Proposed Services

Project:	**Fixed LPR System**	**Reference Quote:**	QUT5197023
Date:	August 9, 2018	**Quote Total:**	$613,220.59

Customer POC:	**UNICOM Government POC:**	**Work Site:**
Jose Gonzalez gonzo@mdpd.com	Cliff Golden (703) 502-2172 Cliff.Golden@unicomgov.com	Town Hall 6601 Main Street Miami Lakes, FL

Statement of Work:

Description of Work

UNICOM Government (UGI), in partnership with Vetted Security Solutions LLC (herein the "UGI Team"), will provide all fixed readers at the locations listed in the proposal. It is the requirement of the City of Miami Lakes to have 120VAC power at each pole identified during the site survey and provide a cellular line of service for each intersection.

Vigilant ALPR: Vigilant Services:Vigilant SSU&C of Field Equipment
Vigilant System Start Up & Commissioning of 'In Field' LPR system

- Vigilant certified technician to visit customer site
- Includes system start up, configuration and commissioning of LPR system
- Applies to 1 Mobile System or 1 Fixed Camera

Vigilant ALPR:Vigilant Services:Vigilant SSU&C of LEARN Account
Vigilant Start Up & Configuration of Hosted/Managed LEARN Server Account

- New client account setup via national LPR server
- Required for all hosted/managed LEARN client accounts

Vigilant ALPR:Vigilant Services:Vigilant Training
Vigilant End User Training for LPR Systems

- End user training for Vigilant products
  - Covers all client purchased applications
  - Includes classroom and field operation training
- Vigilant certified technician to visit site and perform one training class

Vigilant ALPR:Vigilant Installation Services: Fixed ALPR Installation
Installation of ALPR Enclosure

- Included Mounting of Camera Arms / Enclosure
- Includes tapping of existing power / fiber necessary for local power / connectivity (assumes power / connectivity is already at base of pole)

Wanco Trailer Training

Wanco End User Training for Public Safety Systems

- End user training for Wanco products
  - Covers all client purchased applications
  - Includes classroom and field operation training
- Wanco certified technician to visit site and perform one training class

Acceptance

All related products and equipment are deemed accepted upon delivery to the designated City of Miami Lakes location. The UGI Project Manager will supply a form upon completion for the signed acceptance of this project.

Project Management

UGI will monitor all aspects of the contract, from initiation of a task to final solution delivery, while maintaining open communication channels between City of Miami Lakes staff, management, and project personnel. The UGI Project Manager ("UGI PM") will work with project leads to ensure that the project is completed on-time with appropriate personnel. Using a work breakdown structure method to prepare and monitor task deliverables, the UGI PM will execute based on a current, detailed overview of the work requirements of the project's task areas at all times.

Proposed Services

Project Pricing

The project price is offered at a total of **$613,220.59**. Should any additional services be required for the scope within this proposal or that are outside of the scope of this proposal, City of Miami Lakes shall execute a Change Order according to the process listed below.

Product Pricing
The proposed products are provided for a total of *$568,827.40*. Please refer to attached quotes for the full break out of all products necessary to complete this project.

Services Pricing
The proposed professional services are provided on a firm fixed basis for a total of *$39,093.19*.

Travel Pricing
Costs for Travel and Other Direct Costs (ODCs) will be billed separately according to actual usage. The travel for the provided scope will not exceed *$5,300.00*.

Invoicing Schedule
UGI will invoice hardware/software/maintenance at the time the product is shipped to City of Miami Lakes. UGI will invoice City of Miami Lakes for the professional services outlined within this proposal on a monthly basis. City of Miami Lakes shall pay UGI within Net 30 days upon receipt of an invoice.

Payment Terms	Payments due Net 30	**Project Deliverables**	N/A
		Estimated Period of Performance	60-90 days after receipt of order

Technical/Pricing Assumptions:

- Work may be performed at the City of Miami Lakes site from 8:00A.M. to 5:00P.M, excluding all observed Federal holidays. Any required weekend or non-business hour work may require additional funding or may incur higher billable rates and must be coordinated through the UGI Team with a modification of this proposal prior to execution.

General Assumptions:

1. UGI assumes that all information contained within this proposal to be true and correct to the best of the knowledge of UGI and our Partners. Based on that assumption, pricing is being provided as per the requirements. If during the performance of this contract any discrepancies are identified, UGI may choose to accept the additional work or submit a change order proposal to the City of Miami Lakes. If after contract award the project schedule is delayed at any point due to reason beyond UGI's control, UGI reserves right to submit a request for additional compensation for delay of performance. This may include additional travel dollars or professional services hours.
2. This proposal is valid for a period of 30 days from receipt of proposal and is limited to the scope of work as defined above.
3. Each deliverable shall be presumed accepted ten (10) days after receipt by the COR, unless the COR otherwise notifies UGI of nonconformance.
4. UGI's request for resources and/or meetings will be acknowledged by an authorized representative of City of Miami Lakes to include an estimate of time required to make available the requested resources should resources be required. UGI will be afforded access to appropriate resources within the Customer's facilities, including, but not limited to: related employees/vendors/ developers/consultants, appropriate work space, hardware, software, and network connections.
5. Any enhancements to, or modifications of, any software or hardware utilized in the support of the "Project" not covered in this proposal will be negotiated as a separate price.
6. In the event of termination of this proposal prior to completion of UGI's services, for any reason whatsoever, and notwithstanding which Party terminates, Customer agrees to pay UGI: (i) for all UGI Services performed by UGI or its subcontractors in accordance with the proposal invoiced and/or to be invoiced but to date unpaid (fees, expenses, milestone payments), up to the effective date of termination. Customer must provide a written Notice of Termination to UGI.
7. Please be advised that only a UGI Contract Manager has the authority to negotiate changes to price, performance, deliverables, schedules, specifications, or terms outlined in this proposal.
8. Personnel Security Requirements: Upon award, DD254 documentation, if required, should be forwarded to the UGI Facility Security Office. All other clearance documentation or requests can also be forwarded to the Facility Security Office.
   Email: FSO@unicomgov.com
   Address: 15010 Conference Center Drive
   Suite 110
   Chantilly, VA 20151
   Attn: Facility Security Office
   Telephone: 336-605-6246

UNICOM Government, Inc.
Sales Quotation

15010 Conference Center Drive, Suite 110
Chantilly, VA 20151
1-800-999-4874
www.unicomgov.com

To:
MIAMI LAKES
6601 Main Street
Miami Lakes
FL 33014 USA

Reference No:
Proposal No: 18-18016
Govt. Contract # : 4400006645
Ship Via: GROUND
CUSTOMER #: 00001907

Quotation #: QUT5197023
Date: 15-AUG-2018
Sales Rep.: KRESSA STEWART
Phone: 423/368-5978
Kressa.Stewart@unicomgov.com

****ALERT** if you need a new EFT form completed, please contact your billing representative, identified on the bottom right. Please contact your sales representative for more information.**

LINE#	UNICOM P/N / CLIN	Manufacturer / Mfg P/N	Item Description / Contract Vehicle	Unit Price	Quantity	Extended Price
001	844346	VIGILANT SOLUTIONS	VIGILANT ALPR:FIXED ALPR FIVE CAMERA ENCLOSURE FIXED LPR ENCLOSURE PACKAGE W/ 5 CAMERAS)	$50,481.85	3	$151,445.55
		1203-A	4400006645			
002	844348	VIGILANT SOLUTIONS	VIGILANT ALPR:FIXED ALPR DUAL CAMERA ENCLOSURE FIXED LPR ENCLOSURE PACKAGE W/ 2 CAMERAS)	$23,665.25	4	$94,661.00
		1203-B	4400006645			
003	844347	VIGILANT SOLUTIONS	VIGILANT ALPR:VIGILANT BRIDGE LPR ENCLOSURE 2 CAMERA	$21,416.77	3	$64,250.31
		1203-C	4400006645			
004	844349	VIGILANT SOLUTIONS	FIXED ALPR BRIDGE BOX THREE CAMERA	$30,410.68	1	$30,410.68
		1203-D	4400006645			
005	844350	VIGILANT SOLUTIONS	VIGILANT ALPR:VIGILANT CLK FEES:CLK TIER 3 VSBSCSVC-03	$421.59	32	$13,490.88
		1203-E	4400006645			
006	844701	VIGILANT SOLUTIONS	VIGILANT ALPR:LPR MESSAGE BOARD TRAILER (WANCO) MOBILE VMS / LPR TRAILER 2-CAMERA SYSTEM	$53,189.08	1	$53,189.08
		1220-A	4400006645			
007	844703	VIGILANT SOLUTIONS	VIGILANT ALPR:LPR SPEED TRAILER (WANCO) MOBILE LPR TRAILER 2-CAMERA SYSTEM	$41,860.20	2	$83,720.40
		1220-B	4400006645			
008	844702	VIGILANT SOLUTIONS	VIGILANT ALPR:VIGILANT CLK FEES:CLK TIER 1 VSBSCSVC-01 VIGILANT LPR BASIC SERVICE PACKAGE FOR HOSTED/MANAGED LPR DEPLOYMENTS	$594.77	6	$3,568.62
		1220-C	4400006645			

This quotation is submitted in confidence and contains trade secrets or confidential commercial and financial information exempt from disclosure by exemption 3 and 4 of the Freedom of Information Act (FOIA) and the Trade Secrets Act. 5 U.S.C.A. Section 552(b)(3) and (4). 18 U.S.C.A.Section 1905.
Do not copy or distribute any portion of this quotation to others without notification to the Seller pursuant to executive order 12600.

009	844704	VIGILANT SOLUTIONS	VIGILANT ALPR:VIGILANT SHIPPING:WANCO TRAILER DELIVERY - DELIVERY OF 1 LPR TRAILER TO AGENCY	$0.00	3	$0.00
		1220-D	4400006645			
010	844699	VIGILANT SOLUTIONS	VIGILANT WARRANTY:ENCLOSURE WARRANTY 5 YEAR, LPR ENCLOSURE ? EXTENDED WARRANTY	$6,174.24	12	$74,090.88
		1146-A	4400006645			
011	844698	VIGILANT SOLUTIONS	4 YEAR EXTENDED WARRANTY ALPR TRAILER, LPR TRAILER ? EXTENDED WARRANTY	$0.00	3	$0.00
		1146-B	4400006645			
012	844299	UNICOMGOV NETWORK SERVICES	FIXED LPR SYSTEM - INSTALLATION/CONFIGURATION/TRAINING	$39,093.19	1	$39,093.19
		4059203	4400006645			
013	844300	UNICOMGOV NETWORK SERVICES	FIXED LPR SYSTEM - TRAVEL & EXPENSES	$5,300.00	1	$5,300.00
		4059204	4400006645			

SUBTOTALS :	$613,220.59
TAX :	$0.00
TOTAL :	$613,220.59

FINANCING OPTIONS AVAILABLE:
This purchase may also be available for lease or financing. Rates shown are provided for the purpose of customer discussion only, and are contingent upon completion of Contracts, Credit Approval and Management Approval. Payment Plans are subject to FAR Part 32.703.3(B), Availability of Funds.

Financing Option:

3 Annual Payments:	$229,833.85
OR	
36 Monthly Payments:	$20,661.85

For more information please call the UNICOM Government Financial Services group at 1-888-395-4874, e-mail financial.services@unicomgov.com or check our website at https://www.unicomgov.com/services/financial-serv/

******** ATTENTION CONTRACTING ********

Unless otherwise specified within this quote or agreed to by the Seller in writing, full payment for order is due within 30 days of receipt of equipment or services.

Items marked **NSO (Not Separately Orderable) may be considered a configurable option of an end product and end product country of origin would apply.**

*** When purchasing any software or related services, your order is subject to your acceptance of any specific end user terms and conditions (to include licensing terms) required by the manufacturer.**

*** The prices in this quote are valid for 30 calendar days following the Quotation date.**
*** This quote is only valid in its entirety and POs placed for partial items in a quote may be rejected.**
*** All orders are subject to availability.**
*** Any quotes containing items with Part Numbers SKU TBD or 000-000 are considered budgetary quotes with estimated prices, which are not binding. Please contact your Sales Representative for an updated and final quote before placing an order.**
*** Unless otherwise stated, pricing shown for maintenance/support requires payment in full within 30 days of the invoice date.**
*** All orders are subject to Return Policy: http://shop.unicomgov.com/services/returnpolicy.aspx**

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Do not copy or distribute any portion of this quotation to others without notification to the Seller pursuant to executive order 12600.

*** Electronic and information technology (EIT) listed on this quotation shall be capable, at the time of its delivery, when used in accordance with the contractor's associated documents, and other written information provided to the government, of providing comparable access to individuals with disabilities consistent with the terms and conditions applicable to this contract at the time of award, provided that any assistive technologies used with the listed EIT properly interoperates with it and other assistive technologies.**

ACH or Electronic Funds Transfer (EFT)

Silicon Valley Bank
Santa Clara , CA
ABA/ROUTING # 121140399
ACCOUNT # 3301049480

Payment by Check

UNICOM Government, Inc.
15010 Conference Center Drive, Suite 110
Chantilly , VA - 20151
Chantilly , VA - 20151

For questions related to ACH enrollment or EFT, please contact Joni Goodwin
By FAX 703/463-5040
By Email joni.goodwin@unicomgov.com

TO ENABLE FASTER DELIVERY,PLEASE INCLUDE THE FOLLOWING STATEMENT ON YOUR PURCHASE ORDER: "PARTIAL SHIPMENT AND PAYMENT AUTHORIZED". THIS ALLOWS US TO DROP SHIP ITEMS DIRECTLY TO THE SHIP TO LOCATION, AS WELL AS DELIVER THE ITEMS WE HAVE IN STOCK, AS SOON AS POSSIBLE.

Please reference the following on your purchase order:

Quote # QUT5197023 **Contract #** 4400006645

Payment Terms : Due in 30 Days
(Pending Credit Approval)

Duns #: 10793-9357
Tax ID #: 54-1248422
CAGE Code: 8Y261

This quotation is submitted in confidence and contains trade secrets or confidential commercial and financial information exempt from disclosure by exemption 3 and 4 of the Freedom of Information Act (FOIA) and the Trade Secrets Act. 5 U.S.C.A. Section 552(b)(3) and (4). 18 U.S.C.A.Section 1905.
Do not copy or distribute any portion of this quotation to others without notification to the Seller pursuant to executive order 12600.

County of Fairfax, Virginia

AMENDMENT

Date: JUL 2 3 2018

AMENDMENT NO. 3

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
UNICOM Government, Inc. 15010 Conference Center Drive Suite 110 Chantilly, VA 20151	1000012010	4400006645

By mutual agreement, the above contract is amended as follows:

1. To change the contractor's address as summarized below:

	Original Contractor Information	New Contractor Information
Address:	2553 Dulles View Drive	15010 Conference Center Drive
	Suite 100	Suite 110
	Herndon, VA 20171-5219	Chantilly, VA 20151

2. To renew for two (2) years, effective May 1, 2019 through April 30, 2021.

All other terms and conditions remain the same.

ACCEPTANCE:

BY: K. Edward Newkirk (Signature)

cn=K. Edward Newkirk, o=UNICOM Government, Inc., ou=Vice President and Corporate Counsel, email=ed.newkirk@unicomgov.com, c=US

Vice President and Corporate Counsel (Title)

K. Edward Newkirk (Printed)

7/6/2018 (Date)

Cathy A. Muse

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Melanie Quinn/e
Tyler McCall – tmccall@uscommunities.org
U. S. Communities –Scott Wilson swilson@uscommunities.org

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

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

County of Fairfax, Virginia

AMENDMENT

Date: SEP 2 2 2016

AMENDMENT NO. 2

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Unicom Government, Inc. 2553 Dulles View Drive Suite 100 Herndon, VA 20171-5219	1000012010	4400006645

Contract 4400006645 is amended to add not-to-exceed labor rates for overtime/after hours for the labor categories as per the attached Pricing Schedule. Overtime/After Hours represent any hours outside normal business hours, Monday - Friday; 8:00a.m. - 5:00p.m.

All other prices, terms and conditions remain the same.

