CITY CLERK
ORIGINAL

C-10800
04/26/2016

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
INSIGHT PUBLIC SECTOR, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 26 day of April, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Insight Public Sector, Inc. an Illinois corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. On March 28, 2006, U.S. Communities Government Purchasing Alliance entered into Master Intergovernmental Cooperative Purchasing Agreement C-6418 with the City (the "MICPA"), a copy of which is attached as Exhibit A and incorporated by this reference.

B. The County of Fairfax, Virginia, a Lead Public Agency, and Contractor have entered into Contract 4400006644 (the "U.S. Communities Contract") effective May 1st, 2016, for Technology Products/Equipment and Technology Services/Solutions, and a copy of this contract is attached as Exhibit B and incorporated by this reference.

C. The City is permitted to purchase the goods and services under the U.S. Communities Contract without further public bidding, provided that the purchase is made under the same terms, conditions, and pricing that the lead public agency obtained, and the MICPA permits the City to engage in cooperative use of contracts entered into by a Lead Public Agency, such as the U.S. Communities Contract.

D. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize a procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for the purposes of this Agreement.

E. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the U.S. Communities Contract. Contractor consents to the City's utilization of the U.S. Communities Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide computer equipment at discounted prices pursuant to the U.S. Communities Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, which are incorporated by reference, and the covenants and promises contained in this Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the U.S. Communities Contract. According to the U.S. Communities Contract

purchases can be made by governmental entities from the date of award, which was May 1st, 2016, until the date the contract expires on April 30th, 2019, unless the U.S. Communities Contract is terminated by the original contracting parties. The initial period of this Agreement therefore is from May 1st, 2016 until April 30, 2019, unless the U.S. Communities Contract terminates earlier, at which point this Agreement is terminated. The City, however, may renew the term of this Agreement for two additional one-year periods until the U.S. Communities Contract expires on April 30th, 2021, or the U.S. Communities Contract is terminated, whichever occurs first. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the date the Agreement is scheduled to terminate in order to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

A. Contractor agrees to comply with all the terms, conditions and specifications of the U.S. Communities Contract. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement, and the parties will interpret all references to the "County of Fairfax, Virginia" in the U.S. Communities Contract to mean the City.

3. Compensation.

A. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Four Million Eight Hundred Thousand Dollars ($4,800,000) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
6835 N 57th Dr., Suite 100
Glendale, AZ 85301
and

Insight Public Sector
Attn: Pam Potter
2250 Pinehurst Blvd, Suite 200
Addison, IL 60101

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Insight Public Sector, INC..,
an Illinois Corporation

By: _____
Name: Brian Hicks
Title: Senior Vice-President

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
INSIGHT PUBLIC SECTOR, INC.
EXHIBIT A
[MICPA]

CITY CLERK ORIGINAL

C-6418
3/28/06

U.S. COMMUNITIES

Government Purchasers Saving You Money

Founding Co-Sponsors

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 terms and conditions hereof through U.S. Communities registration to be appended and made a part hereof.

RECITALS

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

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products 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;

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.

2. That the procurement of Products 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 bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, 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.

5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor 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.

7. The procuring party shall be responsible for the ordering of Products 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 2175 N. California Blvd., Suite 550, Walnut Creek, CA 94596.

10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Los Angeles, CA (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Joe Sandoval

Authorized Signature

Joe Sandoval, Division Manager
Purchasing and Contract Services
County of Los Angeles

Name and Title of Signer

7/3/02

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Fairfax, Virginia (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Armando E. Mallo

Authorized Signature

ARMANDO E. MALLO

Director DPSM

Name and Title of Signer

7/8/02

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Allegheny, Pennsylvania (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

11/5/03

Robert B. Webb
County Manager

Date

Allan J. Opatchick
Assistant County Solicitor

1.8.03
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature

Darren C. Muci
RFP 02-04-011 BOE Approval 1/13/03

Name and Title of Signer

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Maricopa, Arizona (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature

Name and Title of Signer

5/16/03
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Miami-Dade, Florida (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature

Theodore G. Lucas

Name and Title of Signer

Director, DPM
Miami-Dade County

Apr. 16, 2003

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Charlotte (Mecklenburg County) (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

John C. Trunk

Authorized Signature

JOHN C. TRUNK

PROCUREMENT SERVICES DIRECTOR

Name and Title of Signer

10-23-03

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Harford County Public Schools, MD (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

John L Miller

Authorized Signature

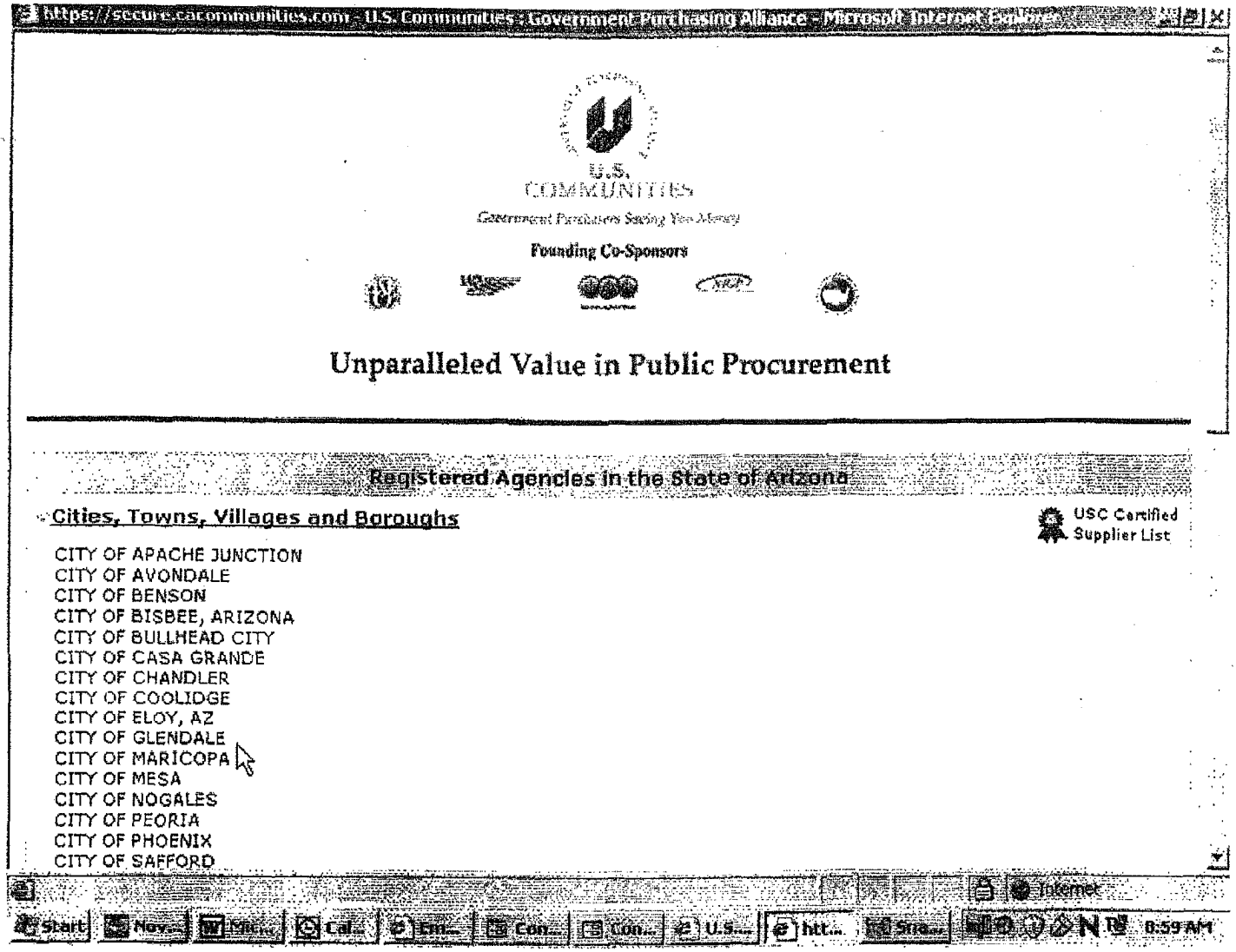
JOHN R. MILLER, Director of Procure.

Name and Title of Signer

Harford County Public Schools

10/24/03

Date


https://secure.carcommunities.com - U.S. Communities : Government Purchasing Alliance - Microsoft Internet Explorer
U.S. COMMUNITIES
Government Purchasing Saving You Money
Founding Co-Sponsors
Unparalleled Value in Public Procurement
Registered Agencies in the State of Arizona
Cities, Towns, Villages and Boroughs
USC Certified Supplier List
CITY OF APACHE JUNCTION
CITY OF AVONDALE
CITY OF BENSON
CITY OF BISBEE, ARIZONA
CITY OF BULLHEAD CITY
CITY OF CASA GRANDE
CITY OF CHANDLER
CITY OF COOLIDGE
CITY OF ELOY, AZ
CITY OF GLENDALE
CITY OF MARICOPA
CITY OF MESA
CITY OF NOGALES
CITY OF PEORIA
CITY OF PHOENIX
CITY OF SAFFORD
Internet
Start
8:59 AM

4-6-06

Steinke, Summer

From: Swaziek, James
Sent: Tuesday, May 27, 2008 11:49 AM
To: Steinke, Summer
Subject: RE: Looking for a Master IGA

Summer,
There is no agreement signed by the City of Glendale. US Communities has not required a signed IGA for a number of years according to Ray Nader.

Jim Swaziek

From: Steinke, Summer
Sent: Tuesday, May 27, 2008 11:23 AM
To: Swaziek, James
Subject: RE: Looking for a Master IGA

Jim,

It is the Master IGA. I have attached it. You sent it to me but there aren't any of our officials signatures on it. If not I am just going to log it as is.

Thanks again,
Summer

From: Swaziek, James
Sent: Tuesday, May 27, 2008 11:20 AM
To: Steinke, Summer
Cc: Nader, Raymond; Guzzi, Brian
Subject: RE: Looking for a Master IGA

Summer,
What is this IGA for?

Jim Swaziek, CPPO
Contract Analyst
City of Glendale
Materials Management
6829 North 58th Drive, Suite 202
Glendale, AZ 85301
Phone: 623-930-2867
Fax: 623-915-2694
jswaziek@glendaleaz.com

From: Steinke, Summer
Sent: Tuesday, May 27, 2008 11:09 AM
To: Swaziek, James

Cc: Nader, Raymond; Guzzi, Brian
Subject: RE: Looking for a Master IGA

Jim,

Do we have anything that has our officials signatures on it?

Thanks,
Summer

From: Swaziek, James
Sent: Tuesday, May 06, 2008 5:05 PM
To: Steinke, Summer
Cc: McCracken, Darcie; Hanna, Pam; Guzzi, Brian; Nader, Raymond
Subject: RE: Looking for a Master IGA

Summer,
I found the attached documents in our electronic file. If they do not meet your needs, Brian or Ray may be able to provide a physical copy for you tomorrow.

Jim Swaziek, CPPO
Contract Analyst
City of Glendale
Materials Management
6829 North 58th Drive, Suite 202
Glendale, AZ 85301
Phone: 623-930-2867
Fax: 623-915-2694
jswaziek@glendaleaz.com

From: Steinke, Summer
Sent: Tuesday, May 06, 2008 4:53 PM
To: Guzzi, Brian; Swaziek, James; Nader, Raymond
Cc: McCracken, Darcie; Hanna, Pam
Subject: Looking for a Master IGA

Good Afternoon Gentleman,

I was wondering if any of you electronic or hard copies of an executed copy of the IGA (copy attached) that was discussed & approved per Resolution 3945 (also attached) on March 28th, 2006.

