 provides for the creation of an index of information. Can you please provide clarification as to the intent of this requirement, and to what product(s) and/or service(s) that this may apply to?

**A108. This is to ensure compatibility of data across platforms so there is homogeneity of data.**

Q109. 5.12 Background Checks (page 15) – Section 5.12 provides for background checks for personnel “who work in a County owned/leased/rented facility.” Is it a correct understanding that this only applies to personnel that would maintain an office in a County facility, but not to an employee that may be just visiting (e.g., for training or customer support)? Please clarify.

**A109. If a staff member is onsite, they must have successfully completed a background check.**

Q110. 7. Cost Proposal Instructions (page 17) – Section 7.1 provides that the Offeror’s cost proposal must include “cost and pricing data.” If an Offeror is offering a commercial item product for which “cost and pricing data” is simply not applicable, may this requirement be omitted or waived? Please clarify.

**A110. Offeror must provide adequate information to establish the reasonableness of the proposed fees.**

Q111. 7.3 Tab 1 Proposed Product Offering (page 18) – Section 7.3 requires offerors to provide a detailed cost breakdown of their proposed pricing structure to include direct, indirect, general & administrative, overhead and profit cost details. If an Offeror is offering a commercial item product for which this information is simply not applicable and/or available, may this requirement be omitted or waived? Please clarify.

**A111. If offering a product, see Special Provisions, Paragraph 7.3 Tab 1.**



Attachment 1

- Q112. 7.3 Tab 1 Proposed Product Offering (page 18) – Section 7.3 provides that price reductions, special offerings, sales or promotions shall be passed on to the County and Participating Agencies as soon as they are announced. Is it a correct understanding that the price reductions, special offerings, sales or promotions are limited to those offered as part of the Master Agreement? What about price reductions, special offerings, sales or promotions that may be offered to the vendor’s customers outside of the Master Agreement? Please clarify the intent of this paragraph.
- A112. See Appendix D, Supplier Qualifications and Supplier Information, Commitments. If Offeror is offering price reductions, special offerings, sales or promotions to Public Agencies outside of the Master Agreement, it must also offer those price reductions, special offerings, sales or promotions through the Master Agreement. See answer to question Q12 for a definition of Public Agencies. Price reductions, special offerings, sales or promotions to the federal government or the private sector would not apply.**
- Q113. 9.1 Pricing (page 19) – Section 9.1 provides that the pricing structure, discounts and fees will remain firm in the first 365 days, and that any changes “may be based on CPI”. If a vendor’s products are not a commodity to which CPI would apply, may a vendor propose price increases based on standard industry practice? Please clarify.
- A113. Special Provisions Paragraph 9.1 indicates “or other relevant indices” to offer flexibility.**
- Q114. **9.2 Pricing (page 19)** – Section 9.2 provides that the request for a price change must be documented with multiple factors. If a vendor’s products are not a commodity to which CPI would apply, may a vendor simply provide pricing for all years of the proposed contract term (base 3 years plus four one-year option years), as this is our standard industry practice, and leads to procurement efficiency as it alleviates the contract administration need of engaging in negotiations on an annual basis.
- A114. Yes.**
- Q115. 19.1 Statistical Reports (page 24) - Under section 19.1, what data is to be provided in these statistical monthly and annual tabulated reports? Is this requirement duplicative of any of the reports under 5.9.1, 5.9.2, 5.9.3, or the management reports identified in the Supplier Qualifications and Supplier Information section of (7) Administration?
- A115. Special Provisions Paragraph 19.1 relates to federal and state mandated reporting requirements. Paragraph 5.9 relates to specific requirements for the County and Participating Public Agencies for this RFP. Supplier Qualifications and Supplier Information, Administration, Item 7, is for any additional reporting your company can offer.**
- Q116. **19.3 Invoices (page 24)** - Under section 19.3, since our invoices are systematically generated and mailed by the 8th of each month, would it be acceptable to add additional mail time of 7 days, for a received date of the 15th of each month?
- A116. Offeror should propose the most effective way it can meet the requirements of the RFP.**

Attachment 1

Q117. 24 Project Audits (page 25) - Under section 24.1, can you provide additional detail on the types of costs and data that would be required for a successful audit?

**A117. Audits can vary greatly depending on the type of audit so this information is not available.**

Q118. 29 Use of Contract by Other Public Bodies (page 26) – Section 29.4 indicates that each public body has the option of executing a separate contract with the Contractor. It appears to defeat the purpose of negotiating a Master Agreement with the Lead Public Agency if the vendor then has to turn around and negotiate a separate agreement with the Participating Public Agency. Isn't that the purpose of the MICPA? Please clarify how this results in procurement efficiency.