Steve Pierson, CPPB
Contracts Manager

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Ron Shoram/e
DIT – Tonya Mills/e
Tyler McCall – tmccall@uscommunities.org

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

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

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	**Proposed Overtime/After hours Rate**
Audio Visual / Communications Member of Technical Staff	Responsible for completing assigned tasks involving projects or proposals, including the development of engineered solutions from specifications, a scope of work, illustration or other communications. Mentors work of all members of the technical staff who may be assigned to a project. The mentoring function includes training, assisting with project tasks, giving direction and guidance, and shall be limited to areas of engineering and tasking.	Engineering or Related Degree with Engineering Experience: • MA/MS - <1 year • BA/BS - 2 years	$88.14	**$132.21**
Audio Visual / Communications Principal Member of Technical Staff	Responsible for completing assigned tasks involving projects or proposals. Mentors the work of all members of the technical staff, including training, assisting with project tasks, giving direction and guidance, and facilitating assignments. Mentoring shall be limited to areas of engineering and tasking.	Engineering or Related Degree, with Engineering Experience and experience mentoring technical personnel: • MA/MS - 3 years with1 mentoring • BA/BS - 5 years with 1 mentoring • HS/GED - 10 years with 2 mentoring	$97.24	**$145.86**
Audio Visual / Communications Project Manager Level 1	Provides technical and administrative assistance to senior leader of AV / Communications department and project management staff. Assists project management staff by developing and maintaining budget and forecast information, developing and maintaining a system for workload tracking/forecasting, assisting with the development and submission of proposals, performing special studies and assignments as directed, working with experienced PMs to learn project management processes and tools.	Project Management or related discipline: • BS - <1 year • HS/GED - 5 years	$56.48	**$84.72**

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	**Proposed Overtime/After hours Rate**
Audio Visual / Communications Project Manager Level 2	Responsible for cradle-to-grave management of assigned projects. Serves as customer point of contact, performs site surveys and develops installation and manpower schedules, oversees operation of video teleconferencing, unified communications and audiovisual projects, prepares and submits purchase requisitions, material inspection and receiving reports/DD250s. Supervises technical installation kickoff meetings with engineering and technician teams, purchasing and quality assurance manager. Negotiates scope and contract value with subcontractors. Prepares and submits proposals for requirement and installation projects.	Project Management: • MA/MS - <1 year • BA/BS - 2 years • HS/GED - 7 years	$75.75	**$113.63**
Audio Visual / Communications Project Manager Level 3	Responsible for cradle-to-grave management of assigned projects. Serves as customer point of contact, performs site surveys and develops installation and manpower schedules, oversees operation of video teleconferencing unified communications and audiovisual projects, prepares and submits purchase requisitions, material inspection and receiving reports/DD250s. Supervises technical and operating teams, purchasing and quality assurance manager. Negotiates scope and contract value with subcontractors. Prepares and submits proposals for equipment and installation projects.	Project Management, with at least 1 year mentoring project management personnel: • BA/BS - 5 years • MA/MS - 3 years	$84.93	**$127.40**
Audio Visual / Communications Senior Project Manager	Responsible for cradle-to-grave management of assigned projects. Serves as customer point of contact, performs site surveys and develops installation and manpower schedules, oversees operation of video teleconferencing unified communications and audiovisual projects, prepares and submits purchase requisitions, material inspection and receiving reports/DD250s. Supervises technical and operating teams, prepares and chairs installation kickoff meeting with technical and operation teams, purchasing and quality assurance manager. Negotiates scope and contract value with subcontractors, and prepares and submits proposals for equipment and installation projects.	Project Management, with supervisory experience: • MA/MS - 7 years, 3 supervisory • BA/BS - 9 years, 3 supervisory • HS/GED - 14 years, 4 supervisory	$114.45	**$171.68**

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	**Proposed Overtime/After hours Rate**
Audio Visual / Communications Technician 1	Responsible for installing, maintaining and repairing high-end video teleconferencing, audio, and other telecommunications equipment	AV/Communications or related discipline: • HS/Vocational - <1 year	$42.28	**$63.42**
Audio Visual / Communications Technician 2	Responsible for installing, maintaining, and repairing high-end video teleconferencing, audio, and other telecommunications equipment. Possesses the capacity to oversee the work of other technicians.	AV/Communications or related discipline: • Technical School (Electronics or Computers) - 1 year • HS/Vocational - 3 years	$65.57	**$98.36**
Audio Visual / Communications Technician 3	Responsible for installing, maintaining, and repairing high-end video teleconferencing, audio, and other telecommunications equipment. Possesses the capacity to oversee the work of other technicians and serve as lead site installation technician.	AV/Communications or related discipline: • Technical School (Electronics or Computers) - 3 years • HS/Vocational - 9 years	$74.64	**$111.96**
CAD Operator	Performs administrative and drafting duties including creation, modification and maintenance/storage of CAD files for all jobs, and development and maintenance of CAD standards.	CAD Operation: • AA/Technical School - 1 year • HS/GED - 3 years	$53.86	**$80.79**

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	**Proposed Overtime/After hours Rate**
Network Engineer I	Provides design, analysis, and troubleshooting of IP-driven networks, systems and applications. Performs network assessments and QoS studies. Reviews and recommends improvements.	Design, development, and implementation of communication networks and network solutions integration: • MA/MS - 1 year • BA/BS - 3 years • AS - 5 years • HS/GED - 7 years	$115.93	**$173.90**
Network Engineer II	Provides research, development and proof of concept for customer solutions. Participates in the design, assessment, analysis, and troubleshooting of IP-driven networks, systems and applications. Performs network assessments and QoS studies. Reviews and recommends improvements.	Design, development, and implementation of communication networks and network solutions integration, with demonstrated proficiency with administrative tools and applications: • PhD - 1 year • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years	$145.19	**$217.79**

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	**Proposed Overtime/After hours Rate**
Network Engineer III	Leads moderately complex research, development and proof of concept for customer solutions. Develops innovative and advanced IT solutions. Participates when required in the design, assessment, analysis, and troubleshooting of IP-driven networks, systems and applications for customers. Performs network assessment work and QoS studies. Reviews and recommends improvements.	Experience designing, developing, and implementing communication networks and integrating network solutions, with demonstrated proficiency with administrative tools and applications: • PhD - 3 years • MA/MS - 5 years • BA/BS - 7 years • AS - 9 years • HS/GED - 11 years	$202.59	**$303.89**
Physical Security Engineer I	Performs security services in one or more specialized security areas while applying incident management, problem solving, and task management. Develops cross-functional system designs and performance requirements. Prepares technical specifications and actively participates in system design. Provides installation, maintenance, and testing of electronic systems and/or equipment. Develops and maintains blueprints and drawings for system designs. Provides analytical research and technical support to projects. Produces finished documentation such as reports, special studies, policy and procedures, security designs, training programs, and vulnerability and needs assessments.	Networks and security related disciplines in multiple cross-functional system designs: • PhD - 2 years • MA/MS - 4 years • BA/BS - 6 years • AS - 8 years • HS/GED - 10 years	$191.34	**$287.01**

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	**Proposed Overtime/After hours Rate**
Physical Security Engineer II	Performs and/or manages security services in one or more specialized security areas while applying incident management, problem solving, and task management. Develops cross-functional system designs and performance requirements. Prepares technical specifications and actively participates in system design. Coordinates and supports the installation, maintenance, and testing of electronic systems and/or equipment. Leads design and project control meetings. Develops and maintains blueprints and drawings for system designs. Provides analytical research and technical support to projects. Produces finished documentation such as reports, special studies, policy and procedures, security designs, training programs, and vulnerability and needs assessments.	Experience with networks and security related disciplines in multiple cross-functional system design: • PhD - 4 years • MA/MS - 6 years • BA/BS - 8 years • AS - 10 years • HS/GED - 12 years	$258.87	**$388.31**
Physical Security Specialist I	Performs general security services while applying incident management, problem solving, and task management. Applies basic research techniques in support of system design efforts. Understands system function and performance requirements, and technical specifications and dependencies within the system design. Performs and supports the installation, configuration, maintenance, and testing of electronic systems and/or equipment. Usually under the direct supervision of senior level staff.	Basic security related disciplines and ability to apply research techniques, performance requirements, and technical specifications: • MA/MS - 1 Year • BA/BS - 3 Years • AS - 5 years • HS/GED - 7 years	$137.31	**$205.97**

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	**Proposed Overtime/After hours Rate**
Program Manager Level I	Typically manages the performance of projects with minimal complexity that may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include engineering, systems analysis, acquisition management, quality control, administration, etc. Leads a technical team by instructing, directing, and checking the work of other team members. Responsible for the quality assurance review and evaluation of program deliverables.	Managing multiple, moderately complex projects, with demonstrated proficiency in managing development, marketing, communication, application, quality, and resource allocation within client requirements: • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years	$236.36	**$354.54**
Program Manager Level II	Typically manages the performance of multiple projects with moderate complexity that may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include engineering, systems analysis, acquisition management, quality control, administration, etc. Leads a technical team by instructing, directing, and checking the work of other team members. Responsible for the quality assurance review and evaluation of program deliverables.	Managing multiple, moderately complex projects, with demonstrated proficiency in managing development, marketing, communication, application, quality, and resource allocation within client requirements: • PhD - 4 years • MA/MS - 6 years • BA/BS - 8 years • AS - 8 years • HS/GED - 9 years	$247.61	**$371.42**

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	**Proposed Overtime/After hours Rate**
Project Manager Level I	Responsible for successful project implementation, monitoring and completion. Assigns and directs project personnel; and serves as primary technical point of interface with Government and/or Client management/technical personnel. Performs formal and informal project status/quality reviews, and reports on the financial, management and technical requirements. Reviews and has final approval of project deliverables prior to client delivery. Typically under the general oversight of a higher level of management for mentorship and guidance.	Performing project oversight to include but not limited to status reviews, budgeting, personnel management, technical requirement management, and schedule management, with management oversight by higher management: • MA/MS - 1 year • BA/BS - 3 years • AS - 5 years • HS/GED - 7 years	$191.34	**$287.01**
Project Manager Level II	Responsible for successful project implementation, monitoring and completion. Assigns and directs project personnel; and serves as primary technical point of interface with Government and/or Client management/technical personnel. Provides a significant level of competence to any technology project they support. Performs formal and informal project status/quality reviews, and reports on the financial, management and technical requirements. Reviews and has final approval of project deliverables prior to client delivery.	Project Management Professional (PMP) certification required. Performing project oversight to include but not limited to status reviews, budgeting, personnel management, technical requirement management, and schedule management: • PhD - 1 Year • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years	$213.85	**$320.78**

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	**Proposed Overtime/After hours Rate**
Systems Engineer I	Performs general systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Develops and applies standard methods, theories and research techniques in the investigation and solution of COTS software applications. Specialized experience includes analysis, design or maintenance of software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems.	Networking techniques, COTS software systems, operating systems, and server architectures: • AS - 2 years • HS/GED - 4 years	$121.55	**$182.33**
Systems Engineer II	Performs general systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Assists with the implementation and rollout of solutions. Develops and applies standard methods, theories and research techniques in the investigation and solution of COTS software applications. Specialized experience includes analysis, design or maintenance of software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems. May provide supervision to subordinate staff and project team.	Client/server architecture, networking techniques, protocols, and databases: • BA/BS- 2 years • AS - 4 years • HS/GED - 6 years	$151.94	**$227.91**

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	**Proposed Overtime/After hours Rate**
Systems Engineer III	Performs moderately complex systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Coordinates with the client to determine requirements to support specific business functions. Provides training on enhancements, maintenance and operation of systems. Manages or assists with the implementation and rollout of solutions. Develops and applies advanced methods, theories and research techniques in the investigation and solution of moderately complex software applications. Specialized experience includes analysis, design or maintenance of complex software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems. May provide supervision to subordinate staff and project team.	Advanced design and maintenance of complex software systems, client/server architecture, networking techniques, protocols, operating systems, and databases: • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years	$208.22	**$312.33**
Unified Communications Engineer I	Performs assessments of existing infrastructures and develops detailed network designs. Possesses an understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. Typically works as part of an engineering team tasked with providing unified communications solutions.	VoIP industry networking products and protocols, with demonstrated proficiency in troubleshooting and resolving problems of a moderate scope: • BA/BS - 2 years • AS - 4 years • HS/GED - 6 years	$132.81	**$199.22**

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	**Proposed Overtime/After hours Rate**
Unified Communications Engineer II	Architects, designs and manages the implementation of the Unified Communications solution. Analyzes requirements, identifies gaps and executes the design phase of the project. Performs assessments of existing infrastructures and develops detailed network designs. Possesses a deep understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. May provide management oversight for subordinates.	VoIP industry networking products and protocols, with demonstrated proficiency in troubleshooting and resolving problems of a moderate scope: • PhD - 2 Years • MA/MS - 4 Years • BA/BS- 6 Years • AS- 8 Years • HS/GED- 10 years	$145.19	**$217.79**
Unified Communications Engineer III	Architects, designs and manages the implementation of the Unified Communications solution. Analyzes requirements, identifies gaps and executes the design phase of the project. Performs assessments of existing infrastructures and develops detailed network designs. Possesses a deep understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. Usually is the primary point of contact for the client technical team. Provide management oversight for subordinates.	VoIP industry networking products and protocols, with demonstrated proficiency in troubleshooting and resolving problems of a complex and broad scope, applying analytical skills and technical knowledge to design a unified communication solution: • PhD - 6 years • MA/MS - 8 years • BA/BS - 10 years • AS - 12 years • HS/GED - 14 years	$208.22	**$312.33**

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	**Proposed Overtime/After hours Rate**
Virtualization Engineer I	Plans, develops and coordinates the operations and maintenance of current and future virtual frames. Troubleshoots applications, operating systems, server hardware, network communications and storage communication problems within the virtual frame. Provides operations and maintenance support to virtual frames across various network and systems within the enterprise.	Networking and enterprise storage technologies, with demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies: • PhD - 2 years • MA/MS - 4 years • BA/BS - 6 years • AS - 8 years • HS/GED - 10 years	$142.94	**$214.41**
Virtualization Engineer II	Designs detailed architecture of the virtualization solutions as well as overseeing and participating in the implementation of the configuration. May be responsible for supervision of virtualization teams and providing technical direction to support staff. Plans, develops and coordinates the operations and maintenance of current and future virtual frames. Troubleshoots applications, operating systems, server hardware, network communications and storage communication problems within the virtual frame. Provides operations and maintenance support to virtual frames across various network and systems within the enterprise.	Networking and enterprise storage technologies, with demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies: • PhD - 4 years • MA/MS - 6 years • BA/BS - 8 years • AS - 10 years • HS/GED - 12 years	$180.08	**$270.12**

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	**Proposed Overtime/After hours Rate**
Virtualization Engineer III	Responsible for virtualization services solutions development, planning and execution, including management of virtualization teams that plan, develop and coordinate the operations and maintenance of existing and future virtual frames. Considered a virtualization expert, manages the company's virtualization services and is responsible for all virtualization consulting resources. Provides daily supervision and direction to support staff, and is the primary interface with Government/Client technical representatives.	Networking and enterprise storage technologies, with demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies: • PhD - 6 years • MA/MS - 8 years • BA/BS - 10 years • AS - 12 years • HS/GED - 14 years	$264.49	**$396.74**

County of Fairfax, Virginia

AMENDMENT

Date: MAY 2 3 2016

AMENDMENT NO. 1

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Unicom Government, Inc. 2553 Dulles View Drive Suite 100 Herndon, VA 20171-5219	1000012010	4400006645

Contract 4400006645 is amended to incorporate the attached sample Master Equipment Lease Agreement (MELA).

All other terms, and conditions remain the same.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB
Contracts Manager

DISTRIBUTION

Finance – Accounts Payable/e
DIT – Ron Shoram/e
DIT – Tonya Mills/e
Matt East - meast@uscommunities.org

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

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

BETWEEN:	UNICOM Government, Inc. (the "Lessor") 2553 Dulles View Drive, Suite 100 Herndon, VA 20171
AND:	Fairfax County, VA (the "Lessee") 12000 Government Center Parkway Fairfax, VA 22030
DATED:	May ____, 2016

ARTICLE I

1.01 **Definitions**. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.

"Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Value. Lessor shall provide Lessee with an appraisal amount based upon the assumptions specified in the definition of Fair Market Value that will be determined by an appraiser of Lessor's choosing.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Non-appropriation" is defined in Section 6.05.

"Event of Default" is defined in Section 13.01.

"Fair Market Value" or "FMV" shall mean the value of each Item of Property for use, unless otherwise specified herein as determined between Lessor and Lessee, or, if Lessor and Lessee are unable to agree, pursuant to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase). In determining the Fair Market Value of the Property, such Fair Market Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.

"Governmental Authority" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Agreement" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder. For the purposes of this Master Lease Agreement, this contract shall be Fairfax County Contract # 4400006645, unless otherwise agreed to in an individual Property Schedule.

"Purchasing Agent" means the county representative employed by the Board of Supervisors of Fairfax County, Virginia. The Purchasing Agent has the sole responsibility and authority for negotiating, placing, and when necessary modifying every solicitation, contract, and purchase order issued by the County of Fairfax.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the yearly appropriation of payments for a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year and Purchase Agreement.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property is being acquired for lease hereunder and may include the lessor

ARTICLE II

2.01 **Property Schedules Separate Leases.** Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Non-appropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Non-appropriation has also occurred under such other Property Schedules, unless otherwise permitted by applicable law.

ARTICLE III

3.01 **Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder. .The Purchasing Agent, as defined in the Fairfax County Purchasing Resolution, shall have the authority to enter into such agreements, as outlined and detailed in the Fairfax County Purchasing Resolution.

(d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.

(e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be reasonably requested by Lessor. Proof of appropriation shall be based on the Fairfax County Purchasing Resolution, Article One, Section Two, Subsection C which states that the County Purchasing Agent may also act as purchasing agent for the Northern Virginia Workforce Investment Board (NVWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to $100,000 and the NVWIB shall have the authority to approve all contract awards that exceed $100,000.

(f) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

4.01 **Lease of Property**. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 **Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 **Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. Any taxes, including but not limited to sales and property taxes, associated with the ownership of the Property, shall be included within the payment amounts of each Property Schedule. If the tax rates increase during the term of a given Property Schedule, Lessee will be notified of said increase and make the determination if funding has been appropriated. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement. The parties acknowledged that Fairfax County is a political subdivision of the Commonwealth of Virginia and is exempt from many tax obligations. In no event shall any Property Schedule reflect payments for taxes that are not properly owed by Fairfax County.

ARTICLE V

5.01 **Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 **Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property with ten (10) business days notice to Lessee.

ARTICLE VI

6.01 **Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 **Payment of Rental Payments.** Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. All invoices shall contain the contract number and the applicable payment amounts due. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule, in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments that are more than 10 days past due.

6.03 **Rental Payments to be Unconditional.** SUBJECT TO SECTION 6.05 AND PARAGRAPH 48 OF THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE *PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.* THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.04 **Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that any Rental Payments due under the Property Schedules have been budgeted based on the Fairfax County Purchasing Resolution, Article One, Section Two, Subset C which states that the County Purchasing Agent may also act as purchasing agent for the Northern Virginia Workforce Investment Board (NVWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to $100,000 and the NVWIB shall have the authority to approve all contract awards that exceed $100,000. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate

6.05 **Non-Appropriation.** If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such non-appropriation (an "Event of Non-appropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deinstall and package the Property under said Property Schedule and make available to Lessor so that they may pick up said Property. If Lessee fails to deinstall, package, and make the Property available to Lessor upon termination of said Property Schedule by reason of an Event of Non-appropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to make said Equipment available to Lessor and for any other loss suffered by Lessor as a result of Lessee's failure to make said Equipment available to Lessor as required. Lessee shall notify Lessor in writing within fifteen (15) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ARTICLE VII

7.01 **Title to and Location of Property**: Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, will take reasonable efforts to protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

7.02. **Tax Benefits**: Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties to the extent permitted by applicable law, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless

7.03 **Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.04 **Financing, Security Interest**:

(a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions (excluding any software, memory and any other such items purchased separately from the leased equipment), attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.

(b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.

7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The Lessee's Rental Payments shall include all applicable taxes. To the extent permitted by applicable law, Lessee shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Agreement imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other dispossession thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee).

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above, subject to the approval of Lessor.

8.04 Advances. Lessee agrees to keep all Equipment covered by insurance during the lease term. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor.

ARTICLE IX

9.01 Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 hereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property. In lieu of replacement, repair, restoration, modification or improvement of the Property, Lessee may elect to pay to Lessor, or its assign, an amount equal to the remaining balance of payments under the lease plus the Fair Market Value of the Property. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED.RELATED TO THE EQUIPMENT, INCLUDING THE STATE OF TITLE; AND LESSOR HAS EXPRESSLY MADE NO WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF LATENT OR OTHER DEFECTS OF THE EQUIPMENT AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules. The Lessee shall be entitled to the benefit of any applicable manufacturer's warranties and rights, including rights and warranties that it may have under the agreement with the Equipment Vendor.

10.02 Supplier's Warranties. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, as defined in the Purchase Agreement, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property."

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property. Lessee shall notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, (except software memory and any other such items purchased separately from the leased equipment) modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Extension Terms. So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following extension options at the expiration of the Lease Term, or any Extension Term, to: (i) renew this Lease on a Monthly basis at the same Rental Payments payable at the expiration of the Lease Term; or (ii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (i) above, If Lessee fails to deinstall, package, and make the Property available to Lessor at such time agreed upon by Lessee and Lessor, Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the agreed upon date of original return during which the Lessee fails to deliver possession.

11.02 Nature of Transaction; True Lease. (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

(b) Notwithstanding the express intent of Lessor and Lessee that the Property Schedules constitute a true lease and not a sale of Property, should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the Property and all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

(c) Personal Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor.

11.03 **Return of Property**. Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, Lessee, at its sole expense, shall deinstall, package, and make available the Property to Lessor's carrier. Lessee agrees that the Property, when picked up by Lessor, shall be in the condition required by Section 8.01 hereof. All components of the Property shall contain no damage, excluding normal wear and tear, and must be in working order. In the event title to the Equipment reverts back to Lessor, Lessee, at its own expense will remove all alterations, additions and attachments and repair the Equipment as necessary so as to return the Equipment to the condition in which it was furnished, reasonable wear and tear expected. If Lessee fails to return any Property as required hereunder, then, all of Lessee's obligations under this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ARTICLE XII

12.01 **Assignment by Lessor**. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 **Property Schedules Separate Financings**. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 **Assignment and Subleasing by Lessee**. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR WHICH SHALL NOT BE UNREASONABLY WITHHELD, WHICH SHALL BE DEPENDANT UPON THE CREDIT RATING OF SUCH THIRD PARTY. THE CREDIT RATING MUST BE DEEMED THE SAME OR BETTER THAN THE LESSEE'S CREDIT RATING AT THE INCEPTION OF THE LEASE..

ARTICLE XIII

13.01 **Events of Default Defined**. Any of the following shall constitute an "Event of Default" under a Property Schedule:

(a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation made by the Parties in or pursuant to the Property Schedule or its execution, delivery or performance proven to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: 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.

13.02 **Remedies on Default**. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Declare the entire amount of unpaid Rental Payments under the appropriate Property Schedule for the current fiscal year and for any delinquent payments from a prior year to be immediately due and payable, without further notice.

(b) (i) Sell any Property at public or private sale; (ii) hold, keep idle or lease to others any Property under the Property Schedule; (iii) by notice in writing to Lessee, cancel or terminate the Property Schedule, without prejudice to any other remedies hereunder; (iv) demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith deinstall, package, and make all Property available to Lessor in the manner and condition required by Section 11.03 hereof, provided, however, that Lessee shall remain and be liable to Lessor for any amounts provided for herein or other damages resulting from the Property not being in the condition required by Section 11.03, and otherwise in accordance with all of the provisions of this Agreement, except those provisions relating to periods of notice; (v) enter upon the premises of Lessee or other premises where any Property may be located and, with five (5) days notice to Lessee and with or without legal process, take possession of and remove all or any such Property without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of this Agreement unless Lessor notifies Lessee in writing to such effect;

(c) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIV

14.01 **Notices**. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 **Further Assurances**. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.03 **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.04 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 **Waiver of Jury Trials.** Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof. Lessor and Lessee agree that any trial shall be in the form of a bench trial.

14.06 **Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 **Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.08 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, unless otherwise agreed to in an individual Property Schedule.

14.09 **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: UNICOM Government, Inc.
By:
Name:
Title:

Lessee: Fairfax County, VA
By:
Name:
Title:

Attest:
By:
Name:
Title:

Property Schedule No. 1

Master Equipment Lease Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Equipment Lease Agreement (the "Master Agreement"), dated as of _____, between UNICOM GOVERNMENT, INC. and

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.

2. Commencement Date. The Commencement Date for this Property Schedule is 30 days after Equipment is Accepted by Lessee.

3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1. If the Rental Payment Dates are not defined in the Rental Payment Schedule, they shall be defined as the First day of each Month of the Rental Payment Schedule commencing with the first full month following the Acceptance Date.

4. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 2.

5. Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 3.

6. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 4.

7. Essential Use. The Essential Use is attached as Exhibit 5.

8. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by _____.

9. Notice. Lessee is entitled under Article 2A of the Universal Commercial Code to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.05 of the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO. SUPPLIER WARRANTIES CAN BE FOUND IN THE APPLICABLE PURCHASE AGREEMENT.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: UNICOM GOVERNMENT, INC.
By:
Name:
Title:

Lessee:
By:
Name:
Title:

Attest: By
Name:
Title:

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement dated _____ between UNICOM GOVERNMENT, INC. ("Lessor") and ("Lessee").

The PROPERTY:

The Property as more fully described in **Exhibit A** incorporated herein by reference and attached hereto. The Property is detailed in UNICOM Quote QUT. The Property costs.

PROPERTY LOCATION:

USE:

This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

INITIAL COMMENCEMENT DATE:

LEASE TERM:

PAYMENT TYPE:

END OF TERM OPTION:

RENTAL PAYMENT:

RENTAL PAYMENT SCHEDULE:

Lessee:
By:
Name:
Title:

EXHIBIT 2

Lessee's Certificate

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between UNICOM GOVERNMENT, INC. and.

The undersigned, being the duly elected, qualified and acting keeper of records for the _____ ("Lessee") do hereby certify, as of _____, _____, as follows:

1. Lessee did by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Equipment Lease Agreement (the "Master Agreement") by the following named representative or representatives of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And / Or		

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Non-appropriation (as such terms is defined in the Master Equipment Lease Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Equipment Lease Agreement.

4. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

5. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Equipment Lease Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

By:
Title:
SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.

EXHIBIT 3

Payment of Proceeds Instructions

UNICOM GOVERNMENT, INC.
2553 Dulles View Drive, Suite 100
Herndon, VA 20171

Re: Property Schedule No. 1 (the "Property Schedule") to Master Equipment Lease Agreement between UNICOM GOVERNMENT, INC. ("Lessor") and _____("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee, hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

_____

_____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

By: _____
Name: _____
Title: _____

EXHIBIT 4

Acceptance Certificate

UNICOM GOVERNMENT, INC.
2553 Dulles View Drive, Suite 100
Herndon, VA 20171

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between UNICOM GOVERNMENT, INC. and _____

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease Agreement, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, UNICOM GOVERNMENT, INC. ("Lessor"), as follows:

(1) The Property, as such terms are defined in the above-referenced Property Schedule, has been made, delivered, installed and accepted on the date indicated below.

(2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Non-appropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date:
Lessee
By:
Name:
Title:

EXHIBIT 6

Essential Use

Lessee (Full Legal Name)	
Federal Tax ID #	
Street Address	
City, State, and Zip	
Dept. Using the Equipment	

Customer Contact		Invoices to be sent to:	
Title		Contact	
Phone and Fax No.		Department	
e-mail address		Street Address	
		City, State, and Zip	
Contract Signer		Phone and Fax No.	
Title		e-mail address	
Phone and Fax No.		Special Instructions	
e-mail address			

1. Equipment Description:
2. What is the purpose of the proposed equipment acquisition?

3. Why is the equipment essential?
4. What department is using the equipment?

5. Is the new equipment replacement, an upgrade or additional to the department?	
6. If replacement or upgrade, what is the age of the existing equipment?	
7. If you're upgrading existing equipment, is the existing equipment paid off?	
Source of funds for proposed payments: General Fund _____ Other (provide detail) _____	Fund Balance: $_____ As of _____
	Date of most recent Audited Financial Statement: Fiscal Year End:
8. Have funds been appropriated for the payments due on the proposed financing during the current budgetary period?	
9. Will any loan or grant monies be directly used to make the payments?	
If so provide detail.	
10. Have you ever defaulted or non-appropriated on a lease or bond obligation?	

General Liability Insurance Coverage limits in the amount of $1 Million is required. If applicable, automobile liability coverage of $3 million required.

Self Insured? General Liability Coverage Limits: $_____ Is the lessee a member of a managed risk pool? _____ If yes please provide the name and coverage amounts below.

If the lessee has additional commercial insurance coverage please provide coverage limits.

Submitted by (Name):		Title:	
Signature:		Date:	

So that we may begin our credit review process, please fax this **application**, along with your **equipment quote** (bill of materials) and the signed **financing proposal**, to (703) 502-2991 or via email to andy.sabonis@gtsi.com

Please mail the 2 most recent copies of your Audited Annual Financial Statements, plus a copy of this year's budget, to:

Linda Terrizzi
GTSI Financial Services
2553 Dulles View Drive, Suite 100
Herndon, VA 20171-5219

Please note that we do require the copies of your audited annual financial statements in order to process your request.

Request for Certificate of Insurance

TO:

Insurance Company: _____

_____

_____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

FROM:

Customer/Lessee Name:

Contact Name:

Telephone Number: «WorkPhone»

Fax Number:

_____ is in the process of financing certain Property from UNICOM GOVERNMENT, INC. In order to facilitate this transaction, **please provide a Certificate of Insurance to:**

UNICOM GOVERNMENT, INC.

2553 Dulles View Drive, Suite 100

Herndon, VA 20171

_____ requests that UNICOM GOVERNMENT, INC. be listed as: UNICOM CORPORATION and named **ADDITIONAL INSURED** as to **public liability** coverage and **SOLE LOSS PAYEE** as to **property coverage**. A copy of said certificate should be forwarded to UNICOM GOVERNMENT, INC. as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Property (including theft and collision for Property consisting of motor vehicles) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, UNICOM GOVERNMENT, INC. is to receive 30 days prior written notice of cancellation or material change in coverage.

Please fax this completed information to:

UNICOM GOVERNMENT, INC.

Attention:

Fax Number: 703-502-2991

Phone Number:

Please contact the person above if you have any questions. Thank you!

Schedule 1

SECURED PARTY: UNICOM GOVERNMENT, INC.

DEBTOR:

This financing statement covers all of Lessee's right, title and interest, now owned or hereafter acquired, in and to the following described Equipment, leased to Debtor under Property Schedule No. 1 dated _____, _____ to that certain Master Equipment Lease Agreement dated as of _____, in each case between Debtor, as lessee, and Secured Party, as lessor, together with any and all (1) substitutions, replacements or exchanges therefor, (2) replacement parts, additions, attachments and accessories incorporated

therein or affixed thereto, or used in connection therewith, and (3) proceeds thereof (both cash and non-cash), including insurance proceeds, (but without power of sale by Debtor), and also including, without limitation, claims of the Debtor against third parties for loss or damage to, or destruction of, such Equipment:

All equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment during the term of this lease.

THIS FINANCING STATEMENT IS FILED SOLELY FOR NOTICE AND PRECAUTIONARY PURPOSES AND THE FILING HEREOF SHALL NOT BE DEEMED EVIDENCE OF ANY INTENTION OF THE PARTIES TO CREATE A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE OR TO ENTER INTO ANY TRANSACTION OTHER THAN A TRUE LEASE TRANSACTION.

Exhibit A

County of Fairfax, Virginia

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

FEB 2 3 2016

Unicom Government, Inc.
2553 Dulles View Drive
Suite 100
Herndon, VA 20171

Attention: Sonya Hayes, VP of Operations

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

Dear Ms. Hayes:

Acceptance Agreement

Contract Number: 4400006645

This acceptance agreement signifies a contract award for Section 3.1.2; Technology Services and Solutions and Related Products and Services. The period of the contract shall be from May 1, 2016 through April 30, 2019, with four one-year renewal options or any combination of time equally not more than four years.