Thank you for your assistance,

Summer Steinke
Management Aide
City Clerk's Office
City of Glendale
623-930-2105
623-463-6678 (FAX)

Steinke, Summer

From: Swaziek, James
Sent: Tuesday, May 06, 2008 5:05 PM
To: Steinke, Summer
Cc: McCracken, Darcie; Hanna, Pam; Guzzi, Brian; Nader, Raymond
Subject: RE: Looking for a Master IGA
Attachments: Attorney agreement approval.pdf; Master Intergov Coop Purchasing Agreement.pdf; US Communities Registration.pdf

Summer,
I found the attached documents in our electronic file. If they do not meet your needs, Brian or Ray may be able to provide a physical copy for you tomorrow.

Jim Swaziek, CPPO
Contract Analyst
City of Glendale
Materials Management
6829 North 58th Drive, Suite 202
Glendale, AZ 85301
Phone: 623-930-2867
Fax: 623-915-2694
jswaziek@glendaleaz.com

From: Steinke, Summer
Sent: Tuesday, May 06, 2008 4:53 PM
To: Guzzi, Brian; Swaziek, James; Nader, Raymond
Cc: McCracken, Darcie; Hanna, Pam
Subject: Looking for a Master IGA

Good Afternoon Gentleman,

I was wondering if any of you electronic or hard copies of an executed copy of the IGA (copy attached) that was discussed & approved per Resolution 3945 (also attached) on March 28th, 2006.

Thank you for your assistance,

Summer Steinke
Management Aide
City Clerk's Office
City of Glendale
623-930-2105
623-463-6678 (FAX)

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
INSIGHT PUBLIC SECTOR, INC.
EXHIBIT B
[U.S. Communities Contract]

County of Fairfax, Virginia

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

FEB 2 3 2016

Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, Az 85283

Attention: Erica Falchetti

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

Dear Ms. Falchetti:

Acceptance Agreement

Contract Number: 4400006644

This acceptance agreement signifies a contract award for Technology Products, Services, Solutions and Related 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.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

MEMORANDUM OF NEGOTIATIONS
RFP2000001701

The County of Fairfax (hereinafter called the County) and Insight Public Sector, Inc., (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 and Cost Proposals dated September 21, 2015;
c. The Contractor's Functional Roles per Labor Category dated December 2, 2015
d. The Geographic Market Tiers dated 12/10/2015;
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. Insight is awarded a contract for the following sections of the RFP:
   - 3.1.1 Technology Products
   - 3.1.2 Technology Services and Solutions
   - 3.1.3 Cisco Products, Services and Solutions
   - 3.1.4 HP Products, Services and Solutions
   - 3.1.5 Dell Products, Services and Solutions
   - 3.1.6 Panasonic Products, Services and Solutions
   - 3.1.7 EMC² Products, Services and Solutions
   - 3.1.8 CommVault Products, Services and Solutions
   - 3.1.9 Symantec Products, Services and Solutions
   - 3.1.10 Veritas Products, Services and Solutions
   - 3.1.11 VMWare Products, Services and Solutions
   - 3.1.12 Apple Products, Services and Solutions
   - 3.1.15 Microsoft Products, Services and Solutions
   - 3.1.16 Citrix Products, Services and Solutions
   - 3.1.17 NetApp Products, Services and Solutions
   - 3.1.18 Related Products, Services and Solutions

2. Participating Public Agencies reserve the right to request pricing with both service pricing methodologies: Service Category Rates and Time and Material Rates.

3. Pricing discount for Cisco hardware/software is 36% off MSRP for both government and education. Discounts are minimum discounts.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

4. Any discounts are minimum discounts and any rates are not-to-exceed rates.

5. Contractor will offer Public Agencies the lowest possible price for which they are eligible under any contract available to the customer through this contract award. Insight will check for lowest possible price when an order is placed.

6. Any End User License Agreements (EULA's) referenced in Contractor's proposal is not incorporated as a part of the contract.

7. 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.

8. 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.

9. 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:

Kenneth Lamneck, Chief Executive Officer
Insight Public Sector, Inc.

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 Insight Public Sector, Inc. ("Supplier"), a business incorporated in Illinois, F.E.I.N. 36-3949000, having its principal place of business at 6820 S. Harl Ave.,Tempe, Arizona 85283 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 Technology Product, Services and Solutions 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 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.

Insight Public Sector, Inc.

By: _____
(Signature)

Name: _Kenneth Lamneck_____
(Print)

Title: _Chief Executive Officer_____

Date: _2/8/2016_____

Fairfax County

By: Cathy A. Muse
(Signature)

Name: Cathy A. Muse
(Print)

Title: Director/County Purchasing Agent

Date: 2/22/16

COMPETITIVE SOLICITATION

BY COUNTY OF FAIRFAX, VIRGINIA

FOR

Technology Products/Equipment and Technology Services/Solutions

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP/ITB # 09-997736-42

Response Due: November 18, 2008

PRE-PROPOSAL CONFERENCE

RFP09-997736-42

An OPTIONAL pre-proposal conference will be held on November 3, 2008, at 1:00 PM at the Fairfax County Government Center, 12000 Government Center Parkway, Room 120C, Fairfax, Virginia 22035. All offerors are urged to attend.

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 administrator Teena L. Stewart at dpsmteam4@fairfaxcounty.gov prior to the pre-proposal conference.

FAIRFAX COUNTY

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

www.fairfaxcounty.gov/dpsm

VIRGINIA

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

ISSUE DATE: October 15, 2008	**REQUEST FOR PROPOSAL NUMBER:** RFP09-997736-42	**FOR:** Technology Products/Equipment and Technology Services/Solutions
DEPARTMENT: Department of Information Technology	**DATE/TIME OF CLOSING:** November 18, 2008 / 2:00 PM	**CONTRACT ADMINISTRATOR:** Teena L. Stewart / 703-324-3227 or; teena.stewart@fairfaxcounty.gov

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

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

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.: _____

E-Mail Address: _____

Federal Employer Identification No or _____

Federal Social Security No.(Sole Proprietor) _____

Prompt Payment Discount: __% for payment within___days/net___ days

Fairfax Business Prof. & Occupational Licensing (BPOL) Tax No. _____

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

BUSINESS CLASSIFICATION – CHECK ONE: ☐ LARGE ☐ SMALL **Described in Appendix B**

CHECK ONE: ☐ MINORITY-OWNED ☐ WOMEN-OWNED **Described in Appendix B**

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION
State in which Incorporated: _____

_____ _____
Vendor Legally Authorized Signature — Date

_____ _____
Print Name and Title — Secretary

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

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

INTRODUCTION AND BACKGROUND

1. LEAD PUBLIC AGENCY MASTER AGREEMENT

MASTER AGREEMENT

Fairfax County, Virginia (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/Equipment and Technology Services/Solutions** (herein "Products and Services/Solutions"). Offerors responses will be evaluated in two (2) sections: Section A: Technology Products / Equipment and Section B Technology Services/Solutions. The resulting contract may be awarded to a single offeror or multiple offerors for the products and/or Services/Solutions indicated herein. The intent of this solicitation is to provide Participating Public Agencies a vehicle to purchase **Technology Products/Equipment and Technology Services/Solutions** to meet the Participating Public Agencies IT needs. Offerors may submit a response for Section A Technology Products/Equipment, Section B Technology Services/Solutions or Sections A and B combined (ref. paragraph 18). Definitions of Products/Equipment and/or Services/Solutions may be found in Section 3 below.

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

2. OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Technology Products and Services/Solutions to Participating Public Agencies;

B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible Products and Services/Solutions.

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

Section A

Technology Products/Equipment

The Technology Products/Equipment should include but are not limited to the following:
Personal Computers (desktop and laptop), Monitors, Servers, Scanners, Printers, Software, networking, PDA's, Projectors, Memory, Cabling, Computer accessories, Computer Components, Power Protection, and Servers.

Section B

INTRODUCTION AND BACKGROUND continued

Technology Services/Solutions

Services/Solutions related to the design, use or operation of the products being purchased such as: Systems Configuration; Testing; Software Copying; Hardware/Software Installation; Upgrades and/or Maintenance; System Integration, Network Integration, and other Services and Solutions. The successful offeror(s) should offer a wide range of technical, professional, and financial Services/Solutions to meet the needs of the Participating Public Agencies. Specific requirements will be developed on a task order basis, could include, but is not limited to Services/Solutions such as:

A. Infrastructure Capabilities
- Data Center
  - Server, storage and power & cooling design and implementation
  - Server, storage and application virtualization
  - Fault, configuration and performance management
- Network
  - Core, wide area network (WAN) and edge network design and implementation
  - Wireless
  - Fault, configuration and performance management

B. Unified Security Capabilities
- Physical Security
  - Video Surveillance
  - Access Control
  - Fire / Smoke Alarm
  - Intrusion Detection
  - Video Analytics
- Asset Management
  - RFID
  - Inventory management
  - Asset tagging
- IT Security
  - Endpoint
  - Information Assurance
  - Network
  - Storage
  - Identity Management

C. Communications Capabilities
- Unified Communications, including VOIP / telephony, unified messaging, conferencing and collaboration and presence awareness
- Interoperability

D. Enterprise Content Management/Imaging Capabilities
- Document imaging
- Search and discovery
- Mobile Evidence Capture

INTRODUCTION AND BACKGROUND continued

E. Enterprise-wide Imaging:
- Full suite of imaging, workflow, document management and records management solutions.
- Solution built with open APIs and web services to provide for ease of integration with third party products.
- Capture virtually all document types including paper, faxes, email, word-processed documents, spreadsheets, HTML, XML, audio/video clips and other.
- Integrated solutions for automatic processing including images cleanup, automated indexing/OCR, automated redaction, barcode recognition, as well as functionality including markups and version control.

F. Conversion
- Conversion of physical media to digital media.
- Ability to convert a variety of media types and sizes including microfilm, microfiche, aperture cards, paper, books and other.
- Ability to convert media to a variety of document types.
- Automatic image quality enhancement and manual enhancement techniques.

G. Indexing
- Keying of information.
- Workflow and software solution to handle virtually any volume and any number of fields.
- Day-forward and backfile solutions.
- Multiple levels of quality assurance and verification (e.g., double key verify).
- Integration of automatic indexing technologies.

H. Micrographics
- Certified Full Service Laboratory.
- Ability to provide full service solution in a single entity including creation, development, duplication, processing and inventory and inspection services.
- Most localities require the use of Archival Microfilm as their secure backup.
- Ability to provide micrographic media from source (original media) or digital images.
- OSHA compliant laboratory and development rooms.

I. Long Term Storage & Retrieval
- Secure, certified storage and retrieval services meeting ANSI standards.
- Multiple levels of service for most providers including secure warehouse storage.
- 24x7 On Demand services for fast, efficient access to records.
- Ability to provide dry fire suppression systems and security.

J. E-Commerce Services
- Ability to accept secure credit card payments integrated into or as a separate service.
- Remote, hosted service for all credit card transactions.
- Administration application to allows users to make changes to their own accounts (change credit card number, password, address, etc.).
- Management application to allow site administrator to easily activate/disable user accounts.
- Service should include ability to accept a variety of payments, merchant interface, ability to manage transactions, configure accounts, review account activity, prevent fraud, risk management, receive payments quickly, fraud protection and free help.

