



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



**COMPETITIVE SOLICITATION**

**BY FAIRFAX COUNTY**

**FOR**

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

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

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

**GOVERNMENT PURCHASING ALLIANCE**

**RFP#11-205753-10**

## PRE-PROPOSAL CONFERENCE

RFP11-205753-10

An optional pre-proposal conference will be held on March 23, 2011 at 10:30 A.M. at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 120.C, Fairfax, Virginia (located inside the cafeteria). The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

All questions pertaining to this RFP should be submitted in writing to the contract specialist at [dpsmteam1@fairfaxcounty.gov](mailto:dpsmteam1@fairfaxcounty.gov) prior to the pre-proposal conference.



# FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT  
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VIRGINIA

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<b>ISSUE DATE:</b> March 11, 2011	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP11-205753-10	<b>TITLE:</b> Public Safety and Emergency Preparedness Equipment and Related Services
<b>DEPARTMENT:</b> Various	<b>DUE DATE/TIME:</b> April 7, 2011 @ 2:00 P.M.	<b>CONTRACT SPECIALIST:</b> Lonnette Robinson at 703-324-3281 or lonnette.robinson@fairfaxcounty.gov

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

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

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole Proprietor)

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

State Corporation Commission (SCC) Identification No.

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

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

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

WOMEN OWNED LARGE (A)  NON PROFIT (9)

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Secretary

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

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



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## Introduction and Background

### OVERVIEW

#### 1. MASTER AGREEMENT

Fairfax County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Public Safety and Emergency Preparedness Equipment and Related Services (herein "Products and Services"). Offerors responses will be evaluated in two (2) sections: Section A: Public Safety and Emergency Preparedness Equipment and Related Services (herein "general products") and Section B. Automated External Defibrillators (AEDs) Equipment, Accessories, Service, Training and Technology Support (herein "AED's"). The resulting contract may be awarded to a single offeror or multiple offerors. **Note: Some awards may be made for Fairfax County and members of the Metropolitan Washington Council of Government for local usage.** Offerors may submit a response for sections A and/or B.

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

#### 2. OBJECTIVES

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

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

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

##### Section A

General Product Categories:

- A. Personal Protective Equipment (PPE)
- B. Explosive Device Mitigation and Remediation Equipment
- C. Environmental Monitoring
- D. CBRNE Search & Rescue Equipment
- E. Interoperable Communications Equipment
- F. Detection Equipment
- G. Decontamination Equipment
- H. Hazardous Materials Storage
- I. Spill Control and Containment

## Introduction and Background

- J. Physical Security Enhancement Equipment
- K. Fire and Emergency Response
- L. Traffic Safety
- M. Facility Safety and Maintenance
- N. Fall protection and Confined Space
- O. Medical and First aid Supplies
- P. CBRNE Reference Materials
- Q. Related Services
- R. Other Non-listed Public Safety, Law Enforcement and Fire Equipment

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

### Section B

#### Automated External Defibrillators (AEDs)

- A. AED Equipment and Accessories - Technical specifications for AEDs, accessories and related supplies
- B. Service – Site surveys for AED placement; AED maintenance, repair, and replacement; physician oversight; event data collection and report
- C. Training – Certified training for employees, instructor-led or on-line
- D. Technology Support -- Web-based management of equipment, service, and training

Background and technical requirements are specified in ATTACHMENT B hereto.

**SUPPLIER QUALIFICATIONS****U.S. COMMUNITIES****4. U.S. COMMUNITIES**

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

**National Sponsors**

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

**Advisory Board**

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

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

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

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, FL
City and County of Denver, CO	Salem-Keizer School District, OR
State of Georgia	City of San Antonio, TX
Emory University, GA	San Diego Unified School District, CA
Fairfax County, VA	City of Seattle, WA
Harford County Public Schools, MD	Great Valley School District, PA
Hennepin County, MN	
North Carolina State University, NC	

**Participating Public Agencies**

Today more than 44,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.6 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

## **SUPPLIER QUALIFICATIONS**

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

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

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Fairfax County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2010 purchased more than \$138 Million Dollars of products and services from existing U.S. Communities contracts.

### **Marketing Support**

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

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

### **Marketplace**

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

### **Multiple Awards**

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



## SUPPLIER QUALIFICATIONS

### Evaluation of Proposals

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

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the minimum qualifications and offers the best value and most competitive proposals 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. The overall ranking of proposals is based on the following:

#### A. TECHNICAL PROPOSAL

1. Supplier Qualifications, Supplier Worksheet for National Program Consideration (Ref. page 11)
2. Supplier Information (Ref. pages 14-17)
3. Section 7, Technical Proposal Instructions of the Fairfax County Special Provisions (Ref. pages 39-41)

#### B. COST PROPOSAL

1. Provide in ATTACHMENT D the pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria, for each product category in Paragraph 3, Section A, items A-R and Paragraph 3, Section B, items A-D above. Multiple discounts may be provided for each product category.
2. Provide the reference to the standard index or other objective criteria used to determine pricing of each Product category and state why this the most advantageous to Participating Public Agencies.
3. State if the quoted price for each Product category is the most favorable pricing offered by your company to state and local agencies nationwide.
4. Propose a plan to adjust pricing as market conditions change.
5. All pricing proposed must include charges for shipping.
6. Detail pricing for items requiring special shipping, door delivery. Installed inside delivery etc. are items that would require additional charge due to a special circumstance.
7. Section 8, Cost Proposal Instructions of the Fairfax County Special Provisions (Ref. page 41)

## 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 requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

**SUPPLIER QUALIFICATIONS**

a) **Corporate.** Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

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

(v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's 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, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

## SUPPLIER QUALIFICATIONS

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases under the U.S. Communities contract going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices:

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(ii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the RFP or ITB. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

## SUPPLIER QUALIFICATIONS

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

(E) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

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

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

**SUPPLIER QUALIFICATIONS**

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

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

**SUPPLIER QUALIFICATIONS****U.S. Communities Administration Agreement**

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

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

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

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.  
YES\_\_\_\_ NO\_\_\_\_
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?  
YES\_\_\_\_ NO\_\_\_\_
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in over 40 U.S. states?  
YES\_\_\_\_ NO\_\_\_\_
- D. Did your company have sales greater than \$50 million last year in the United States?  
YES\_\_\_\_ NO\_\_\_\_
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic and internet ordering and billing?  
YES\_\_\_\_ NO\_\_\_\_
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?  
YES\_\_\_\_ NO\_\_\_\_
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?  
YES\_\_\_\_ NO\_\_\_\_
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES\_\_\_\_ NO\_\_\_\_
- I. Will your company commit to the following program implementation schedule?  
YES\_\_\_\_ NO\_\_\_\_
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?  
YES\_\_\_\_ NO\_\_\_\_
- K. Does your company agree to not pursue additional national or multi-state cooperative contracts during the contract period?  
YES\_\_\_\_ NO\_\_\_\_

---

Submitted by:

---

(Printed Name)

---

(Signature)

---

(Title)

---

(Date)

**SUPPLIER QUALIFICATIONS**

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



**SUPPLIER QUALIFICATIONS**

<b>New Supplier Implementation Checklist</b>		<b>Target Completion After Award</b>
<b>8. Web Development</b>		
	Initiate IT contact	<b>Two Weeks</b>
	Website construction	<b>Three Weeks</b>
	Website final edit	<b>Four Weeks</b>
	Product upload to U.S. Communities site	<b>Four Weeks</b>
<b>9. Sales Training &amp; Roll Out</b>		
	Regional Manager (RM) briefing - Coordinate with NAM	<b>One Week</b>
NAM	Initial remote WebEx training for all sales - Coordinate with	<b>Two Weeks</b>
	Top 10 metro areas - Coordinate with NAM & RM	<b>Four Weeks</b>
	Initiate contact with Advisory Board (AB) members	<b>Four Weeks</b>
	Training plan for other metros	
<b>10. Marketing</b>		
	General announcement	
	1 Page Summary with Supplier contacts	
	Branding of program	
	Supplier handbook	
	Announcement to AB and Sponsors	
<b>11. Green Initiative</b>		
	Identify Green Products	<b>Two Weeks</b>
	- Certifications	
	- New product identification	
	Identify green expert	
	Green reporting	<b>Six Weeks</b>
	Upload product to U.S. Communities website	<b>Four Weeks</b>
	- Product description	
	- Picture	
	- SKU	
	Green marketing material	<b>Six Weeks</b>
	- Approved by U.S. Communities	
	- Printed/ Images	
	- Articles/ Best Practices/ Supplier internal green practices	
	- Workshops	
	- Green tradeshow	
	- 3rd Party green vendors	

**SUPPLIER INFORMATION**

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

**Company**

1. Total number and location of sales persons employed by your company in the United States;
2. Number and location of distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2008, 2009 and 2010 in the United States; Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2008, 2009, AND 2010</b>			
<b>Segment</b>	<b>2008 Sales</b>	<b>2009 Sales</b>	<b>2010 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b><i>Total Supplier Sales</i></b>			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.
7. Provide three references in ATTACHMENT C that Supplier has provided products or services of similar size and scope as those outlined in this RFP. Include complete contact information, a description of products provided and/or services performed, and total dollar amount of product and/or services performed.

**Distribution**

Describe how your company proposes to distribute the Products nationwide.

1. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

## **SUPPLIER INFORMATION**

2. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
3. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
4. State the company's standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.
5. State restocking fees for products returned after thirty days.

### **Marketing**

1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company proposes to resolve any complaints, issues or challenges.
5. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management.

### **Products**

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.

1. Provide a description of the Products and Services to be provided by the major product category set forth in Attachments A & B of the RFP.
2. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
3. State your fill rate (delivery of product within one day of order) for products, Attachments A & B. If less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
4. Specify guaranteed fill rate by product category specified in Attachments A & B.
5. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?

## **SUPPLIER INFORMATION**

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 public safety and emergency preparedness equipment.

### **Administration**

Describe your company's capacity to employ EDI, telephone, Internet, 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.

1. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
2. Describe the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; Peoplesoft, Lawson, Oracle, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year sine "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.
3. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s).
4. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
5. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
6. 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.

### **Financial Statements**

The Supplier shall include an audited income statement and balance sheet from the most recent reporting period in its proposal.

### **Staffing Plan**

A staffing plan is required which describes the Supplier's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time

**SUPPLIER INFORMATION**

commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project.

**Environmental**

Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.

1. What is your company's environmental strategy?
2. What is your investment in being an environmentally preferable product leader?
3. Do you have any resources dedicated to your environmental strategy? Please describe.
4. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

**Additional Information**

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

**Attachment A**  
**Detailed Specifications for Public Safety Categories**

**PUBLIC SAFETY CATEGORIES**

Product Category Examples (Note: Items A-K is compiled in part from the Office of Domestic Preparedness' Authorized Equipment List and The InterAgency Board's Standardized Equipment List):

**A. Personal Protective Equipment** -Equipment worn to protect the individual from hazardous materials and contamination. Levels of protection vary and are divided into three categories based on the degree of protection afforded. The following constitutes equipment intended for use in a chemical/biological threat environment:

**Level A.** Fully encapsulated, liquid and vapor protective ensemble selected when the highest level of skin, respiratory and eye protection is required. The following constitutes Level A equipment:

- Fully Encapsulated Liquid and Vapor Protection Ensemble, reusable or disposable (tested and certified against CB threats)
- Fully Encapsulated Training Suits - Closed-Circuit Rebreather (minimum 2-hour supply, preferred), or open-circuit Self-Contained Breathing Apparatus (SCBA) or, when appropriate, Air-Line System with 15-minute minimum escape SCBA
- Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits
- Chemical Resistant Gloves, including thermal, as appropriate to hazard
- Personal Cooling System; Vest or Full Suit with support equipment needed for maintaining body core temperature within acceptable limits
- Hardhat/helmet
- Chemical/Biological Protective Undergarment
- Inner Gloves
- Approved Chemical Resistant Tape
- Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- Chemical Resistant Outer Booties

**Level B.** Liquid splash resistant ensemble used with highest level of respiratory protection. The following constitute Level B equipment:

- Liquid Splash Resistant Chemical Clothing, encapsulated or non-encapsulated
- Liquid Splash Resistant Hood
- Closed-Circuit Rebreather (minimum 2-hour supply, preferred), open-circuit SCBA, or when appropriate, Air-Line System with 15-minute minimum escape SCBA
- Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits
- Chemical Resistant Gloves, including thermal, as appropriate to hazard
- Personal Cooling System; Vest or Full Suit with support equipment needed for maintaining body core temperature within acceptable limits
- Hardhat/helmet
- Chemical/Biological Protective Undergarment
- Inner Gloves
- Approved Chemical Resistant Tape
- Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- Chemical Resistant Outer Booties

**Level C.** Liquid splash resistant ensemble, with same level of skin protection of Level B, used when the concentration(s) and type(s) of airborne substances(s) are known and the criteria for using air-purifying respirators are met. The following constitute Level C equipment:

- Liquid Chemical Splash Resistant Clothing (permeable or non-permeable)
- Liquid Chemical Splash Resistant Hood (permeable or non-permeable)
- Tight-fitting, Full Facepiece, Negative Pressure Air Purifying Respirator with the appropriate cartridge(s) or canister(s) and P100 filter(s) for protection against toxic industrial chemicals, particulates, and military specific agents.

**Attachment A**  
**Detailed Specifications for Public Safety Categories**

- Tight-fitting, Full Facepiece, Powered Air Purifying Respirator (PAPR) with chemically resistant hood with appropriate cartridge(s) or canister(s) and high-efficiency filter(s) for protection against toxic industrial chemicals, particulates, and military specific agents.
- Equipment or system batteries will include those that are rechargeable (e.g. NiCad) or non-rechargeable with extended shelf life (e.g. Lithium)
- Chemical Resistant Gloves, including thermal, as appropriate to hazard
- Personal Cooling System; Vest or Full Suit with support equipment
- Hardhat
- Inner Chemical/Biological Resistant Garment
- Inner Gloves
- Chemical Resistant Tape
- Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- Chemical Resistant Outer Booties

**Level D.** Selected when no respiratory protection and minimal skin protection is required, and the atmosphere contains no known hazard and work functions preclude splashes, immersion, or the potential for unexpected inhalation of, or contact with, hazardous levels of any chemicals.

- Escape mask for self-rescue Note: During CBRNE response operations, the incident commander determines the appropriate level of personal protective equipment. As a guide, Levels A, B, and C are applicable for chemical/ biological/ radiological contaminated environments. Personnel entering protective postures must undergo medical monitoring prior to and after entry. ***All SCBAs should meet standards established by the National Institute for Occupational Safety and Health (NIOSH) for occupational use by emergency responders when exposed to Chemical, Biological, Radiological and Nuclear (CBRN) agents in accordance with Special Tests under NIOSH 42 CFR 84.63(c), procedure number RCTCBRN-STP-0002, dated December 14, 2001. ODP anticipates making compliance with NIOSH SCBA CBRN certification a mandatory requirement for all SCBAs purchased under the FY 2004 State Homeland Security Grant Program.***

**B. Explosive Device Mitigation and Remediation-**Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment:

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

**C. Environmental Monitoring**

- Chip measurement systems
- Passive dosimeter badges
- Diffusion tubes
- Detector tube systems

**Attachment A**  
**Detailed Specifications for Public Safety Categories**

- Air sampling pumps
- Gas detection monitors
- Confined space monitors
- Photo-ionization detectors
- Protection against additional unseen hazards – (radiation and noise levels)

**D. CBRNE Search and Rescue Equipment** -Equipment providing a technical search and rescue capability for a CBRNE environment:

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

**E. Interoperable Communications Equipment** -Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. Includes system design, installation, service and maintenance.