**A118. This paragraph is for the benefit of local DC metro area jurisdictions. Just as language in the Master Intergovernmental Cooperative Purchasing Agreement states that the “Master Agreements” are “subject to any applicable local purchasing ordinances and the laws of the State of purchase”.**

Q119. 32. HIPAA Compliance (page 27) – If a vendor is not offering a product or service that impacts HIPAA, does this provision get struck as simply not applicable? Please clarify.

**A119. If Offeror is not offering a product or service that impacts HIPAA, Offeror should note as not applicable.**

Q120. General Terms and Conditions, 32 – Termination for Convenience (page 32) – In the General Conditions and Instructions to Bidders, page 32, Paragraph 32, there is a Termination for Convenience. The RFP states that the “Contract may be terminated in whole or in part by the County whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County.

a) If the Contract is terminated for convenience by the Lead Agency, what is the effect of the cancellation on the Participating Agencies? Does cancellation by the Lead make the contract null and void for all Participating Agencies?

b) Given the potential size of this solicitation and the potentially large number of Participating Agencies, termination for convenience would seem to not be in the best interests of all Participating Agencies. As such, we would request that this provision be removed or modified to allow existing agreements to survive until their specific term is completed.

**A120. a) Yes.**

**b) We will not be removing this paragraph.**

Q121. General Terms and Conditions, Section 78 Venue (page 39) - On page 39, Venue is in accordance with the laws of Virginia but under the Administration Agreement, on page 72 of Appendix F, the agreement is governed and interpreted in accordance with the laws of the State of California. Please clarify.

**A121. General Terms and Conditions, Section 78 Venue applies to the Master Agreement. Appendix F applies to the Administration Agreement.**

Q122. Supplier Qualifications and Supplier Information, Corporate Commitment (page 48) – Section (a)(i) states that the pricing will be the Supplier's primary contractual offering of Products and Services to Public Agencies. Vendors may have other contracts and other master agreements with other entities. Is it the intent of this provision that this is the primary price offerings for any Public Agencies that wish to purchase under this Master Agreement (e.g., through a MICPA)? Or is it the expectation that the vendor will offer this same pricing to any customers, whether they purchase under the Master Agreement or outside of the Master Agreement? Please clarify.

Attachment 1

- A122. The pricing under the Master Agreement must be the lowest overall pricing (net to purchaser) by Supplier for Public Agencies over any other available pricing. See Supplier Qualifications and Supplier Information, Pricing Commitment.**
- Q123. Supplier Qualifications and Supplier Information, Corporate Commitment (page 48) – Section (a)(ii) states that the Supplier’s sales force shall always present the Master Agreement when marketing Products or Services to Public Agencies. Vendors may have other contracts and other master agreements with other entities. Is it the intent of this provision that the sales force offer the Master Agreement pricing only to those Public Agencies that wish to purchase under the Master Agreement? Or is it the intent of this provision that the sales force quote this pricing to all of their Public Agency customer, regardless of whether they are purchasing off the Master Agreement, or outside the Master Agreement (e.g., another contract vehicle and/or a separate procurement). Please clarify.
- A123. Supplier must present the Master Agreement as its primary offering to all Public Agencies. It is the Public Agency’s decision to determine if it wants to utilize the Master Agreement.**
- Q124. Supplier Qualifications and Supplier Information, Corporate Commitment (page 48) – Section (a)(iii) and (a)(viii) states that Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing offered through the Master Agreement. Vendors may have multiple other contracts and other master agreements with other entities. Is it the intent of this provision that the Supplier transition all other customers to the pricing on this Master Agreement?
- A124. No, the intent is to advise all Public Agencies that are existing customers of the Master Agreement. It is the Public Agency’s decision to determine if it wants to utilize the Master Agreement.**
- Q125. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – This provision may be applicable to vendors that provide commodities. However, if a vendor is offering a product or service that is not a commodity, and the pricing fluctuates due to numerous factors including the number of users, content offering, usage history, etc., these pricing commitments are difficult, if not impossible, for non-commodity vendors to meet. As such, would the Lead Public Agency consider deleting or modifying these provisions under such circumstances? If not, how does a vendor of a non-commodity product price their product, taking into account their standard pricing factors, and still adhere to these pricing commitments?
- A125. It is up to the Offeror to propose tiered fees, rebate structures or other pricing based on size, volume or other measure.**
- Q126. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – This provision may be applicable to vendors that provide commodities. However, if a vendor is offering a product or service that is not a commodity, and the pricing fluctuates due to numerous factors, how is the vendor of a non-commodity product expected to adhere to these pricing commitments. We provide a unique product that is customized to the needs of our government customers. It is our experience that each customer has unique needs, so we customize our offering to each customer’s needs (we do not offer a “one size fits all” product). Under these circumstances, what is the expectation with respect to the pricing commitment? Is it sufficient that the vendor provide equivalent pricing for similarly situated customers, based on content, users, usage history, etc.? Please clarify.
- A126. Yes.**