INTRODUCTION AND BACKGROUND continued

K. Redaction Services
- Automated workflow process to assist in the human, manual redaction of images.
- Workflow to support human, manual quality assurance of images for edit, deletion or approval.
- Audit capabilities provide for real time reporting, users statistics and processing.
- Robust software workflow to support an unlimited number of images, but also resources in place to appropriately ramp up for time sensitive projects.

L. Integrated Land Information System:
- Integrated solution to process land/real property records from cradle to grave – automating all functions within a land records office.
- Integrated application to electronically capture all aspects of processing including cashiering, imaging, indexing/verification, public inquiry, reporting, auto-redaction, auto-indexing, Internet and eFiling/eRecording capabilities.
- Solution to provide ease of access to the public record both locally and remotely.

M. Court Management System:
- An architecture application that is configurable, secure, auditable, and is table-driven and modifiable by authorized users;
- A fully integrated Case Management System that is web based person-centric solution ... an end-to-end solution;
- A solution that can be fully integrated with external agencies, such as law enforcement;
- A robust, feature rich application which incorporates the functions defined by the National Center for State Courts, and additionally includes Full Document Management, including Workflow and Imaging, Full Accounting Software which includes full General Ledger and is GAAP and GASB34 complainant, Intelligent Event Management, Full In-Court Processing, and Fully Integrated Forms Generation and Word Processing, all without the use of a third-party product.

N. Auto-Redaction:
- Modern solution utilizing state-of-the-art technology to automatically redact without human intervention specific required information from a document or image (e.g., SSN).
- Provides for modern technology to assist in ease of integration to most document image processing systems.
- Provides a process for "burning" document images for permanent redaction or "layered" solutions for removable redactions.

O. Disaster Backup & Recovery:
- Multiple Services levels from simple backup to real-time full mirroring and backup for 24 hour recovery.
- Data Synchronization Software for old, new and changed data.
- Secure location with redundant power supplies.
- State-of-the-art security, fire protection and redundancy solutions.

P. Integrated Vitals System
- Integrated solution to process vital records including birth, death and marriage from cradle to grave.
- Integrated ability to support all supporting documentation such as amendments.
- Full audit capabilities.
- Secure solution to protect vital, private information from public view.

Q. Web Hosting
- Secure remote access without the hassles of having to purchase, upgrade or maintain anything.
- Redundant hardware solutions to guarantee uptime, provide virus protection, and unlimited disk space options.
- Disaster recovery service capabilities.
- Synchronization options that can be customized for each locality.
- Seamless integration with e-Commerce solutions.
- Custom interface capabilities.

R. Other Services/Solutions
- Services/Solutions other than listed in A through Q above may be proposed by Offerors.

Throughout the life of this contract, the successful Offeror(s) will maintain expertise, resources and capabilities to:

- Provide commercial hardware, software, peripherals and accessories as ordered under the task order;
- Perform consulting, assessment, design, integration, installation, and managed Services/Solutions at the task order level;
- Perform a wide range of professional, technical support and engineering Services/Solutions to support the mission and objectives of Fairfax County and Participating Public agencies as authorized buyers of this contract;
- Provide maintenance support Services/Solutions;
- Provide ancillary support (logistics support, etc.) relating to provisions of the above-listed products and Services/Solutions;
- Provide project management support for each deliverable under the contract; and
- Provide project-specific and overall contract performance reporting, as required herein.

U.S. COMMUNITIES

4. U.S. COMMUNITIES

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

National Sponsors

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

Advisory Board

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

INTRODUCTION AND BACKGROUND continued

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

Agency	*Agency*
City of Charlotte/Mecklenburg, NC	Hillsborough Schools, FL
City of Los Angeles, CA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
Dallas County, TX	Maricopa County, AZ
Davis Joint Unified Schools, CA	Miami-Dade County/Public Health Trust, FL
City and County of Denver, CO	City of San Antonio, TX
Detroit Public Schools, MI	San Diego Unified School District, CA
Fairfax County, VA	City of Seattle, WA
Harford County Public Schools, MD	Wichita Public Schools, KS
Hennepin County, MN	Great Valley School District, PA
North Carolina State University, NC	Emory University

Participating Public Agencies

Today more than 32,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $1.3 billion in products and Services/Solutions annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

Fairfax County, Virginia 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 Attachment I.

Estimated Volume

The estimated dollar volume of Products/Equipment and Services/Solutions purchased under the proposed Master Agreement is $200 Million annually. The 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 to be purchased under the proposed Master Agreement, County of Fairfax, Virginia 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 2008 is estimated to purchase more than $125 million of products and Services/Solutions from existing U.S. Communities contracts.

Marketing Support

INTRODUCTION AND BACKGROUND continued

U. S. Communities provides marketing support for 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.

Multiple Awards

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

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern its procurement practices which may be found at http://www.fairfaxcounty.gov/dpsm/regs.htm

U.S. Communities Advisory Board members will assist the Lead Public Agency in evaluating proposals. The offeror or offerors that respond affirmatively meet the qualifications contained in this RFP, and offer the best value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

SUPPLIER QUALIFICATIONS

5. SUPPLIERS

Commitments

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

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities asks each Supplier to make the commitments set forth below to ensure Supplier is providing the highest level of public benefit to Participating Public Agencies:

Each Supplier is required to make four commitments to insure the overall success of the national program. These commitments are incorporated into the U.S. Communities Administration Agreement:

A. Corporate – A commitment that U.S. Communities is actively supported by Supplier's senior executive management with a focus on the following:

- **U.S. Communities will be the Supplier's primary offering to states, local governments, school districts, and higher education institutions in the United States of America; and other government agencies and nonprofit organizations herein collectively all known as "Participating Public Agencies".**
- **A commitment that Supplier shall make all existing Participating Public Agencies that do business with the Supplier aware of the value and pricing benefits of the U.S. Communities contract.**
- **Upon authorization by the Participating Public Agency transition such Participating Public Agencies to the Supplier's U.S. Communities contract.**

B. Pricing – A commitment that Supplier's U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Participating Public Agencies. If a Participating Public Agency is otherwise eligible for lower pricing through any other Supplier contract, the Supplier will match the pricing under U.S. Communities.

C. Economy - A commitment that the supplier will demonstrate the pricing advantage of U.S. Communities over alternative competitive solicitation pricing and will proactively offer U.S. Communities as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

D. Sales – A commitment that the Supplier will market U.S. Communities throughout the United States through a Supplier sales force or dealer network that is properly trained, engaged and committed to offering U.S. Communities as Supplier's primary offering to Participating Public Agencies.

Program Standards

U.S. Communities recognizes that each Supplier has a successful business model, and may choose to manage the U.S. Communities program in a variety of ways that best suit the Supplier's organization and market approach.

The following are Program Standards intended to assist the Supplier in successfully implementing the U.S. Communities contract:

U.S. Communities Administration Agreement - The Supplier is required to execute the U.S.

SUPPLIER QUALIFICATIONS continued

Communities Administration Agreement (attached hereto as Attachment II) 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 Administrative Agreement found in Attachment II, is required to be submitted with the offerors Technical Proposal response, without exception or alteration. Failure to do so will result in disqualification.

National Account Management Team – The Supplier shall provide a National Account Manager with the authority and responsibility for the overall success of the U.S. Communities contract within the Supplier's organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from U.S. Communities concerning new public agency registrations and for ensuring timely follow up by the Supplier's staff to requests for contact from public agencies. Additionally, the Supplier shall provide the personnel necessary to implement and support a Supplier-based internet web page dedicated to the Supplier's U.S. Communities program and linked to the U.S. Communities website.

Participating Public Agency Access - Establish the following communication links to facilitate customer access and communication:

- A dedicated U.S. Communities internet web-based homepage with:
  - U.S. Communities standard logo with Founding Co-Sponsors;
  - Copy of original Request for Proposal or Invitation to Bid;
  - Copy of contract and amendments between Lead Public Agency and Supplier;
  - Summary of products and pricing;
  - Electronic link to U.S. Communities' online registration page;
  - Other promotional material as desired.
- A dedicated toll free national hotline for U.S. Communities
- A dedicated email address for general inquiries, "uscommunities@(name of supplier.com)

Electronic Registration - The Supplier is responsible for ensuring that each Participating Public Agency has completed U.S. Communities' online registration process prior to processing the Participating Public Agency's first sales order.

Sales Report - The supplier is responsible for accurate and timely reporting of all Participating Public Agency sales. Suppliers are required to comply with the following key reporting requirements;

The report is to be submitted within 30 days of the end of each calendar quarter in the prescribed format set forth in the U.S. Communities Administration Agreement.

Exception reporting – U.S. Communities will send to each vendor an exception report that details where the Supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarterly sales report.

Online Reporting - Within 60 days of quarter end, U.S. Communities will provide online reporting available to the supplier with updated quarterly sales reporting. The supplier will be asked to follow up and report back within 30 days of receiving the notification on specific reports available to them online.

Administrative Fees - The Supplier is responsible for paying to U.S. Communities an administrative

SUPPLIER QUALIFICATIONS continued

fee on all Participating Public Agency sales volumes within 30 days of the end of each calendar quarter as set out in the Agreement.

Quarterly Review - U.S. Communities will schedule a quarterly meeting with the supplier to evaluate the supplier's performance of Supplier Commitments and Program Standards outlined herein.

U.S. Communities Awareness - U.S. Communities is responsible for marketing the overall U.S. Communities concept and program to Participating Public Agencies. U.S. Communities marketing is intended to supplement and enhance the direct sales effort of the Supplier. The supplier assists by providing camera-ready logos and by participating in related trade shows and conferences.

Supplier Sales - Supplier is responsible for proactive direct sales of supplier's goods and services to public agencies nationwide and the timely follow up to leads established by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives is encouraged. All sales materials are to use the U.S. Communities logo U.S. Communities will provide each Supplier with its logos and the standards to be employed in the use of the logos. At a minimum, the Supplier's sales initiatives should communicate:

- Contract was competitively solicited by a Lead Public Agency;
- Best government pricing
- No cost to participate
- Non-exclusive contracts

Branding and Logo Compliance – Supplier is responsible for complying with the U.S. Communities branding and logo standards and guidelines. U.S. Communities-related marketing material must be submitted to U.S. Communities for review.

Sales Force Training - Supplier is responsible for the training of its sales force on the U.S. Communities contract. U.S. Communities is available to train regional or district managers and generally assist with the education of sales personnel.

SUPPLIER QUALIFICATIONS continued

SUPPLIER QUALIFICATION WORKSHEET

Offerors are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below and submit with Technical Proposal response of RFP:

A. State if pricing for all Products/Services/Solutions offered will be the most competitive pricing offered by your company to Participating Public Agencies nationally.
YES___ NO___

B. Does Supplier 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 Supplier have a national outside sales force or dealer network with the ability to call on Participating Public Agencies in all 50 U.S. states?
YES___ NO___

If you answered yes to Question C above please provide additional information on Attachment IV.