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

**F. Detection Equipment** -Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear and explosive agents throughout designated areas or at specific points:

**Chemical**

- M-8 Detection Paper for chemical agent identification
- M-9 Detection Paper (roll) for chemical agent (military grade) detection
- M-256 Detection Kit for Chemical Agent (weapons grade—blister: CX/HD/L; blood: AC/CK; and nerve:GB/VX) detection
- M-256 Training Kit
- M-18 Series Chemical Agent Detector Kit for surface/vapor chemical agent analysis
- Hazard Categorizing (HAZCAT) Kits
- Photo-Ionization Detector (PID)
- Flame Ionization Detector (FID)
- Surface Acoustic Wave Detector
- Gas Chromatograph/Mass Spectrometer (GC/MS)
- Ion Mobility Spectrometry
- Stand-Off Chemical Detector
- M-272 Chemical Agent Water Test Kit
- Colorimetric Tube/Chip Kit specific for TIC s and CBRNE applications



**Attachment A**  
**Detailed Specifications for Public Safety Categories**

- Multi-gas Meter with minimum of O2 and LEL
- Leak Detectors (soap solution, ammonium hydroxide, etc)
- pH Paper/pH Meter
- Waste Water Classifier Kit
- Oxidizing Paper
- Protective cases for sensitive detection equipment storage & transport

**Biological** - Point Detection Systems/Kits (Immunoassay or other technology) **Radiological/Nuclear** Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma)

- Personal Dosimeter
- Scintillation Fluid (radiological) pre-packaged
- Radiation monitors

**G. Decontamination Equipment** -Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination:

**Chemical**

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

**Biological**

- HEPA (High Efficiency Particulate Air) Vacuum for dry decontamination

**H. Hazardous Materials Storage**

- Storage cabinets
- Safety cans

**I. Spill Control and Containment**

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

**J. Physical Security Enhancement Equipment** -Equipment to enhance the physical security of critical infrastructure. Includes system design, installation, service and maintenance.

**Surveillance, Warning, Access/Intrusion Control Ground**

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

**Attachment A**  
**Detailed Specifications for Public Safety Categories**

- Magnetometers
- Vehicle Identification: Visual; Electronic; Acoustic; Laser; Radar

**Explosion Protection**

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

**K. Fire and Emergency Response**

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

**L. Traffic Safety**

- Traffic safety apparel: Class I, II, and III
- Traffic safety tapes (delineator tapes and warning and barricade tapes)
- Traffic control products: cones, delineator posts, flags, triangles, signs and the stands that hold them, paddles, vests for road crews, law enforcement, and emergency response personnel, fences, wind socks, and emergency kits.

**M. Facility Safety and Maintenance**

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

**N. Fall Protection and Confined Space**

- Fall arrest systems
- Worker positioning systems
- Restraint systems
- Suspension systems
- Rescue systems

**Attachment A**  
**Detailed Specifications for Public Safety Categories**

**O. Medical and First Aid Supplies**

- First aid kits: bulk kits, first aid kit refills, professional first aid kits, standard first aid kits, specialty first aid kits, weatherproof first aid kits, and bloodborne pathogen response kits
- Burn care: burn kits, dressings, sprays, and fire blankets
- Medicinals: Antacids, aspirin and nonaspirin pain relief, and cold and sinus medication
- Skin care products: heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, and sunscreen
- Heat-Stress relief - (Fluid replacement drinks and coolers)
- Sudden cardiac arrest response products: Automated external defibrillators, AED trainers, and accessories and replacement parts

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

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

**Q. Related Products and Services**

- Any related public safety and emergency preparedness products and services offered by supplier

**R. All Other Non-listed Public Safety, Law Enforcement and Fire Equipment available through your company**

- Equipment, supplies and materials (such as general Fire Turn -out gear and Law Enforcement Tactical equipment) that Bidder offers but does not appear specifically in the above categories.

**Attachment B**  
**Detailed Specifications for AED Categories**

**PART A – AED EQUIPMENT AND ACCESSORIES**

Technical specifications for AEDs, accessories and related supplies

All AEDs (Automated External Defibrillators) and accessories must meet or exceed the following AED equipment specifications.

- A1 FDA Approved  
Compliant with most recent American Heart Association Guidelines for CPR & ECC.
- A2 Energy Settings
  - a) Biphasic
  - b) Accommodates FDA approved reduced energy use on pediatrics
- A3 User interface
  - a) Prompts the rescuer in use of the AED by voice, graphic display, or audible tone
  - b) Prompts the rescuer in use of CPR by voice, graphic display, or audible tone
  - c) Prompts correct electrode placement by voice, graphic display, or audible tone
- A4 Controls
  - a) All controls are clearly visible, accessible, understandable, and independent of comprehension of written English
  - b) Status indicators are visible with the AED in a bracket or carrying case without turning the AED on or opening the bracket or carrying case
  - c) Controls may be available in languages other than English.
- A5 Indicators
  - a) There are indicators for “rescue-ready” and “needs service” statuses
- A6 Patient Analysis
  - a) Once electrodes are in place, automatically analyzes patient ECG for shockable rhythm
- A7 AED Self-Analysis
  - a) Runs a weekly self-test and alerts the operator if service is required
  - b) Performs a more extensive self-test on a monthly basis
  - c) Tests the capacity of the battery and defibrillator charging system monthly
- A8 Data Storage and Retrieval
  - a) Provides log of self-tests downloadable to an electronic medium
  - b) Permits downloading, review, and printing of event data (patient information) and test log
  - c) Capable of storing continuous patient ECG in internal memory (i.e. without the use of external storage media)
  - d) Stores a minimum of two patient cases in internal memory (i.e. without the use of external storage media)
  - e) Patient case storage will not be affected if power is disconnected from the device
  - f) Allows replay of continuous ECG

**Attachment B**  
**Detailed Specifications for AED Categories**

- A9 Package Offering
- a) AED supplied with two (2) sets of Adult defibrillation electrodes, battery and charging device, carrying case, first responder kit (scissors, CPR pocket mask, razor, non-latex exam gloves, anti-microbial wipe), implementation guidelines, operating instructions, and infant/child reduced energy defibrillation electrodes or applicable reduced energy system for use with infant/child
  - b) AED wall cabinet supplied with audible alarm
- A10 Power Source
- a) Battery replacement cycle will be a minimum of four years from the date of manufacture
  - b) Battery provides a minimum of 30 shocks
  - c) Battery must maintain standby usage during the time period between display of the battery replacement icon and battery replacement
  - d) Alerts operator to low battery condition during use
- A11 Electrodes
- a) Electrode replacement cycle will be a minimum of two years from the date of manufacture
  - b) Electrodes are stored in a protective package that is mounted to the AED to prevent accidental loss or damage
  - c) When placed in the device, the electrode package label indicates how to remove the electrode from the package
  - d) Electrode pack is easy-to-open
- A12 Environmental Criteria
- a) Crush
    - o 500 pounds
  - b) Movement
    - o Has a motion-detection system
    - o Can detect patient movement such as that created by patient breathing, CPR or vehicle movement
  - c) Sealing
    - o AED will meet IEC 60529/EN 60529 IPX4 "Splash Proof" or greater with or without electrodes connected or lid open or closed
  - d) Temperature
    - o Operating temperature range: 32 degrees F to 122 degrees F
    - o Storage temperature range: 0 degrees F to 122 degrees F
  - e) Vibration
    - o Complaint with MIL-STD-810F Method 514.5 and MIL-HDBK-344A
    - o
- A13 Shock Advisory Algorithm
- a) Provides clinically relevant evidence of device algorithm sensitivity with the following specifications:
    - o Overall sensitivity in excess of 90%
    - o Overall specificity in excess of 95%
- A14 Technical Service
- a) AED manufacturer will provide factory-direct technical support, with on-site field service representation
  - b) On-site service will be completed within 24 hours of initiating request
  - c) If advanced service is necessary beyond the on-site call, an exact replacement unit must be provided immediately

**Attachment B**  
**Detailed Specifications for AED Categories**

- A15 Accessories:
- a) The Offeror shall provide AED accessories, parts, and accessories, including but not limited to:
    - o Wall cabinet with audible alarm, consistent with the cabinets currently in use (plain white metal, clear glass front, no signal light)
    - o AED signage compliant with examples provide at the pre-proposal conference
  - b) If the AED cabinet is not compliant with Title II of the Americans with Disabilities Act (ADA), the Offeror will advise a remedy.
- A16 Quality
- a) All goods will be fresh stock
- A17 Delivery
- a) Unless otherwise agreed to, all goods will be delivered within 30 days
- A18 Recalls
- a) The Offeror will immediately notify the Participating Public Agency's Project Manager of any equipment recalls.
  - b) The Offeror will provide a plan to immediately replace all recalled equipment.
- A19 Support
- a) The Offeror will have in-house specialists available to answer equipment questions during the Participating Public Agency's normal business hours.
- A20 Track AEDs
- a) Track AEDs by (1) serial number and (2) the expiration dates of each AED's respective pads and batteries.

**PART B – SERVICE**

Site surveys for AED placement; AED maintenance, repair, and replacement; physician oversight; event data collection and report

- B1 AEDs and Accessories
- a) No substitutions allowed
  - b) The Participating Public Agency may provide AEDs, parts and accessories for day-to-day operation from its own stock
- B2 Operator's Handbook
- a) The Offeror may assist the Participating Public Agency in development of an Operator's Handbook for each site that, at a minimum:
    - o Fully describes the operation of the AED
    - o Provides CPR refresher information
    - o Provides a post-event protocol
    - o Provides Offeror contact name(s) and toll-free 24-hour telephone number(s)
    - o Provides information from the PAD Program physician (Medical Director)
    - o Contains an AED Program Information sheet, a sample of which is attached as Appendix A.

**Attachment B**  
**Detailed Specifications for AED Categories**

- B3 AED Site Assessment Survey - General
- a) The Offeror may abide by all requirements pertaining to visitors on the Participating Public Agency's property; unless specifically granted by site, no special access is conferred upon the Offeror.
- B4 AED Site Assessment Survey - New Sites
- a) The Offeror may perform an AED site assessment prior to installation of an AED at any site.
  - b) The Offeror may :
    - o Meet with staff at each site designated to receive an AED to survey the site and to learn any physical or operational conditions which may impact placement of an AED.
    - o Discuss with site staff the most suitable location to mount the AED(s) to meet the need for an easily accessible area and highly visible location.
    - o Conduct a timed response drill to ensure meeting the current American Heart Association recommended response time.
    - o Recommend the appropriate style of cabinet (i.e. surface mount, semi-recessed or fully recessed) for that location.
    - o Provide the Participating Public Agency's Project Manager with a written site assessment with recommendations for number and placement of (1) AEDs and (2) directional signs within 10 days of completion of site assessment.
- B5 AED Site Assessment Survey - Existing Sites
- a) As part of the Annual Inspection, the Offeror may conduct a brief site assessment to insure that (1) the AED is installed in the optimum location for visibility and accessibility, (2) the response time is within the American Heart Association guidelines, and (3) the installation is in compliance with Title II of the Americans with Disabilities Act (ADA).
  - b) The Offeror may provide the Participating Public Agency with a site assessment status report when the annual inspection report for that site is completed.
- B6 Installation of AEDs and Cabinets
- a) Installation of AEDs and cabinets may occur after the Participating Public Agency's Project Manager reviews and accepts the site assessment in writing.
  - b) The Offeror may coordinate installations with the Participating Public Agency's Project Manager and site staff.
  - c) AED cabinets and AEDs and parts and accessories may be supplied from the Participating Public Agency's stock.
  - d) AED cabinets may be mounted based on NFPA guidelines used for Fire Extinguishers: the forward reach range is 48" from floor to top of AED for an unobstructed approach. The maximum side reach approach for AED is 54". This height is to the handle of the AED, NOT the top of the cabinet.
  - e) When the optimal location for an AED cabinet is not compliant with Title II of the Americans with Disabilities Act (ADA), the Offeror will install remediation at the time of cabinet installation.
  - f) The Offeror may place the toll-free 24-hour telephone number(s) on the front of the AED cabinet and on the AED, with instructions to call if the AED is used.
  - g) The Offeror may place a projecting wall sign above the AED cabinet and other directional signs as required. Signs may be supplied from the Participating Public Agency's stock.
  - h) The Offeror may place a "PAD Program – AED Inside" sticker on the outside of the public access door(s) of the site. Stickers may be supplied from the Participating Public Agency's stock.

**Attachment B**  
**Detailed Specifications for AED Categories**

- i) The Offeror may obtain a signed installation receipt from site staff, indicating the following have been delivered and installed:
  - o AED(s)
  - o Sign(s) and door sticker(s)
  - o Set of two alarm keys per wall box
  - o One Operator's Handbook per site
  - o The Offeror may provide a copy of the signed installation receipt to the Participating Public Agency's Project Manager.

**B7 Identification**

- a) Offeror employees/representatives are required to photo identification badges worn clearly visible above the waist at all times while work is being performed at the Participating Public Agency's facilities. Offeror employees/representatives who arrive at the Participating Public Agency's facility without appropriate identification badges may immediately be dismissed from the job site.
- b) Offeror employees/representatives may report to the appropriate administrative office each time a site is visited. All Offeror employees/representatives may submit to "Criminal History" background checks prior to performing work under this contract, and at any time deemed necessary the Participating Public Agency.

**B8 Use of Premises**

- a) On or about the premises and adjacent areas, the Offeror may cause all apparatus, materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and the directions of the Participating Public Agency's Representative, and may not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus. The work site may be kept in such orderly fashion as may not duly interfere with the progress of the work or the work of any other Offeror.
- b) Offeror personnel may be required to observe all rules and regulations prescribed by the Participating Public Agency. Tool control and accountability by the Offeror is of importance for security reasons.
- c) The Offeror may be responsible for repairing or replacing any work damaged by their operations within 10 days after notification by the Participating Public Agency's Representative that damage has occurred.
- d) It may be the responsibility of the Offeror to report, in writing, to the Participating Public Agency's Representative any damages found prior to any work at the site.

**B9 Protection of Work and Property**

- a) The Offeror may at all times safely guard the Participating Public Agency's property from injury or losses in connection with this Contract.
- b) The Offeror may at all times safely guard and protect their work and that of adjacent property (as provided by law and the contract documents) from damage.
- c) The Offeror may replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract documents or by the Participating Public Agency or by its duly authorized representatives.