The contract award shall be in accordance with:

1) This Acceptance Agreement;

2) The Attached Memorandum of Negotiations.

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

Sincerely,

Cathy A. Muse

Cathy A. Muse, CPPO
Director/County Purchasing Agent

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

MEMORANDUM OF NEGOTIATIONS
RFP2000001701

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

a. The County's Request for Proposal RFP2000001701 and all Addenda;
b. The Contractor's Technical Proposal dated October 7, 2015;
c. The Contractor's Best and Final Cost Proposal sent on December 22, 2015;
d. This Memorandum of Negotiation;
e. County purchase order;
f. Any amendments subsequently issued.

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

1. UNICOM is awarded a contract for section 3.1.2 of the RFP, Technology Services and Solutions, as well as any products associated with the services and solutions being provided.

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

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

4. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract document(s) and, if acceptable to each particular Public Agency, complete and sign such document(s). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.

5. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.

6. The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

ACCEPTED BY:

Corry Hong

(Signature)
Corry Hong
(Printed Name)
UNICOM Government, Inc.

February 3, 2016
Date

Cathy A. Muse

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

2/22/16
Date

LICENSE AGREEMENT ADDENDUM

Fairfax County (hereinafter referred to as "the County") and UNICOM Government, Inc. ("Supplier"), a business incorporated in Delaware, F.E.I.N. 54-1248422, having its principal place of business at 2553 Dulles View Drive, Suite 100, Herndon, Virginia, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contracts and together shall govern the use of any and all Technology Services/Solutions and Related Services/Solutions licensed by the County whether or not specifically referenced in the order document.

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

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

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;

2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;

3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;

4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;

5. Granting Supplier a security interest in property of the County or the Commonwealth or any of their officers, directors, employees or agents;

6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;

7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);

8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party;

9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

10. Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;

11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the Code of Virginia;

12. Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;

13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;

14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and

15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.

16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;

17. Limiting the liability of Supplier for property damage or personal injury;

18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;

19. Not complying with contractual provisions 1, 8, 10, 11, 12, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm.

    The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;

20. Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;

21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;

22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;

23. Requiring that the County waive any immunity to which it is entitled by law;

24. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;

25. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;

26. Obligating the County beyond approved and appropriated funding. All payment obligations under this contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;

27. Permitting unilateral modification of the contract by Supplier;

28. Permitting unilateral termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction, or as required by law;

29. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;

30. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;

31. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the County before the contract is considered in effect;

32. Delaying the acceptance of the contract or its effective date beyond the date of execution;

33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;

34. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;

35. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;

36. Prohibiting the County from transferring or assigning to any entity the contract or any license pursuant to the contract;

37. Granting Supplier or an agent of Software Publisher the right to audit or examine the books, records, or accounts of the County other than as may be required by law;

The parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

39. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted. This indemnification provision shall supersede any infringement indemnification provision set forth Supplier's standard form contract(s). No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.

40. The County shall not be required to maintain as confidential any information, data, or records that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F) and are not otherwise exempted from the provisions of the Virginia Freedom of Information Act, Va. Code Ann. § 2.2-3700, *et seq*.

41. All information provided by the County pursuant to the contract shall be treated as confidential information and shall not be disclosed by Supplier, its employees, agents or subcontractors, except as specifically set forth in the contract documents. The County's confidential information shall include, but shall not be limited to: (a) Protected Health Information, as defined in HIPAA, which shall be subject to the County Business Associate Agreement, if applicable; and (b) any personally identifiable information included in information provided by the County.

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

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

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

UNICOM Government, Inc.

By: _____
(Signature)

Name: Corry Hong
(Print)

Title: President & CEO

Date: February 3, 2016

Fairfax County

By: _____
(Signature)

Name: Cathy A Muse
(Print)

Title: Director/County Purchasing Agent

Date: 2/22/16

County of Fairfax, Virginia

ADDENDUM

DATE: September 15, 2015

ADDENDUM NO. 3

TO: ALL PROSPECTIVE OFFERORS

REFERENCE: RFP 2000001701

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

DUE DATE/TIME: October 8, 2015 / 2:00 PM **(Revised)**

The referenced request for proposal is amended as follows:

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

All other terms and conditions remain the same.

Lonnette Robinson

Lonnette Robinson, CPPB
Contract Specialist Supervisor

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

_____
Name of Firm

_____ _____
(Signature) (Date)

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

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

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, **TTY:** 1800- 828-1140, **Fax:** (703) 324-3681

County of Fairfax, Virginia

ADDENDUM

DATE: September 4, 2015

ADDENDUM NO. 2

TO: ALL PROSPECTIVE OFFERORS

REFERENCE: RFP 2000001701

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

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

The referenced request for proposal is amended as follows:

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

All other terms and conditions remain unchanged.

Lonnette Robinson

Lonnette Robinson, CPPB
Contract Specialist Supervisor

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

_____
Name of Firm

_____ _____
(Signature) (Date)

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

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

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, **TTY:** 1800- 828-1140, **Fax:** (703) 324-3681

Attachment 1

QUESTIONS:

Q1. Pages 3 through 8 of the RFP provides a list of OEM's beginning at section 3.1.3 and ending at 3.1.17. Section 3.1.18 then states related products, services and solutions for any related companies products services and solutions available from offeror. Is it the intent of US Communities to award one contract for each OEM listed on pages 3 through 8 and then for all other OEM's one award to one vendor? Historically the IT contract has been awarded to one or two vendors that are able to sell all OEM IT products and why we need to understand how the OEM's/companies not individually listed should respond to this opportunity.

A1. For any company not listed in Introduction and Background paragraphs 3.1.3 through 3.1.17, the intent is for Offerors to propose a complete range of products and services per paragraphs 3.1.1 and 3.1.2. If responding to products and services in paragraphs 3.1.1 and 3.1.2, Offeror may also include products and services from one or more companies listed in paragraphs 3.1.3 through 3.1.17. Paragraph 3.1.18 applies only to Offerors responding to Paragraphs 3.1.1 and 3.1.2. Additionally, it is the intent of the solicitation to award the minimum number of contracts to effectively meet the requirements established in the RFP. Multiple awards are addressed in the Introduction and Background and paragraph 16 of the Special Provisions.

Q2. Would you consider relaxing the Program Requirements under "Section 5.2 Qualified Offerors of the Products and Services shall meet the following certification requirements and shall provide proof of certification from the manufacturer unless Offeror itself is a manufacturer of the Products and Services."?

A2. No.

Q3. Will providers be able to submit responses for the Services portion only, EG-communications, security? Or must services be a part of a manufacturers bid?

A3. See answer to question Q1. Offerors responding to Introduction and Background Paragraphs 3.1.3 through 3.1.17 must respond with both products and services of the manufacturer.

Q4. Is the current bid envisioned to also include traditional telecommunication services?

A4. No

Q5. Or is the main intent to include vendors of equipment and other technology services?

A5. Yes

Q6. Does the US Communities Government Purchasing Alliance also solicit telecommunication services as a separate procurement vehicle?

A6. Yes

Q7. Can you give us information on the fee structure for vendors?

A7. See Appendix F Paragraph 5.1.

Q8. Will you entertain possibly extending the due date?

A8. Per Addendum No. 1, the due date has been extended to September 24, 2015 at 2:00 P.M. EST.

Attachment 1

Q9. Regarding the products and services defined in sections 3.1.3 through 3.1.17, are these products and services mandatory and must be included as a part of the proposal?

A9. No, Offeror may respond to one or more of the company's products and services listed in Introduction and Background paragraphs 3.1.3 through 3.1.17.

Q10. Higher status partner certifications exist than those defined in section 5.2. Are certifications from these tiers (i.e. Cisco Platinum, Panasonic Gold, Solution Provider, Distributor) acceptable?

A10. Yes, the certifications listed in the RFP are minimum requirements.

Q11. Regarding section 5.3, if the Offeror is a distributor representing the Products and Services listed, would the terms in section 5.3 apply? Specifically, may resellers, dealers, and similar participate as ordering points provided they agree to the terms and conditions of this RFP?

A11. Yes.

Q12. Can you define "Public Body(ies)" and "Public Agency(ies)" as they are used in this solicitation?

A12. "Public Body(ies)" and "Public Agenc(ies)" are defined as any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization.

Q13. Regarding the Supplier Qualifications and Supplier Information document paragraph (b)(iv), subparagraph (A) states that we may opt not to respond to a Third Party Solicitation and may instead offer them the Master Agreement. Subparagraph (B) states, "Supplier may respond with the pricing, terms and conditions of the Master Agreement." QUESTION: How are these two options different?

A13. Supplier Qualifications, (b)(iv)(A) means that a Supplier may present the Master Agreement to a Public Agency as an option for comparison instead of submitting a bid response. Supplier Qualifications, (b)(iv)(B) means that a Supplier may respond to the bid with the terms and conditions of the Master Agreement.

Q14. May a vendor bid on a single products/service category such as cloud?

A14. See answer to question Q1.

Q15. Based on the extended geographic coverage of this contract, would you consider opening up the contract to EMC Silver Value Added Resellers and lower level authorized resellers for the other Manufacturers who currently serve these Tier 2 or Tier 3 and rural communities?

A15. No.

Q16. Would you consider allowing Authorized Distribution Partners to hold the contract and the Authorized Resellers sign up as Agents under the Distributor, much like we do now with GSA 70 such as Arrow ECS or Immix or Ingram Micro?

A16. In this circumstance, any authorized resellers would need to be included as a part of Offeror's response and would be subject to approval. Additionally, any resellers must agree to the terms and conditions of the RFP.

Attachment 1

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

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

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

A18. See answer to question Q1.

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

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

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

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

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

A21. Yes.

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

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

Attachment 1

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

A23. Both.

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

A24. No.

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

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

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

A26. No.

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

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

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

A28. No.

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Q29. Special Provisions, Paragraph 7.3, Page 19: Under the requirements for Tab 2, would the County please remove the requirement that travel be included in the pricing for services and solutions? Since any resulting contract would be available nationally, it would be difficult for an Offeror to estimate and account for travel costs to all states in U.S.

A29. See 1st page of this Addendum.

Q30. Special Provisions, Paragraph 19.2, Page 25: Are the reporting requirements in this section only required for Fairfax County purchases, or will the awarded Offeror be required to submit this report for every agency who chooses to purchase under the Master Agreement? This requirement could become unduly burdensome if it must be done for all agencies who purchase under the Master Agreement.

A30. Paragraph 19.2 speaks to invoice requirements, and applies.

Q31. Special Provisions, Paragraph 19.2, Page 25: Our standard practice for the purchase of products is to issue an invoice upon delivery. Invoices for services are issued pursuant to the schedule that's outlined in a Statement of Work. Would the County please remove the requirement to send itemized monthly invoices?

A31. Paragraph 19.2 indicates "(or as agreed to between the parties)" to offer flexibility.

Q32. Special Provisions, Paragraph 28.2, Page 27: Since any resulting contract would be available nationally, and since the awarded Offeror may potentially use dozens of different subcontractors located throughout the country, would the County please waive the requirement to provide the names and addresses of each subcontractor that may be used?

A32. No.

Q33. Supplier Qualifications and Supplier Information, Quality, Paragraph 4, Page 60: Resellers have the ability to sell hundreds of different manufacturers and hundreds of thousands of different part numbers. The number of warranties offered by each manufacturer is fairly substantial. Will the County remove the requirement to "provide all product or service warranties" and instead permit the Offeror to "describe all product or service warranties"?

A33. Offeror may describe all product or service warranties.

Q34. Is the Offeror permitted to take any exceptions to the terms and conditions in the RFP?

A34. Please clearly identify each exception to the provisions in the RFP. We will consider all items for negotiations except those mandated by law. The Administration Agreement is required to be signed unaltered.

Q35. Will Offerors be able to submit additional questions after the County responds to the first round of questions?

A35. Per Addendum No. 1, the last date to receive questions regarding this RFP is September 11, 2015 by 2:00 pm EST.

Q36. If awarded, will it become mandatory for County of Fairfax entities to purchase the services scoped under this RFP through this US Communities contract?

A36. No.

Q37. Is Appendix E on page 61 of the RFP the document to be signed by the awarded offeror(s)? And in the event that there is already a signed contract with Fairfax County VA, can we refer to that agreement on our response to this RFP?

A37. Appendix E is not a document to be signed by Offerors.

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Q38. Do we have to have ground support in every city for all schools and organizations listed or can we function from our strongest/ most appropriate states with coverage?

A38. Offeror is responsible for proactively selling the Master Agreement to all Public Agencies and should propose a strategy for best serving all entities. Offeror will be evaluated based on its ability to service Public Agencies nationwide.

Q39. Will US Communities accept different pricing discounts per brand and/or per product category?

A39. Yes.

Q40. If a vendor does not meet every single manufacturer certification level listed on section 5.2 will this disqualify the vendor from consideration for the entire RFP?

- Will this disqualify the vendor for submitting a price offer on the manufacturer listed on section 5.2 if the vendor does not meet the listed certification?

A40. If Offeror does not meet every single manufacturer certification level listed in Special Provisions Paragraph 5.2, it will not be disqualified from consideration for the entire RFP. It will, however, disqualify the Offeror from submitting a proposal/pricing for any specific manufacturer where Offeror does not meet the required certification.

Q41. In section 5.12, does “results” mean pass/fail results, not the full details of the screening?

A41. County requires the full details (proof and results) of the background checks.

Q42. For Tab 2 (PROPOSED SERVICES AND SOLUTIONS), is it acceptable to provide rate cards, since individual solutions will vary greatly based on project needs?

A42. Offeror should provide the requested information in the most effective way it can.

Q43. In light of the broad range of products and services in this RFP, can you assist us by sharing how much you spent in each product category in 2014 and how much you expect to spend in 2015?

A43. This information is not available.

Q44. After award allocation, would we have the ability to re-visit the billing parameters, specifically the customized reporting and invoicing requirements laid out in the RFP?

A44. Special Provisions Paragraph 19.2 addresses invoicing as agreed to between the parties. Reporting required in Appendix F, Article V is required and will not be changed.

Q45. Do you have a pricing template that we can use in our response?

A45. No.

Q46. The terms and conditions that would be flowed down to Bidder from Fairfax County include warranting the products, including warranting them against non-infringement (see Section 5.11 of the Special Provisions). Bidder is a reseller of products, not the OEM. How can any reseller be expected to provide a standard warranty on all OEM products that we may resell to the agencies?

A46. It is a business decision on the part of the Offeror to decide if it will offer the OEM warranties or provide their own for the offerings under this contract.

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

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

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

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

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

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

A49. Yes.

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

A50. Yes.

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

A51. No.

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

A52. Offeror should propose its best solution.

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Q53. Reference 5.9.2 Reporting Requirements: Since the Lead Public Agency is requesting to be supplied with what amounts to detailed configuration information of any customers purchases, has the Lead Public Agency obtained the agreement of Participating Public Agencies to hold this confidential information? In today's world of cyber security threats, many end user entities consider this confidential information and may be concerned about its distribution.

A53. The information requested in 5.9.2 is information that would be made publicly available through any Freedom of Information Act request.

Q54. Reference 5.11.5 and 5.11.6 Representations and Warranties: Given that some technical information would be proprietary, how does the Lead Public Agency plan to handle data, provided by the Supplier or the Manufacturer, that is confidential information and not available to the general public?

A54. Please see Special Provisions Paragraph 10.

Q55. Reference 7 Cost Proposal Instructions, Tab 1 Proposed Product Pricing: If the Offeror is a reseller, then does the Offeror need to supply a complete manufacturer's price list or will the summary of the discounts percentages be acceptable?

A55. All Offerors are required to provide the manufacturer's price list as well as the discount percentages.

Q56. Please provide a copy of the Fairfax County Master Purchase Agreement for review?

A56. Any resulting contract will be comprised of the Request for Proposal and all Addenda, Contractor's Technical and Cost Proposals, and any negotiated items thereafter.