D. Did Supplier have sales greater than $50 million last year?
YES___ NO___

E. Does Supplier have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES___ NO___

F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities contract?
YES___ NO___

G. Does Supplier agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES___ NO___

H. Does Supplier 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 Supplier commit to the following program implementation schedule? (implementation schedule on the following page)
YES___ NO___

J. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES___ NO___

SUPPLIER QUALIFICATIONS continued

New Supplier Implementation Checklist	Target Completion after award
1. Administration Agreement Signed	Proposal
2. First Conference Call	One Week
Discuss expectations	
Establish initial contact people and roles/responsibilities	
Outline kick-off plan	
Establish Webex training date	
3. Supplier Login Established	One Week
Complete Supplier Initiation Form	
Create User Account and User IDs and communicate to Supplier	
4. Initial Sr. Management Meeting	Two Weeks
Review commitments	
Review Kick-off Plan	
Discuss Nat Acct Mgr. role and staff requirements	
Discuss Reporting Processes and requirements	
Determine field sales introductory communication plan	
5. Initial National Account Manager and Staff Training Meeting	Two Weeks
Discuss expectations, roles and responsibilities	
Conduct basic supplier training	
Introduce and review web-based tools	
Discuss sales organization and define roles	
Discuss marketing plan and customer communication/roll-out strategy	
Discuss Supplier Handbook	
Review with National Accounts Manager	
Review process and expectations with Nat Accts Mgr and Lead Referral person	
Discuss admin processes and expectations and provide admin support training	
6. Review of Top 10 Existing Participating Public Agency Contracts	Two Weeks
Determine strategies with NAM	
7. Program Contact Requirements	Two Weeks
Supplier Contacts Communicated to U.S. Communities Staff	
Dedicated Email	
Dedicated Toll Free Number	

SUPPLIER QUALIFICATIONS continued

8. Web Development	
Initiate IT contact	Two Weeks
Web site construction	Three Weeks
Web site final edit	Four Weeks
9. Sales Training and Roll Out	
Regional Manager Briefing - Coordinate with NAM	One Week
Initial Remote Webex Supplier Training for all sales - Coordinate with NAM	Two Weeks
Top Ten metro areas - Coordinate with NAM and RMM	Four Weeks
Initiate contact with Advisory Board Member Agencies - Coordinate with NAM, GAM, RMM	Four Weeks
Review Supplier Handbook	Six Weeks
Training Plan for the other metros- Coordinate with NAM, GAM, RMM	
10. Green Initiative	
Identify green product	Two Weeks
Upload to USC website-Link to suppliers website	Four Weeks
Environmental Purchasing contact	Six Weeks
Green Marketing Material	Six Weeks

SUPPLIER INFORMATION

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

Company

1. A brief history and description of your company;
2. Total number and location of sales persons employed by your company;
3. Number and location of distribution outlets (if applicable);
4. Number and location of support centers (if applicable);
5. Annual sales for 2005, 2006 and 2007;
6. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

Products/Equipment and Services/Solutions

1. Provide a description of the Products/Equipment and/or Services/Solutions to be provided by the offeror as outlined in paragraph 3 above, Sections A & B. The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs;
2. Provide a description of all Products/Equipment and Services/Solutions to be provided your company;
3. Describe any special programs that your company offers that will improve customers' ability to access Products/Equipment;
4. Describe any warranties related to the Products/Equipment and/or Services/Solutions being offered;
5. Describe any additional charges for shipping large products and/or for assembly on customer site, delivery to specific Suite/Office, etc.;
6. 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 Products/Equipment and/or Services/Solutions are available;
7. Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.

Administration

1. Describe your company's capacity to employ EDI, telephone, electronic, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation;
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing;
3. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s);

SUPPLIER INFORMATION

4. Describe the capacity of your company to report quarterly sales under the Master Agreement by Participating Public Agency within each U.S. state ;

5. 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;

6. Provide a list of any third party e-procurement services or portals that your company utilizes to facilitate public agency ordering and access.

BUSINESS (COST) PROPOSAL:

Pricing:

A. Provide the pricing using a **fixed percentage (%) discount** from a MANUFACTURER PRICE LIST and/or a cost-plus scenario or other objectively verifiable criteria, including the Administrative Fee as described on Attachment II - U.S. Communities Administration Agreement, for each product category your company can provide in Paragraph 3, Sections A (Technology Products/Equipment) and/or Section B (Technology Services/Solutions).

B. Provide the reference to the standard index or other objective criteria used to determine pricing for Sections A and/or B, and state why this is most advantageous to Participating Public Agencies

C. State if the quoted price for Sections A and/or B, is the most favorable pricing offered by your company to local, state and higher educational agencies nationwide.

D. Propose a plan to adjust pricing as market conditions change.

E. Detail any additional pricing incentives or rebates that may be available such as for large volume purchase and internet ordering by Participating Public Agencies.

F. All firm-fixed pricing proposed must include charges for shipping "ordinary items". No additional charge of any kind will be allowed for "ordinary items". See exception(s) in G below.

G. Detail pricing for large items requiring special shipping, door-delivery, installed, inside delivery, etc., that would not be normally included in the firm-fixed price category, but would require an additional charge due to a "special circumstance". Items not clearly identified shall be considered "ordinary items" and no additional charge shall apply.

H. Provide a detailed pricing summary page which includes the following: Product/Equipment line(s) and/or Service/Solutions offered, discounts by order size and service level Services/Solutions offered (design, reconfiguration of existing installations, etc.) and hourly, per-square-foot, or other rates where appropriate. (Fairfax County reserves the right to request additional project information based on the pricing submitted. The project may be from Fairfax County or other public agencies across the country.)

I. Provide installation schedule by region, zone or other categorization. Indicate a maximum percentage of totals as cap on installation costs.

SPECIAL PROVISIONS

6. PRE-PROPOSAL CONFERENCE:

6.1. An OPTIONAL pre-proposal conference will be held on November 3, 2008 at 1 P.M. in the Fairfax County Government Center, Room 120C, 12000 Government Center Parkway, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

6.2. 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. 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

7. CONTRACT PERIOD AND RENEWAL:

7.1. This contract will begin on May 1, 2009, or date of award, whichever is later, and will be valid through April 30th, 2013. Fairfax County reserves the right to renew this contract for (3) years, one year at a time, or any combination thereof.

7.2. Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. If such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County is entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

8. TRADE SECRETS/PROPRIETARY INFORMATION:

8.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.

8.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

9. CONTACT FOR CONTRACTUAL MATTERS:

9.1. The person to contact concerning contractual matters pertaining to this Request for Proposal is:

Teena Stewart, CPPB, Contract Specialist
Department of Purchasing and Supply Management
Telephone: (703) 324-3227
Teena.stewart@fairfaxcounty.gov

9.2. Offerors are cautioned not to contact members of the Selection Advisory Committee (SAC). SAC members will not consider information other than the materials provided by the Contract Administrator, e.g., proposals. If a SAC member is approached by anyone outside the SAC who

may have a material interest in this procurement, it will be immediately reported to the Contract Administrator.

10. REQUIRED SUBMITTALS:

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

11. TECHNICAL PROPOSAL INSTRUCTIONS:

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

11.1.

a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers. 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.

b. Understanding of the problem and technical approach.

1. Statement and discussion of the requirements as they are analyzed by the offeror.

2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.

3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.

4. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

11.2. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

11.3. Treatment of the Issues:

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the

coverage, definition, development, and organization of the issues.

11.4. Statement of Qualifications:

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

a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.

b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.

c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. If applicable, information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.

d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.

e. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.

f. Any and all forms, documentation or other requirements as contained in this RFP.

11.5. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

12. COST PROPOSAL INSTRUCTIONS:

12.1. The offeror must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. It is required that ten (10) copies of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

The cost of each task or segment of the task shall be itemized.

a. Offerors must provide a price breakdown for each service/solution separately as well as totals for services/solutions provided together if price differ.

b. Attachment III Sample Services/Solutions project for each category listed.

c. Submit a sample Services/Solution Project for each type of Service/Solution Project being proposed that is not included in Attachment III.

d. Attachment V Products List.

e. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.

f. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.

g. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

h. Any and all forms, documentation or other requirements as contained in this RFP.

Caution: Failure to break down cost elements may render the Cost proposal non-responsive.

13. SUBMISSION OF PROPOSAL:

13.1. One (1) original (duly marked) and ten (10) copies of the Technical proposal along with ten (10) CD ROMs, and one (1) original (duly marked) and ten (10) copies of the Cost (Business) proposal, **are required**, and shall be delivered to the following address. 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 opening / closing 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 time and date of the opening/closing of the bid or must accompany the bid. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. Offerors are encouraged to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic.

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.

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 Offerors to use recycled paper, wherever possible.

13.4. Each original, set of the ten (10) copies, and CD's of the proposal shall consist of:

a. Cover sheet (DPSM32)

b. Technical proposal as required in the Special Provisions, paragraph 11 **TECHNICAL PROPOSAL INSTRUCTIONS**.

c. Cost proposal as required in the Special Provisions paragraph 12, **COST PROPOSAL INSTRUCTIONS**. (Appendix B and all other forms, CD's, as requested in this RFP must be included in the Cost proposal).

13.5. 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.

14. PRICING:

14.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years will be based on the Consumer Price Index (CPI-U), may be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant indices.

14.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).

14.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

14.4. Pricing for Section A, Technology Products/Equipment; all prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract, unless otherwise stated in this solicitation (reference Section 5, Products/Equipment and/or Services/Solutions, sub paragraph 5).

15. DELIVERY/TIME OF PERFORMANCE:

15.1. Fairfax County requires that delivery be made at destination within the shortest time frame possible. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 7:30 A.M. and 4:30 P.M. on regular County business days unless other arrangements have been made.

15.2. The County may pickup orders from the vendor when it is in the best interest of the County. In these instances the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.

16. LATE PROPOSALS:

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

17. PERIOD THAT PROPOSALS REMAIN VALID:

17.1. Proposals will remain valid for a period of one-hundred and eighty days (180) calendar days after the date specified for receipt of proposals.

18. BASIS FOR AWARD:

SPECIAL PROVISIONS

18.1. The County of Fairfax reserves the right to award the contract in the aggregate, by section, by product, by individual service, or any combination, whichever is in the best interest of the County.

18.2. 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.

18.3. 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.

18.4. 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.

18.5. Proposal Evaluation Criteria

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

A. PROVEN EXPERIENCE of the company's success in providing Technology Products/Equipment and/or Technology Services/Solutions on a nationwide and local basis in a timely manner.

B. Depth of Response to TECHNICAL PROPOSAL (Ref. Special Provisions paragraph 11).

C. Depth of Response to COST (BUSINESS) PROPOSAL (Ref. Special Provisions paragraph 12).

D. Where PRICING is a discount from Price List, the Price List Sheets shall be the currently published National Standard Manufacturer's Price Lists or other objectively verifiable criteria. Each offeror shall quote the percentage of discount from the Price List cited above and shall furnish a copy with their bid submission.

E. Depth of Response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (Paragraph 5).

Each offeror shall attach to each page of their pricing schedule one copy of one price list or retail price sheet, **clearly marking the item and column to which the discount is applied,** for each item bid. **FAILURE TO PROVIDE THE PRICE LISTS MAY BE CAUSE FOR REJECTION OF THE BID. IF COUNTY STAFF CANNOT IDENTIFY THE ITEM ON THE MANUFACTURER'S PRICE LIST OR VENDOR'S RETAIL PRICE SHEET, AND VERIFY THE OFFERORS PROPOSED PRICE, THE PROPOSAL MAY BE REJECTED.**

18.6. 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.

SPECIAL PROVISIONS

18.7. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

18.8. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

18.9. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

19. INSURANCE:

19.1. 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.