**B10 All Work Subject To Control of Participating Public Agency's Project Manager**

- a) In the performance of the work, the Offeror may abide by all orders, directions and requirements of the Participating Public Agency's Project Manager and may perform all work to the satisfaction of the Participating Public Agency's Project Manager and at such times and places, by such methods and in such manner and sequence as the Participating Public Agency's Project Manager may require.



**Attachment B**  
**Detailed Specifications for AED Categories**

- b) The Participating Public Agency's Project Manager may determine the amount, quality, acceptability and fitness of all parts of the work, may interpret the plans, specifications, Contract Documents, and any extra work orders and may decide all other questions in connection with the work.
  - c) The Offeror may employ no plans, equipment, materials, methods or persons to which the Participating Public Agency's Project Manager objects and may remove no plant, materials, equipment or other facilities from the site of the work without the Participating Public Agency's Project Manager's permission.
  - d) The Participating Public Agency's Project Manager may confirm in writing, any oral order, direction, requirement or determination.
- B11 Participating Public Agency's Project Manager's Control Not Limited
- a) The Participating Public Agency's Project Manager may control the work under the contract.
  - b) The successful bidder may perform all the work to the complete satisfaction of the Participating Public Agency's Project Manager.
- B12 Workmanship
- a) Only first-class work may be performed and all materials furnished in carrying out this contract may be of character and quality required by the specifications.
  - b) Where no standard is specified, for such work or materials, they may be the best of their respective kinds.
  - c) Any unsatisfactory work done or materials furnished at whatever time they may be discovered may be immediately removed and satisfactorily replaced by the Offeror when notified to do so by the Participating Public Agency's Project Manager.
  - d) If the Offeror may neglect or refuse to remove such unsatisfactory work or materials within 48 hours after the receipt of the above mentioned notice, or if they may not make satisfactory progress in doing so, the Participating Public Agency's Project Manager may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof may be charged to the Offeror. Such expense may be deducted from any monies due or to become due the Offeror under the contract.
  - e) Upon completion of the contract the entire work may be delivered to the Participating Public Agency perfect and complete in satisfactory working condition.
- B13 Cleaning Up
- a) The Offeror may at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish.
  - b) At the completion of the work, the Offeror may cause to be removed from and about the premises and adjacent areas, all rubbish, tools used for work and surplus materials.
  - c) In case of a dispute, the Participating Public Agency may remove rubbish or otherwise clean up, and may charge the Offeror either by deduction from amounts unpaid to the Offeror, or by other means with such cost as the Participating Public Agency's Project Manager may determine to be fair and equitable.
- B14 Inspection
- a) All work and materials may be subject to a final inspection by an authorized representative of the Participating Public Agency.
  - b) Any omission or failure on the part of the Participating Public Agency Representative to disapprove or reject inferior or defective work or materials may not be construed to be an acceptance of any such work or material.

**Attachment B**  
**Detailed Specifications for AED Categories**

- c) If any defective work or material is found during inspection, the Offeror may remove or repair, at its own expense, such defective work or material rejected and may rebuild and/or replace same without extra charge.
- d) If the contract documents, the Participating Public Agency's or its agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, the Offeror may give the Participating Public Agency or its agent timely notice of its readiness for inspection by the proper authorities. If any such work may be covered up without approval or consent, it may, if required by the Participating Public Agency or its agent or other proper authorities, be uncovered for examination at Offeror's expense.

**B15 Warranty**

- a) All work provided under this contract may have, as a minimum, a one year warranty from the date of final acceptance thereof and all materials may carry the full manufacturer's warranty against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud.
- b) Offeror may submit documentation indicating the manufacturers' warranty on all materials provided if different than one year indicated above.

**B16 Reports**

- a) Offeror may notify the Participating Public Agency with a written statement within 10 days of installation completion.

**B17 Maintenance**

- a) The Offeror may propose a plan for maintenance, inspection, repair and replacement of all AEDs and parts and accessories, using parts and accessories from the Participating Public Agency's stock. The Offeror may propose a plan to update all AEDs to the most recent American Heart Association Guidelines for CPR & ECC.

**B18 Recalls**

- a) The Offeror may propose a plan for the management of recalled equipment, using AEDs and parts and accessories from the Participating Public Agency's stock.

**B19 Support**

- a) The Offeror may have in-house specialists available to answer equipment questions during the Participating Public Agency's normal business hours.

**B20 Tracking**

- a) The Offeror may have in-house capability to track AEDs by serial number and location and to track the expiration dates of each AEDs' respective pads and batteries; the Participating Public Agency may provide the Offeror with current baseline information, if required.
- b) The Offeror may provide the Participating Public Agency's Project Manager with a schedule of pad and battery replacement for AEDs by serial number and location, if requested; the Participating Public Agency may provide the Offeror with current baseline information, if required.

**Attachment B**  
**Detailed Specifications for AED Categories**

- B21 Maintenance
- a) The Offeror may provide maintenance, if required, for the Participating Public Agency's equipment.
  - b) The Offeror may ensure that the AEDs and related equipment and accessories are always in proper working order and available for immediate use.
  - c) The Offeror may train specified employees/volunteers to conduct required maintenance on the AED(s), if requested.
- B22 Inspection
- a) The Offeror may conduct an on-site annual inspection of individual AEDs. The Offeror may (1) maintain a database with report capabilities of on-site annual inspections, indicating when and where inspections were conducted and by whom and (2) provide periodic status reports as requested.
  - b) The Offeror may provide an AED Program Information sheet handout to each site during annual inspections.
- B23 Service Calls
- a) The Offeror may provide on-site service to an AED within one business day at any location, if requested.
  - b) The Offeror may come on-site within 24-hours to any facility that has faulty, damaged, inoperative or missing equipment and replace the inoperable AED, if requested. The Participating Public Agency may provide AEDs and parts and accessories from its stock.
  - c) The Offeror may maintain an "800" or local phone number, with 24/7 coverage, to provide service on any AED.
  - d) The Offeror may (1) maintain a database with report capabilities of repairs, indicating when and where repairs were made and by whom and (2) provide periodic status reports as requested.
- B24 Replacement of Pads and Batteries
- a) The Offeror may come on-site and replace AED batteries and pads prior to their expiration dates, if required. The Participating Public Agency may provide AEDs and parts and accessories from its stock.
- B25 Coordination with Participating Public Agency's Project Manager
- a) The Offeror may keep the Participating Public Agency's Project Manager informed of anticipated needs for AEDs and parts and accessories so that the Participating Public Agency's Project Manager may obtain AEDs and parts and accessories without causing service interruption.
  - b) The Offeror may coordinate with the Participating Public Agency's Project Manager the schedule of annual inspections and service calls.
- B26 Physician Oversight – Medical Direction
- a) The Offeror may provide oversight by a licensed physician or medical authority to ensure a safe and effective AED program.
  - b) The Offeror may have in-house specialists available to answer general medical questions related to the use of the AED during the Participating Public Agency's normal business hours.
  - c) The Offeror may propose a plan to for the physician to provide (1) overall PAD Program quality assurance, (2) suggestions for overall PAD Program improvement, (3) post-event medical reporting, and (4) immediate recommendations for program improvement based on event response.
  - d) All program policy recommendations and post-event reports will be HIPAA compliant.

**Attachment B**  
**Detailed Specifications for AED Categories**

**B27 Physician's Duties**

- a) The physician may act as the PAD Program Medical Director.
- b) The physician's duties include, but are not limited to:
  - Provide the prescription for use of the AED, as required by law.
  - Review all AED events and provide the Participating Public Agency's Project Manager a written report of each event within 10 business days of notification; the written report may include, at a minimum, (1) a plain language report of the medical event and (2) review of adherence to protocol.
  - Provide an annual report summarizing the previous year's activity, to include (1) HIPPA compliance, (2) quality assurance and suggestions for future improvement from the medical perspective, (3) summary of AED events, and (4) all physician activity related to the PAD Program.
  - Provide medical information for the Operator's Handbook.
  - Provide medical leadership and expertise for the PAD Program.
  - Work directly with the Participating Public Agency's Project Manager and with local EMS or other Participating Public Agency departments in an advisory capacity and as part of a team, if necessary.
  - Provide medical expertise to assist PAD Program planning and development, if required.
  - Act as a spokesperson regarding medical issues for the PAD Program, if necessary.
  - Review the Participating Public Agency defibrillation training program, as needed.
  - Assist with policy and protocol development, as needed.

**B28 AED Event Data Collection and Report Management**

- a) All data collection and transmission and post-event reports will be HIPAA compliant.
- b) Within 24 hours of notification of an AED event, the Offeror may:
  - Come on-site to download cardiac rhythm data.
  - Come on-site to replace expended parts and accessories with parts and accessories from the Participating Public Agency's stock.
  - Submit data timely to the PAD Program physician (Medical Director) for the post-event written report; submit data timely to other designated appropriate parties.

**PART C – TRAINING**

Certified training for employees, instructor-led or on-line

**C1 Training**

- a) The Offeror may:
  - Offer American Heart Association Heartsaver Series (Adult CPR, AED) or equivalent American Red Cross or National Safety Council Course.
  - Offer traditional, instructor-led classroom instruction and/or on-line training or a combination of the two.
  - Provide authorized/approved manuals and appropriate written materials for all participants.
  - Provide cards or certificates of completion for all participants who complete the course satisfactorily.
  - NOT accept late arrivals (participants arriving 20 minutes or later after the start of class) into class.
  - Decontaminate all training equipment according to standards set by the Centers for Disease Control.

**Attachment B**  
**Detailed Specifications for AED Categories**

- Specify the (1) employee to instructor ratio, (2) employee to training mannequin, and (3) employee to AED trainer ratio.
- C2 Scheduling
- a) The Participating Public Agency's Project Manager may determine the number and location of classes to be taught.
  - b) At no additional charge to the Participating Public Agency, the Offeror may:
    - Conduct training only at a Participating Public Agency site.
    - Provide classes in various locations.
    - Provide evening and weekend classes, if requested.
    - Accept notice of course cancellations at least 48 hours in advance of class.
    - Cancel or reschedule classes with little advance notice in accordance with existing policies regarding cancellations and late openings or liberal or administrative leave.
- C3 Registration
- a) The Offeror may have the ability (1) to offer advance registration and (2) to know the confirmed number of participants 48 hours prior to each class.
  - b) The Offeror may have in-house capability to track (1) classes, (2) student registration, and (3) individual student training expiration dates.
- C4 Instructor Certification and Identification
- a) All instructors may be currently certified for the American Heart Association, American Red Cross or National Safety Council classes/training which they instruct.
  - b) All instructors may display an identification badge containing both company's and instructor's name.
- C5 Equipment and Materials to Be Provided By Offeror
- a) The Offeror may provide all materials and supplies to fulfill each course requirement.
  - b) The Offeror may supply each employee with manual, examination and certification card upon completion of each course.
  - c) The Offeror may distribute an AED Program Information sheet handout to each employee attending training.
- C6 Coordination with Participating Public Agency's Project Manager
- a) The Offeror may (1) coordinate class schedules with the Participating Public Agency's Project Manager; (2) maintain class rosters and individual certification records, and (3) provide the Participating Public Agency's Project Manager with periodic reports of training activity.
  - b) The Offeror may be required to assist the Participating Public Agency's Project Manager in publicizing class schedules.
- C7 Support
- a) The Offeror may have in-house specialists available to answer training questions during normal business hours.

**Attachment B**  
**Detailed Specifications for AED Categories**

**PART D -- TECHNOLOGY SUPPORT**

Web-based management of equipment, service, and training

- D1 Users
  - a) Permit multiple users, including on-site users.
  - b) Assign and track on-site users by department and site location.
  
- D3 Access
  - a) Provide unlimited, 24-hour a day access to all approved system users.
  
- D4 Input user reports
  - a) Accept monthly inspection reports
  - b) Accept annual inspection reports
  
- D5 Data back-up
  - a) Deliver quarterly data back-up to the Participating Public Agency's Project Manager in database format, electronically on CD.
  
- D6 Reporting
  - a) Offer unlimited report data management capabilities.
  
- D7 Track AEDs
  - a) Track AEDs by (1) serial number, (2) location, and (3) the expiration dates of each AEDs respective pads and batteries.
  
- D8 Training
  - a) Provide on-line advance training registration.
  - b) Produce class rosters.
  - c) Track training by (1) class, (2) date, (3) location, and (4) department.
  
- D9 Emails
  - a) Send auto-email messages including, but not limited to:
    - o Monthly inspection reminders
    - o Monthly inspection non-compliance notices
    - o Annual inspection reminders Annual inspection completion
    - o Class reminder Class completion
    - o Class cancellation Service requests
    - o Pads and battery expiration

**Attachment C**  
**References**

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

**Reference 1**

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

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

Description of products or services provided:

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

**Reference 2**

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

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

Description of products or services provided:

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

**Reference 3**

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

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

Description of products or services provided:

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

**Attachment D**  
**Pricing Sheet**

INSTRUCTIONS:							
For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solution offered.							
	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria*	*State Other Verifiable Criteria if used
<b>Section A Product Categories:</b>							
A. Personal Protective Equipment (PPE)							
B. Explosive Device Mitigation and Remediation Equipment							
C. Environmental Monitoring							
D. CBRNE Search & Rescue Equipment							
E. Interoperable Communications Equipment							
F. Detection Equipment							
G. Decontamination Equipment							
H. Hazardous Materials Storage							
I. Spill Control and Containment							
J. Physical Security Enhancement Equipment							
K. Fire and Emergency Response							
L. Traffic Safety							
M. Facility Safety and Maintenance							
N. Fall Protection and Confined Space							
O. Medical and First Aid Supplies							
P. CBRNE Reference Materials							
Q. Related Services	Provide separate sheet for Related Services as indicated in Instructions.						
R. Other Non-listed Public Safety, Law Enforcement and Fire Equipment							
<b>Section B Product Categories:</b>							
A. AED Equipment and Accessories							
B. AED Service	Provide separate sheet for AED Service as indicated in Instructions.						
C. AED Training	Provide separate sheet for AED Training as indicated in Instructions.						
D. AED Technology Support	Provide separate sheet for AED Technology Support as indicated in Instructions.						
Supplier Name: _____							
Supplier Signature: _____							



**FAIRFAX COUNTY SPECIAL PROVISIONS****1. PRE-PROPOSAL CONFERENCE:**

- 1.1. An optional pre-proposal conference will be held on March 23, 2011 at 10:30 A.M. in the Fairfax County Government Center, Conference Center Room , 12000 Government Center Parkway, Room 120.C, Fairfax, Virginia (located inside cafeteria). 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.
- 1.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to [lonnette.robinson@fairfaxcounty.gov](mailto:lonnette.robinson@fairfaxcounty.gov).