Q57. Will vendors be able to legally review the Administrative Agreement and suggest reasonable edits to the agreement?

A57. The Administration Agreement must be signed, unaltered.

Q58. Will a Vendor be eliminated for not submitting Financial Records considering private companies are not bound to making financial records public?

A58. A private company may mark its financial records as proprietary if it has concerns about the release of private information.

Q59. Will Fairfax County or US Communities be willing to sign a Non-Disclosure Agreement prior to the submission of Financials?

A59. Reference Special Provisions Paragraph 10.

Q60. Of the 168 Million in purchases from 2014, please provide a breakdown of the percentage of sales in the following categories:

- Communications / Unified Communications and Collaboration / Mobility / VoIP
- Core and Edge Data Network Switching
- Wireless Data Technology

A60. The $168 million in purchases for 2014 is Advisory Board usage across all U.S. Communities contracts. Participating Public Agency spend for the Technology contract in 2014 was approximately $130 Million. The contract is estimated to reach $200 Million in 2015. The requested breakdown is not available.

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Q61. Two pricing scenarios are presented, which don't fit our industry (Communications / Unified Communications and Collaboration / Mobility / VoIP). How should we present our pricing examples or can we submit a complete list of our Product Portfolio with List Pricing and Discounts included?

A61. Offeror should note in its Cost Proposal that Tab 4 is not applicable.

Q62. As new technologies, applications and 3rd party products are introduced by our company, is there a process in place to add these offerings to our approved portfolio / pricing lists? If so, what is that process and how often can this be reviewed?

A62. New products may be added if they are within the scope of the solicitation via a negotiated amendment to the contract.

Q63. Is there any type of fee structure that includes additional fees that vendors will incur, i.e. management fees to the Purchasing Alliance?

A63. See Appendix F Paragraph 5.1.

Q64. Please describe the process and how often a Manufacturer can add Partners or Resellers of our Solution to the Contract?

A64. Any added Partners or Resellers must agree to the Terms and Conditions of the RFP and awarded Contractor must submit requested additions for approval to County in writing.

Q65. Since Maintenance, Managed Services, and Support are priced based on a specific solution configuration and deployment and can vary tremendously based on the Customer requirements, how do you suggest we propose Maintenance, Managed Services, and Support pricing?

A65. Offeror should provide the requested pricing in the most cost effective way it can.

Q66. When can vendor expect an addendum with all Questions submitted along with Answers?

A66. The County will attempt to have all questions submitted prior to pre-proposal conference answered within one week after the pre-proposal conference.

Q67. When can vendors expect to be notified that we have received an award to be on this Contract?

A67. Per Special Provisions Paragraph 15, County requests that proposals remain valid for 180 days.

Q68. Products and Services Pages 1-8 and Certifications Page 12: *Must we have all the certs on page 12 no matter what we offer? If we offer equivalent do we need to show equivalent certs?*

A68. For any manufacturer listed in Special Provisions Paragraph 5.2 that Offeror is proposing, the respective certification(s) is required. Additionally, see answer to question Q19.

Q69. Estimated Volume Page 9: *What is the estimated volume by state and agency type e.g. County Agencies, City Agencies, Higher Education, and K12?*

A69. Approximate volume in 2014 is as follows: Counties $58 Million, Cities $30 Million, K-12 $21 Million, Higher Education $7 Million, State Agencies $5 Million, Non-profits $2 Million and Other $7 Million.

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Q70. Estimated Volume Page 9: *Noted that the estimated board utilization is $168 mil. What portion of that estimate is Fairfax County?*

A70. The County's estimated spend through the U.S. Communities program in 2014 was $28 million.

Q71. Marketing Support Page 9: *Would you share specific examples of marketing activity done on behalf of the 2 current contract holders?*

A71. U.S. Communities' role is to:

a. Educate Participating Public Agencies about the program;
b. Remove barriers for Participating Public Agencies to use the program;
c. Open doors for the Supplier; and
d. Train and educate Supplier

This is accomplished in a variety of formats using print collateral, emails to the 55,000 plus registered Participating Public Agencies, webinars, trade shows, etc. There are eleven (11) Program Managers whose job function is to promote the program on a daily basis as well as marketing and administrative staff to support the program. There are four (4) National founding Co-Sponsors and approximately ninety (90) State Sponsors who also market the program nationally and regionally. The National Governors Association (NGA) has also recently joined as a sponsor of the program. A few specific examples of marketing for the Technology contract include webinars, speaking engagements, participation in sourcing summits, article support, and solutions email campaigns.

Q72. Reporting Requirements Page 14: *Is monthly reporting only submitted to Fairfax County?*

A72. Per Special Provisions Paragraphs 5.9 and 5.9.1 the referenced reports are due to Fairfax County and the Participating Public Agency.

Q73. Cost Proposal Instructions Pages 17-18: *Does proposing a fixed discount off list meet the requirements of 7.1?*

A73. See Special Provisions Paragraph 7.3 Tab 1.

Q74. Pricing commitment Page 49: *Will US Communities – Fairfax County consider fair and reasonable pricing vs. most favored contract?*

A74. Offeror must agree to the Supplier Commitments outlined in Appendix D.

Q75. Pricing commitment Page 49: *Will US Communities provide the historical spend by school/agency and by products so we can review the historical information to negotiate with the manufacturers*

a. Can this be broken down by type of contract?
b. We'd like to understand the out of the 500 M was awarded to Insight and Unicom.gov?

A75. See answer to question Q69. $500 Million is the estimated anticipated volume of the contract.

Q76. Pricing commitment Page 49: *Will we be able to get a list of pre-proposal conference attendees*

A76. Yes.

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Q77. Pricing commitment Page 49: Will the questions addressed during the pre-proposal conference be captured and sent out to all bidders?

A77. Questions addressed at the Pre-Proposal Conference will be memorialized in an Addendum.

Q78. Does USC have a pricing template that we must use for our submission?

A78. No.

Q79. RFP page 14, paragraph 5.9.1, bullet 2, why would the County/PPA need to have a monthly report on "*Price sheets showing price decreases on discontinued Products*"? What is the intent of this requirement? As products are discontinued, there are no further price changes.

A79. County desires price sheets showing price decreases on discontinued products to be able to take advantage of any potential discounted pricing for any product still available which is in discontinued status.

Q80. RFP page 14, paragraph 5.9.1, bullet 3, please clarify the requirement for "*Decreases on manufacturer's prices on Products still to be manufactured.*"

A80. For products that have been ordered but have yet to be manufactured, County wants to know when a manufacturer has had a price decrease on those products to be able to take advantage of the lower available pricing.

Q81. RFP page 23, paragraph 17.3: Since standard insurance policies may be modified or terminated at less than 45 days, will the County consider revising the policy to "Contractor will use commercially reasonable measures to ensure that no change shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager"?

A81. See answer to question Q36. Offerors can offer exceptions to this language as part of their offer, however all exceptions must be clearly identified to be reviewed by the County's risk management department should the Offeror be selected for award.

Q82. Please confirm that the evaluation of the responses to Scenarios 1 & 2 are included in the scoring under:
d. Reasonableness of cost proposal(s) – 25 points

A82. Confirmed.

Q83. Will you consider revising the language in the first sentence in Scenario 1 to:
Scenario #1
A metropolitan County has decided to procure and implement a Body Camera system (Wireless/Collaboration (voice)) in its County.

A83. No.

Q84. Are bidders required to provide a Technical Solution to both Scenarios?

A84. If a Scenario is not applicable, Offeror should note this in its Cost Proposal Tab 4.

Q85. Will there be any set-aside awards made under various socio-economic business classifications?

A85. No.

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

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

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

A86. Please see Special Provisions Paragraph 27.

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

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

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

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

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

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

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

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

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

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

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Q92. In 6.1, Tab 10, we are instructed to submit a "signed unaltered" copy of Appendix F; there are multiple sections in the body of Appendix F which require information to be filled in ("supplier" name on page 63, date of the start of the agreement term on page 64, supplier's address information on page 71, etc.). Are bidders required to fill in all of those sections OR are we just instructed to fill in and sign the final page on the Appendix F (page 73)?

A92. Completing the final page of Appendix F is acceptable.

Q93. Please list the government entities that utilize this U.S. Communities Contract as their PRIMARY contract.

A93. There are thousands of Public Agencies that utilize the contract and unfortunately, we have no way of knowing who uses the contract as a primary vehicle.

Q94. Page 1, Section 2.2: There are many public entities that DO NOT utilize this U.S. Communities contract as their primary procurement vehicle. Clauses like 2.2 are not the industry standard in Public Sector IT procurement. Unless this clause is removed, this manufacturer would be unable to respond to the RFP. Would U.S. Communities and Fairfax County consider eliminating clause 2.2?

A94. No.

Q95. Page 8, Section 3.1.18 and page 32, Section 17: Sec. 3.1.18 invites OEMs to propose products and services from related companies but Section 17 prohibits a bidder from submitting more than one bid directly or indirectly, can an OEM submit a bid when its partners or related companies are submitting bids too?

A95. To clarify, Introduction and Background Paragraph 3.1.18 applies only to Offerors responding to Paragraphs 3.1.1 and 3.1.2. An OEM may submit a bid when its partners or resellers are submitting bids too.

Q96. Page 17, Section 6.1, Tab 3-Offerer Profile: Please provide a definition of Subcontractor. Are Resellers considered subcontractors?

A96. If the Offeror presenting a proposal to the County is a reseller then, no, Offeror is not a subcontractor. Any vendors working underneath that Offeror are considered subcontractors.

Q97. Page 49, (a) Corporate Commitment: Terms (i), (ii), (iii), (iv), and (viii) are onerous terms and could preclude this manufacturer from bidding on this contract. Many state agencies will not use the U.S. Communities contracts for their purchasing, therefore it is impossible for this large manufacturer to make these types of commitments across its entire product line. Will U.S. Communities remove the paragraphs listed above to encourage manufacturers to bid? If U.S. Communities will not remove the terms mentioned above, will they limit these terms to the products or services the manufacturer proposes through this contract vehicle?

A97. No. Any Offeror responding to this RFP, whether a manufacturer or a reseller must agree to Appendix D, Supplier Qualifications and Supplier Information, Commitments. The terms and conditions of Appendix D apply to those products and services in Offeror's proposal.

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

A98. No.

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

A99. See Introduction and Background, Estimated Volume.

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

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

A100. a) Introduction and Background Paragraphs 3.1.1 and 3.1.2 are intended for Offeror to provide a broad spectrum of Technology products and services to County and Participating Public Agencies.
b) No. See answer to question Q1.
c) Any awarded Contractor must submit a request to add new products and services for approval to County in writing.

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

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

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

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

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

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

c) Yes, with few exceptions.

Q102. 4. Availability of Master Agreement (page 10) – The RFP provides that "U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies."

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

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

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

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

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

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

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

A103. a) Yes

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

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

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

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

A104. a) Participating Public Agencies will operate on their "fiscal years".

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

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

A105. Yes.

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

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

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

a) Can you please provide a sample report?
b) In the event that the products offered are electronic in nature, such that there is no environmental impact, can the requirement for Environmental Reporting be waived?

A107. a) This information is not available.
b) No.

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

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

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

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

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

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

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

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

Attachment 1

Q112. 7.3 Tab 1 Proposed Product Offering (page 18) – Section 7.3 provides that price reductions, special offerings, sales or promotions shall be passed on to the County and Participating Agencies as soon as they are announced. Is it a correct understanding that the price reductions, special offerings, sales or promotions or limited to those offered as part of the Master Agreement? What about price reductions, special offerings, sales or promotions that may be offered to the vendor's customers outside of the Master Agreement? Please clarify the intent of this paragraph.

A112. See Appendix D, Supplier Qualifications and Supplier Information, Commitments. If Offeror is offering price reductions, special offerings, sales or promotions to Public Agencies outside of the Master Agreement, it must also offer those price reductions, special offerings, sales or promotions through the Master Agreement. See answer to question Q12 for a definition of Public Agencies. Price reductions, special offerings, sales or promotions to the federal government or the private sector would not apply.

Q113. 9.1 Pricing (page 19) – Section 9.1 provides that the pricing structure, discounts and fees will remain firm in the first 365 days, and that any changes "may be based on CPI". If a vendor's products are not a commodity to which CPI would apply, may a vendor propose price increases based on standard industry practice? Please clarify.

A113. Special Provisions Paragraph 9.1 indicates "or other relevant indices" to offer flexibility.

Q114. **9.2 Pricing (page 19)** – Section 9.2 provides that the request for a price change must be documented with multiple factors. If a vendor's products are not a commodity to which CPI would apply, may a vendor simply provide pricing for all years of the proposed contract term (base 3 years plus four one-year option years), as this is our standard industry practice, and leads to procurement efficiency as it alleviates the contract administration need of engaging in negotiations on an annual basis.

A114. Yes.

Q115. 19.1 Statistical Reports (page 24) - Under section 19.1, what data is to be provided in these statistical monthly and annual tabulated reports? Is this requirement duplicative of any of the reports under 5.9.1, 5.9.2, 5.9.3, or the management reports identified in the Supplier Qualifications and Supplier Information section of (7) Administration?

A115. Special Provisions Paragraph 19.1 relates to federal and state mandated reporting requirements. Paragraph 5.9 relates to specific requirements for the County and Participating Public Agencies for this RFP. Supplier Qualifications and Supplier Information, Administration, Item 7, is for any additional reporting your company can offer.

Q116. **19.3 Invoices (page 24)** - Under section 19.3, since our invoices are systematically generated and mailed by the 8th of each month, would it be acceptable to add additional mail time of 7 days, for a received date of the 15th of each month?

A116. Offeror should propose the most effective way it can meet the requirements of the RFP.

Attachment 1

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

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

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

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

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

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

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

a) If the Contract is terminated for convenience by the Lead Agency, what is the effect of the cancellation on the Participating Agencies? Does cancellation by the Lead make the contract null and void for all Participating Agencies?
b) Given the potential size of this solicitation and the potentially large number of Participating Agencies, termination for convenience would seem to not be in the best interests of all Participating Agencies. As such, we would request that this provision be removed or modified to allow existing agreements to survive until their specific term is completed.

A120. a) Yes.
b) We will not be removing this paragraph.

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

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

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

Attachment 1

A122. The pricing under the Master Agreement must be the lowest overall pricing (net to purchaser) by Supplier for Public Agencies over any other available pricing. See Supplier Qualifications and Supplier Information, Pricing Commitment.

Q123. Supplier Qualifications and Supplier Information, Corporate Commitment (page 48) – Section (a)(ii) states that the Supplier's sales force shall always present the Master Agreement when marketing Products or Services to Public Agencies. Vendors may have other contracts and other master agreements with other entities. Is it the intent of this provision that the sales force offer the Master Agreement pricing only to those Public Agencies that wish to purchase under the Master Agreement? Or is it the intent of this provision that the sales force quote this pricing to all of their Public Agency customer, regardless of whether they are purchasing off the Master Agreement, or outside the Master Agreement (e.g., another contract vehicle and/or a separate procurement). Please clarify.

A123. Supplier must present the Master Agreement as its primary offering to all Public Agencies. It is the Public Agency's decision to determine if it wants to utilize the Master Agreement.

Q124. Supplier Qualifications and Supplier Information, Corporate Commitment (page 48) – Section (a)(iii) and (a)(viii) states that Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing offered through the Master Agreement. Vendors may have multiple other contracts and other master agreements with other entities. Is it the intent of this provision that the Supplier transition all other customers to the pricing on this Master Agreement?

A124. No, the intent is to advise all Public Agencies that are existing customers of the Master Agreement. It is the Public Agency's decision to determine if it wants to utilize the Master Agreement.

Q125. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – This provision may be applicable to vendors that provide commodities. However, if a vendor is offering a product or service that is not a commodity, and the pricing fluctuates due to numerous factors including the number of users, content offering, usage history, etc., these pricing commitments are difficult, if not impossible, for non-commodity vendors to meet. As such, would the Lead Public Agency consider deleting or modifying these provisions under such circumstances? If not, how does a vendor of a non-commodity product price their product, taking into account their standard pricing factors, and still adhere to these pricing commitments?

A125. It is up to the Offeror to propose tiered fees, rebate structures or other pricing based on size, volume or other measure.