19.2. The Contractor shall, during the continuance of all work under the Contract provide the following:

a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than $100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

b. The contractor agrees to maintain Commercial General Liability insurance in the amount of $1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.

c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.

d. The contractor agrees to maintain Professional Liability insurance in the amount of $1,000,000 per occurrence/aggregate to cover each individual professional staff.

e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

f. Rating Requirements:

1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.

2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

g. Indemnification:

Article 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.

19.3. 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.

19.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

19.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

19.6. If an "ACORD" Insurance Certificate form is used by the Contractor's Insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

20. METHOD OF ORDERING:

20.1. The County may use four (4) different methods of placing orders from the final contract: Purchase Orders (PO's); Blanket Purchase Orders (BP's); Small Orders (SO's); and, approved County procurement cards.

20.2. A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.

20.3. Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.

SPECIAL PROVISIONS

20.4. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO 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.

20.5. 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 under contract with JPMorgan/Master Card. Contractors are encouraged to accept this method of receiving orders.

Questions regarding establishing an account with Master Card should be referred to: MC/Master Card Merchant Services at 1-800-762-6663. It is anticipated that participating contractors will accept procurement card orders.

20.6. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.

20.7. 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.

20.8. The Department of Purchasing and Supply Management has the capability to issue purchase orders electronically and transmit them to vendors by fax. For more information about the Fax Purchase Order program, call (703) 324-3268, TTY 1-800-828-1140.

21. REPORTS AND INVOICING:

21.1. 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

21.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:

A. Employee name;
B. The name of the County department;
C. Date of services
D. The type of services; and,
E. The itemized cost for each item/service.

21.3. 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 21.2, A-E. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

22. PAYMENTS:

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

23. ELECTRONIC PAYMENT OPTION:

23.1. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email

and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to ACHpayments@fairfaxcounty.gov. A copy may also be picked up at the Department of Purchasing and Supply Management.

24. CHANGES:

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

24.2. 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.

25. DELAYS AND SUSPENSIONS:

25.1. The Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. If, after giving the County Purchasing Agent written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor's time of completion by a period of time reasonably suited for completion of work.

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

26. ACCESS TO AND INSPECTION OF WORK:

26.1. 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.

27. PROJECT AUDITS:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

28. OTHER SERVICES:

28.1. The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the County's administrators to monitor the program's progress and effectiveness. The County's administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year.

29. DATA SOURCES:

29.1. 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.

30. SAFEGUARDS OF INFORMATION:

30.1. 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.

31. ORDER OF PRECEDENCE:

31.1. 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).

32. SUBCONTRACTING:

32.1. 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.

SPECIAL PROVISIONS

32.2. 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.

33. NEWS RELEASE BY VENDORS:

33.1. 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.

34. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

34.1. 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.

34.2. 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.

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 accepted 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.

I. 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.

OPEN MARKET PROCUREMENT (OMP): 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 than $50,000.

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.

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

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

General Conditions and Instructions to Bidders

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

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

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

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. 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 the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.

c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.

d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

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

b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:

   1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.

   2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

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 either a) in the special mailing envelope provided by the Department of Purchasing and Supply Management or b) have the solicitation number, subject, and date/time of opening/closing clearly marked on the outside of any other wrapper used.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.

14. BID OPENING-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: http://www.fairfaxcounty.gov/dpsm/solic.htm.

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

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

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

General Conditions and Instructions to Bidders

local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

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

SPECIFICATIONS

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

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

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

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

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

AWARD

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

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

a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

d. The quality of performance of previous contracts or services;

e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;

f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

g. The quality, availability and adaptability of the goods or services to the particular use required;

h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

i. The number and scope of the conditions attached to the bid;

j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and

k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract.

General Conditions and Instructions to Bidders

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 shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before 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. VENDOR RELATIONS DIVISION-

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. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to

insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

c. As used in this contract, the term small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years.

d. As used in this contract, the term "minority business" means a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.

e. As used in this contract, the term women-owned business means a business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

f. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

g. 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.

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

General Conditions and Instructions to Bidders

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.

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.

General Conditions and Instructions to Bidders

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.

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

64. OFFICIALS NOT TO BENEFIT-

a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or

proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

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

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

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 except as provided below:

a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;

3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so

serious as to justify suspension or debarment action:

(a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

(b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;

5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;

7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.

b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

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

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

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.

General Conditions and Instructions to Bidders

c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

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

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

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

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. IMMIGRATION REFORM AND CONTROL ACT: Contractor certifies 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.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

RFP CHECKLIST

NAME OF OFFEROR: _____

ADDRESS: _____

_____

E-MAIL ADDRESS: _____

Name and 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: _____

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
B. Special Provisions & Specifications
C. Appendix A (General Conditions and Instructions to Bidders)
D. Appendix B (RFP Checklist, Price Summary & Instructions, BPOL Form, Debarment/Suspension Certification, Listing of Local Public Bodies, Business Classification Schedule, Subcontractor's Notification Form).
E. Any and all forms as required to be submitted in reference to this RFP.

_____
Typed Name and Title

_____
Signature

_____
Date of Submission

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

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

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

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

_____

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

For Office Use Only:

- Company name and address: _____

_____

- Amount of Contract Award $ _____
- Fairfax County Department:

  _____
- Department Contact _____ Phone No. _____
- Company Contact _____ Phone No. _____
- Nature of business _____

Complete and return this form or a copy of your current Fairfax County Business License with your proposal. Contract award may not be made without it.

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: _____

BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years..

Minority Business – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

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

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box X on line 3.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

Line	SMALL BUSINESS	LARGE BUSINESS	OWNERSHIP
1.	___ B	___ Y	**Regardless of Ownership**
2.	___ C	___ A	**Women-Owned**
3.	___ X	___ V	**Minority-Owned**

PLEASE RETURN THIS FORM WITH YOUR BID PACKAGE. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.

NAME OF FIRM: _____

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 Code: _____**(from Business Classification Schedule)**

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor (ref. paragraph 32, Special Provisions). Please complete this form and return it with your bid package.

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. Contract award may not be made without it.

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Participating Public Agency Certificate ('Lead Public Agencies") to be appended and made a part hereof and other government agencies that register electronically with U.S. Communities or otherwise execute a Participating Public Agency Certificate ("Participating Public Agencies") to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding 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 volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Participating 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;

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.

2. That the procurement of Products 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 bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, 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.

5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products 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.

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 North Main Street, Suite 700, Walnut Creek, CA 94596-3722.

10. This agreement shall take effect after execution of the Lead Participating Public Agency Certificate or Participating Public Agency Participation Certificate or electronic registration, as applicable.

U.S. communities Administration Agreement

This ADMINISTRATION AGREEMENT (THIS "Agreement") is made this _____ day of _____, ____, between the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") and _____(herein "Supplier").

RECITALS

WHEREAS, the _____(herein "Lead Public Agency") has entered into a Master Agreement dated _____, Agreement No. _____, by and between the Lead Public Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of _____ (herein "Product & Services");

WHEREAS, said Master Agreement provides that any state, local government, school district, higher education institution, other government agency and nonprofit organizations (herein "Participating Public Agencies") may purchase Product at prices stated in the Master Agreement;

WHEREAS, U.S. Communities is an instrumentality of government with 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 with regard to other Master Agreements offered through the 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 and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis throughout the United States ;

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:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit I 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.

3. 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 the U.S. Communities under this Agreement including, but not limited to, the Supplier's obligation to provide the indemnification and insurance.

4. The Supplier shall perform all of its duties, responsibilities and obligations in the time and manner as required to be performed by the Supplier as set forth in the Master Agreement.

5. 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 hereby agrees that the Agency shall act in the capacity of administrator of purchases under the Master Agreement.

U.S. communities Administration Agreement continued

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

TERM OF AGREEMENT

2. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that all indemnifications afforded by the Supplier to U.S. Communities shall survive the term of this Agreement.

MUTUAL COMMITMENTS

3. U.S. Communities Commitments to Program Suppliers

Marketing – U.S. Communities will proactively and jointly market the Supplier's contract to Agencies nationwide throughout the United States through a network of major sponsors (NLC, NACo, USCM, ASBO & NIGP) and state-level sponsors. In addition the U.S. Communities staff will enhance the Supplier's marketing efforts through in-person meetings with public agencies, participation in key events and tradeshows and by providing online tools to the Supplier's sales force.

Training – U.S. Communities is dedicated to training and educating the Supplier sales force. The U.S. Communities Program Managers' primary focus is the education, training and engagement of the Supplier's sales force. The Program Managers will conduct face to face training sessions as well as conduct joint calls to major Public Agencies. This direct support of the field is enhanced by a Supplier login that provides presentations, documents and information to assist the Supplier field sales force in effectively promoting their U.S. Communities contract.

Knowledge Management Support – U.S. Communities will provide resources and tools to enable the Supplier to leverage the program's knowledge and data. Prior to implementation, the Supplier's sales force will be provided access to a private login site that contains marketing, training and targeting data.

SUPPLIER COMMITMENTS

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

The successful foundation of the partnership requires Commitments from both U.S. Communities and the Suppliers. U.S. Communities asks each Supplier to make the Commitments set forth below to ensure Supplier is providing the highest level of public benefit to Participating Public Agencies:

Each supplier is required to make four commitments to insure the overall success of the national program. These commitments are incorporated into the Agreement:

A. Corporate – A commitment that U.S. Communities is actively supported by Supplier's senior executive management with a focus on the following:

- U.S. Communities will be the Supplier's primary offering to states, local governments, school districts, and higher education institutions in the United States of America; and other government

U.S. communities Administration Agreement continued

agencies and nonprofit organizations herein collectively all known as "Participating Public Agencies".

- A commitment that Supplier shall make all existing Participating Public Agencies that do business with the Supplier aware of the value and pricing benefits of the U.S. Communities contract.

- Upon authorization by the Participating Public Agency transition such Participating Public Agencies to the Supplier's U.S. Communities contract.

B. Pricing – A commitment that Supplier's U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Participating Public Agencies. If a Participating Public Agency is otherwise eligible for lower pricing through any other Supplier contract, the Supplier will match the pricing under U.S. Communities.

C. Economy - A commitment that the supplier will demonstrate the pricing advantage of U.S. Communities over alternative competitive solicitation pricing and will proactively offer U.S. Communities as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

D. Sales – A commitment that the Supplier will market U.S. Communities throughout the United States through a Supplier sales force or dealer network that is properly trained, engaged and committed to offering U.S. Communities as Supplier's primary offering to Participating Public Agencies.

The Corporate, Pricing, Economy and Sales Commitments are the foundation of the relationship between U.S. Communities and its suppliers. The Commitments are not negotiable. If a supplier is found to be in violation and/or non-compliance with one or more of the U.S. Communities Commitments, the supplier will have ninety days to provide resolution and come into compliance. Failure to do so will result in removal from the U.S. Communities national program.

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

PROGRAM STANDARDS

U.S. Communities recognizes that each Supplier has a successful business model, and may choose to manage the U.S. Communities program in a variety of ways that best suit the Supplier's organization and market approach.

The following are Program Standards intended to assist the Supplier in successfully implementing the U.S. Communities contract:

Senior Management Account Representative and Team – The Supplier shall provide a Senior Management Account Representative with the authority and responsibility for the overall success of the U.S. Communities contract within the Supplier's organization. The supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from U.S. Communities concerning new public agency registrations and for ensuring timely follow up by the Supplier's staff to requests for contact from public agencies. Additionally, the supplier shall provide the personnel necessary to implement and support a supplier-based internet web page dedicated to the Supplier's U.S. Communities program and linked to the U.S. Communities website.