**2. CONTRACT PERIOD AND RENEWAL:**

- 2.1. This contract will begin on October 1, 2011, or date of award, whichever is later, and terminate on September 30, 2014.
- 2.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The initial term of this contract is for a three (3) year period. The County reserves the right to renew the contract for four (4) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.
- 2.3. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

**3. SUBMISSION OF PROPOSAL:**

- 3.1. One (1) original (duly marked) and ten (10) copies of the Technical proposal, and one (1) original (duly marked) and ten (10) copies of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. It is requested that eleven (11) 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. 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

**FAIRFAX COUNTY SPECIAL PROVISIONS**

- 3.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/dpsm/solic/htm](http://www.fairfaxcounty.gov/dpsm/solic/htm).

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

- 3.3. Each original and set of the ten (10) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32)
  - b. Technical proposal as required in the Special Provisions, paragraph 7, **TECHNICAL PROPOSAL INSTRUCTIONS**.
  - c. Cost proposal as required in the Special Provisions paragraph 8, **COST PROPOSAL INSTRUCTIONS**. (Appendix B should be included in the Cost proposal).
- 3.4. 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.

**4. REQUEST FOR PROPOSAL SCHEDULE:**

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

<b>Date</b>	<b>Event</b>	<b>Time</b>
March 11, 2011	RFP Released	N/A
March 23, 2011	Pre-Proposal Conference	10:30 a.m.
April 7, 2011	Proposals are due	2:00 p.m.
April 18-20, 2011	Evaluate and Rank Proposals	N/A
April 27, 2011	Potential Interview of Companies with Most Competitive Proposals	10:00 a.m.
June 1, 2011	Award Contract to the highest ranked Offeror	N/A

**5. PRICING:**

- 5.1. 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.

**FAIRFAX COUNTY SPECIAL PROVISIONS**

- 5.2. 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.).
- 5.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix C)
- 5.4. For Section A, Public Safety and Emergency Preparedness Equipment and Section B, AEDs and Accessories; 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.

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

- 6.1. 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.
- 6.2. 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.

**7. 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.

- 7.1.
  - 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.

**FAIRFAX COUNTY SPECIAL PROVISIONS**

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.

## 7.2. 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.

## 7.3. 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.

## 7.4. 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.

## 7.5. Supplier Qualifications, Supplier Worksheet for National Program Consideration (Ref. page 11)

## 7.6. Supplier Information (Ref. pages 14-17)

**FAIRFAX COUNTY SPECIAL PROVISIONS**

- 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.
- 7.7. 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.

**8. COST PROPOSAL INSTRUCTIONS:**

- 8.1. 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 differs.
- b. 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.

**9. CONTACT FOR CONTRACTUAL MATTERS:**

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

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

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

**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.

**FAIRFAX COUNTY SPECIAL PROVISIONS****11. LATE PROPOSALS:**

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

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

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

**13. BASIS FOR AWARD:**

- 13.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 13.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 13.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 13.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s).
- 13.5. 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 Public Safety & Emergency Preparedness Equipment and Related Services on a nationwide and local basis in a timely manner.
- B. Depth of Response to TECHNICAL PROPOSAL (Ref. Page 5, Evaluation of Proposals, Section A and pages 39-41 of the Special Provisions, paragraph 7).
- C. Depth of Response to COST PROPOSAL (Ref. Page 5, Evaluation of Proposals, Section B and page 41 of the Special Provisions, paragraph 8).
- D. Depth of Response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (Paragraph 5).

**FAIRFAX COUNTY SPECIAL PROVISIONS**

- 13.6. 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.
- 13.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 13.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 13.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 13.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 13.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

**14. INSURANCE:**

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

**FAIRFAX COUNTY SPECIAL PROVISIONS**

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

**15. METHOD OF ORDERING:**

- 15.1. The County may use 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.



**FAIRFAX COUNTY SPECIAL PROVISIONS**

- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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 a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 15.6. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 15.7. 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.

**16. REPORTS AND INVOICING:**

- 16.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 16.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- a. Employee name;
  - b. The name of the County department;
  - c. Date of services
  - d. The type of services; and,
  - e. The itemized cost for each item/service.
- 16.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

**FAIRFAX COUNTY SPECIAL PROVISIONS****17. PAYMENTS:**

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

**18. CHANGES:**

- 18.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 18.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

**19. DELAYS AND SUSPENSIONS:**

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

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

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

**FAIRFAX COUNTY SPECIAL PROVISIONS****21. PROJECT AUDITS:**

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

**22. DATA SOURCES:**

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

**23. SAFEGUARDS OF INFORMATION:**

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

**FAIRFAX COUNTY SPECIAL PROVISIONS**

**24. ORDER OF PRECEDENCE:**

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

**25. SUBCONTRACTING:**

- 25.1. 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.dmbes.state.va.us>; local chambers of commerce and other business organizations.
- 25.2. 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.

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

- 26.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 26.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 26.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 26.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 26.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

**FAIRFAX COUNTY SPECIAL PROVISIONS****27. NEWS RELEASE BY VENDORS:**

- 27.1. 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.

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

- 28.1. 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.
- 28.2. 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.

**29. HIPAA COMPLIANCE:**

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

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

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

**Appendix A****MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

**Appendix A**

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

**Appendix B****ADMINISTRATION AGREEMENT ADDENDUM**

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

**RECITALS**

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

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

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

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

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

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

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

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

**ARTICLE I****GENERAL TERMS AND CONDITIONS**

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

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and



**Appendix B****ADMINISTRATION AGREEMENT ADDENDUM**

indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

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

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

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

**ARTICLE II****TERM OF AGREEMENT**

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

**ARTICLE III****REPRESENTATIONS AND COVENANTS**

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

3.2 U.S. Communities' Representations and Covenants.

## Appendix B

### ADMINISTRATION AGREEMENT ADDENDUM

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

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

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

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

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier’s primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

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

(v) Supplier shall demonstrate in its request for proposal (“RFP”) or invitation to bid (“ITB”) response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

**Appendix B****ADMINISTRATION AGREEMENT ADDENDUM**

(vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's 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, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases under the U.S. Communities contract going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices:

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

**Appendix B****ADMINISTRATION AGREEMENT ADDENDUM**

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(ii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iii) **Supplier's Options in Responding to a Third Party RFP or ITB.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the RFP or ITB. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

(E) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement

**Appendix B****ADMINISTRATION AGREEMENT ADDENDUM**

as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

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

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

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

**Appendix B****ADMINISTRATION AGREEMENT ADDENDUM**

(v) **Electronic Registration.** Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) **Supplier's Performance Review.** Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

3.4 **Breach of Supplier's Representations, Warranties and Covenants.** The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of this Agreement.

**ARTICLE IV****PRICING AUDITS**

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

**ARTICLE V****FEES & REPORTING**

5.1 **Administrative Fees.** Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first \$340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (individually and collectively, "**Administrative Fees**"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by check or wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month.

**Appendix B****ADMINISTRATION AGREEMENT ADDENDUM**

5.2 **Sales Reports.** Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

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

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

5.3 **Exception Reporting/Sales Reports Audits.** U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities’ reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities’ trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to [reporting@uscommunities.org](mailto:reporting@uscommunities.org). If Supplier does not resolve the discrepancy to U.S. Communities’ reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier’s reports and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

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

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

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

- (i) Agency Sales by Population/Enrollment Report

**Appendix B****ADMINISTRATION AGREEMENT ADDENDUM**

- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

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

**ARTICLE VI****MISCELLANEOUS**

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

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

6.3 Assignment.

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

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

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

U.S. Communities:

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



**Appendix B**

**ADMINISTRATION AGREEMENT ADDENDUM**

Lead Public Agency: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

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

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

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

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

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

**Appendix B****ADMINISTRATION AGREEMENT ADDENDUM**

discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

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

**Appendix B**

**ADMINISTRATION AGREEMENT ADDENDUM**

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

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

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

Appendix B

ADMINISTRATION AGREEMENT ADDENDUM

AFFILIATE PROGRAMS

U.S. Communities recently established Canadian Communities, an affiliate program in Canada which offers certain qualified contract awards. U.S. Communities shall continue to explore other practical international opportunities based upon the capacity of its contract suppliers to efficiently serve Public Agencies internationally.

Understanding that Supplier may not have the capacity or desire to participate in Canadian Communities or other affiliate programs, U.S. Communities offers these opportunities on a voluntary basis to Supplier.

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 in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, 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 or other international opportunities.

SUPPLIER:

\_\_\_\_\_,  
a \_\_\_\_\_

By \_\_\_\_\_

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

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

**CANADIAN COMMUNITIES**  
**SUPPLIER INFORMATION**

If you checked that Supplier wishes to participate in Canadian Communities on the Administration Agreement Addendum, Affiliate Programs, provide the following additional information.

**Company**

1. Total number and location of sales persons employed by your company in Canada;
2. Number and location of distribution outlets in Canada (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales in Canada for 2008, 2009, and 2010.

**Pricing**

Provide a separate pricing file of products offered in Canada utilizing appropriate units of measure offered by Supplier.

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

EXHIBIT B

SALES REPORT FORMAT

Exhibit B - US (Data Format)												
Sales Report Template												
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Month	Amount
956000735	144	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1525.50
956000222	144	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2008	4	1603.64
956000735	144	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1625.05
956000735	144	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	45090.79
066002010	144	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2008	4	318.00
066001854	144	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2008	4	212.00

  

SALES REPORT DATA FORMAT				
Column Name	Data Type	Length	Example	Comment
TIN	Text	9	956000735, 066001854	No Dash, Do not omit leading zero.
Supplier ID	Number	3	111, 110, 116	See Supplier ID Table Below
Account No.	Text	25 max	Depends on supplier account no.	
Agency Name	Text	255 max	City of Groton, Los Angeles County	
Dept Name	Text	255 max	Purchasing Dept, Finance Dept	
Address	Text	255 max		
City	Text	255 max	Pittsburgh, Los Angeles	Must be a valid City name
State	Text	2	PA, CA, IL	
Zip	Text	5	90071, 06340	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Number	2	20, 30, 31	See Agency Type Table Below
Year	Number	4	2005	
Month	Number	1	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12	
Amount	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

  

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other
99	Unknown

# COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

### **2. DEFINITIONS-**

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

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

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

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

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

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

**COUNTY:** County of Fairfax.

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

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

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

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

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

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

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

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



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

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

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

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

**STATE:** Commonwealth of Virginia.

#### **CONDITIONS OF BIDDING**

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

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

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

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

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

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

**General Conditions and Instructions to Bidders**

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

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

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

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

### **SPECIFICATIONS**

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

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

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

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

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

### **AWARD**

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

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

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

**General Conditions and Instructions to Bidders**

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

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

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

**27. PROMPT PAYMENT DISCOUNT-**

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

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

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

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

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

**CONTRACT PROVISIONS**

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

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

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

**General Conditions and Instructions to Bidders**

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

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

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

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

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

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

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

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

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

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

**41. SMALL AND MINORITY BUSINESS UTILIZATION**

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

**General Conditions and Instructions to Bidders**

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

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

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

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

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

**DELIVERY PROVISIONS**

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

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

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

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

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

**General Conditions and Instructions to Bidders**

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

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

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

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

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

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

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

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

**BILLING**

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

**PAYMENTS**

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

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

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

**GENERAL**

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

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

**General Conditions and Instructions to Bidders**

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

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

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

**64. OFFICIALS NOT TO BENEFIT-**

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

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

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

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

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



**General Conditions and Instructions to Bidders**

**BIDDER/CONTRACTOR REMEDIES**

**69. INELIGIBILITY-**

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

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

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

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

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

**General Conditions and Instructions to Bidders**

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

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

**73. CONTRACTUAL DISPUTES-**

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

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

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

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

**General Conditions and Instructions to Bidders**

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

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

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

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

**APPROVED:**

/S/ David P. Bobzien  
COUNTY ATTORNEY

/S/ Cathy A. Muse  
COUNTY PURCHASING AGENT

**OFFEROR DATA SHEET**

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

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

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

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

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

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

Payment Address, if different from above:

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



**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**

### **DEFINITIONS**

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

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

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

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



3228

**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-**

**SUBCONTRACTOR (S) NOTIFICATION FORM**

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

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

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

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 25, Special Provisions). Please complete this form and return it with your submission.

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

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

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



**State Notice Addendum**

RFP11-205753-10

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

**Nationwide:**

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

**Other states:**

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

<b>Registered Cities, Towns, Villages and Boroughs in OR</b>	
1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY
32	CITY OF GATES
33	CITY OF GEARHART

**State Notice Addendum**

<b>Registered Cities, Towns, Villages and Boroughs in OR</b>	
34	CITY OF GERVAIS
35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRANTS PASS
38	CITY OF GRESHAM
39	CITY OF HALSEY
40	CITY OF HAPPY VALLEY
41	CITY OF HILLSBORO
42	CITY OF HOOD RIVER
43	CITY OF JOHN DAY
44	CITY OF KLAMATH FALLS
45	CITY OF LA GRANDE
46	CITY OF LAKE OSWEGO
47	CITY OF LAKESIDE
48	CITY OF LEBANON
49	CITY OF LINCOLN CITY
50	CITY OF MALIN
51	CITY OF MCMINNVILLE
52	CITY OF MEDFORD
53	CITY OF MILL CITY
54	CITY OF MILLERSBURG
55	CITY OF MILWAUKIE
56	City of Monmouth
57	CITY OF MORO
58	CITY OF MOSIER
59	CITY OF NEWBERG
60	CITY OF NORTH PLAINS
61	CITY OF OREGON CITY
62	CITY OF PHOENIX
63	CITY OF PILOT ROCK
64	CITY OF PORT ORFORD
65	CITY OF PORTLAND
66	CITY OF POWERS
67	CITY OF PRAIRIE CITY
68	CITY OF REDMOND
69	CITY OF REEDSPORT
70	CITY OF RIDDLE
71	CITY OF SALEM
72	CITY OF SANDY
73	CITY OF SANDY
74	CITY OF SCAPPOOSE
75	CITY OF SEASIDE
76	CITY OF SHADY COVE
77	CITY OF SHERWOOD
78	CITY OF SILVERTON
79	CITY OF SPRINGFIELD
80	CITY OF ST. PAUL

**State Notice Addendum**

<b>Registered Cities, Towns, Villages and Boroughs in OR</b>	
81	CITY OF STAYTON
82	CITY OF TIGARD, OREGON
83	City of Troutdale
84	CITY OF TUALATIN, OREGON
85	CITY OF WARRENTON
86	CITY OF WEST LINN/PARKS
87	CITY OF WILSONVILLE
88	CITY OF WINSTON
89	CITY OF WOOD VILLAGE
90	CITY OF WOODBURN
91	CITY OF YACHATS
92	FLORENCE AREA CHAMBER OF COMMERCE
93	GASTON RURAL FIRE DEPARTMENT
94	GLADSTONE POLICE DEPARTMENT
95	Hermiston Fire & Emergency Svcs
96	HOUSING AUTHORITY OF THE CITY OF SALEM
97	KEIZER POLICE DEPARTMENT
98	LEAGUE OF OREGON CITIES
99	MALIN COMMUNITY PARK AND RECREATION DISTRICT
100	METRO
101	MONMOUTH - INDEPENDENCE NETWORK
102	North Lincoln Fire & Rescue #1
103	PORTLAND DEVELOPMENT COMMISSION
104	RAINIER POLICE DEPARTMENT
105	RIVERGROVE WATER DISTRICT
106	St. Helens, City of
107	SUNSET EMPIRE PARK AND RECREATION
108	THE CITY OF NEWPORT
109	THE NEWPORT PARK AND RECREATION CENTER
110	TILLAMOOK PEOPLES UTILITY DISTRICT
111	Tillamook Urban Renewal Agency
112	TUALATIN VALLEY FIRE & RESCUE
113	WEST VALLEY HOUSING AUTHORITY