Attachment 1

- Q127. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – Section (b)(i) provides that Supplier represents that the pricing offered under the Master Agreement is the lowest overall pricing on Products and Services it offers to Public Agencies. Is it the intent of this provision that the Supplier guarantee that it is offering its best Master Agreement pricing to those Public Agencies that want to purchase under the Master Agreement? Or is the intent of this provision that the supplier represents that this is the lowest pricing to any Public Agency, whether they are purchasing under the Master Agreement, or outside of the Master Agreement? Please clarify.
- A127. Pricing must be the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies.**
- Q128. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – Under Pricing Commitment (b)(i), the RFP asks the Supplier to represent that the pricing offered is the lowest overall pricing (net to purchaser) on Products and Services that is offers to “Public Agencies”. Please provide comprehensive definition of Public Agencies to accurately assess the scope and application of this provision throughout subsection (b) Pricing Commitment, specifically with regards to (b) (i), (ii), and (iv). In addition, please confirm if “Public Agencies” is meant to reflect the defined term “Participating Public Agencies”?
- A128. See answer to question Q12. Additionally, see Appendix F Recitals, second paragraph.**
- Q129. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) –Under Pricing Commitment (b)(i), the RFP states that the pricing will be evaluated on either an overall project basis or the PA’s actual usage. When referring to evaluated, is this meant to describe the evaluation of the Supplier’s overall proposal or of their pricing offered during the course of the contract after an award? Could you please expound upon the intent behind “overall project basis” and “actual usage” as factors used to evaluate pricing?
- A129. Supplier must demonstrate on an ongoing basis to Public Agencies that its pricing is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier can demonstrate this on an overall project basis or by utilizing Public Agency’s actual usage.**
- Q130. **Supplier Qualifications and Supplier Information, Pricing Commitment (page 49)** –Under (b)(ii)(A), if the state contract is available only to a certain group of state agencies, would pricing under the Master Agreement only need to be made available to the matching subgroup of state agencies?
- A130. Yes.**
- Q131. Supplier Qualifications and Supplier Information, Contracts Offering Lower Prices (page 49) – Vendors may have multiple other contracts and other master agreements with other entities (whether statewide agreements, regional cooperative agreements, or individual contracts). If any of these contracts have lower pricing than the Master Agreement, is it the intent of this provision that the vendor than provide the same lower pricing under the Master Agreement? Please clarify.
- A131. Yes, See Supplier Qualifications and Supplier Information (b)(ii)(A)(B) and (C).**
- Q132. Supplier Qualifications and Supplier Information, Deviating Buying Patterns (page 49) – Can you please define what you would consider a “Deviating Buying Pattern” and under what circumstances this exception to the Pricing Commitment would apply?
- A132. This language is more appropriate for product based contracts. An example would be 100 truck-loads of copy paper compared to the purchase of 10 cases for office supplies.**