Participating Public Agency Access - Establish the following communication links to facilitate customer access and communication:

- A dedicated U.S. Communities internet web-based homepage with:
  - U.S. Communities standard logo with Founding Co-Sponsors;
  - Copy of original Request for Proposal or Invitation to Bid;
  - Copy of contract and amendments between Lead Public Agency and Supplier;
  - Summary of products and pricing;
  - Electronic link to U.S. Communities' online registration page;
  - Other promotional material as desired.
- A dedicated toll free national hotline for U.S. Communities
- A dedicated email address for general inquiries, "uscommunities@(name of supplier.com)

Electronic Registration - The Supplier is responsible for ensuring that each Participating Public Agency has completed U.S. Communities' online registration process prior to processing the Participating Public Agency's first sales order.

Sales Report - The supplier is responsible for accurate and timely reporting of all Participating Public Agency sales. Suppliers are required to comply with the following key reporting requirements;

The report is to be submitted within 30 days of the previous month's Participating Public Agency sales in the prescribed format set forth in the Agreement.

Exception reporting – U.S. Communities will send to each vendor an exception report that details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarter.

Online Reporting - Within 60 days of each calendar quarter, U.S. Communities will provide online reporting available to the supplier with updated sales reporting. The supplier will be asked to follow up and report back within 30 days of receiving the notification on specific reports available to them online.

Administrative Fees - The supplier is responsible for paying to U.S. Communities an administrative fee on all Participating Public Agency sales volumes within 30 days of the previous month's Participating Public Agency sales as set out in the Agreement. Reported sales volumes and respective administrative fee payments shall be denominated in U.S. Dollars.

U.S. communities Administration Agreement continued

Quarterly Review - U.S. Communities will schedule a quarterly meeting with the supplier to evaluate the supplier's performance of Supplier Commitments and Program Standards outlined herein.

U.S. Communities Awareness - U.S. Communities is responsible for marketing the overall U.S. Communities concept and program to Participating Public Agencies. U.S. Communities marketing is intended to supplement and enhance the direct sales effort of the supplier. The supplier assists by providing camera-ready logos and by participating in related trade shows and conferences.

Supplier Sales - Supplier is responsible for proactive direct sales of supplier's goods and services to public agencies nationwide and the timely follow up to leads established by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the U.S. Communities logo. U.S. Communities will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the supplier's sales initiatives should communicate:

- Contract was competitively solicited by a Lead Public Agency;
- Best government pricing
- No cost to participate
- Non-exclusive contracts

Branding and Logo Compliance – Supplier is responsible for complying with the U.S. Communities branding and logo standards and guidelines. U.S. Communities related marketing material must be submitted to U.S. Communities for review.

Sales Force Training - Supplier is responsible for the training of its national sales force on the U.S. Communities contract. U.S. Communities is available to train regional or district managers and generally assist with the education of sales personnel.

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

FEES & REPORTING

11. Supplier shall pay U.S. Communities a quarterly administrative fee in the amount of 1% of the total purchase price for the first $10 million in annual sales; 1.5% of the total purchase price for the next $10 million in annual sales; 2% of the total purchase price for the next $320 million in annual sales; and 2.5% of the total purchase price for annual sales of $340 million and beyond, , excluding taxes, for all purchases under the Master Agreement and provide the Agency with an electronic accounting report, in a format prescribed by the Agency, summarizing all purchases under the Master Agreement. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable quarter.

12. Supplier shall at its expense maintain an accounting of all purchases made by Participating Public Agencies. U.S. Communities and Lead Public Agency reserve the right to audit the accounting for a period of four (4) years from the date the U.S. Communities receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Lead Public Agency or U.S. Communities. Monthly reports and the monthly administrative fee are due within 30 days of the previous month's Participating Public Agency sales as set forth above. The 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 fee to program sponsors and state associations of government.

13. Failure to provide a monthly report and/or payment of the administrative fee within the time and manner specified 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 the U.S. Communities sole discretion. All administrative fees not paid within 30 days of the previous month's Participating Public Agency sales shall bear interest at the rate of 1 1/2% per month until paid. Administrative fee payments shall be made by check or wire to U.S. Communities or the Designee or Trustee as may be directed in writing by U.S. Communities.

14. U.S. Communities or its designee may, at its sole discretion, compare public agency records with reports submitted by Supplier. If there is a discrepancy, U.S. Communities will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to the U.S. Communities reasonable satisfaction. If the Supplier does not so resolve the discrepancy, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports and Supplier shall be obligated to reimburse U.S. Communities costs and expenses for such audit.

GENERAL PROVISIONS

15. 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.

16. 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 he may be entitled.

17. This Agreement and U.S. Communities rights and obligations hereunder may be assigned at 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.

18. 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.

A. U.S. Communities

U.S. communities Administration Agreement continued

2033 N. Main Street, Suite 700
Walnut Creek, CA 94596
Attn: Program Manager Administration

B. Lead Public Agency

_____
_____
_____
_____
_____

C. Supplier

_____
_____
_____
Attn: U.S. Communities Program Manager

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

20. 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.

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

22. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California as a contract executed and delivered within the State of California and to be fully performed within the State of California.

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

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

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

Signature_____

By _____
[Typed name]

SUPPLIER: _____

Signature_____

By _____
[Typed name]

U.S. communities Administration Agreement continued

Addendum #1 – Affiliated Programs

U.S. Communities recently established Canadian Communities, an affiliated program in Canada to offer certain qualified contract awards. U.S. Communities will continue to explore other international opportunities as practical based upon the capacity of contract suppliers to properly serve public agencies internationally;

Understanding that all Suppliers may not have the capacity or want to focus on Canadian Communities or other affiliated programs, U.S. Communities offers these opportunities on a voluntary basis to Suppliers.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

_____Supplier wishes to participate and has the capacity to serve Canadian public agencies and other international opportunities, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

_____Supplier does not wish to participate in Canadian Communities and other international opportunities.

SUPPLIER: _____

Signature_____

By _____
[Typed name]

U.S. communities Administration Agreement continued

ADMINISTRATION AGREEMENT GUIDELINES

Corporate Commitment Guidelines

1. The supplier must demonstrate in their RFP response and throughout the term of their contract that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as an executive(s) with companywide authority.

2. The supplier's field force (direct and/or authorized dealer / rep agency etc.) must lead with their U.S. Communities contract when calling on public agencies nationwide. If the supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) U.S. Communities is required to be the lead offering not just one of the supplier's options. If a supplier meets resistance or an objection to utilizing U.S. Communities from a public agency, prior to offering an alternate contract option, the suppliers sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the public agency's objection then the supplier is permitted to pursue other options.

3. In states where the supplier has an existing state contract, U.S. Communities expects the supplier to notify the state of its U.S. Communities contract and transition the state to U.S. Communities upon the state's request. Regardless of whether or not the state decides to transition to U.S. Communities, U.S. Communities expects the supplier to lead with the U.S. Communities contract to the local public agencies within the state. Local public agencies include but are not limited to; counties, cities, school districts, special districts, community colleges, colleges, universities and non-profits. The above applies to other cooperatives held by the supplier.

4. U.S. Communities recognizes that the main value for a supplier to participate in the U.S. Communities program is to generate new incremental revenue. To ensure the credibility of the program U.S. Communities requires its suppliers to inform their existing public agency customers of their U.S. Communities contract. If an existing public agency client requests to be transitioned to the supplier's U.S. Communities contract, U.S. Communities expects the supplier to transition the client and report the client's purchases to U.S. Communities going forward

SUPPLIER'S INITIAL: _____
DATE: _____

Supplier Pricing Commitment Compliance Guidelines

U.S. communities Administration Agreement continued

It is U.S. Communities expectation that the standard pricing offered through the supplier's U.S. Communities contract is generally the lowest overall available pricing net to buyer to state and local agencies nationwide. The supplier does have recourse available to come into compliance with the U.S. Communities pricing commitment when a pre-existing contract and / or a public agency's unique buying pattern provide one or more public agencies a lower price than the supplier's U.S. Communities contract. The following options are intended for limited use and not as a routine business practice.

1. If the supplier has a contract that is available to one or more public agencies that offers lower pricing than their U.S. Communities contract, the supplier is required to match the pricing under the U.S. Communities contract and make the eligible public agencies aware that the lower pricing is available under their U.S. Communities contract. If one or more of the eligible agencies request to transition to the U.S. Communities contract, the supplier is expected to transition the agency and report the agency's purchases under the U.S. Communities contract going forward. The price match only applies to eligible agencies. Below are three examples of contracts and eligible agencies.

   a. The supplier holds a state contract with lower pricing that is available to all public agencies within the state. The supplier would match the lower state pricing under U.S. Communities and make it available to all public agencies within the state.

   b. The supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. The supplier would match the lower cooperative pricing under U.S. Communities and make it available to the ten public agency cooperative members.

   c. The 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. The supplier would be required to match the lower pricing under the U.S. Communities contract and make it available only to the individual public agency.

2. Occasionally U.S. Communities and its suppliers interact with a public agency that has a buying pattern that is a large deviation from the normal public agency buying pattern that causes the supplier's U.S. Communities pricing to be non-competitive and / or higher than an alternative contract held by the supplier. The cause could be created by a unique end user preference or requirement. When this occasion arises the supplier has the ability to address the issue by lowering the price under the U.S. Communities contract on the item(s) causing the large deviation. The supplier would not be required to lower the price for other agencies.

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

While it is the objective of the U.S. Communities program to have public agencies piggyback on the contracts rather than issue their own bids and RFPs, U.S. Communities recognizes that for various reasons many public agencies will issue their own solicitations. The following options are available to U.S. Communities Suppliers when responding to Public Agency solicitations.

1. Respond with your U.S. Communities contract pricing. If successful the sales would be reported under U.S. Communities,
2. If competitive conditions required pricing lower than the standard U.S. Communities contract pricing, the supplier can submit lower pricing through the U.S. Communities contract. If successful the sales would be reported under U.S. Communities,
3. Do not respond to the bid or RFP. Make the U.S. Communities contract available to the agency to compare against their solicitation responses.
4. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers' U.S. Communities contract pricing.
5. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers U.S. Communities contract pricing. If an alternative response is permitted offer the U.S. Communities contract as an alternative for their consideration.

SUPPLIER'S INITIAL: _____

DATE: _____

Reporting Procedures

U.S. communities Administration Agreement continued

Within 30 Days of the previous month's Participating Public Agency sales, monthly reporting is due in the required format. Monthly reporting will include sales reporting for U.S. and Canada, 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.

Submitted reports will be verified by U.S. Communities against their registration database. Any data that differs with the registration database will be changed prior to processing.

U.S. Communities will send to each supplier an error report which details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarterly sales report. Any questions should be directed to U.S. Communities in writing to mteixeira@uscommunities.org.