<b>Registered Counties and Parishes in OR</b>	
1	ASSOCIATION OF OREGON COUNTIES
2	BAY AREA HOSPITAL DISTRICT
3	BENTON COUNTY
4	Benton Soil & Water Conservation District
5	CENTRAL OREGON IRRIGATION DISTRICT
6	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
7	CLATSOP COUNTY
8	CLEAN WATER SERVICES
9	COLUMBIA COUNTY, OREGON
10	COLUMBIA RIVER PUD
11	COOS COUNTY HIGHWAY DEPARTMENT
12	CROOK COUNTY ROAD DEPARTMENT

**State Notice Addendum**

<b>Registered Counties and Parishes in OR</b>	
13	CURRY COUNTY OREGON
14	DESCHUTES COUNTY
15	DESCHUTES COUNTY RFPD NO.2
16	DESCHUTES PUBLIC LIBRARY SYSTEM
17	DOUGLAS COUNTY
18	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
19	GILLIAM COUNTY
20	GILLIAM COUNTY OREGON
21	GRANT COUNTY, OREGON
22	HARNEY COUNTY SHERIFFS OFFICE
23	HOOD RIVER COUNTY
24	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
25	HOUSING AUTHORITY OF CLACKAMAS COUNTY
26	JACKSON COUNTY HEALTH AND HUMAN SERVICES
27	JEFFERSON COUNTY
28	Josephine County Sheriff
29	KLAMATH COUNTY VETERANS SERVICE OFFICE
30	LAKE COUNTY
31	LANE COUNTY
32	LINCOLN COUNTY
33	LINN COUNTY
34	MARION COUNTY , SALEM, OREGON
35	MARION COUNTY FIRE DISTRICT #1
36	MORROW COUNTY
37	MULTNOMAH COUNTY
38	MULTNOMAH LAW LIBRARY
39	MULTONAH COUNTY DRAINAGE DISTRICT #1
40	NAMI LANE COUNTY
41	NEAH KAH NIE WATER DISTRICT
42	OR INT'L PORT OF COOS BAY
43	POLK COUNTY
44	PORT OF BANDON
45	PORT OF UMPQUA
46	SANDY FIRE DISTRICT NO. 72
47	SHERMAN COUNTY
48	UMATILLA COUNTY, OREGON
49	UNION COUNTY
50	WALLOWA COUNTY
51	WASCO COUNTY
52	WASHINGTON COUNTY
53	YAMHILL COUNTY
54	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**State Notice Addendum**

<b>Registered Higher Education in OR</b>	
1	BIRTHINGWAY COLLEGE OF MIDWIFERY
2	BLUE MOUNTAIN COMMUNITY COLLEGE
3	CENTRAL OREGON COMMUNITY COLLEGE
4	CHEMEKETA COMMUNITY COLLEGE
5	CLACKAMAS COMMUNITY COLLEGE
6	COLUMBIA GORGE COMMUNITY COLLEGE
7	GEORGE FOX UNIVERSITY
8	KLAMATH COMMUNITY COLLEGE DISTRICT
9	LANE COMMUNITY COLLEGE
10	LEWIS AND CLARK COLLEGE
11	LINFIELD COLLEGE
12	LINN-BENTON COMMUNITY COLLEGE
13	MARYLHURST UNIVERSITY
14	MT. HOOD COMMUNITY COLLEGE
15	MULTNOMAH BIBLE COLLEGE
16	NATIONAL COLLEGE OF NATURAL MEDICINE
17	NORTHWEST CHRISTIAN COLLEGE
18	OREGON HEALTH AND SCIENCE UNIVERSITY
19	OREGON UNIVERSITY SYSTEM
20	PACIFIC UNIVERSITY
21	PORTLAND COMMUNITY COLLEGE
22	PORTLAND STATE UNIV.
23	REED COLLEGE
24	ROGUE COMMUNITY COLLEGE
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE
26	TILLAMOOK BAY COMMUNITY COLLEGE
27	UMPQUA COMMUNITY COLLEGE
28	WESTERN STATES CHIROPRACTIC COLLEGE
29	WILLAMETTE UNIVERSITY

<b>Registered K-12 in OR</b>	
1	Amity School District 4-J
2	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
3	ARLINGTON SCHOOL DISTRICT NO. 3
4	ASTORIA SCHOOL DISTRICT 1C
5	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
6	BAKER SCHOOL DISTRICT 5-J
7	BANDON SCHOOL DISTRICT
8	BANKS SCHOOL DISTRICT
9	BEAVERTON SCHOOL DISTRICT
10	BEND / LA PINE SCHOOL DISTRICT
11	BEND-LA PINE SCHOOL DISTRICT
12	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
13	CANBY SCHOOL DISTRICT
14	CANYONVILLE CHRISTIAN ACADEMY
15	CASCADE SCHOOL DISTRICT
16	CASCADES ACADEMY OF CENTRAL OREGON

**State Notice Addendum**

<b>Registered K-12 in OR</b>	
17	CENTENNIAL SCHOOL DISTRICT
18	CENTRAL CATHOLIC HIGH SCHOOL
19	CENTRAL POINT SCHOOL DISTRICT NO. 6
20	CENTRAL SCHOOL DISTRICT 13J
21	CLACKAMAS EDUCATION SERVICE DISTRICT
22	COOS BAY SCHOOL DISTRICT
23	COOS BAY SCHOOL DISTRICT NO.9
24	COQUILLE SCHOOL DISTRICT 8
25	COUNTY OF YAMHILL SCHOOL DISTRICT 29
26	CRESWELL SCHOOL DISTRICT
27	CROSSROADS CHRISTIAN SCHOOL
28	CULVER SCHOOL DISTRICT NO.
29	DALLAS SCHOOL DISTRICT NO. 2
30	DAVID DOUGLAS SCHOOL DISTRICT
31	DAYTON SCHOOL DISTRICT NO.8
32	DE LA SALLE N CATHOLIC HS
33	DESCHUTES COUNTY SD NO.6 - SISTERS SD
34	DOUGLAS COUNTY SCHOOL DISTRICT 116
35	DOUGLAS EDUCATION SERVICE DISTRICT
36	DUFUR SCHOOL DISTRICT NO.29
37	ELKTON SCHOOL DISTRICT NO.34
38	ESTACADA SCHOOL DISTRICT NO.108
39	FOREST GROVE SCHOOL DISTRICT
40	GASTON SCHOOL DISTRICT 511J
41	GEN CONF OF SDA CHURCH WESTERN OR
42	GERVAIS SCHOOL DIST. #1
43	GLADSTONE SCHOOL DISTRICT
44	GLENDALE SCHOOL DISTRICT
45	GLIDE SCHOOL DISTRICT NO.12
46	GRANTS PASS SCHOOL DISTRICT 7
47	GREATER ALBANY PUBLIC SCHOOL DISTRICT
48	GRESHAM-BARLOW SCHOOL DISTRICT
49	HARNEY COUNTY SCHOOL DIST. NO.3
50	HARNEY EDUCATION SERVICE DISTRICT
51	HEAD START OF LANE COUNTY
52	HERITAGE CHRISTIAN SCHOOL
53	HIGH DESERT EDUCATION SERVICE DISTRICT
54	hillsboro school district
55	HOOD RIVER COUNTY SCHOOL DISTRICT
56	JACKSON CO SCHOOL DIST NO.9
57	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
58	JEFFERSON SCHOOL DISTRICT
59	KLAMATH FALLS CITY SCHOOLS
60	LA GRANDE SCHOOL DISTRICT
61	LAKE OSWEGO SCHOOL DISTRICT 7J
62	LANE COUNTY SCHOOL DISTRICT 4J
63	LANE COUNTY SCHOOL DISTRICT 69

**State Notice Addendum**

<b>Registered K-12 in OR</b>	
64	LEBANON COMMUNITY SCHOOLS NO.9
65	LINCOLN COUNTY SCHOOL DISTRICT
66	LINN CO. SCHOOL DIST. 95C - SCIO SD
67	LIVINGSTONE ADVENTIST ACADEMY
68	LOST RIVER JR/SR HIGH SCHOOL
69	LOWELL SCHOOL DISTRICT NO.71
70	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
71	MCMINNVILLE SCHOOL DISTRICT NO.40
72	MEDFORD SCHOOL DISTRICT 549C
73	MITCH CHARTER SCHOOL
74	MOLALLA RIVER ACADEMY
75	MOLALLA RIVER SCHOOL DISTRICT NO.35
76	MONROE SCHOOL DISTRICT NO.1J
77	MORROW COUNTY SCHOOL DISTRICT
78	MT. ANGEL SCHOOL DISTRICT NO.91
79	MT.SCOTT LEARNING CENTERS
80	MULTISENSORY LEARNING ACADEMY
81	MULTNOMAH EDUCATION SERVICE DISTRICT
82	MYRTLE POINT SCHOOL DISTRICT NO.41
83	NEAH-KAH-NIE DISTRICT NO.56
84	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
85	NOBEL LEARNING COMMUNITIES
86	NORTH BEND SCHOOL DISTRICT 13
87	NORTH CLACKAMAS SCHOOL DISTRICT
88	NORTH SANTIAM SCHOOL DISTRICT 29J
89	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
90	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
91	NYSSA SCHOOL DISTRICT NO. 26
92	ONTARIO MIDDLE SCHOOL
93	OREGON TRAIL SCHOOL DISTRICT NO.46
94	OUR LADY OF THE LAKE SCHOOL
95	PHILOMATH SCHOOL DISTRICT
96	PHOENIX-TALENT SCHOOL DISTRICT NO.4
97	PORTLAND ADVENTIST ACADEMY
98	PORTLAND JEWISH ACADEMY
99	PORTLAND PUBLIC SCHOOLS
100	RAINIER SCHOOL DISTRICT
101	REDMOND PROFICIENCY ACADEMY
102	REDMOND SCHOOL DISTRICT
103	REEDSPORT SCHOOL DISTRICT
104	REYNOLDS SCHOOL DISTRICT
105	ROGUE RIVER SCHOOL DISTRICT NO.35
106	ROSEBURG PUBLIC SCHOOLS
107	SALEM-KEIZER PUBLIC SCHOOLS
108	Santiam Canyon SD 129J
109	SCAPPOOSE SCHOOL DISTRICT 1J
110	SEASIDE SCHOOL DISTRICT 10

**State Notice Addendum**

<b>Registered K-12 in OR</b>	
111	SEVEN PEAKS SCHOOL
112	Sheridan School District 48J
113	SHERWOOD SCHOOL DISTRICT 88J
114	SILVER FALLS SCHOOL DISTRICT
115	SIUSLAW SCHOOL DISTRICT
116	SOUTH COAST EDUCATION SERVICE DISTRICT
117	SOUTH LANE SCHOOL DISTRICT 45J3
118	SOUTH UMPQUA SCHOOL DISTRICT #19
119	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
120	SOUTHWEST CHARTER SCHOOL
121	SPRINGFIELD SCHOOL DISTRICT NO.19
122	St. Mary Catholic School
123	St. Paul School District
124	STANFIELD SCHOOL DISTRICT
125	SWEET HOME SCHOOL DISTRICT NO.55
126	THE CATLIN GABEL SCHOOL
127	TIGARD-TUALATIN SCHOOL DISTRICT
128	UMATILLA-MORROW ESD
129	VERNONIA SCHOOL DISTRICT 47J
130	WEST HILLS COMMUNITY CHURCH
131	WEST LINN WILSONVILLE SCHOOL DISTRICT
132	WHITEAKER MONTESSORI SCHOOL
133	WILLAMETTE EDUCATION SERVICE DISTRICT
134	WILLAMINA SCHOOL DISTRICT
135	YONCALLA SCHOOL DISTRICT NO.32

<b>Registered Nonprofit and Other in OR</b>	
1	211INFO
2	ACUMENTRA HEALTH
3	ADDICTIONS RECOVERY CENTER, INC
4	All God's Children International
5	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
6	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
7	ALZHEIMERS NETWORK OF OREGON
8	ASHLAND COMMUNITY HOSPITAL
9	ATHENA LIBRARY FRIENDS ASSOCIATION
10	BARLOW YOUTH FOOTBALL
11	BAY AREA FIRST STEP, INC.
12	BENTON HOSPICE SERVICE
13	BETHEL CHURCH OF GOD
14	BIRCH COMMUNITY SERVICES, INC.
15	BLACHLY LANE ELECTRIC COOPERATIVE
16	BLIND ENTERPRISES OF OREGON
17	Bob Belloni Ranch, Inc.
18	BONNEVILLE ENVIRONMENTAL FOUNDATION
19	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
20	BROAD BASE PROGRAMS INC.



**State Notice Addendum**

<b>Registered Nonprofit and Other in OR</b>	
21	CANBY FOURSQUARE CHURCH
22	CANCER CARE RESOURCES
23	CASCADIA BEHAVIORAL HEALTHCARE
24	CASCADIA REGION GREEN BUILDING COUNCIL
25	CATHOLIC CHARITIES
26	CATHOLIC COMMUNITY SERVICES
27	CENTER FOR COMMUNITY CHANGE
28	CENTER FOR RESEARCH TO PRACTICE
29	CENTRAL BIBLE CHURCH
30	CENTRAL CITY CONCERN
31	CENTRAL DOUGLAS COUNTY FAMILY YMCA
32	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
33	CHILDPEACE MONTESSORI
34	CITY BIBLE CHURCH
35	CLACKAMAS RIVER WATER
36	CLASSROOM LAW PROJECT
37	Clatskanie People's Utility District
38	COAST REHABILITATION SERVICES
39	Coastal Family Health Center
40	COLLEGE HOUSING NORTHWEST
41	COLUMBIA COMMUNITY MENTAL HEALTH
42	COMMUNITY ACTION ORGANIZATION
43	COMMUNITY ACTION TEAM, INC.
44	COMMUNITY CANCER CENTER
45	COMMUNITY HEALTH CENTER, INC
46	COMMUNITY VETERINARY CENTER
47	CONFEDERATED TRIBES OF GRAND RONDE
48	CONSERVATION BIOLOGY INSTITUTE
49	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
50	CORVALLIS MOUNTAIN RESCUE UNIT
51	COVENANT CHRISTIAN HOOD RIVER
52	COVENANT RETIREMENT COMMUNITIES
53	DECISION SCIENCE RESEARCH INSTITUTE, INC.
54	DELIGHT VALLEY CHURCH OF CHRIST
55	DOGS FOR THE DEAF, INC.
56	DOUGLAS ELECTRIC COOPERATIVE, INC.
57	EAST HILL CHURCH
58	EAST SIDE FOURSQUARE CHURCH
59	EAST WEST MINISTRIES INTERNATIONAL
60	EDUCATIONAL POLICY IMPROVEMENT CENTER
61	ELMIRA CHURCH OF CHRIST
62	EMERALD PUD
63	EMMAUS CHRISTIAN SCHOOL
64	EN AVANT, INC.
65	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
66	EUGENE BALLET COMPANY
67	EUGENE SYMPHONY ASSOCIATION, INC.