Attachment 1

- Q133. Supplier Qualifications and Supplier Information, Deviating Buying Patterns (page 49) –
- a) Can (b)(iii) on page 49, be interpreted to apply to GSA and FEDLINK federal supply schedule agreements, and thereby exclude them from the pricing commitment?
  - b) Can (b)(iii) be interpreted to apply to other state master agreements or regional cooperative agreements, and thereby exclude them from the pricing commitment? Please clarify.
- A133. a) If a Public Agency, as defined in the RFP, can access the GSA and FEDLINK federal supply schedule agreements, then the Supplier Qualifications and Supplier Information, Commitments apply.**  
**b) No.**
- Q134. Supplier Qualifications and Supplier Information, Section (d) (v) Sales Commitment (page 51) - Under this provision, how is the Supplier to perform this registration confirmation task? Does the County have a registration tool that can be accessed to identify if the Agency has registered? Can the County provide a registration document to the Supplier as each Public Agency registers? Will the Agencies supply this information on their PO's?
- A134. Supplier will have access to this information through the U.S. Communities intranet website.**
- Q135. U.S. Communities Administration Agreement Instructions (page 52) – The RFP provides that the executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. It is this vendor's standard industry practice that such agreements are negotiated mutually by both parties. Will U.S. Communities be willing to negotiate the terms of the Administration Agreement? Please clarify.
- A135. No.**
- Q136. Supplier Qualifications and Supplier Information, Section 7 (page 60) – Please clarify what is meant by commodity histories, procurement card histories, and green spend. Is there a sample report or template that you can provide?
- A136. Supplier Qualifications and Supplier Information, Administration, Question 7, please describe any abilities your company has in providing historical spend of products and services, any historical spend through a procurement card, any spend considered to be environmental/sustainable, and any other reports you can offer to a Participating Public Agency.**
- Q137. Administration Agreement, Section 5.1 Fees and Reporting (page 69) - Is Supplier authorized to include the 2% administrative fee in the proposed pricing to the County and Participating Agencies?
- A137. Yes, pricing is net to purchaser.**
- Q138. Administration Agreement, Section 5.4 Online Reporting (page 70) – What is the purpose of this reporting if the Supplier has already provided quarterly sales reports under Fees and Reporting section 5.2? On its face, it appears to be duplication of effort and resources.
- A138. These are additional reports and not a duplication of reports.**

RFP 2000001701  
Addendum 2  
Page 23

Attachment 1

- Q139. Administration Agreement, Section 6.4 Notices (page 71) - is it acceptable to submit reports electronically, to support our green initiatives? Reporting requirements under sections 5.9, 19, and (7) Administration of Supplier Qualifications could potentially result in hundreds of reports monthly.
- A139. How a report is delivered will be determined by the County or Participating Public Agency, depending on the type of report and needs of the particular entity.**
- Q140. Appendix F - Sales Report Format (page 75) - The Supplier ID is a required field in the Sales Report and a Supplier ID Table is supposed to be included in the Sample Sales Report Format document. This Table is missing from the document. Can you provide this Supplier ID Table?
- A140. This information will be provided upon award.**





# County of Fairfax, Virginia

## ADDENDUM

DATE: September 15, 2015

### ADDENDUM NO. 3

**TO:** ALL PROSPECTIVE OFFERORS  
**REFERENCE:** RFP 2000001701  
**TITLE:** Technology Products, Services, Solutions and Related Products and Services  
**DUE DATE/TIME:** October 8, 2015 / 2:00 PM (**Revised**)

The referenced request for proposal is amended as follows:

1. The date and time have been changed to October 8, 2015 at 2:00 P.M.
2. In Paragraph 7.3 titled Cost Proposal Instructions, Tab 1, page 19, add item 3: "Manufacturer price lists may be submitted solely electronically (CD or USB), and are not required in hard copy."
3. In Paragraph 6.1 titled Technical Proposal Instructions, Tab 5, delete Item 3 in its entirety and replace with: "Offeror shall include copies of any applicable End User License Agreements (EULA) and Service Level Agreements (SLA). EULAs and SLAs may be submitted solely electronically (CD or USB), and are not required in hard copy."

All other terms and conditions remain the same.

\_\_\_\_\_  
Lonnelle Robinson, CPPB  
Contract Specialist Supervisor

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

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

**Phone** (703) 324-3201, **TTY:** 1800- 828-1140, **Fax:** (703) 324-3681





## NOTICE OF AWARD

Date: **FEB 23 2016**

**CONTRACT TITLE:** Amazon Web Services Products and Services (and Related Products & Services)  
**CONTRACT NUMBER:** 4400006643  
**RFx:** RFP2000001701  
**NIGP CODES:** 20453, 20454, 20464, 20491, 20625, 20654, 20656, 20678, 20687, 20811, 20827, 83885, 91828, 92024, 92031, 92037, 92045, 92047  
**CONTRACT PERIOD:** May 1, 2016 through April 30, 2019  
**RENEWALS:** Four (4) optional one year renewals  
(or any combination of time equally not more than four years)  
**SUPERSEDES CONTRACT:** N/A  
**CONTRACTOR:** DLT Solutions, LLC  
2411 Dulles Corner Park, Suite 800  
Herndon, VA 20171  
**SUPPLIER CODE:** 1000012074

**Contact:** Lori Hickey  
**Telephone:** 703-709-7172 or 800-262-4358  
**E-mail:** [Lori.Hickey@dlt.com](mailto:Lori.Hickey@dlt.com)

**TERMS:** Net 30 Days  
**FOB:** Destination  
**PRICES:** See Attached Pricing Schedule

**DPSM CONTACT:** Lonnette Robinson, Contracts Specialist Supervisor  
**Telephone:** 703-324-3281; TTY: 711  
**Fax:** 703-324-3228  
**E-mail:** [Lonnette.Robinson@fairfaxcounty.gov](mailto:Lonnette.Robinson@fairfaxcounty.gov)

**ORDERING INSTRUCTIONS:**

Any County Department may enter into FOCUS (Fairfax County Unified System) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPSM and a purchase order will be executed.