Q126. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – This provision may be applicable to vendors that provide commodities. However, if a vendor is offering a product or service that is not a commodity, and the pricing fluctuates due to numerous factors, how is the vendor of a non-commodity product expected to adhere to these pricing commitments. We provide a unique product that is customized to the needs of our government customers. It is our experience that each customer has unique needs, so we customize our offering to each customer's needs (we do not offer a "one size fits all" product). Under these circumstances, what is the expectation with respect to the pricing commitment? Is it sufficient that the vendor provide equivalent pricing for similarly situated customers, based on content, users, usage history, etc.? Please clarify.

A126. Yes.

Attachment 1

Q127. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – Section (b)(i) provides that Supplier represents that the pricing offered under the Master Agreement is the lowest overall pricing on Products and Services it offers to Public Agencies. Is it the intent of this provision that the Supplier guarantee that it is offering its best Master Agreement pricing to those Public Agencies that want to purchase under the Master Agreement? Or is the intent of this provision that the supplier represents that this is the lowest pricing to any Public Agency, whether they are purchasing under the Master Agreement, or outside of the Master Agreement? Please clarify.

A127. Pricing must be the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies.

Q128. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – Under Pricing Commitment (b)(i), the RFP asks the Supplier to represent that the pricing offered is the lowest overall pricing (net to purchaser) on Products and Services that is offers to "Public Agencies". Please provide comprehensive definition of Public Agencies to accurately assess the scope and application of this provision throughout subsection (b) Pricing Commitment, specifically with regards to (b) (i), (ii), and (iv). In addition, please confirm if "Public Agencies" is meant to reflect the defined term "Participating Public Agencies"?

A128. See answer to question Q12. Additionally, see Appendix F Recitals, second paragraph.

Q129. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) –Under Pricing Commitment (b)(i), the RFP states that the pricing will be evaluated on either an overall project basis or the PA's actual usage. When referring to evaluated, is this meant to describe the evaluation of the Supplier's overall proposal or of their pricing offered during the course of the contract after an award? Could you please expound upon the intent behind "overall project basis" and "actual usage" as factors used to evaluate pricing?

A129. Supplier must demonstrate on an ongoing basis to Public Agencies that its pricing is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier can demonstrate this on an overall project basis or by utilizing Public Agency's actual usage.

Q130. **Supplier Qualifications and Supplier Information, Pricing Commitment (page 49)** –Under (b)(ii)(A), if the state contract is available only to a certain group of state agencies, would pricing under the Master Agreement only need to be made available to the matching subgroup of state agencies?

A130. Yes.

Q131. Supplier Qualifications and Supplier Information, Contracts Offering Lower Prices (page 49) – Vendors may have multiple other contracts and other master agreements with other entities (whether statewide agreements, regional cooperative agreements, or individual contracts). If any of these contracts have lower pricing than the Master Agreement, is it the intent of this provision that the vendor than provide the same lower pricing under the Master Agreement? Please clarify.

A131. Yes, See Supplier Qualifications and Supplier Information (b)(ii)(A)(B) and (C).

Q132. Supplier Qualifications and Supplier Information, Deviating Buying Patterns (page 49) – Can you please define what you would consider a "Deviating Buying Pattern" and under what circumstances this exception to the Pricing Commitment would apply?

A132. This language is more appropriate for product based contracts. An example would be 100 truck-loads of copy paper compared to the purchase of 10 cases for office supplies.

Attachment 1

Q133. Supplier Qualifications and Supplier Information, Deviating Buying Patterns (page 49) –
a) Can (b)(iii) on page 49, be interpreted to apply to GSA and FEDLINK federal supply schedule agreements, and thereby exclude them from the pricing commitment?
b) Can (b)(iii) be interpreted to apply to other state master agreements or regional cooperative agreements, and thereby exclude them from the pricing commitment? Please clarify.

A133. a) If a Public Agency, as defined in the RFP, can access the GSA and FEDLINK federal supply schedule agreements, then the Supplier Qualifications and Supplier Information, Commitments apply.
b) No.

Q134. Supplier Qualifications and Supplier Information, Section (d) (v) Sales Commitment (page 51) - Under this provision, how is the Supplier to perform this registration confirmation task? Does the County have a registration tool that can be accessed to identify if the Agency has registered? Can the County provide a registration document to the Supplier as each Public Agency registers? Will the Agencies supply this information on their PO's?

A134. Supplier will have access to this information through the U.S. Communities intranet website.

Q135. U.S. Communities Administration Agreement Instructions (page 52) – The RFP provides that the executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. It is this vendor's standard industry practice that such agreements are negotiated mutually by both parties. Will U.S. Communities be willing to negotiate the terms of the Administration Agreement? Please clarify.

A135. No.

Q136. Supplier Qualifications and Supplier Information, Section 7 (page 60) – Please clarify what is meant by commodity histories, procurement card histories, and green spend. Is there a sample report or template that you can provide?

A136. Supplier Qualifications and Supplier Information, Administration, Question 7, please describe any abilities your company has in providing historical spend of products and services, any historical spend through a procurement card, any spend considered to be environmental/sustainable, and any other reports you can offer to a Participating Public Agency.

Q137. Administration Agreement, Section 5.1 Fees and Reporting (page 69) - Is Supplier authorized to include the 2% administrative fee in the proposed pricing to the County and Participating Agencies?

A137. Yes, pricing is net to purchaser.

Q138. Administration Agreement, Section 5.4 Online Reporting (page 70) – What is the purpose of this reporting if the Supplier has already provided quarterly sales reports under Fees and Reporting section 5.2? On its face, it appears to be duplication of effort and resources.

A138. These are additional reports and not a duplication of reports.

Attachment 1

Q139. Administration Agreement, Section 6.4 Notices (page 71) - is it acceptable to submit reports electronically, to support our green initiatives? Reporting requirements under sections 5.9, 19, and (7) Administration of Supplier Qualifications could potentially result in hundreds of reports monthly.

A139. How a report is delivered will be determined by the County or Participating Public Agency, depending on the type of report and needs of the particular entity.

Q140. Appendix F - Sales Report Format (page 75) - The Supplier ID is a required field in the Sales Report and a Supplier ID Table is supposed to be included in the Sample Sales Report Format document. This Table is missing from the document. Can you provide this Supplier ID Table?

A140. This information will be provided upon award.

County of Fairfax, Virginia

ADDENDUM

DATE: August 24, 2014

ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS

REFERENCE: RFP 2000001701

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

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

The referenced request for proposal is amended as follows:

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

All other terms and conditions remain unchanged.

Kristy D Varda

Kristy D. Varda, CPPB
Contract Specialist II

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

_____
Name of Firm

_____ _____
(Signature) (Date)

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

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

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, **TTY:** 1800- 828-1140, **Fax:** (703) 324-3681

RFP PARAGRAPH REVISIONS

1. Replace paragraph 16.6 of the Special Provisions with:

   16.6. Proposal Evaluation Criteria

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

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

2. Replace paragraph 11.1 of the Special Provisions with:

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

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

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

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

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

   a. Contractor shall have, at a minimum, a working knowledge of the Universal Service Fund ("USF") program for schools and libraries.

   b. Contractor shall be a service provider as defined by the E-rate Program.

   c. Contractor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with USC member's E-rate Program to ensure that USC members receive all of the E-rate funding for which it has applied and to which it is entitled in connection with Contractor's services and/or products.

   d. Contractor shall submit with its proposal a Service Provider Identification Number ("SPIN").

e. Contractor shall provide to Participating Public Agency's staff and/or E-rate Consultant in a timely manner, within the posted E-Rate deadlines, all of the information and documentation that the Contractor has or that Contractor reasonably can acquire that Participating Public Agencies may need to prepare E-rate applications and/or to document transactions eligible for E-rate support (www.sl.universalservice.org).

f. At Participating Public Agency's discretion and consistent with E-rate Program regulations, Contractor either shall (a) apply the approved E-rate discount to all services and/or products approved for funding and invoice the Universal Service Administrative Company for the balance or (b) remit to FCPS the E-rate discounted amount pursuant to the Billed Entity Application Reimbursement Process or any other reimbursement process in effect.

g. Contractor shall list, price, and invoice separately any services that are ineligible for E-rate funding.

h. Contractor must not be currently on red light status by Universal Service Administration Company (USAC) and immediately notify -County and U.S. Communities if placed on red light status.

i. Contractor must not be currently debarred from E-rate participation by the Federal Trade Commission (FCC) and immediately notify County and U.S. Communities if debarred.

COMPETITIVE SOLICITATION

BY FAIRFAX COUNTY

FOR

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

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #2000001701

PRE-PROPOSAL CONFERENCE

RFP2000001701

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

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

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

FAIRFAX COUNTY

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

www.fairfaxcounty.gov/dpsm

V I R G I N I A

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

ISSUE DATE: August 12, 2015	**REQUEST FOR PROPOSAL NUMBER:** 2000001701	**TITLE:** Technology Products Services Solutions
DEPARTMENT: Purchasing & Supply Management	**DUE DATE/TIME:** September 17, 2015 / 2:00 P.M.	**CONTRACT SPECIALIST:** Kristy Varda at 703-324-3217; kristy.varda@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, the Certification Regarding Ethics in Public Contracting set forth in Appendix B, and by any other relevant certifications set forth in Appendix B.

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

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

☐ WOMEN OWNED LARGE (A) ☐ NON PROFIT (9)

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which Incorporated: _____

_____ Vendor Legally Authorized Signature

_____ Date

_____ Print Name and Title

_____

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

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

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INTRODUCTION AND BACKGROUND

1. MASTER AGREEMENT

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

2. OBJECTIVES

2.1. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

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

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

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

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

2.6. Provide Participating Public Agencies with environmentally responsible products and services.

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

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

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

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

- Virtualization: Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.

- Physical Security: Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access

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

- Communications: Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.

- Cloud: Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).

- Infrastructure: Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.

- Data Management: Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.

- Visual Communications: Visual communications that integrate audio, video, voice and presentation capabilities.

- UCC (Unified Communications and Collaboration): UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.

- Broadcast Studio: Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network and storage technologies).

- Law Enforcement: Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.

- Mobility: Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self-destructing content, and content linked back to the user.

- Asset Management: Asset management solutions to identify and manage installed software, hardware and license entitlements.

- Data Protection: Data protection to protect, backup, recover and archive data and applications.

- Energy and Water Conservation: Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.

- Financial Services: Financing options such as lease, lease to own, lease with option to own, and IT as a Service.

- Other Services and Solutions: Services and solutions not listed above that may be proposed by Offeror.

INTRODUCTION AND BACKGROUND

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

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

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

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

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

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

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

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

3.1.5.1. **Dell Products:**

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

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

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

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

3.1.6.1. **Panasonic Products:**

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

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

3.1.7. **EMC² Products, Services and Solutions**

3.1.7.1. **EMC² Products:**

- Big Data: A complete offering of EMC² Big Data products including, but not

limited to, storage, analytics, applications and any other Big Data products offered by EMC².

- Cloud: A complete offering of EMC² cloud products including, but not limited to, applications, data protection, infrastructure, security, cloud enabled solutions and any other cloud products offered by EMC².
- Convergent Infrastructure: A complete offering of EMC² convergent infrastructure products including, but not limited to, blocks, racks, appliances, reference architecture and any other convergent infrastructure products offered by EMC².
- Storage: A complete offering of EMC² storage products including, but not limited to, primary storage, software-defined storage, enterprise applications storage, storage for small and medium organizations, data protection products and any other storage products offered by EMC².
- Security: A complete offering of EMC² security products including, but not limited to, authentication, data loss prevention, data protection, fraud prevention, governance, risk and compliance, identity and access management, network analytics, security information and event management, cyber security framework, incident response assistance, and any other security products offered by EMC².

3.1.7.2. **EMC² Services and Solutions:**

- Big Data: A complete offering of EMC² Big Data consulting, services and solutions.
- Cloud: A complete offering of EMC² cloud management, support, services and solutions.
- Content Management: A compete offering of EMC² content management services and solutions including, but not limited to, process management, capture, customer communications, collaboration, pervasive governance and any other content management services and solutions offered by EMC².
- Data Protection Solutions: A complete offering of EMC² data protection solutions including, but not limited to, data protection solutions for Oracle, data protection solutions for Microsoft, data protection solutions for SAP, data protection solutions for VMware, data protection solutions for EMC Enterprise Hybrid Cloud, data protection solutions for Big Data, deduplication solutions, desktop, laptop and remote office solutions, disaster recovery solutions, mainframe tape replacement solutions, tape replacement solutions and any other data protection services and solutions offered by EMC².
- Infrastructure Management: A complete offering of EMC² infrastructure management services and solutions including, but not limited to, data center automation, IT operations management, IT performance management, configuration and compliance management, storage resource management, applications performance management, Vblock platform management and any other infrastructure management services and solutions offered by EMC².
- Security: A complete offering of EMC² security services and solutions including, but not limited to, advance security operations, authentication, data loss prevention, fraud prevention, network monitoring and any other security services and solutions offered by EMC².
- General Services and Solutions: A complete offering of any additional EMC² services and solutions including, but not limited to, installation, support, warranties, training, and any other services and solutions offered by EMC².

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

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

CommVault.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1.15.1. **Microsoft Products:**

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

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

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

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

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

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

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

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

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

4. U.S. COMMUNITIES

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

National Sponsors

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

Advisory Board

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

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

Current U.S. Communities Advisory Board Members

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

Participating Public Agencies

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

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

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

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

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

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $500 million in sales annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products and services required to be purchased under the proposed Master Agreement, Fairfax County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2014 purchased more than $168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

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

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

Marketplace

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

Multiple Awards

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

Evaluation of Proposals

INTRODUCTION AND BACKGROUND

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

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

SPECIAL PROVISIONS

1. SCOPE OF SERVICES:

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

2. PRE-PROPOSAL CONFERENCE:

2.1. An optional pre-proposal conference will be held on August 26, 2015 at 10:30 A.M. in the Fairfax County Government Center, Conference Center Room 4/5, 12000 Government Center Parkway, Fairfax, Virginia. To request reasonable ADA accommodations, call the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven working days in advance of the event to make the necessary arrangements.

2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors should submit any questions in writing pertaining to the RFP, in writing, prior to the pre-proposal conference to Kristy Varda at dpsmteam1@fairfaxcounty.gov or kristy.varda@fairfaxcounty.gov prior to the pre-proposal conference by close of business, August 21, 2015.

3. CONTRACT PERIOD AND RENEWAL:

3.1. This contract will begin on date of award and terminate on the 3rd anniversary of the award with the option to renew for 4 additional 1 year periods or any combination of time equally not more than 4 years.

3.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. BACKGROUND:

4.1 Fairfax County (the County)

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

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

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

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

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

5. PROGRAM REQUIREMENTS:

5.1. Qualified Offerors may be authorized resellers of the Products and Services listed in Introduction and Background, paragraph 3, General Definition of Products and Services or direct manufacturers of the Products and Services.

5.1.1. Offerors who are resellers must represent, sell and service the Products and Services listed in Introduction and Background, paragraph 3, General Definition of Products and Services.

5.1.2. Offerors who are direct manufacturers may respond with their Products and Services only.

5.2. Qualified Offerors of the Products and Services shall meet the following certification requirements and shall provide proof of certification from the manufacturer unless Offeror itself is a manufacturer of the Products and Services:

5.2.1. Cisco Gold Certified Partner

5.2.2. HP Gold or Platinum partner

5.2.3. Dell Partner Direct Preferred or Premier Partner

5.2.4. Panasonic Authorized Reseller Partner

5.2.5. EMC² Gold or Platinum Partner

5.2.6. CommVault Value-Added Reseller

5.2.7. Symantec Gold or Platinum Partner

5.2.8. VMware Enterprise or Premier Partner

5.2.9. Microsoft Gold Certified Partner

5.2.10. Citrix Gold Solutions Advisor or Platinum Solutions Advisor

5.2.11. NetApp Platinum or Star Partner

5.3. If Offeror is a manufacturer of the Products and Services and has partner resellers/dealers/distributors that sell's manufacturer's Products and Services, then the partner resellers/dealers/distributors must agree to the terms and conditions of this RFP and Offeror shall provide documentation of such.