**State Notice Addendum**

<b>Registered Nonprofit and Other in OR</b>	
68	EUGENE WATER & ELECTRIC BOARD
69	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
70	FAIR SHARE RESEARCH AND EDUCATION FUND
71	FAITH CENTER
72	FAITHFUL SAVIOR MINISTRIES
73	FAMILIES FIRST OF GRANT COUNTY, INC.
74	FANCONI ANEMIA RESEARCH FUND INC.
75	FARMWORKER HOUSING DEV CORP
76	FIRST CHURCH OF THE NAZARENE
77	FIRST UNITARIAN CHURCH
78	FORD FAMILY FOUNDATION
79	FOUNDATIONS FOR A BETTER OREGON
80	FRIENDS OF THE CHILDREN
81	GATEWAY TO COLLEGE NATIONAL NETWORK
82	GOAL ONE COALITION
83	GOLD BEACH POLICE DEPARTMENT
84	GOOD SHEPHERD COMMUNITIES
85	Good Shepherd Medical Center
86	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
87	GRACE BAPTIST CHURCH
88	GRANT PARK CHURCH
89	GRANTS PASS MANAGEMENT SERVICES, DBA
90	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
91	HALFWAY HOUSE SERVICES, INC.
92	HEARING AND SPEECH INSTITUTE INC
93	HELP NOW! ADVOCACY CENTER
94	HIGHLAND HAVEN
95	HIGHLAND UNITED CHURCH OF CHRIST
96	HIV ALLIANCE, INC
97	HOUSING AUTHORITY OF LINCOLN COUNTY
98	HOUSING AUTHORITY OF PORTLAND
99	HOUSING NORTHWEST
100	Independent Development Enterprise Alliance
101	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
102	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
103	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
104	InventSuccess
105	IRCO
106	JASPER MOUNTAIN
107	JUNIOR ACHIEVEMENT
108	KLAMATH HOUSING AUTHORITY
109	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
110	LA GRANDE UNITED METHODIST CHURCH
111	Lane Council of Governments
112	LANE ELECTRIC COOPERATIVE
113	LANE MEMORIAL BLOOD BANK
114	LANECO FEDERAL CREDIT UNION

**State Notice Addendum**

<b>Registered Nonprofit and Other in OR</b>	
115	LAUREL HILL CENTER
116	LIFEWORCS NW
117	LIVING WAY FELLOWSHIP
118	LOAVES & FISHES CENTERS, INC.
119	LOCAL GOVERNMENT PERSONNEL INSTITUTE
120	LOOKING GLASS YOUTH AND FAMILY SERVICES
121	MACDONALD CENTER
122	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
123	MARION COUNTY HOUSING AUTHORITY
124	Mental Health for Children, Inc.
125	METRO HOME SAFETY REPAIR PROGRAM
126	METROPOLITAN FAMILY SERVICE
127	MID COLUMBIA COUNCIL OF GOVERNMENTS
128	MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
129	MID-COLUMBIA CENTER FOR LIVING
130	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
131	MORNING STAR MISSIONARY BAPTIST CHURCH
132	MORRISON CHILD AND FAMILY SERVICES
133	MOSAIC CHURCH
134	NAMI of Washington County
135	NAMI OREGON
136	NATIONAL PSORIASIS FOUNDATION
137	NATIONAL WILD TURKEY FEDERATION
138	NEW AVENUES FOR YOUTH INC
139	NEW BEGINNINGS CHRISTIAN CENTER
140	NEW HOPE COMMUNITY CHURCH
141	NEWBERG FRIENDS CHURCH
142	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
143	North Pacific District of Foursquare Churches
144	NORTHWEST ENERGY EFFICIENCY ALLIANCE
145	NORTHWEST FOOD PROCESSORS ASSOCIATION
146	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
147	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
148	NORTHWEST YOUTH CORPS
149	OCHIN
150	OHSU FOUNDATION
151	OLIVET BAPTIST CHURCH
152	OMNIMEDIX INSTITUTE
153	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
154	OREGON BALLET THEATRE
155	OREGON CITY CHURCH OF THE NAZARENE
156	OREGON COAST COMMUNITY ACTION
157	OREGON DEATH WITH DIGNITY
158	OREGON DONOR PROGRAM
159	OREGON EDUCATION ASSOCIATION
160	OREGON ENVIRONMENTAL COUNCIL
161	OREGON LIONS SIGHT & HEARING FOUNDATION

**State Notice Addendum**

<b>Registered Nonprofit and Other in OR</b>	
162	OREGON MUSUEM OF SCIENCE AND INDUSTRY
163	OREGON PROGRESS FORUM
164	OREGON REPERTORY SINGERS
165	Oregon Research Institute
166	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
167	OREGON SUPPORTED LIVING PROGRAM
168	OSLC COMMUNITY PROGRAMS
169	OUTSIDE IN
170	OUTSIDE IN
171	PACIFIC CASCADE FEDERAL CREDIT UNION
172	PACIFIC FISHERY MANAGEMENT COUNCIL
173	PACIFIC INSTITUTES FOR RESEARCH
174	PACIFIC STATES MARINE FISHERIES COMMISSION
175	PARALYZED VETERANS OF AMERICA
176	PARTNERSHIPS IN COMMUNITY LIVING, INC.
177	PENDLETON ACADEMIES
178	PENTAGON FEDERAL CREDIT UNION
179	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
180	PORT CITY DEVELOPMENT CENTER
181	PORTLAND ART MUSEUM
182	PORTLAND BUSINESS ALLIANCE
183	PORTLAND HABILITATION CENTER, INC.
184	Portland Oregon Visitors Association
185	PORTLAND SCHOOLS FOUNDATION
186	PORTLAND WOMENS CRISIS LINE
187	PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND
188	PRINGLE CREEK SUSTAINABLE LIVING CENTER
189	PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
190	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
191	QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.
192	REBUILDING TOGETHER - PORTLAND INC.
193	REGIONAL ARTS AND CULTURE COUNCIL
194	RELEVANT LIFE CHURCH
195	RENEWABLE NORTHWEST PROJECT
196	ROGUE FEDERAL CREDIT UNION
197	ROSE VILLA, INC.
198	SACRED HEART CATHOLIC DAUGHTERS
199	SAIF CORPORATION
200	SAINT ANDREW NATIVITY SCHOOL
201	SAINT CATHERINE OF SIENA CHURCH
202	SAINT JAMES CATHOLIC CHURCH
203	Salem Academy
204	SALEM ALLIANCE CHURCH
205	SALEM ELECTRIC
206	SALMON-SAFE INC.
207	SCIENCEWORKS
208	SE WORKS

**State Notice Addendum**

<b>Registered Nonprofit and Other in OR</b>	
209	SECURITY FIRST CHILD DEVELOPMENT CENTER
210	SELF ENHANCEMENT INC.
211	SERENITY LANE
212	SEXUAL ASSAULT RESOURCE CENTER
213	SHELTERCARE
214	SHERIDAN JAPANESE SCHOOL FOUNDATION
215	SHERMAN DEVELOPMENT LEAGUE, INC.
216	SILVERTON AREA COMMUNITY AID
217	SISKIYOU INITIATIVE
218	SMART
219	SOCIAL VENTURE PARTNERS PORTLAND
220	SONRISE CHURCH
221	SOUTH COAST HOSPICE, INC.
222	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
223	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
224	SOUTHERN OREGON HUMANE SOCIETY
225	SPARC ENTERPRISES
226	SPIRIT WIRELESS
227	SPONSORS, INC.
228	SPOTLIGHT THEATRE OF PLEASANT HILL
229	SPRINGFIELD UTILITY BOARD
230	ST VINCENT DE PAUL
231	ST. ANTHONY CHURCH
232	ST. ANTHONY SCHOOL
233	ST. MARYS OF MEDFORD, INC.
234	St. Matthew Catholic School
235	ST. VINCENT DEPAUL OF LANE COUNTY
236	STAND FOR CHILDREN
237	STAR OF HOPE ACTIVITY CENTER INC.
238	Store to Door
239	Street Ministry
240	SUMMIT VIEW COVENANT CHURCH
241	SUNNYSIDE FOURSQUARE CHURCH
242	SUNRISE ENTERPRISES
243	SUSTAINABLE NORTHWEST
244	TENAS ILLAHEE CHILDCARE CENTER
245	The Dreaming Zebra Foundation
246	THE EARLY EDUCATION PROGRAM, INC.
247	The International School
248	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
249	THE NEXT DOOR
250	THE OREGON COMMUNITY FOUNDATION
251	THE SALVATION ARMY - CASCADE DIVISION
252	TILLAMOOK CNTY WOMENS CRISIS CENTER
253	TILLAMOOK ESTUARIES PARTNERSHIP
254	TOUCHSTONE PARENT ORGANIZATION
255	TRAILS CLUB

**State Notice Addendum**

<b>Registered Nonprofit and Other in OR</b>	
256	TRAINING EMPLOYMENT CONSORTIUM
257	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
258	TRILLIUM FAMILY SERVICES, INC.
259	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
260	UNION GOSPEL MISSION
261	UNITED CEREBRAL PALSY OF OR AND SW WA
262	UNITED WAY OF THE COLUMBIA WILLAMETTE
263	US CONFERENCE OF MENONNITE BRETHERN CHURCHES
264	US FISH AND WILDLIFE SERVICE
265	USAGENCIES CREDIT UNION
266	VERMONT HILLS FAMILY LIFE CENTER
267	Viking Sal Senior Center
268	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
269	VOLUNTEERS OF AMERICA OREGON
270	WE CARE OREGON
271	WESTERN RIVERS CONSERVANCY
272	WESTERN STATES CENTER
273	WESTSIDE BAPTIST CHURCH
274	WHITE BIRD CLINIC
275	WILD SALMON CENTER
276	WILLAMETTE FAMILY
277	WILLAMETTE LUTHERAN HOMES, INC
278	WILLAMETTE VIEW INC.
279	Women's Safety & Resource Center
280	WOODBURN AREA CHAMBER OF COMMERCE
281	WORD OF LIFE COMMUNITY CHURCH
282	WORKSYSTEMS INC
283	YOUTH GUIDANCE ASSOC.
284	YWCA SALEM

<b>Registered Special/Independent in OR</b>	
1	Banks Fire District #13
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3	CHEHALEM PARK AND RECREATION DISTRICT
4	COLUMBIA 911 COMMUNICATIONS DISTRICT
5	GLENDALE RURAL FIRE DISTRICT
6	HOODLAND FIRE DISTRICT NO.74
7	KLAMATH COUNTY 9-1-1
8	LANE EDUCATION SERVICE DISTRICT
9	LANE TRANSIT DISTRICT
10	METROPOLITAN EXPOSITION-RECREATION COMMISSION
11	NW POWER POOL
12	OAK LODGE WATER DISTRICT
13	PORT OF SIUSLAW
14	PORT OF ST HELENS
15	REGIONAL AUTOMATED INFORMATION NETWORK
16	SALEM AREA MASS TRANSIT DISTRICT

**State Notice Addendum****Registered Special/Independent in OR**

17	THE PORT OF PORTLAND
18	TUALATIN HILLS PARK AND RECREATION DISTRICT
19	TUALATIN VALLEY WATER DISTRICT
20	UNION SOIL & WATER CONSERVATION DISTRICT
21	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
22	WILLAMALANE PARK AND RECREATION DISTRICT

**Registered State Agencies in OR**

1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	OFFICE OF THE STATE TREASURER
4	OREGON BOARD OF ARCHITECTS
5	OREGON CHILD DEVELOPMENT COALITION
6	OREGON DEPARTMENT OF EDUCATION
7	OREGON DEPARTMENT OF FORESTRY
8	OREGON DEPT OF TRANSPORTATION
9	OREGON DEPT. OF EDUCATION
10	OREGON LOTTERY
11	OREGON OFFICE OF ENERGY
12	OREGON STATE BOARD OF NURSING
13	OREGON STATE DEPT OF CORRECTIONS
14	OREGON STATE POLICE
15	OREGON TOURISM COMMISSION
16	OREGON TRAVEL INFORMATION COUNCIL
17	SANTIAM CANYON COMMUNICATION CENTER
18	SEIU LOCAL 503, OPEU

**Registered Counties and Parishes in HI**

	CITY AND COUNTY OF HONOLULU
1	BOARD OF WATER SUPPLY
2	COUNTY OF HAWAII
3	MAUI COUNTY COUNCIL

**Registered Higher Education in HI**

1	ARGOSY UNIVERSITY
2	BRIGHAM YOUNG UNIVERSITY - HAWAII
3	COLLEGE OF THE MARSHALL ISLANDS
4	HAWAII PACIFIC UNIVERSITY
5	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
6	UNIVERSITY OF HAWAII AT MANOA

**Registered K-12 in HI**

1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2	EMMANUAL LUTHERAN SCHOOL
3	HANAHAU`OLI SCHOOL
4	HAWAII TECHNOLOGY ACADEMY
5	ISLAND SCHOOL

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<b>Registered K-12 in HI</b>	
6	KAMEHAMEHA SCHOOLS
7	KE KULA O S. M. KAMAKAU
8	MARYKNOLL SCHOOL
9	PACIFIC BUDDHIST ACADEMY
<b>Registered NonProfit and Other in HI</b>	
1	ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2	ALOHACARE
3	AMERICAN LUNG ASSOCIATION
4	ASSOCIATION OF OWNERS OF KUKUI PLAZA
5	BISHOP MUSEUM
6	BUILDING INDUSTRY ASSOCIATION OF HAWAII
7	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
8	EAH, INC.
9	EASTER SEALS HAWAII
10	GOODWILL INDUSTRIES OF HAWAII, INC.
11	HABITAT FOR HUMANITY MAUI
12	HALE MAHAOLU
13	HAROLD K.L. CASTLE FOUNDATION
14	HAWAII AGRICULTURE RESEARCH CENTER
15	Hawaii Carpenters Market Recovery Program Fund
16	HAWAII EMPLOYERS COUNCIL
17	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
18	HAWAII STATE FCU
19	HONOLULU HABITAT FOR HUMANITY
20	IUPAT, DISTRICT COUNCIL 50
21	LANAKILA REHABILITATION CENTER INC.
22	LEEWARD HABITAT FOR HUMANITY
23	MAUI COUNTY FCU
24	MAUI ECONOMIC DEVELOPMENT BOARD
25	MAUI ECONOMIC OPPORTUNITY, INC.
26	MAUI FAMILY YMCA
27	NA HALE O MAUI
28	NA LEI ALOHA FOUNDATION
29	NETWORK ENTERPRISES, INC.
30	ORI ANUENUE HALE, INC.
31	PARTNERS IN DEVELOPMENT FOUNDATION
32	POLYNESIAN CULTURAL CENTER
33	PUNAHOU SCHOOL
34	Saint Louis School
35	ST. THERESA CHURCH
36	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
37	W. M. KECK OBSERVATORY
38	WAIANAE COMMUNITY OUTREACH
39	WAILUKU FEDERAL CREDIT UNION
40	YMCA OF HONOLULU