Lonnette Robinson  
Contracts Specialist Supervisor

**DISTRIBUTION:**

Finance – Accounts Payable/e  
DIT – Tonya Mills/e

DIT – Ron Shoram/e  
DPSM, ACS Team 1 – J. Waysome-Tomlin

**Department of Purchasing & Supply Management**

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Notice of Award - 4400006643  
 Page 2

**PRICING SCHEDULE**

PRODUCT PRICING		
Vendor	Product Group	Sell Discount % Off List
<b>ARCHIBUS</b>		
	New product plus first year support (Perpetual)	20.60%
	Subscription Renewal/Premium Support Renewal (Perpetual)	5.66%
<b>AWS</b>		
	Amazon Web Services-products	3.00%
	DLT AWS 24x7x365 support	0.00%
	Amazon Web Services-Marketplace (third party products sold through AWS)	0.00%
	Volume discount tiers up to 5% discount as detailed in BAFO	
	Volume discount tiers apply as detailed in BAFO	
<b>Red Hat</b>		
	Cloud Forms	20.00%
	OpenShift Enterprise	20.00%
	CODEvolved included with OpenShift Enterprise	NC
	JBoss	20.00%
	Academic	2.00%
<b>ScienceLogic</b>		
	Software (Perpetual)	5.00%
	Software Maintenance & Renewals (Perpetual)	2.00%
	Software (Subscription)	0.00%
	ITMaaS	0.00%
	Hardware	0.00%
<b>Symantec</b>		
	Endpoint Security: SBE	21.00%
	Endpoint Security: 12.1	27.00%
	Symantec Antivirus / Symantec Endpoint Protection	27.00%
	SYMC Endpoint Virtualization: Support	27.00%
	SYMC Endpoint Virtualization: Product	38.00%
	PGP / Symantec Endpoint Encryption	27.00%
	Data Loss Prevention	30.00%
	SYMC Identity Access Manager	27.00%
	Embedded Security	27.00%
	Altiris: Support	27.00%
	Altiris: Product	38.00%
<b>Veritas</b>		
	Standard Support - Backup Exec: Bundle	19.00%
	Standard Support - Backup Exec: Maintenance	10.00%
	Standard Support - Backup Exec: Manufactured Good	21.00%
	Standard Support - Backup Exec: Service	21.00%
	Standard Support - Data Insight: License	21.00%
	Standard Support - Data Insight: Maintenance	2.00%
	Standard Support - Disaster Recovery: License	21.00%
	Standard Support - Disaster Recovery: Maintenance	2.00%
	Standard Support - Disaster Recovery: Manufactured Good	21.00%
	Standard Support - eDiscovery: Bundle	12.00%
	Standard Support - eDiscovery: License	21.00%
	Standard Support - eDiscovery: Maintenance	2.00%
	Standard Support - eDiscovery: Manufactured Good	21.00%
	Standard Support - eDiscovery: Service Fee	0.00%
	Standard Support - eDiscovery: Appliance Fee	21.00%
	Standard Support - NetBackup: Bundle	21.00%
	Standard Support - NetBackup: License	21.00%
	Standard Support - NetBackup: Software Support	2.00%
	Standard Support - NetBackup: Hardware Support	21.00%
	Standard Support - NetBackup: Manufactured Good	21.00%
	Standard Support - NetBackup: Service	21.00%