Within 60 days of each calendar quarter, U.S. Communities will provide online reporting available to suppliers, sponsors and agencies with updated quarterly reports. The suppliers will be asked to follow up and report back within 15 days of receiving the notification on specific reports available to them online. In general, these are the areas of concern that suppliers will be requested to review and report back on:

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

The above reports are available under your supplier login and are found under " Sales Report." Other reports that are also available and are useful in resolving reporting issues and enabling you to better manage your U.S. Communities contract are:

- Agency Sales by Population/Enrollment Report
- Hot Prospect Sales Report
- New Lead Sales Report
- State Comparison Sales Report
- Advisory Board Usage Report
- Various Agency Type Comparison Reports
- Sales Report Builder

If upon review of sales reports or sales analysis by agencies, sponsors, advisory board members or U.S. Communities staff, a sales reporting discrepancy is highlighted, suppliers will be informed of follow up requirements by e-mail. Suppliers will be expected to provide to U.S. Communities data that sufficiently clarifies sales issues in question in a timely manner so as to be resolved to U.S. Communities' and Lead Agency's reasonable satisfaction within 30 days of written request; and if not resolved U.S. Communities will have the right to conduct an audit and subject late fees to the sales in question. If past due fees are determined payable, once amount is determined, Wells Fargo must receive payment by supplier within 15 days.

U.S. communities Administration Agreement continued

a. 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:

Cities, Towns, Villages and Boroughs

CITY OF ADAIR VILLAGE
CITY OF ASHLAND
CITY OF ASTORIA OREGON
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CLATSKANIE
CITY OF COBURG
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF COTTAGE GROVE
CITY OF DALLAS
CITY OF DAMASCUS
CITY OF DUNDEE
CITY OF EAGLE POINT
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FALLS CITY
CITY OF GATES
CITY OF GEARHART
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF LAKE OSWEGO
CITY OF LAKESIDE

U.S. communities Administration Agreement continued

CITY OF LEBANON
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PHOENIX
CITY OF PILOT ROCK
CITY OF PORTLAND
CITY OF POWERS
CITY OF REDMOND
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SANDY
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF SPRINGFIELD
CITY OF ST. PAUL
CITY OF STAYTON
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WILSONVILLE
CITY OF WINSTON
CITY OF WOOD VILLAGE
CITY OF WOODBURN
CITY OF YACHATS
FLORENCE AREA CHAMBER OF COMMERCE
HOUSING AUTHORITY OF THE CITY OF SALEM
KEIZER POLICE DEPARTMENT
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION
CITY AND COUNTY OF HONOLULU

Counties and Parishes

ASSOCIATION OF OREGON COUNTIES
BENTON COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION

U.S. communities Administration Agreement continued

CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
COOS COUNTY HIGHWAY DEPARTMENT
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
JACKSON COUNTY HEALTH AND HUMAN SERVICES
JEFFERSON COUNTY
KLAMATH COUNTY VETERANS SERVICE OFFICE
LAKE COUNTY
LANE COUNTY
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY , SALEM, OREGON
MORROW COUNTY
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES
MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOWA COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY
MAUI COUNTY COUNCIL

K - 12

ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
BAKER SCHOOL DISTRICT 5-J
BANDON SCHOOL DISTRICT
BANKS SCHOOL DISTRICT
BEAVERTON SCHOOL DISTRICT
BEND / LA PINE SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANBY SCHOOL DISTRICT

U.S. communities Administration Agreement continued

CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO. 6
CENTRAL SCHOOL DISTRICT 13J
CLACKAMAS EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COQUILLE SCHOOL DISTRICT 8
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CRESWELL SCHOOL DISTRICT
CROSSROADS CHRISTIAN SCHOOL
CULVER SCHOOL DISTRICT NO.
DALLAS SCHOOL DISTRICT NO. 2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS COUNTY SCHOOL DISTRICT 116
DOUGLAS EDUCATION SERVICE DISTRICT
DUFUR SCHOOL DISTRICT NO.29
ELKTON SCHOOL DISTRICT NO.34
ESTACADA SCHOOL DISTRICT NO.108
FOREST GROVE SCHOOL DISTRICT
GASTON SCHOOL DISTRICT 511J
GEN CONF OF SDA CHURCH WESTERN OR
GLADSTONE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
GLIDE SCHOOL DISTRICT NO.12
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM-BARLOW SCHOOL DISTRICT
HARNEY COUNTY SCHOOL DIST. NO.3
HARNEY EDUCATION SERVICE DISTRICT
HEAD START OF LANE COUNTY
HERITAGE CHRISTIAN SCHOOL
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS

U.S. communities Administration Agreement continued

LA GRANDE SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LANE COUNTY SCHOOL DISTRICT 69
LEBANON COMMUNITY SCHOOLS NO.9
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C - SCIO SD
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT - SALEM - KEIZER PS
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
MCMINNVILLE SCHOOL DISTRICT NO.40
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DISTRICT
MT. ANGEL SCHOOL DISTRICT NO.91
MULTISENSORY LEARNING ACADEMY
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE POINT SCHOOL DISTRICT NO.41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH SANTIAM SCHOOL DISTRICT 29J
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
NYSSA SCHOOL DISTRICT NO. 26
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NO.46
OUR LADY OF THE LAKE SCHOOL
PHILOMATH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
PORTLAND ADVENTIST ACADEMY
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAINIER SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REEDSPORT SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J

U.S. communities Administration Agreement continued

SEASIDE SCHOOL DISTRICT 10
SEVEN PEAKS SCHOOL
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT
SIUSLAW SCHOOL DISTRICT
SOUTH COAST EDUCATION SERVICE DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
VERNONIA SCHOOL DISTRICT 47J
WEST HILLS COMMUNITY CHURCH
WEST LINN WILSONVILLE SCHOOL DISTRICT
WHITEAKER MONTESSORI SCHOOL
YONCALLA SCHOOL DISTRICT NO.32
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
EMMANUAL LUTHERAN SCHOOL
HANAHAU`OLI SCHOOL
ISLAND SCHOOL
KAMEHAMEHA SCHOOLS
KE KULA O S. M. KAMAKAU

Higher Education

BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIV.
REED COLLEGE
ROGUE COMMUNITY COLLEGE

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SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
BRIGHAM YOUNG UNIVERSITY - HAWAII
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
UNIVERSITY OF HAWAII AT MANOA

State Agencies

BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE POLICE
OREGON TOURISM COMMISSION
SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAII HEALTH SYSTEMS CORPORATION
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION

Special/Independent Districts

BAY AREA HOSPITAL DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT
CHEHALEM PARK AND RECREATION DISTRICT
CITY COUNTY INSURANCE SERVICES
CLEAN WATER SERVICES
COLUMBIA 911 COMMUNICATIONS DISTRICT
COLUMBIA RIVER PUD
DESCHUTES COUNTY RFPD NO.2
DESCHUTES PUBLIC LIBRARY SYSTEM
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
GASTON RURAL FIRE DEPARTMENT
GLADSTONE POLICE DEPARTMENT
GLENDALE RURAL FIRE DISTRICT

U.S. communities Administration Agreement continued

HOODLAND FIRE DISTRICT NO.74
HOODLAND FIRE DISTRICT #74
KLAMATH COUNTY 9-1-1
LANE EDUCATION SERVICE DISTRICT
LANE TRANSIT DISTRICT
MALIN COMMUNITY PARK AND RECREATION DISTRICT
MARION COUNTY FIRE DISTRCT #1
METRO
METROPOLITAN EXPOSITION-RECREATION COMMISSION
MONMOUTH - INDEPENDENCE NETWORK
MULTONAH COUNTY DRAINAGE DISTRICT #1
NW POWER POOL
OAK LODGE WATER DISTRICT
PORT OF ST HELENS
PORT OF UMPQUA
REGIONAL AUTOMATED INFORMATION NETWORK
RIVERGROVE WATER DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
SANDY FIRE DISTRICT NO. 72
SUNSET EMPIRE PARK AND RECREATION
THE NEWPORT PARK AND RECREATION CENTER
THE PORT OF PORTLAND
TILLAMOOK PEOPLES UTILITY DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

Nonprofit & Other

ALLFOURONE/CRESTVIEW CONFERENCE CTR.
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
ALZHEIMERS NETWORK OF OREGON
ASHLAND COMMUNITY HOSPITAL
ATHENA LIBRARY FRIENDS ASSOCIATION
BARLOW YOUTH FOOTBALL
BAY AREA FIRST STEP, INC.
BENTON HOSPICE SERVICE
BIRCH COMMUNITY SERVICES, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
BLIND ENTERPRISES OF OREGON
BONNEVILLE ENVIRONMENTAL FOUNDATION
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
BROAD BASE PROGRAMS INC.
CANBY FOURSQUARE CHURCH

U.S. communities Administration Agreement continued

CANCER CARE RESOURCES
CASCADIA BEHAVIORAL HEALTHCARE
CASCADIA REGION GREEN BUILDING COUNCIL
CATHOLIC CHARITIES
CATHOLIC COMMUNITY SERVICES
CENTRAL BIBLE CHURCH
CENTRAL CITY CONCERN
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
CHILDPEACE MONTESSORI
CITY BIBLE CHURCH
COAST REHABILITATION SERVICES
COLLEGE HOUSING NORTHWEST
COMMUNITY ACTION TEAM, INC.
COMMUNITY CANCER CENTER
CONFEDERATED TRIBES OF GRAND RONDE
CONSERVATION BIOLOGY INSTITUTE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CORVALLIS MOUNTAIN RESCUE UNIT
COVENANT CHRISTIAN HOOD RIVER
COVENANT RETIREMENT COMMUNITIES
DELIGHT VALLEY CHURCH OF CHRIST
DOUGLAS ELECTRIC COOPERATIVE, INC.
EAST HILL CHURCH
EAST SIDE FOURSQUARE CHURCH
EAST WEST MINISTRIES INTERNATIONAL
ELMIRA CHURCH OF CHRIST
EMMAUS CHRISTIAN SCHOOL
EN AVANT, INC.
ENTERPRISE FOR EMPLOYMENT AND EDUCATION
EUGENE BALLET COMPANY
EUGENE SYMPHONY ASSOCIATION, INC.
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
FAIR SHARE RESEARCH AND EDUCATION FUND
FAITH CENTER
FAITHFUL SAVIOR MINISTRIES
FAMILIES FIRST OF GRANT COUNTY, INC.
FANCONI ANEMIA RESEARCH FUND INC.
FIRST CHURCH OF THE NAZARENE
FIRST UNITARIAN CHURCH
FORD FAMILY FOUNDATION
FOUNDATIONS FOR A BETTER OREGON
FRIENDS OF THE CHILDREN
GOAL ONE COALITION
GOLD BEACH POLICE DEPARTMENT

U.S. communities Administration Agreement continued

GOOD SHEPHERD COMMUNITIES
GRANT PARK CHURCH
GRANTS PASS MANAGEMENT SERVICES, DBA
HEARING AND SPEECH INSTITUTE INC
HELP NOW! ADVOCACY CENTER
HIGHLAND HAVEN
HIGHLAND UNITED CHURCH OF CHRIST
HOUSING AUTHORITY OF PORTLAND
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
IRCO
JUNIOR ACHIEVEMENT
KLAMATH HOUSING AUTHORITY
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
LA GRANDE UNITED METHODIST CHURCH
LANE ELECTRIC COOPERATIVE
LANE MEMORIAL BLOOD BANK
LAUREL HILL CENTER
LIVING WAY FELLOWSHIP
LOCAL GOVERNMENT PERSONNEL INSTITUTE
LOOKING GLASS YOUTH AND FAMILY SERVICES
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
METRO HOME SAFETY REPAIR PROGRAM
METROPOLITAN FAMILY SERVICE
MID COLUMBIA COUNCIL OF GOVERNMENTS
MID-COLUMBIA CENTER FOR LIVING
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
MORNING STAR MISSIONARY BAPTIST CHURCH
MORRISON CHILD AND FAMILY SERVICES
MOSAIC CHURCH
NATIONAL PSORIASIS FOUNDATION
NATIONAL WILD TURKEY FEDERATION
NEW AVENUES FOR YOUTH INC
NEW BEGINNINGS CHRISTIAN CENTER
NEW HOPE COMMUNITY CHURCH
NEWBERG FRIENDS CHURCH
NORTHWEST FOOD PROCESSORS ASSOCIATION
NORTHWEST YOUTH CORPS
OCHIN
OHSU FOUNDATION
OMNIMEDIX INSTITUTE
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
OREGON BALLET THEATRE