**State Notice Addendum****Registered State Agencies in HI**

1	ADMIN. SERVICES OFFICE
2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	HAWAII HEALTH SYSTEMS CORPORATION
4	SOH- JUDICIARY CONTRACTS AND PURCH
5	STATE DEPARTMENT OF DEFENSE
6	STATE OF HAWAII
7	STATE OF HAWAII
8	STATE OF HAWAII, DEPT. OF EDUCATION

**Registered Cities, Towns, Villages and Boroughs in LA**

1	ASCENSION PARISH LIBRARY
2	BALL POLICE DEPARTMENT
3	BREAUX BRIDGE HOUSING AUTHORITY
4	BUNKIE FIRE DEPT
5	CADDO PARISH CLERK OF COURT
6	CITY OF ALEXANDRIA
7	CITY OF BAKER POLICE DEPARTMENT
8	CITY OF BOSSIER
9	CITY OF COVINGTON
10	city of gretna
11	CITY OF HAMMOND
12	CITY OF KENNER
13	CITY OF LAKE CHARLES FIRE DEPT
14	CITY OF LEESVILLE
15	CITY OF MINDEN
16	CITY OF MONROE
17	CITY OF NEW ROADS
18	CITY OF PLAQUEMINE
19	CITY OF PORT ALLEN
20	CITY OF RUSTON
21	CITY OF SHREVEPORT
22	CITY OF SLIDELL
23	CITY OF VILLE PLATTE
24	CITY OF WEST MONROE
25	CITY OF WESTLAKE
26	CITY OF WINNFIELD
27	CITY OF WINNSBORO
28	DENHAM SPRINGS CITY MARSHAL
29	FIRE PROTECTION DIST. NO. 5
30	GREATER NEW ORLEANS EXPRESSWAY COMMISSION
31	GREATER NEW ORLEANS FOUNDATION
32	LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO BUILDING CORP
33	MONROE CITY
34	PONCHATOULA POLICE DEPT.
35	RAYNE HOUSING AUTHORITY
36	Sewerage and Water Board of New Orleans
37	ST. BERNARD PARISH GOVERNMENT

**State Notice Addendum**

<b>Registered Cities, Towns, Villages and Boroughs in LA</b>	
38	TOWN OF ARCADIA
39	TOWN OF BENTON
40	TOWN OF CHURCH POINT
41	TOWN OF FARMERVILLE
42	TOWN OF GRAND ISLE
43	TOWN OF HAYNESVILLE
44	TOWN OF HOMER
45	TOWN OF JONESBORO
46	TOWN OF JONESVILLE
47	TOWN OF LEONVILLE
48	TOWN OF OLLA
49	TOWN OF PEARL RIVER
50	TOWN OF RAYVILLE
51	TOWN OF ROSEFINE
52	TOWN OF STERLINGTON
53	TOWN OF WATERPROOF
54	TOWN OF WHITE CASTLE
55	VILLAGE OF FENTON
56	VILLAGE OF FOREST HILL
57	VILLAGE OF PALMETTO

<b>Registered Counties and Parishes in LA</b>	
1	15TH JUDICIAL DISTRICT COURT
2	Acadia Parish Clerk of Court
3	ASSUMPTION PARISH LIBRARY
4	BIENVILLE PARISH POLICE JURY
5	BOSSIER LEVEE DISTRICT
6	BOSSIER PARISH ASSESSOR
7	BOSSIER PARISH CLERK OF CT
8	BOSSIER SHERIFFS DEPARTMENT
9	CADDO PARISH COMMISSION
10	CADDO PARISH TAX ASSESSOR
11	CALDWELL PARISH CLERK OF COURT
12	CALDWELL PARISH HOUSING AUTHORITY
13	CATAHOULA PARISH POLICE JURY
14	CITY OF OPELOUSAS
15	CLAIBORNE PARISH POLICE JURY
16	CONCORDIA PARISH POLICE JURY
17	DESOTO PARISH EMS
18	DESOTO PARISH POLICE JURY
19	DESOTO PARISH TAX ASSESSOR
20	EAST BATON ROUGE PARISH CLERK OF COURT
21	EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1
22	EAST FELICIANA PARISH SHERIFF OFFICE
23	EVANGELINE PARISH SHERIFF DEPT.
24	FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH
25	FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION

**State Notice Addendum**

<b>Registered Counties and Parishes in LA</b>	
26	GRANT PARISH POLICE JURY
27	GRANT PARISH SHERIFF
28	IBERIA PARISH GOVERNMENT
29	IBERVILLE PARISH COUNCIL
30	JACKSON PARISH POLICE JURY
31	JEFFERSON PARISH DISTRICT ATTORNEY
32	JEFFERSON PARISH GOVERNMENT
33	LA SALLE PARISH POLICE JURY
34	LINCOLN PARISH LIBRARY
35	MOREHOUSE PARISH POLICE JURY
36	ORLEANS PARISH CRIMINAL SHERIFFS OFFICE
37	OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC
38	OUACHITA PARISH POLICE JURY
39	OUACHITA PARISH POLICE JURY
40	PLAQUEMINES PARISH GOVERNMENT
41	POINTE COUPEE PARISH POLICE JURY
42	RAPIDES PARISH LIBRARY
43	RAPIDES PARISH POLICE JURY
44	RICHLAND PARISH LIBRARY
45	RICHLAND PARISH SHERIFF DEPARTMENT
46	SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION
47	ST JOHNS THE BAPTIST PARISH
48	ST LANDRY PARISH SHERIFF DEPT
49	ST TAMMANY FIRE DISTRICT 4
50	ST. BERNARD PARISH ADULT DRUG COURT
51	ST. CHARLES PARISH
52	ST. MARY PARISH GOVERNMENT
53	St. Tammany Parish Assessor
54	SULPHUR PARKS AND RECREATION
55	TANGIPAHOA MOSQUITO ABATEMENT DISTRICT
56	TENSAS PARISH POLICE JURY
57	THIRD JUDICIAL DISTRICT COURT
58	UNION PARISH HOMELAND SECURITY
59	WEBSTER PARISH POLICE JURY
60	WEST CARROLL PARISH SHERIFFS DEPT.
61	WEST FELICIANA COMMUNICATIONS DISTRICT
62	WINN PARISH DISTRICT ATTORNEY
63	WINN PARISH POLICE JURY

<b>Registered Higher Education in LA</b>	
1	CAMERON COLLEGE
2	CENTENARY COLLEGE OF LOUISIANA
3	COMPASS CAREER COLLEGE
4	DELGADO COMMUNITY COLLEGE
5	DILLARD UNIVERSITY
6	GRETNA CAREER COLLEGE
7	LOUISIANA STATE UNIVERSITY

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<b>Registered Higher Education in LA</b>	
8	LOUISIANA TECHNICAL COLLEGE
9	LOYOLA UNIVERSITY OF NEW ORLEANS
10	LSUHSC - SHREVEPORT
11	NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
12	NOTRE DAME SEMINARY
13	OUR LADY OF HOLY CROSS COLLEGE
14	SOUTH LA COMMUNITY COLLEGE
15	SOUTHEASTERN LOUISIANA UNIVERSITY
16	SOUTHERN UNIVERSITY
17	THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
18	THE ART STATION

<b>Registered K-12 in LA</b>	
1	ACADEMY OF THE SACRED HEART
2	ACADIA PARISH SCHOOL BOARD
3	Alexandria Country Day School
4	ARCHBISHOP RUMMEL HIGH SCHOOL
5	Archbishop Shaw High School
6	AVOYELLES PARISH SCHOOL BOARD
7	BEAUREGARD PARISH SCHOOL BOARD
8	BOSSIER PARISH SCHOOL BOARD
9	Bossier Parish School Board (BPSB)
10	CADDO PARISH MAGNET HIGH SCHOOL
11	CADDO PARISH SCHOOLS
12	CALCASIEU PARISH SCHOOL SYSTEM
13	CATAHOULA PARISH SCHOOL BOARD
14	CATHOLIC HIGH SCHOOL
15	CATHOLIC OF POINTE COUPEE SCHOOL
16	Cedar Creek School
17	CENTRAL PRIVATE SCHOOL
18	CENTRAL SCHOOL CORP.
19	CHILDREN'S CHARTER MIDDLE SCHOOL
20	CLAIBORNE PARISH SCHOOL BOARD
21	DARBONNE WOODS CHARTER SCHOOL, INC.
22	DELHI CHARTER SCHOOL
23	DeSoto Parish School Board
24	DIOCESE OF LAFAYETTE
25	E.D. WHITE CATHOLIC HIGH
26	EAST CARROLL PARISH SCHOOL BOARD
27	EPISCOPAL HIGH SCHOOL OF BATON ROUGE
28	EXCELSIOR CHRISTIAN SCHOOL
29	GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER
30	HOLY TRINITY LUTHERAN CHURCH AND SCHOOL
31	HOSANNA FIRST ASSEMBLY OF GOD
32	IBERVILLE PARISH SCHOOL BOARD
33	JACKSON PARISH SCHOOL BOARD
34	JEFFERSON DAVIS PARISH SCHOOL BOARD

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<b>Registered K-12 in LA</b>	
35	JEFFERSON PARISH SCHOOL BOARD
36	JESUS THE GOOD SHEPHERD SCHOOL
37	LAFAYETTE PARISH SCHOOL SYSTEM
38	LINCOLN PARISH SCHOOL BOARD
39	LITTLE ANGELS SCHOOL AND DAY CARE
40	LIVINGSTON PARISH PUBLIC SCHOOLS
41	LORANGER HIGH SCHOOL FOOTBALL
42	MADISON PARISH SCHOOL BOARD
43	MENTORSHIP ACADEMY
44	MONROE CITY SCHOOLS
45	MOREHOUSE PARISH SCHOOL BOARD
46	NEWELLTON ELEMENTARY SCHOOL
47	NORTHEAST BAPTIST SCHOOL
48	OAK FOREST ACADEMY
49	OPELOUSAS CATHOLIC SCHOOL
50	OUACHITA PARISH SCHOOL BOARD
51	Parkview Baptist
52	Recovery School District
53	RICHLAND PARISH SCHOOL BOARD
54	RIVERSIDE ACADEMY
55	ST JOSEPH THE WORKER
56	ST LANDRY PARISH SCHOOL BOARD
57	ST MARY'S DOMINICAN HS
58	ST. AMANT HIGH SCHOOL
59	ST. AUGUSTINE HIGH SCHOOL
60	ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT
61	ST. CLETUS SCHOOL
62	ST. DOMINIC SCHOOL
63	ST. JOAN OF ARC SCHOOL
64	ST. JOHN ELEMENTARY/MIDDLE SCHOOL
65	ST. MARIA GORETTI CHURCH
66	ST. PIUS X SCHOOL
67	St. Mary Parish School Board
68	STATE DEPARTMENT OF EDUCATION
69	TANGIPAHOA PARISH SCHOOL SYSTEM
70	THE DUNHAM SCHOOL
71	UNION PARISH SCHOOL BOARD
72	VERMILION PARISH SCHOOL BOARD
73	VERNON PARISH SCHOOL BOARD
74	VIDALIA JUNIOR HIGH SCHOOL
75	VISITATION OF OUR LADY CATHOLIC SCHOOL
76	WEST BATON ROUGE PARISH SCHOOL BOARD
77	WEST CARROLL PARISH SCHOOL BOARD
78	WESTMINSTER CHRISTIAN ACADEMY
79	WINN PARISH SCHOOL BOARD

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<b>Registered Nonprofit and Other in LA</b>	
1	A AND B NOTARY
2	ACI ST JOHN LLC
3	ADVOCACY CENTER FOR THE ELDERLY AND DISABLED, INC.
4	AGAPE LOVE
5	ALLEGIANCE HEALTH MANAGEMENT
6	AMERICAN CHILD DAY CARE CENTER
7	ANTIOCH BAPTIST CHURCH
8	APOSTOLIC DELIVERANCE U.P.C. INC.
9	ARCHDIOCESE OF NEW ORLEANS
10	ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
11	AVOYELLES PROGRESS ACTION COMMITTEE, INC
12	BARKSDALE FEDERAL CREDIT UNION
13	BARKSDALE UNITED METHODIST CHURCH
14	Baton Rouge Children's Advocacy Center
15	Beginners Mind Inc
16	BENTON UNITED METHODIST CHURCH
17	BONITA ROAD BAPTIST CHURCH
18	BOOST FOUNDATION, INC.
19	BOSSIER CHAMBER OF COMMERCE
20	BOSSIER PARISH MAXIMUM SECURITY JAIL
21	BOY SCOUTS OF AMERICA
22	BROADMOOR CHRISTIAN CHURCH
23	BROADMOOR PRESBYTERIAN CHURCH
24	BROADMOOR UNITED METHODIST PRESCHOOL
25	CAJUNDOME
26	CALLAWAY ENTERPRISES
27	CALVARY BAPTIST CHURCH
28	CAPITAL CITY PRESS
29	CENLA AREA AGENCY ON AGING, INC.
30	CENLA COMMUNITY ACTION COMMITTEE, INC.
31	CENTRAL ASSEMBLY OG GOD
32	CENTRAL CITY EOC
33	CHILDREN'S HOSPITAL
34	CHITIMACHA TRIBE OF LOUISIANA
35	CHRISTVIEW CHRISTIAN CHURCH
36	CITY OF FAITH PRISON MINISTRIES, INC.
37	COMITE BAPTIST CHURCH
38	COMMITTEE FOR PLAQUEMINES RECOVERY
39	COMMUNITY SUPPORT PROGRAMS, INC.
40	COOK BAPTIST CHURCH
41	Cornerstone Church of Zachary Inc
42	CROSSPOINT BAPTIST CHURCH
43	CROSSROADS CHURCH
44	DEMCO
45	DESOTO PARISH LIBRARY
46	DISABLED VETERNS OF LA CHAPTER 4