PRICING SCHEDULE

SERVICES AND SOLUTIONS PRICING				
Vendor	Labor Category	List Rate	Sell Discount % off List	Discounted Hourly Rate
<b>Managed Services</b>				
	DLT-AWS-MS-MDN - Monitor Level Managed Services: This is the Monitor level offering. See Managed Services Agreement for additional Terms and Conditions.	\$149.00	5.00%	\$141.55
	DLT-AWS-MS-MNG - Manage Level Managed Services: This is the Manage level offering. See Managed Services Agreement for additional Terms and Conditions.	\$249.00	5.00%	\$236.55
	DLT-AWS-MS-PER - Perform Level Managed Services: This is the Perform level offering. See Managed Services Agreement for additional Terms and Conditions.	Price per engagement based on Statement of Work		
<b>DLT Solutions</b>				
	Consultant I/Staff Consultant	\$192.24	15.00%	\$163.40
	Consultant II/Senior Consultant	\$221.29	15.00%	\$188.10
	Consultant III/Principal Consultant	\$270.47	15.00%	\$229.90
	Consultant IV/Technical Manager	\$331.94	15.00%	\$282.15
	Consultant V/Sr. Technical Director	\$470.53	15.00%	\$399.95
	IT Architect I	\$220.24	15.00%	\$187.20
	IT Architect II	\$264.28	15.00%	\$224.64
	IT Architect III	\$317.14	15.00%	\$269.57
	IT Architect IV	\$380.56	15.00%	\$323.48
	Project Assistant I	\$117.65	15.00%	\$100.00
	Project Engineer I	\$117.65	15.00%	\$100.00
	Project Engineer II	\$141.18	15.00%	\$120.00
	Project Engineer III	\$183.53	15.00%	\$156.00
	Project Engineer IV	\$220.24	15.00%	\$187.20
	Project Engineer V	\$264.28	15.00%	\$224.64
	Project Manager I	\$220.24	15.00%	\$187.20
	Project Manager II	\$264.28	15.00%	\$224.64
	Project Manager III	\$317.14	15.00%	\$269.57
	System Administrator I	\$94.12	15.00%	\$80.00
	System Administrator II	\$117.65	15.00%	\$100.00
	System Administrator III	\$141.18	15.00%	\$120.00
	System Administrator IV	\$170.59	15.00%	\$145.00
	System Administrator V	\$249.41	15.00%	\$212.00
	Subject Matter Expert I	\$201.18	15.00%	\$171.00
	Subject Matter Expert II	\$241.41	15.00%	\$205.20
	Subject Matter Expert III	\$289.69	15.00%	\$246.24
	Subject Matter Expert IV	\$347.64	15.00%	\$295.49
	Subject Matter Expert V	\$417.16	15.00%	\$354.59
<b>Red Hat</b>				
	Non-Hourly Professional Services		3.00%	
<b>ScienceLogic</b>				
	Non-Hourly Professional Services		1.00%	

Notice of Award - 4400006643  
Page 4

PRICING SCHEDULE

Additional tiered pricing discounts:

Storage:

AWS Tiers for S3	Standard Storage
First 1 TB / month	\$0.0300 per GB
Next 49 TB / month	\$0.0295 per GB
Next 450 TB / month	\$0.0290 per GB
Next 500 TB / month	\$0.0285 per GB
Next 4000 TB / month	\$0.0280 per GB
Over 5000 TB / month	\$0.0275 per GB

DLT Service Offerings:

Monthly Non-Discounted Spend (of all DLT Enterprise Customers collectively)	Monthly Discount off for all Service Offerings except "Non-Discountable Service Offerings" for each DLT Enterprise Customer
\$0 – \$499,999	3.0% of utilization
\$500,000 – \$999,999	4.0% of utilization
>= \$1,000,000	5.0% of utilization

**NON-DISCOUNTABLE SERVICE OFFERINGS**

Some Service Offerings are not discountable ("Non-Discountable Service Offerings"). The Non-Discountable Service Offerings currently consist of items purchased on AWS Marketplace. Service Provider regularly introduces new Service Offerings, and each new Service Offering will need to be evaluated to determine whether that Service Offering is provided by DLT at a discounted rate. DLT will provide information on these new Service Offerings upon release as well as whether or not they qualify for a discount under this Agreement or whether they are Non-Discountable Service Offerings.

The AWS Free Usage Tier as defined at <http://aws.amazon.com/free/> is not available for this program.

Business Support Pricing Tiers:

DLT Support Services Pricing Tiers	% of Gross Fees
Support Pricing Tier 1 – The First \$10K	10%
Support Pricing Tier 2 – The Next \$10K – \$80K	7%
Support Pricing Tier 3 – The Next \$80K – \$250K	5%
Support Pricing Tier 4 – Over \$250K	3%



# County of Fairfax, Virginia

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

**FEB 23 2016**

DLT Solutions, LLC  
2411 Dulles Corner Park  
Suite 800  
Herndon, VA 20171-6168

Attention: Brian T. Strosser, Executive Vice President, Sales and Marketing

Reference: RFP 2000001701, Technology Products, Services, Solutions & Related Products and Services

Dear Mr. Strosser:

## **Acceptance Agreement**

**Contract Number: 4400006643**

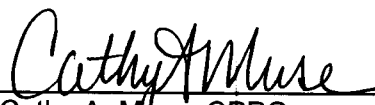
This acceptance agreement signifies a contract award for Section 3.1.14; Amazon Web Services Products, Services, and Solutions and associated Amazon Products and Services. The period of the contract shall be from May 1, 2016 through April 30, 2019, with four one-year renewal options or any combination of time equally not more than four years.