5.4. Offeror must have the resources to work with multiple entities at the same time.

SPECIAL PROVISIONS

5.5. Throughout the life of this contract, the successful Offeror(s) will maintain expertise, resources and capabilities to perform the following

5.5.1. Provide commercial hardware, software, peripherals and accessories as ordered under the task order;

5.5.2. Perform consulting, assessment, design, integration, installation, and managed Services and Solutions at the task order level;

5.5.3. Perform a wide range of professional, technical support and engineering services and solutions to support the mission and objectives of Fairfax County and Participating Public Agencies as authorized buyers of this contract;

5.5.4. Provide maintenance support of the services and solutions;

5.5.5. Provide ancillary support (logistics support, etc.) relating to provisions of the Products and Services listed in Introduction and Background, paragraph 3, General Definition of Products and Services;

5.5.6. Provide project management support for each deliverable under the contract; and

5.5.7. Provide project-specific and overall contract performance reporting, as required.

5.6. STAFF EXPERIENCE:

5.6.1. Offeror shall describe the credentials of staff and how they are certified and trained to provide the Products and Services required in Introduction and Background, paragraph 3, General Definition of Products and Services for Participating Public Agencies.

5.6.2. Offeror shall describe the number and type of staff its company proposes to service this contract, i.e. technical, service, training, executive support, etc. and its hiring practices for such positions for Participating Public Agencies.

5.6.3. Offeror shall describe its methodology for training Participating Public Agency end users.

5.6.4. Offeror shall describe its experience with managing major government projects.

5.6.5. Offeror shall describe its processes for assigning staff to specific projects, along with the credentials of the staff members. Offeror should include how it will involve the County or other Participating Public Agencies to ensure projects are staffed to be successful.

5.7. CUSTOMER SERVICE:

The County is focused on customer service with a philosophy to provide all customers with quality Products and Services in a manner that is courteous, responsive, accessible and seamless. The Products and Services will be delivered by patience, understanding, good will and without regard to our own convenience. The selected Contractor will be expected to use these guidelines in developing the proposed solution:

- Accessible, courteous, responsive and seamless customer service is of highest priority for the County and Participating Public Agencies;

- Accessible service means that citizens have easy access to the organization;

- Seamless customer service means that the Offeror's employees know what they are doing, that information is accurate, that they have a good understanding of how to get problems and decisions made, that they are trained and evaluated for the jobs they are doing;

- Customer service goals must be measurable and regularly evaluated; and

- Continuous improvements in customer service must be made in order to make County and Participating Public Agency services accessible, responsive and as seamless as possible.

5.8. FINANCING OPTIONS:
Offeror should include any financing solutions and payment options available to Participating Public Agencies.

5.9. REPORTING REQUIREMENTS:

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

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

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

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

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

5.10. SUPPORT AND MAINTENANCE:

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

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

5.11. REPRESENTATIONS AND WARRANTIES:

The Offeror represents, warrants and covenants that:

5.11.1. The Products and Services shall satisfy all requirements set forth in the Agreement, including but not limited to any Appendices;

5.11.2. All work performed by the Offeror and/or its subcontractors pursuant to the Agreement shall meet highest industry standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

5.11.3. Neither the Products and Services nor any software or hardware provided by the Offeror under the Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;

5.11.4. The Offeror has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under the Agreement by virtue of interruptions in the computer systems used by the Offeror;

5.11.5. All software and documentation provided by the Offeror or its subcontractors will have sufficient information and capabilities to enable the County to permit the public inspection and examination and to provide electronic copies of public records stored, manipulated or retrieved by the Products; and

5.11.6. All software and documentation provided by the Offeror or its subcontractors will have sufficient information to enable the County to create an index containing the following information with respect to each database used by the Products without extraordinary commitments of staff or resources: (i) annotated list of data fields: name, description, and restricted field indicator; (ii) description of the format or record layout; (iii) frequency with which the database is updated; (iv) list of any data fields to which public access is restricted; (v) description of each form in which the database can be copied or reproduced; (vi) title of the database; (vii) owner of the data; (viii) narrative description of the database; (ix) person creating the index; and (x) purpose of the database. The Offeror agrees that the information set forth in the preceding sentence constitutes a public record and may be disclosed by the County without the Offeror's consent.

5.12. BACKGROUND CHECKS:

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

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

6. TECHNICAL PROPOSAL INSTRUCTIONS:

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

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

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

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

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

Tab 2 – EXECUTIVE SUMMARY:
The Offeror will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 3 – OFFEROR PROFILE:
The Offeror must provide a profile of its organization and all other companies who will be providing products or services through a subcontracting arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

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

Tab 4 PROPOSAL:
The Offeror shall provide a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing Offeror's best offer. Following is a framework and questions to guide your organizations suggested solution. Please address the following as completely as possible for each component of the Project in Introduction and Background, Paragraph 3, General Definition of Products and Services and Special Provisions, Paragraph 5, Program Requirements.

- Include a complete listing of programs and services proposed in the same order as Introduction and Background, Paragraph 3, General Definition of Products and Services.

- Process: What steps will your organization take to ensure that the transition/implementation for the Project runs smoothly?

- Transition Plan: If applicable to the Product or Service, the Offeror shall prepare and submit to the County for approval a comprehensive and detailed Transition Plan, which describes in detail all tasks and resources associated with the transition of the Products and Services to the Offeror with minimum disruption to the County's operations.

- Project Plan: Submit a Project Plan (preferably in MS Project format) to describe, to the best of your ability, all times, tasks and resources associated with the implementation of the Project.

- Client Relationship Management: Describe the communications scheme that your organization will use to keep the County informed about the progress of the Project.

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

Tab 5 OFFEROR QUALIFICATIONS AND EXPERIENCE:

1. The Offeror shall describe its qualifications and experience related to the programs and services proposed. Describe Offeror's ability to meet or exceed requirements in the Special Provisions, Paragraph 5, Program Requirements.

2. Offeror shall identify and provide the same information for all subcontractors or joint venture partners and identify their role in your proposed solution.

3. Offeror shall include copies of any applicable End User License Agreements (EULA) and Service Level Agreements (SLA).

Tab 6 NATIONAL QUALIFICATIONS (Appendix D):

1. Supplier Qualifications, Offeror must include a narrative of its understanding and acceptance of the Supplier Commitments.

2. Completed and signed Supplier Qualification Worksheet for National Program Consideration.

3. Detailed response to each element of the SUPPLIER INFORMATION on pages 56-60 (Appendix D).

Tab 7 – FINANCIAL STATEMENTS:

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

Tab 8 – APPENDIX B DOCUMENTS:

Offeror Data Sheet

Virginia State Corporation Commission Registration Information

Business, Professional and Occupational License

Certification Regarding Debarment or Suspension

Certification Regarding Ethics in Public Contracting

Business Classification

Subcontractor(s) Notification Form

Tab 9 – REFERENCES

The Offeror shall complete Appendix C, References.

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

7. COST PROPOSAL INSTRUCTIONS:

7.1. The offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.

7.2. Prices may be proposed by region, zone or other categorization.

SPECIAL PROVISIONS

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

Tab 1 – PROPOSED PRODUCT PRICING:
For any proposed products, Offeror shall provide the following.

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

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

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

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

Tab 2 – PROPOSED SERVICES AND SOLUTIONS:
For any proposed services or solutions, Offeror shall provide the following.

1. For any proposed services and solutions, Offeror must provide a detailed price breakdown for each service or solution separately as well as totals for services provided together, if prices differ.

2. All prices offered in the cost proposal shall include labor, supervision, equipment, travel and any other incidentals to complete the solution, application or service.

3. Labor categories shall be displayed on a cost per hour, either all inclusive or cost per position (director, technical architect, project manager, etc.).

Tab 3 Additional Offerings:

1. Detail any additional pricing incentives, discounts or rebates that may be available such as for large volume, bundled solutions, applications, products and services, etc., to Participating Public Agencies.

2. Detail any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, transit authority, etc.

3. Provide the methodology of how you will substantiate and justify any requests for adjustment in cost of solutions, applications, products, and services during the term of the contract. Please refer to paragraph 9.

Tab 4 Scenarios:

1. Offerors are asked to take the pricing offered in Tabs 1 through 3 and apply it to the scenarios listed in Attachment 1.

2. Response to scenarios must identify the technical capabilities to meet the scenario along with the cost of these technical capabilities.

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

8. CONSULTATION SERVICES:

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

9. PRICING:

9.1. The pricing structure, discounts and fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, the Producer Price Index (PPI) or other relevant indices.

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

9.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors.

10. TRADE SECRETS/PROPRIETARY INFORMATION:

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

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

11. CONTACT FOR CONTRACTUAL MATTERS:

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

Kristy D. Varda, CPPB, Contract Specialist
Department of Purchasing and Supply Management
Telephone: (703) 324-3217
kristy.varda@fairfaxcounty.gov

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

12. REQUIRED SUBMITTALS:

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

SPECIAL PROVISIONS

13. SUBMISSION OF PROPOSAL:

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

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

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

13.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

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

13.5. The submitted proposals shall be as follows:

Each original and copy of the Technical proposal shall consist of:

a. Cover sheet (DPSM32)

b. Technical proposal as required in the Special Provisions, paragraph 6, **TECHNICAL PROPOSAL INSTRUCTIONS**.

Each original and copy of the Cost proposal shall consist of:

a. Cover sheet (DPSM32)

b. Cost proposal as required in the Special Provisions paragraph 7, **COST PROPOSAL INSTRUCTIONS**.

13.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

13.7. The County will be receiving proposals periodically throughout the contract period. The date and time for subsequent submission opportunities will be established at the sole discretion of the County. Each opportunity for submission will be advertised as required by the *Fairfax County Purchasing Resolution*.

SPECIAL PROVISIONS

14. LATE PROPOSALS:

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

15. PERIOD THAT PROPOSALS REMAIN VALID:

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

16. BASIS FOR AWARD:

16.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror(s) whose proposal(s) is/are determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.

16.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.

16.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.

16.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

16.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

16.6. Proposal Evaluation Criteria

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

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

b.	Offeror's understanding and acceptance of SUPPLIER COMMITMENTS, SUPPLIER WORKSHEET AND SUPPLIER INFORMATION	30 points
c.	Offeror's Products and Services offerings	10 points
d.	Reasonableness of cost proposal(s)	25 points

16.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

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

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

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

16.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

17. INSURANCE:

17.1 The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

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

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

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

c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated

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

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

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

f. Rating Requirements:

1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

g. Indemnification**:** Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.

h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.

i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.

17.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

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

18. METHOD OF ORDERING:

18.1 The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.

18.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.

18.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.

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

SPECIAL PROVISIONS

18.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

19. REPORTS AND INVOICING:

19.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.

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

a. Employee name;
b. The name of the County department;
c. Date of services
d. Contract and/or Purchase order number;
e. The type of services; and,
f. The itemized cost for each item/service.

19.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-f. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

20. PAYMENTS:

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

21. CHANGES:

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

21.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

22. DELAYS AND SUSPENSIONS:

22.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

22.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time

that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

22.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

23. ACCESS TO AND INSPECTION OF WORK:

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

24. PROJECT AUDITS:

24.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:

a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;

b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;

c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,

d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.

24.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.

24.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

24.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.

24.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

SPECIAL PROVISIONS

25. DATA SOURCES:

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

26. SAFEGUARDS OF INFORMATION:

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

27. ORDER OF PRECEDENCE:

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

28. SUBCONTRACTING:

28.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance http://www.dba.state.va.us; the Virginia Department of Minority Business Enterprise http://www.dmbe.state.va.us/; local chambers of commerce and other business organizations.

28.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

29. USE OF CONTRACT BY OTHER PUBLIC BODIES:

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

29.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).

29.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

29.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

29.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

SPECIAL PROVISIONS

30. NEWS RELEASE BY VENDORS:

30.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

31. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

31.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

31.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

32. HIPAA COMPLIANCE:

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

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

33. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

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

COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

2. DEFINITIONS-

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

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

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

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

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

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

COUNTY: County of Fairfax.

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

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

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

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

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

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

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

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

General Conditions and Instructions to Bidders

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

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

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

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

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

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

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

4. LATE BIDS & MODIFICATIONS OF BIDS-

a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:

   1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or

   2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.

b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.

c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.

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

5. WITHDRAWAL OF BIDS-

a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which 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.

General Conditions and Instructions to Bidders

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

c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIFICATIONS

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

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

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

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

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

AWARD

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

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

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

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

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

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

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

27. PROMPT PAYMENT DISCOUNT-

a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.

b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

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

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

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

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

CONTRACT PROVISIONS

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

a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.

b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

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

General Conditions and Instructions to Bidders

33. TERMINATION OF CONTRACT FOR CAUSE-

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

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

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

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

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

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

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

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

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

41. SMALL AND MINORITY BUSINESS UTILIZATION

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

General Conditions and Instructions to Bidders

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

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

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

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

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

DELIVERY PROVISIONS

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

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

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

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

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

General Conditions and Instructions to Bidders

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

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

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

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

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

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

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

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

BILLING

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

PAYMENTS

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

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

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

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

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

General Conditions and Instructions to Bidders

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

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

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

64. OFFICIALS NOT TO BENEFIT-

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

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. 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.

72. PROTEST OF AWARD OR DECISION TO AWARD-

a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

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

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

73. CONTRACTUAL DISPUTES-

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

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

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

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

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

General Conditions and Instructions to Bidders

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

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

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

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

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

OFFEROR DATA SHEET

NAME OF OFFEROR:_____

ADDRESS: _____

_____

E-MAIL ADDRESS: _____

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

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

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

Payment Address, if different from above:

_____

_____

Fairfax County Bidder or Supplier Number (if applicable)

_____

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

VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The bidder:

□ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

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

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

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

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

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

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

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

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

_____
_____
_____
_____
_____
_____
_____

_____ _____
Signature Date

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

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

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

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.

2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

Certification Regarding Ethics in Public Contracting

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

Check one:

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

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

If 2 is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

_____

_____

_____

Description of the consideration received in exchange and its value:

_____

_____

_____

Printed Name of Bidder/Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address:_____

City/State/Zip: _____

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

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BUSINESS CLASSIFICATION

DEFINITIONS

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

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

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

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

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

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification**:** _____

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

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

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

Complete and return this form with your proposal.

REFERENCES

Provide 3 references, preferably public agencies, where Products or Services have been performed in the last 12 months. If additional space is required, provide on a separate sheet.

Reference 1

Company Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____ Address: _____
_____

Description of technology products and solutions provided:

Contract Award Date: _____ Completion Date: _____

Initial Contract Amount: $_____ Final Contract Amount: $_____

****

Reference 2

Company Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____ Address: _____
_____

Description of technology products and solutions provided:

Contract Award Date: _____ Completion Date: _____

Initial Contract Amount: $_____ Final Contract Amount: $_____

****

Reference 3

Company Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____ Address: _____
_____

Description of technology products and solutions provided:

Contract Award Date: _____ Completion Date: _____

Initial Contract Amount: $_____ Final Contract Amount: $_____

****

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

COMMITMENTS

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

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment**.

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

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

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

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

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

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

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

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

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

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

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

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

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

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

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

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

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

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

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

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

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

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

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

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

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

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

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

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

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INSTRUCTIONS

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

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

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES____ NO____

B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES____ NO____

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ NO____

D. Did your company have sales greater than $100 million last year in the United States?
YES____ NO____

E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES____ NO____

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

G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES____ NO____

H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____

I. Will your company commit to the following program implementation schedule?
YES____ NO____

J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO____

_____

Submitted by:

_____ _____
(Printed Name) *(Signature)*

_____ _____
(Title) *(Date)*

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

NEW SUPPLIER IMPLEMENTATION CHECKLIST

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

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

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

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

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

Company

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

   Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Describe how the above sales persons would be utilized in selling this contract, including the time commitment each sales person will devote to selling this contract.

3. Provide the company annual sales for 2012, 2013 and 2014 in the United States; Sales reporting should be segmented into the following categories:

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

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

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

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

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

6. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.

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

3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.

4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

5. Provide the number and location of support centers (if applicable).

6. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

    a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.

    b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

Marketing

1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.

2. Explain how your company will educate its national sales force about the Master Agreement.

3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.