U.S. communities Administration Agreement continued

OREGON COAST COMMUNITY ACTION
OREGON DEATH WITH DIGNITY
OREGON DONOR PROGRAM
OREGON EDUCATION ASSOCIATION
OREGON PROGRESS FORUM
OREGON REPERTORY SINGERS
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
OSLC COMMUNITY PROGRAMS
OUTSIDE IN
OUTSIDE IN
PACIFIC CASCADE FEDERAL CREDIT UNION
PACIFIC FISHERY MANAGEMENT COUNCIL
PACIFIC INSTITUTES FOR RESEARCH
PARTNERSHIPS IN COMMUNITY LIVING, INC.
PENDLETON ACADEMIES
PENTAGON FEDERAL CREDIT UNION
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
PORT CITY DEVELOPMENT CENTER
PORTLAND ART MUSEUM
PORTLAND BUSINESS ALLIANCE
PORTLAND HABILITATION CENTER, INC.
PORTLAND SCHOOLS FOUNDATION
PORTLAND WOMENS CRISIS LINE
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
REBUILDING TOGETHER - PORTLAND INC.
REGIONAL ARTS AND CULTURE COUNCIL
ROGUE FEDERAL CREDIT UNION
ROSE VILLA, INC.
SACRED HEART CATHOLIC DAUGHTERS
SAIF CORPORATION
SAINT ANDREW NATIVITY SCHOOL
SAINT CATHERINE OF SIENA CHURCH
SAINT JAMES CATHOLIC CHURCH
SALEM ALLIANCE CHURCH
SCIENCEWORKS
SELF ENHANCEMENT INC.
SERENITY LANE
SEXUAL ASSAULT RESOURCE CENTER
SEXUAL ASSAULT RESOURCE CENTER
SHELTERCARE
SHERMAN DEVELOPMENT LEAGUE, INC.
SILVERTON AREA COMMUNITY AID
SISKIYOU INITIATIVE

U.S. communities Administration Agreement continued

SMART
SOCIAL VENTURE PARTNERS PORTLAND
SOUTH COAST HOSPICE, INC.
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SPARC ENTERPRISES
SPOTLIGHT THEATRE OF PLEASANT HILL
SPRINGFIELD UTILITY BOARD
ST. ANTHONY CHURCH
ST. ANTHONY SCHOOL
ST. MARYS OF MEDFORD, INC.
SUMMIT VIEW COVENANT CHURCH
SUNRISE ENTERPRISES
TENAS ILLAHEE CHILDCARE CENTER
THE CHURCH OF JESUS CHRIST OF LDS
THE EARLY EDUCATION PROGRAM, INC.
THE NEXT DOOR
THE OREGON COMMUNITY FOUNDATION
THE SALVATION ARMY - CASCADE DIVISION
TILLAMOOK CNTY WOMENS CRISIS CENTER
TOUCHSTONE PARENT ORGANIZATION
TRAILS CLUB
TRAINING EMPLOYMENT CONSORTIUM
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
UMATILLA-MORROW ESD
UMPQUA COMMUNITY DEVELOPMENT CORPORATION
UNION GOSPEL MISSION
UNITED CEREBRAL PALSY OF OR AND SW WA
UNITED WAY OF THE COLUMBIA WILLAMETTE
US CONFERENCE OF MENONNITE BRETHREN CHURCHES
US FISH AND WILDLIFE SERVICE
USAGENCIES CREDIT UNION
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
VOLUNTEERS OF AMERICA OREGON
WE CARE OREGON
WESTERN RIVERS CONSERVANCY
WESTERN STATES CENTER
WESTSIDE BAPTIST CHURCH
WILD SALMON CENTER
WILLAMETTE FAMILY
WOODBURN AREA CHAMBER OF COMMERCE
WORD OF LIFE COMMUNITY CHURCH
WORKSYSTEMS INC
YWCA SALEM

U.S. communities Administration Agreement continued

AMERICAN LUNG ASSOCIATION
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
EAH, INC.
EASTER SEALS HAWAII
HALE MAHAOLU
HAWAII AGRICULTURE RESEARCH CENTER
MAUI ECONOMIC DEVELOPMENT BOARD
ORI ANUENUE HALE, INC.
ST. THERESA CHURCH
WAIANAE COMMUNITY OUTREACH
WAILUKU FEDERAL CREDIT UNION

Sample Services/Solutions Projects

Offerors are required to submit a sample Services/Solution Project for each type of Service/Solution Project being proposed. Offerors are encouraged to detail labor categories, labor hours, projected Scope of Work (SOW) and associated price breakdown for a total Service/Solution package.

In addition to the above required submittal, Offerors are required to submit with their RFP response the following sample Services/Solutions Projects.

B. Unified Security Capabilities – Sample SOW

1. Request for Statement of Work

   A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for an upgrade to its enterprise-level asset management system. Below is a brief description of the tasks to be performed.

2. Scope of Services for Asset Management System Upgrade

   The scope of the project is to assist the jurisdiction with an upgrade to a current version of a commercially available asset management software application.

   The offeror's technical support team will provide the following services:

   - Base product installation in the jurisdiction's existing environment
   - Preparation of a requirements gap analysis and of recommendations with respect to how to achieve optimal ROI
   - On-site customization, user training, report development and knowledge transfer

3. Level of Effort – Cost of Services to be Provided

   Below is the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

   - Project Manager
   - Senior Analyst
   - Junior Analyst

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

C. Communications Capabilities – Sample SOW

1. Request for Statement of Work

   A jurisdiction with a population of approximately 68,000 and a work force of approximately 450, has a requirement for state-of-the-art Enterprise IP Telephony technology. Below is a brief description of the tasks to be performed.

2. Scope of Services for VOIP

   Provide for a Plan, Design, and Implementation of an Enterprise IP Telephony Project. The new IP Telephony infrastructure will support approximately 226 IP Stations across 10 locations. This will be a complete turnkey solution implementation that is reliable, scalable, and flexible.

   The offeror shall provide at minimum the following services:

   - Planning and Design
   - Programming, Advance configuration and testing
   - Project Management
   - Installation of Routers and Switches
   - Installation of AVVID and Voicemail
   - Call Manager programming, advance configuration, and testing in the vendor facility
   - Telco (Existing and/or new T1 and Analog services will be used at all sites)
   - Train the Trainer
   - Place and testing of Phones
   - Training of end users
   - Cutover

   The offeror's plan must include, as a minimum, all steps, testing, training, timelines, resources, and milestones necessary to fully satisfy the needs of the jurisdiction.

3. Cost of Services to be provided:

   - Labor categories
   - Hours
   - Equipment
   - Any other cost breakdown associated with this sample project

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

E. Enterprise-wide Imaging – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for enterprise content management and enterprise-wide imaging to scan, classify and capture documents so that their images can be captured through their Documentum/Prodagio application. Once the images have been processed the Documentum/Prodagio system will store the images and allow for them to be routed to the appropriate location within the electronic case record. Below is a brief description of the tasks to be performed.

2. Scope of Services for Enterprise Wide Imaging

The scope of the project is to assist the jurisdiction with scanning virtually all document types and classifying the documents.

The offeror's scanning solution should offer the following solutions:

- Electronically capture images and their associated metadata
- Scan from multiple locations and receive faxed documents
- Color scanning of documents, scan single or multiple page documents, scan documents of various size and condition, scan double-sided documents, and scan to include image enhancement capabilities
- Route documents to individual worker inboxes, site specific holding trays, or case specific holding trays

3. Level of Effort – Cost of Services to be Provided

Below are the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

- Project Manager
- On-Site Coordinator
- Imaging and Quality Control Technician

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sample Services/Solutions Projects continued

I. Long Term Storage & Retrieval – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for a unified storage environment with multi-protocol support. Below is a brief description of the tasks to be performed.

3. Scope of Services for Unified Storage Architecture Solution

The scope of the project is to assist the jurisdiction with design and implementation of a clustered storage platform to provide a unified storage environment and multi-protocol support.

The offeror's technical support team will provide the following services:

- Analysis of Existing Storage Platforms and attached systems
- Preparation of consolidated Storage Architecture design and implementation plan with respect on how to achieve the following:
    - Improved disk utilization and provisioning
    - Reduce backup windows and improve recovery speed and reliability
    - Improve use of DR infrastructure
    - Generate higher return on investment
- Base product installation in the jurisdiction's existing environment
- Integrate product with jurisdiction's existing environment
- On-site monitoring and validation of product implementation
- Migrate appropriate systems/data to new environment
- On-site admin training and knowledge transfer

3. Level of Effort – Cost of Services to be Provided

Below are the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

- Project Manager
- Storage Architect
- Storage Engineer/Administrator

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

N. Auto-Redaction – Sample SOW

1. Request for Statement of Work

   A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for a modern solution utilizing state-of-the-art technology to automatically redact without human intervention specific required information from a document or image. Below is a brief description of the tasks to be performed.

2. Scope of Services for Auto-Redaction

   The scope of the project is to assist the jurisdiction with a day forward solution for automated redaction.

   The offeror's technical support team will provide the following services:

   - A day-forward redaction product which must include all imaging and user interface toolkits/capabilities to perform accurate and efficient redactions
   - A detailed plan delineating the Offeror's perspective on the integration of the redaction software into the jurisdictions applications.
   - The plan must include, as a minimum, all steps, testing, training, timelines, resources, and milestones necessary to fully implement the software and its features

3. Level of Effort – Cost of Services to be Provided

   Below are the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

   - Project Manager
   - IT Analyst (Trainer)
   - System Administrator

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sales Force Form

States/Regions	Name of Employee(s) covering State	Title	S.L.E.D Sales 1/1/08-06/30/08
Alabama - AL			
Alaska - AK			
Arizona - AZ			
Arkansas - AR			
California - CA			
Colorado - CO			
Connecticut - CT			
Delaware - DE			
District of Columbia - DC			
Florida - FL			
Georgia - GA			
Hawaii - HI			
Idaho - ID			
Illinois - IL			
Indiana - IN			
Iowa - IA			
Kansas - KS			
Kentucky - KY			
Louisiana - LA			
Maine - ME			
Maryland - MD			
Massachusetts - MA			
Michigan - MI			
Minnesota - MN			
Mississippi - MS			
Missouri - MO			
Montana - MT			
Nebraska - NE			
Nevada - NV			
New Hampshire - NH			
New Jersey - NJ			
New Mexico - NM			
New York - NY			
North Carolina - NC			
North Dakota - ND			
Ohio - OH			
Oklahoma - OK			
Oregon - OR			

Sales Force Form continued

Pennsylvania - PA			
Puerto Rico - PR			
Rhode Island - RI			
South Carolina - SC			
South Dakota - SD			
Tennessee - TN			
Texas - TX			
Utah - UT			
Vermont - VT			
Virgin Island - VI			
Virginia - VA			
Washington - WA			
West Virginia - WV			
Wisconsin - WI			
Wyoming - WY			