The contract award shall be in accordance with:

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

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnette Robinson, at 703-324-3281 or via e-mail at [Lonnette.Robinson@fairfaxcounty.gov](mailto:Lonnette.Robinson@fairfaxcounty.gov).

Sincerely,

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



**Department of Purchasing & Supply Management**  
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# 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 RFP2000001701

The County of Fairfax (hereinafter called the County) and DLT Solutions, LLC (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

- a. The County's Request for Proposal RFP2000001701 and all Addenda;
- b. The Contractor's Technical Proposal dated October 8, 2015;
- c. The Contractor's Best and Final Cost Proposal dated December 23, 2015 and Pricing Worksheet dated December 23, 2015;
- d. The Contractor's Labor Category Descriptions dated November 2015;
- e. This Memorandum of Negotiation;
- f. County purchase order;
- g. Any amendments subsequently issued.

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

1. DLT is awarded a contract for section 3.1.14 of the RFP, Amazon Web Services products, services and solutions, associated Amazon products and services and any related products and services. Amazon products and services must be the core product/service offered to Participating Public Agencies. DLT may also sell related products and services that support Amazon Web Services products and solutions to make Amazon Web Services more effective for Participating Public Agencies provided those related products and services are sold in conjunction with Amazon Web Services as the core product/service.
2. The discount for ScienceLogic Software (Perpetual) is five percent.
3. Any discounts are minimum discounts and any rates are not-to-exceed rates.
4. The discounting described in section 3 of the DLT BAFO document dated 12-23-2015, section entitled: DLT Pricing and Discounts for Enterprise Customers will be applied to the best available published list price, at the time of utilization, for AWS services which can be found at <https://aws.amazon.com/pricing/>. This discounting will be aggregated across an entire purchasing entity. Contractor will flow all AWS price reductions directly to all Participating Public Agencies at the time of their release. Contractor provided discounting, as described above, will be applied on top of any reduced pricing from AWS.

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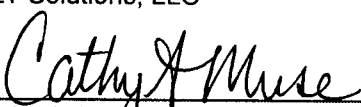
Memorandum of Negotiations  
RFP2000001701  
Page 2

5. The discounting described in section 2 of the DLT BAFO document dated 12-23-2015 will be provided to the customer at the individual AWS account level. Additionally, as each individual account achieves discounting benefit of the AWS tiered pricing, DLT will apply its aggregated discounting (see number 3 above) to the best price provided by AWS.
6. Support pricing is calculated at the individual AWS account level and cannot be aggregated at the purchasing entity level (Example: Fairfax County). The DLT support pricing model follows the AWS support pricing found at: <https://aws.amazon.com/premiumsupport/pricing/>, with the exception that DLT waives the \$100 per month minimum. DLT Business Support is Tier 1, Tier 2, 24x7x365 US Person, US Soil, International Traffic in Arms Regulations (ITAR) compliant support performed by DLT engineers who are AWS certified.
7. Any End User License Agreements (EULA's) referenced in Contractor's proposal is not incorporated as a part of the contract.
8. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract document(s) and, if acceptable to each particular Public Agency, complete and sign such document(s). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.
9. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.
10. The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

ACCEPTED BY:

  
\_\_\_\_\_  
Craig D. Adler  
Executive Vice President & Chief Financial Officer  
DLT Solutions, LLC

2/9/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cathy A. Muse, CPPO, Director  
Department of Purchasing and Supply Management

2/22/16  
\_\_\_\_\_  
Date



## LICENSE AGREEMENT ADDENDUM

Fairfax County (hereinafter referred to as "the County") and DLT Solutions, LLC ("Supplier"), a business incorporated in Herndon VA, F.E.I.N. 54-1599882, having its principal place of business at 2400 Dulles Corner Park, Suite 800, Herndon VA 20171 are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contracts and together shall govern the use of any and all Amazon Web Services products, services and solutions, associated Amazon products and services and any related products and services licensed by the County whether or not specifically referenced in the order document.