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<b>Registered Nonprofit and Other in LA</b>	
47	EASTER SEALS LOUISIANA
48	ELDERCARE SUPPORT SERVICES
49	ELIZABETH BAPTIST CHURCH
50	EMMANUEL BAPTIST CHURCH
51	EMMANUEL BAPTIST CHURCH
52	EMMANUEL BAPTIST CHURCH
53	EMMANUEL MISSIONARY BAPTIST CHURCH
54	EVANGELINE BAPTIST CHURCH
55	FAITH TABERNACLE CHURCH
56	FAMILY MEDICAL CLINIC OF MER ROUGE
57	FAMILY RESOURCES OF NEW ORLEANS
58	FAMILY WORSHIP CENTER CHURCH INC
59	FIRST APOSTOLIC CHURCH
60	FIRST BAPTIST CHURCH
61	FIRST BAPTIST CHURCH
62	FIRST BAPTIST CHURCH
63	FIRST BAPTIST CHURCH COVINGTON
64	FIRST BAPTIST CHURCH RUSTON
65	FIRST CHURCH OF GOD IN OAK GROVE, INC.
66	FIRST UNITED METHODIST CHURCH
67	FRANKLIN MEDICAL CENTER
68	FROM BONDAGE TO FREEDOM
69	G B COOLEY SERVICES
70	GIRL SCOUTS OF LA - PINES TO GULF
71	Girls Scouts Louisiana East
72	Go Care
73	GOOD SAMARITANS OF FRANKLIN
74	GRACE COMMUNITY CHURCH
75	GRACE EPISCOPAL CHURCH
76	GRACE LIFE FELLOWSHIP
77	GREATER ELIZABETH BAPTIST CHURCH
78	GREATER HOPE BAPTIST CHURCH
79	GREATER OUACHITA WATER COMPANY
80	GULF COAST HOUSING PARTNERSHIP
81	HANDS ON NETWORK
82	HARVEST CHURCH
83	HAVEN NURSING CENTER, INC.
84	HAVEN REHABILITATION CENTER, INC.
85	HEALING PLACE CHURCH
86	HEBRON BAPTIST CHURCH
87	HOPEWELL BAPTIST CHURCH
88	HOSANNA LUTHERAN CHURCH
89	HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD
90	HOUSING AUTHORITY OF BOSSIER CITY
91	HOUSING AUTHORITY OF JEFFERSON PARISH
92	IBERIA MEDICAL CENTER
93	IBTS

**State Notice Addendum**

<b>Registered Nonprofit and Other in LA</b>	
94	IFA CHURCH
95	ISTROUMA AREA COUNCIL OF BOY SCOUTS
96	JACKSON PARISH HOSPITAL
97	Jefferson Chamber of Commerce
98	JEWISH FEDERATION OF GREATER BATON ROUGE
99	K AND S CHILDHOOD DEVELOPMENT CENTER
100	KING OF KINGS EVANGELICAL LUTHERAN CHURCH
101	KIWANIS INTERNATIOINAL
102	LA ASSEMBLY OF THE CHURCH OF GOD
103	LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS
104	LA ONE CALL
105	LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
106	LAFAYETTE TEEN COURT, INC
107	LAKE BETHLEHEM BAPTIST CHURCH
108	LAKESIDE BAPTIST CHURCH
109	LAKESIDE DAY CARE
110	LANE CHAPEL CME
111	LEWIS CME
112	LINCOLN GENERAL HOSPITAL
113	LITTLE THEATRE OF MONROE, INC.
114	LITTLE UNION BAPTIST CHURCH
115	LIVINGSTON PARISH CHAMBER OF COMMERCE
116	LIVINGSTON PARISH PRESIDENT-COUNCIL
117	LMHA - LOUISIANA MANUFACTURED HOUSING ASSOCIATION
118	LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL
119	LOUIS INFANT CRISIS CENTER
120	LOUISIANA ASSOCIATION OF HEALTH PLANS
121	LOUISIANA DISTRICT ATTORNEYS ASSOCIATION
122	LOUISIANA FAMILY FORUM
123	LOUISIANA HEALTH CARE QUALITY FORUM
124	Louisiana Hemopheilia Foundation Inc
125	LOUISIANA REALTORS ASSOCIATION
126	LOUISIANA SPCA
127	Louisiana Workforce LLC
128	LOUISISANA HIGH SCHOOL ATHLETIC ASSOCIATION
129	MACEDONIA MISSIONS, INC.
130	MACON ECONOMIC OPPORTUNITY
131	MARION BAPTIST CHURCH
132	MARY BIRD CANCER CENTER
133	MCIO HEAD START
134	METRO/REGIONAL BUSINESS INCUBATOR
135	MEYERS MEMORIAL CHAPEL
136	MIRACLE PLACE CHURCH
137	MOREHOUSE GENERAL HOSPITAL
138	MORGAN CITY HOUSING AUTHORITY
139	MORING STAR BAPTIST CHURCH
140	MOUNT CANAAN MISSIONARY BAPTIST CHURCH



**State Notice Addendum**

<b>Registered Nonprofit and Other in LA</b>	
141	MOUNT HERMON BAPTIST CHURCH
142	MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.
143	MT. SINAI MBC
144	MT. VERNON BAPTIST CHURCH
145	MT. ZION CME CHURCH
146	MW PRINCE HALL MASONIC HALL TEMPLE
147	NALC BRANCH 136
148	NATIONAL SAFETY COUNCIL
149	Nativity of Our Lady Church
150	NEW BEGINNINGS CDC
151	NEW CHAPEL HILL BAPTIST CHURCH
152	NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN
153	NEW GENERATIONS CHURCH OF MONROE, INC
154	NEW GREENWOOD BAPTIST CHURCH
155	new home ministries
156	NEW HORIZONS
157	NEW TABERNACLE BAPTIST CHURCH
158	NEW TESTAMENT UNITED PENTECOSTAL CHURCH
159	NORTH CADDO MEDICAL CENTER
160	NORTHWEST LOUISIANA LIONS EYE BANK
161	NSU CHILD AND FAMILY NETWORK
162	ODYSSEY HOUSE LOUISIANA, INC.
163	OLIVE BRANCH BAPTIST CHURCH
164	OPEN DOOR BAPTIST CHURCH
165	Ouachita Baptist Church
166	Our Lady of Perpetual Help Catholic Church
167	OUR LADY OF PROMPT SUCCOR CHURCH
168	PARKVIEW BAPTIST CHURCH
169	PCPFHF
170	PCSS
171	PEACEFUL REST BAPTIST CHURCH
172	PENIEL BAPTIST CHURCH
173	PHILADELPHIA BAPTIST CHURCH
174	PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY
175	PLEASANT VALLEY UNC
176	PLEASEAN HILL BAPTIST CHURCH
177	POLICE JURY ASSOCIATION OF LOUISIANA
178	PONCHATOULA AREA RECREATION DISTRICT NO.1
179	PRESBYTERIAN CHURCH OF RUSTON
180	PRIDE COMMUNITY ASSOCIATION
181	PROVIDENCE HOUSE
182	RAPIDES PRIMARY HEALTH CARE CENTER
183	REPUBLICAN PARTY OF LA
184	RIDGE AVENUE BAPTIST CHURCH
185	ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE
186	SEEKER SPRINGS MINISTRY CENTER
187	SHOWERS OF BLESSING MINISTRIES

**State Notice Addendum**

<b>Registered Nonprofit and Other in LA</b>	
188	SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND
189	SHREVEPORT REGIONAL ARTS COUNCIL
190	SIMMESPORT HOUSING AUTHORITY
191	SOLOMON TEMPLE BAPTIST CHURCH
192	Southern Financial Exchange
193	SOUTHSIDE ECONOMIC DEVELOPMENT
194	SOUTHWEST ACADIA HOUSING AUTHORITY
195	ST PATRICK CHURCH
196	ST THOMAS AQUINAS CATHOLIC CHURCH
197	ST. ALOYSIUS CATHOLIC SCHOOL
198	ST. ANDREW PRESBYTERIAN CHURCH
199	ST. BERNARD PROJECT
200	ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH
201	ST. FRANCIS DINER
202	ST. GEORGE CHURCH
203	ST. JEAN VIANNEY CHURCH
204	ST. JOHN THE BAPTIST CATHOLIC CHURCH
205	ST. JOHN THE BAPTIST CATHOLIC CHURCH
206	ST. LANDRY PARISH HOUSING AUTHORITY
207	ST. MARY CAA, INC.
208	ST. MARY PARISH TOURIST COMMISSION
209	ST. MARYS BAPTIST CHURCH
210	ST. MICHAEL SPECIAL SCHOOL
211	ST. PAUL BAPTIST CHURCH
212	ST. PAULS UNITED METHODIST CHURCH
213	ST. REST BAPTIST CHURCH
214	ST.ANSELM CATHOLIC CHURCH
215	ST.MARY PARISH LIBRARY
216	STARLIGHT BAPTIST CHURCH
217	STEEPLE CHASE BAPTIST CHURCH
218	STERLINGTON HOLINESS TABERNACLE
219	SUMMER GROVE BAPTIST ACADEMY
220	SUMMER GROVE BAPTIST CHURCH
221	SWEETWATER BAPTIST CHURCH
222	The Arc Of Iberia
223	THE CELL COMMUNITY SCHOOL & RESOURCE CENTER
224	THE CHURCH OF THE LIVING GOD
225	THE FULLER CENTER FOR HOUSING OF NWLA
226	THE HARVEST
227	THE HOUSE OF FAITH HOPE AND CHARITY
228	THE SALVATION ARMY
229	THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH
230	THE SPIRIT OF FREEDOM MINISTRIES
231	THE WAY OF HOLINESS APOSTOLIC CHURCH
232	TOTAL COMMUNITY ACTION, INC.
233	TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.
234	TRINITY BAPTIST CHURCH

**State Notice Addendum**

<b>Registered Nonprofit and Other in LA</b>	
235	Trinity Episcopal Church
236	TRINITY LUTHERAN CHURCH
237	TRINITY WORSHIP CENTER
238	Tulane Hillel
239	Union Community Action, Association
240	UNION COUNCIL ON AGING
241	UNION SPRINGS MBC
242	UNITECH TRAINING ACADEMY
243	UNITED AUTO WORKERS UNION
244	UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC
245	UNITED METHODIST HOPE MINISTRIES
246	UNITED WAY OF NORTHEAST LOUISIANA, INC.
247	UNITED WAY OF NW LOUISIANA
248	UNITY FOR THE HOMELESS, INC.
249	UNIVERSITY CHURCH OF CHRIST
250	UPWARD BOUND MINISTRIES, INC.
251	URBAN IMPACT MINISTRIES
252	VERMILION PARISH WATERWORKS DISTRICT NO.1
253	VERNON COMMUNITY ACTION COUNCIL, INC.
254	VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
255	WEST BATON ROUGE CHAMBER OF COMMERCE
256	WEST BATON ROUGE PARISH POLICE JURY
257	WEST BATON ROUGE S/O WORK RELEASE
258	WEST JEFFERSON MEDICAL CENTER
259	WILLIAMS MEMORIAL CME
260	WILLIS-KNIGHTON FEDERAL CREDIT UNION
261	WORD OF LIFE MINISTRIES
262	WORKFORCE INVESTMENT BOARD SDA-83
263	YMCA OF SHREVEPORT, LA
264	YOUNGSVILLE HOUSING AUTHORITY

<b>Registered Special/Independent in LA</b>	
1	BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
2	BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1
3	CAPITAL AREA LEGAL SERVICES CORP
4	LAFAYETTE AIRPORT COMMISSION
5	NEW ORLEANS REGIONAL BUSINESS PARK
6	POVERTY POINT RESERVOIR DISTRICT
7	ST. GEORGE FIRE PROTECTION DISTRICT NO.2
8	ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3
9	UNIVERSITY HOUSE@ACADIANA

<b>Registered State Agencies in LA</b>	
1	18TH JDC-ALVIN BATISTE, JR JUDGE
2	26 TH JUDICIAL COURT
3	26TH JUDICIAL DISTRICT PUBLIC DEFENDER
4	C.A.S.S.E.

**State Notice Addendum**

<b>Registered State Agencies in LA</b>	
5	COLUMBIA DEVELOPMENT CENTER
6	CONCEALED HANDGUN PERMIT UNIT
7	Covington Housing Authority
8	DEPARTMENT OF REVENUE/LOUISIANA
9	DEPT OF CULTURE RECREATION AND TOURISM
10	DHH-OFFICE OF PUBLIC HEALTH
11	ELAYN HUNT CORRECTIONAL CENTER
12	HAMMOND DEVELOPMENTAL CENTER
13	HOUMA-TERREBONNE HOUSING AUTHORITY
14	LA DEPT OF WILDLIFE AND FISHERIES
15	LA OFFICE OF STATE PARKS
16	LA RESEARCH PARK CORPORATION
17	LA SHERIFFS PENSION AND RELIEF FUND
18	LA. DIVISION OF ADMINISTRATION
19	LINCOLN COUNCIL ON THE AGING
20	Louisiana Board of Barbers Examiners
21	LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
22	LOUISIANA DEPARTMENT OF STATE
23	LOUISIANA HOUSING FINANCE AGENCY
24	LOUISIANA STATE GOV. BIDS
25	LOUISIANA TECH UNIVERSITY
26	LSU AGCENTER EXTENSION SERVICE OFFICE
27	METROPOLITAN DEVELOPMENTAL CENTER
28	MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER
29	Richland Parish Tax Assessors office
30	Ruston Housing Authority
31	SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE
32	THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM
33	VERNON WORKFORCE CENTER

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

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds from Fairfax County ("County") under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.

2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government, State of Virginia, and Fairfax County. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

**AVAILABILITY OF FUNDING**

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued with Fairfax County financed appropriations once the temporary federal funds are expended.

**BUY AMERICA REQUIREMENT**

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

**CONFLICTING REQUIREMENTS**

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with Fairfax County requirements, the Recovery Act requirements shall control.

**FALSE CLAIMS ACT**

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

**ENFORCEABILITY**

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, Fairfax County may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to Fairfax County under all applicable state and federal laws.

**INSPECTION OF RECORDS**

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

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

**JOB POSTING REQUIREMENTS**

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds on the State of Virginia website ([www.jobs.virginia.gov](http://www.jobs.virginia.gov)).

**PROHIBITION ON USE OF RECOVERY ACT FUNDS**

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

**REPORTING REQUIREMENTS**

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
  - i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
  - i. The name of the entity receiving the subaward;
  - ii. The amount of the subaward;
  - iii. The transaction type;
  - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - v. Program source;
  - vi. An award title descriptive of the purpose of each funding action;
  - vii. The location of the entity receiving the subaward;
  - viii. The primary location of the subaward, including the city, state, congressional district and country; and
  - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
  - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.

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

f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov).

**SEGREGATION OF FUNDS**

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

**SUBCONTRACTOR REQUIREMENTS**

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

**WAGE REQUIREMENTS**

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of Virginia are located at: <http://www.gpo.gov/davisbacon/VA.html>.

**WHISTLEBLOWER PROTECTION**

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds, including Fairfax County, and all contractors and grantees of Fairfax County, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

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

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:



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

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the University and be disposed of in accordance with University policy. The University, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as University deems necessary, Contractor shall permit University, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or University makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.