As used herein, the term "contract" shall mean Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract(s), shall mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contracts are, with the exceptions noted herein, acceptable to the County. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract(s) cannot be accepted by the County, and in consideration of the convenience of using those forms, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract(s), none of the following shall have any effect or be enforceable against the County or any of its officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;
5. Granting Supplier a security interest in property of the County or the Commonwealth or any of their officers, directors, employees or agents;
6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party;
9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

10. Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the Code of Virginia;
12. Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;
14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with contractual provisions 1, 8, 10, 11, 12, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: <http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm>.  
  
The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;
20. Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;
21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
23. Requiring that the County waive any immunity to which it is entitled by law;

24. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
26. Obligating the County beyond approved and appropriated funding. All payment obligations under this contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the contract by Supplier;
28. Permitting unilateral termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction, or as required by law;
29. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
30. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
31. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the County before the contract is considered in effect;
32. Delaying the acceptance of the contract or its effective date beyond the date of execution;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
34. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;
35. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the contract or any license pursuant to the contract;
37. Granting Supplier or an agent of Software Publisher the right to audit or examine the books, records, or accounts of the County other than as may be required by law;

The parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
39. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted. This indemnification provision shall supersede any infringement indemnification provision set forth Supplier's standard form contract(s). No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.
40. The County shall not be required to maintain as confidential any information, data, or records that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F) and are not otherwise exempted from the provisions of the Virginia Freedom of Information Act, Va. Code Ann. § 2.2-3700, *et seq.*
41. All information provided by the County pursuant to the contract shall be treated as confidential information and shall not be disclosed by Supplier, its employees, agents or subcontractors, except as specifically set forth in the contract documents. The County's confidential information shall include, but shall not be limited to: (a) Protected Health Information, as defined in HIPAA, which shall be subject to the County Business Associate Agreement, if applicable; and (b) any personally identifiable information included in information provided by the County.

Supplier shall indemnify and hold the County harmless including, its officers, trustees, employees, and agents, from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by the County as a direct result of the acts or omissions of Supplier, its employees, officials, agents, or subcontractors that cause a failure to maintain confidentiality of Information as required under the contract and applicable law, including but not limited to breach of HIPAA requirements and unauthorized access to, or failure to maintain confidentiality of, personally identifiable information. Supplier will promptly provide notice to the County of any breach of security or confidentiality of information provided by the County and shall be responsible for actions required to cure such breach resulting from Supplier's action or inaction. This indemnity obligation is supplemental to any other indemnification obligation set forth in this Addendum. No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

**DLT Solutions, LLC**

By: Daryl  
(Signature)  
Name: D.  
(Print)  
Title: Savage  
Date: \_\_\_\_\_

Digitally signed by  
Daryl D. Savage  
DN: cn=Daryl D.  
Savage, o=DLT  
Solutions,  
ou=Legal Contracts,  
email=daryl.savage@  
dlt.com, c=US  
Date: 2016.02.08  
15:37:14 -05'00'

**Fairfax County**

By: Cathy Muse  
(Signature)  
Name: Cathy A. Muse  
(Print)  
Title: Director/County Purchasing Agent  
Date: 2/22/16



# County of Fairfax, Virginia

## AMENDMENT

Date: **AUG 30 2016**

### AMENDMENT NO. 1

CONTRACT TITLE: Amazon Web Services Products and Services (and Related Products & Services)

CONTRACTOR  
DLT Solutions, LLC  
2411 Dulles Corner Park, Suite 800  
Herndon, VA 20171

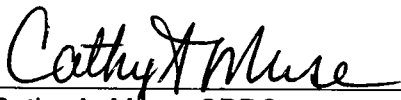
SUPPLIER CODE  
1000012074

CONTRACT NO.  
4400006643

By mutual agreement, Contract 4400006643 is amended to change the Business Support Pricing Tiers, as follows:

Description	Original DLT Support Services Pricing Tiers (% of Gross Fees)	New DLT Support Services Pricing Tiers (% of Gross Fees)
Support Pricing Tier 1 – The First \$10K	10%	7%
Support Pricing Tier 2 – The Next \$10K - \$80K	7%	5%
Support Pricing Tier 3 – The Next \$80K - \$250K	5%	5%
Support Pricing Tier 4 – Over \$250K	3%	3%

All other pricing, terms and conditions remain the same.

  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

DISTRIBUTION:  
Finance – Accounts Payable/e  
DIT – Tonya Mills/e  
DIT – Ron Shoram/e

Contract Specialist – L. Robinson  
DPMM, ACS Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)  
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228