4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.

    a. $_____.00 will be transitioned in year one.
    b. $_____.00 will be transitioned in year two.
    c. $_____.00 will be transitioned in year three.

National Staffing Plan

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:

    a. Identify the key personnel who will lead and support the implementation period of the contract outlined in Appendix D, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;

    b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;

    c. Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member's role in maintaining and growing the contract; and 3) a timeline of each member's involvement throughout the contract.

2. Provide an organizational chart of your company.

3. Submit the resumes of the below personnel:

    a. The person your company proposes to serve as the National Accounts Manager,

    b. Each person that will be dedicated full time to U.S. Communities account management, and

    c. Key executive personnel that will be supporting the program.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

Products, Services and Solutions

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Introduction and Background, Paragraph 5, General Definition of Products and Services of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

2. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.

3. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for the Products and Services.

Quality

1. Describe your company's quality control processes.

2. Describe your problem escalation process.

3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

4. Describe and provide all product or service warranties.

Administration

1. Describe your company's capacity to employ telephone, ecommerce, etc., with a specific proposal for processing orders under the Master Agreement.

2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

3. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

4. Describe your company's ecommerce capabilities:

    a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

    b. Provide detail on where your company has integrated with a pubic agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

5. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

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

7. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

8. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Environmental

1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy.

2. Describe your company's process for defining green products or sustainable processes.

3. Provide a green product listing. Describe any environmental attributes (recycled materials, energy efficiency, biodegradable, low-toxicity, etc.) or certifications achieved for each product.

4. Describe your product's recyclability. Describe any buy back or take back options offered. Describe your company's efforts to reduce or reuse packaging and minimize environmental footprint in the shipping process.

5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Additional Information

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

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

1. That each party will facilitate the cooperative procurement of Products and Services.

2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services

5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

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

9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

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

ADMINISTRATION AGREEMENT

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

RECITALS

WHEREAS, _____("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

ADMINISTRATION AGREEMENT

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

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

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

ADMINISTRATION AGREEMENT

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

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

(a) **Corporate Commitment**.

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

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

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

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

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

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

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

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

(b) **Pricing Commitment**.

ADMINISTRATION AGREEMENT

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

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

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

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

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

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

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

ADMINISTRATION AGREEMENT

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

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

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

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

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

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

ADMINISTRATION AGREEMENT

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

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

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

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

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

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

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

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-

compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit up to the first $50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed $50,000. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month,

ADMINISTRATION AGREEMENT

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

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

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

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

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

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

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

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

ADMINISTRATION AGREEMENT

(vii) Sales Report Builder

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

ARTICLE VI

MISCELLANEOUS

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

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

6.3 Assignment.

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

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

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

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

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

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

ADMINISTRATION AGREEMENT

extent whatever.

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

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

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

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

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

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

ADMINISTRATION AGREEMENT

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

_____

By _____

Name: _____

Title: _____

ADMINISTRATION AGREEMENT

EXHIBIT A

MASTER AGREEMENT

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

ADMINISTRATION AGREEMENT

EXHIBIT B

SALES REPORT FORMAT

Appendix B - US (Data Format)

Sales Report Template

TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00

SALES REPORT DATA FORMAT

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

Agency Type Table

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

STATE NOTICE ADDENDUM

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

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:

State of Oregon, State of Hawaii, State of Washington

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

STATE NOTICE ADDENDUM

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

STATE NOTICE ADDENDUM

State: HI **(122 records)**

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

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

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

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

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

Lanai Community Health Center
Maui High Band Booster Club
Naalehu Assembly of God
outrigger canoe club
One Kalakaua
Native Hawaiian Hospitality Association
St. Theresa School
Hawaii Peace and Justice
Kauai Youth Basketball Association
NA HALE O MAUI
LEEWARD HABITAT FOR HUMANITY
WAIANAE COMMUNITY OUTREACH
NA LEI ALOHA FOUNDATION
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
BUILDING INDUSTRY ASSOCIATION OF HAWAII
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
LANAKILA REHABILITATION CENTER INC.
POLYNESIAN CULTURAL CENTER
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
BISHOP MUSEUM
ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
ASSOSIATION OF OWNERS OF KUKUI PLAZA
MAUI ECONOMIC DEVELOPMENT BOARD
NETWORK ENTERPRISES, INC.
HONOLULU HABITAT FOR HUMANITY
ALOHACARE
ORI ANUENUE HALE, INC.
IUPAT, DISTRICT COUNCIL 50
GOODWILL INDUSTRIES OF HAWAII, INC.
HAROLD K.L. CASTLE FOUNDATION
MAUI ECONOMIC OPPORTUNITY, INC.
EAH, INC.
PARTNERS IN DEVELOPMENT FOUNDATION
HABITAT FOR HUMANITY MAUI
W. M. KECK OBSERVATORY
HAWAII EMPLOYERS COUNCIL
HAWAII STATE FCU
MAUI COUNTY FCU
PUNAHOU SCHOOL
YMCA OF HONOLULU
EASTER SEALS HAWAII
AMERICAN LUNG ASSOCIATION
Pohaha I Ka Lani
Hawaii Area Committee
Lanai Federal Credit Union
READ TO ME INTERNATIONAL FOUNDATION
MAUI FAMILY YMCA
WAILUKU FEDERAL CREDIT UNION
ST. THERESA CHURCH
HALE MAHAOLU
West Maui Community Federal Credit Union
Hawaii Island Humane Society

STATE NOTICE ADDENDUM

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

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

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

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

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

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

Honolulu Community College
COLLEGE OF THE MARSHALL ISLANDS

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

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

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

CITY AND COUNTY OF HONOLULU
Lanai Youth Center

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

US Navy
Defense Information System Agency

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

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

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

STATE NOTICE ADDENDUM

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

STATE NOTICE ADDENDUM

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

STATE NOTICE ADDENDUM

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

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

GILLIAM COUNTY OREGON
HOUSING AUTHORITY OF CLACKAMAS COUNTY
UMATILLA COUNTY, OREGON
MULTNOMAH LAW LIBRARY
clackamas county
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
coos county
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
GILLIAM COUNTY
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
jackson county
josephine county
klamath county
LANE COUNTY
LINN COUNTY
MARION COUNTY , SALEM, OREGON
MULTNOMAH COUNTY
SHERMAN COUNTY
WASCO COUNTY
YAMHILL COUNTY
WALLOWA COUNTY
ASSOCIATION OF OREGON COUNTIES
NAMI LANE COUNTY
BENTON COUNTY
DOUGLAS COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
POLK COUNTY
UNION COUNTY
WASHINGTON COUNTY
MORROW COUNTY
NORCOR Juvenile Detention
Tillamook County Estuary
Job Council
BAKER CNTY GOVT
TILLAMOOK CNTY
Wheeler County
Lane County Sheriff's Office
Clackamas County Juvenile Dept
City of Seaside Police Department

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

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

STATE NOTICE ADDENDUM

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

STATE NOTICE ADDENDUM

CHURCH
NORTHWEST FOOD PROCESSORS ASSOCIATION
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
OREGON EDUCATION ASSOCIATION
HEARING AND SPEECH INSTITUTE INC
SALEM ELECTRIC
MORRISON CHILD AND FAMILY SERVICES
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUSUEM OF SCIENCE AND INDUSTRY
FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy
GEN CONF OF SDA CHURCH WESTERN OR
PORTLAND ADVENTIST ACADEMY
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND SW WA
WILLAMETTE VIEW INC.
PORTLAND HABILITATION CENTER, INC.
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
Rose Villa
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
Oregon Research Institute
WILLAMETTE LUTHERAN HOMES, INC
LANE MEMORIAL BLOOD BANK
PORTLAND JEWISH ACADEMY
LANECO FEDERAL CREDIT UNION
GRANT PARK CHURCH
ST. MARYS OF MEDFORD, INC.
US CONFERENCE OF MENONNITE BRETHREN CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
EDUCATION NORTHWEST
COMMUNITY ACTION TEAM, INC.
EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH
WOODBURN AREA CHAMBER OF COMMERCE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CITY BIBLE CHURCH
OREGON LIONS SIGHT & HEARING FOUNDATION
PORTLAND WOMENS CRISIS LINE
THE SALVATION ARMY - CASCADE DIVISION
WILLAMETTE FAMILY
WHITE BIRD CLINIC
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
HOUSING NORTHWEST
OREGON ENVIRONMENTAL COUNCIL
MEALS ON WHEELS PEOPLE, INC.
FAITH CENTER
Bob Belloni Ranch, Inc.
GOOD SHEPHERD COMMUNITIES
SACRED HEART CATHOLIC DAUGHTERS
HELP NOW! ADVOCACY CENTER
TENAS ILLAHEE CHILDCARE CENTER
SUNRISE ENTERPRISES
LOOKING GLASS YOUTH AND FAMILY SERVICES
SERENITY LANE

STATE NOTICE ADDENDUM

EAST HILL CHURCH
LA GRANDE UNITED METHODIST CHURCH
COAST REHABILITATION SERVICES
Edwards Center Inc
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
NEW HOPE COMMUNITY CHURCH
KLAMATH HOUSING AUTHORITY
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
SPONSORS, INC.
COLUMBIA COMMUNITY MENTAL HEALTH
ADDICTIONS RECOVERY CENTER, INC
METRO HOME SAFETY REPAIR PROGRAM
OREGON SUPPORTED LIVING PROGRAM
SOUTH COAST HOSPICE, INC.
ALLFOURONE/CRESTVIEW CONFERENCE CTR.
The International School
REBUILDING TOGETHER - PORTLAND INC.
PENDLETON ACADEMIES
PACIFIC FISHERY MANAGEMENT COUNCIL
DOGS FOR THE DEAF, INC.
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
EMMAUS CHRISTIAN SCHOOL
DELIGHT VALLEY CHURCH OF CHRIST
SAINT CATHERINE OF SIENA CHURCH
PORT CITY DEVELOPMENT CENTER
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
CENTRAL CITY CONCERN
CANBY FOURSQUARE CHURCH
EMERALD PUD
VERMONT HILLS FAMILY LIFE CENTER
BENTON HOSPICE SERVICE
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
COMMUNITY CANCER CENTER
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
CASCADIA BEHAVIORAL HEALTHCARE
WILD SALMON CENTER
BROAD BASE PROGRAMS INC.
SUNNYSIDE FOURSQUARE CHURCH
TRAINING EMPLOYMENT CONSORTIUM
RELEVANT LIFE CHURCH
211INFO
SONRISE CHURCH
LIVING WAY FELLOWSHIP
Women's Safety & Resource Center
SEXUAL ASSAULT RESOURCE CENTER
IRCO
NORTHWEST YOUTH CORPS
TILLAMOOK CNTY WOMENS CRISIS CENTER
SECURITY FIRST CHILD DEVELOPMENT CENTER
CLASSROOM LAW PROJECT
YOUTH GUIDANCE ASSOC.
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
ELMIRA CHURCH OF CHRIST
JASPER MOUNTAIN
ACUMENTRA HEALTH
WORKSYSTEMS INC
COVENANT CHRISTIAN HOOD RIVER
OREGON DONOR PROGRAM
NAMI OREGON
OLIVET BAPTIST CHURCH
SILVERTON AREA COMMUNITY AID
CONFEDERATED TRIBES OF GRAND RONDE
NEIGHBORIMPACT
CATHOLIC COMMUNITY SERVICES
NEW AVENUES FOR YOUTH INC
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
DECISION SCIENCE RESEARCH INSTITUTE, INC.
WESTERN STATES CENTER
HIV ALLIANCE, INC
PARTNERSHIPS IN COMMUNITY LIVING, INC.
FANCONI ANEMIA RESEARCH FUND INC.
BLIND ENTERPRISES OF OREGON
OREGON BALLET THEATRE
SMART
All God's Children International
FARMWORKER HOUISNG DEV CORP
UMPQUA COMMUNITY DEVELOPMENT CORPORATION
REGIONAL ARTS AND CULTURE COUNCIL
THE EARLY EDUCATION PROGRAM, INC.
MACDONALD CENTER
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
SELF ENHANCEMENT INC.

STATE NOTICE ADDENDUM

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

STATE NOTICE ADDENDUM

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

STATE NOTICE ADDENDUM

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

STATE NOTICE ADDENDUM

St. Peter Catholic Church
Mid Willamette Valley Community Action
A Hope For Autism Foundation
Breast Friends
SEPTL Southeast Portland Tool Library
National Christian Community Foundation
Legal Aid Services of Oregon LITC
Willamette Valley Babe Ruth
Center For Continuous Improvement
SEIU Local 49
Emerald Media Group
Trillium Sprigs
Youth Dynamics
Ashland Art Center
Apostolic Church of Jesus Christ
DOUGLAS FOREST PROTECTIVE
Oregon Lyme Disease Network
Ecotrust
SPECIAL MOBILITY SERVICES
Historical Outreach Foundation
Teras Interventions and Counseling Inc
Salem Area Chamber of Commerce
First Congregational Chrch
OREGON STATE FAIR
Ronald McDonald House Charities of Oregon & Southwest Washington
Center for Human Development
Bridges to Change
DePaul Treatment Centers, Inc.
Mission Increase Foundation
Curry Public Transit Inc
THREE RIVERS CASINO
Brookings Harbor Christian School
Yamhill Community Care Organization
Portland Japanese Garden
The Madeleine Parish
The Tucker-Maxon Oral School
Southwest Neighborhoods, Inc
Wallowa Valley Center For Wellness
KIDS INTERVENTION AND DIAGNOSTIC CENTER
Portland Yacht Club
League of Women Voters
United Way of Lane County
Unithed Way
Portland Oregon Visitors Association
Southern Oregon Project Hope
Our United Villages
Samaritan Health Services Inc.
Kilchis House
Calvary Assembly of God
Lake Grove Presbyterian Church
Grace Lutheran School
Western Mennonite School
OEA CHOICE TRUST
American Tinnitus Association
Oregon Coast Aquarium, Inc.
Unitus Community Credit Union
St John the Baptist Greek Orthodox Church
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON
Oregon Rural Electric Cooperative Association
THE MILL CASINO

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

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

STATE NOTICE ADDENDUM

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

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

Clackamas River Water Providers
eickhoff dev co inc
The Klamath Tribe
Cannon Beach Fire
Life Flight Network LLC
COVENANT RETIREMENT COMMUNITIES
PENTAGON FEDERAL CREDIT UNION
SAIF CORPORATION
GREATER HILLSBORO AREA CHAMBER OF COMMERCE
LANE ELECTRIC COOPERATIVE
USAGENCIES CREDIT UNION
DOUGLAS ELECTRIC COOPERATIVE, INC.
ROGUE FEDERAL CREDIT UNION
PACIFIC CASCADE FEDERAL CREDIT UNION
LOCAL GOVERNMENT PERSONNEL INSTITUTE
GRANTS PASS MANAGEMENT SERVICES, DBA
SPIRIT WIRELESS
Kartini Clinic
OFFICE OF PUBLIC DEFENSE SERVICES
Clatskanie People's Utility District
MARION COUNTY HEALTH DEPT
Ricoh USA
Heartfelt Obstetrics & Gynecology
Coquille Economic Development Corporation
Cintas
CITY/COUNTY INSURANCE SERVICE
COMMUNITY CYCLING CENTER
Shangri La
Portland Impact
Eagle Fern Camp
KLAMATH FAMILY HEAD START
RIVER CITY DANCERS
Oregon Permit Technical Association
KEIZER EAGLES AERIE 3895
Pgma/Cathie Bourne
Sunrise Water
Burns Paiute Tribe
Oregon Public Broadcasting
La Grande Family Practice
SELCO Community Credit Union
Sphere MD
sunrise water authority
OREGON JUDICIAL DEPARTMENT
Confederated Tribes of Warm Springs
Halsey-Shedd Fire District
Nez Perce Tribe
Obsidian Urgent Care, P.C.
First Presbyterian Church of La Grande
CONFLUENCE ENVIRONMENTAL CENTE
A&I Benefit Plan Administrators, Inc.
crescent grove cemetery

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

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

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

STATE NOTICE ADDENDUM

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

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

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

STATE NOTICE ADDENDUM

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

STATE NOTICE ADDENDUM

City of North Powder
City of Cornelius, OR
Toledo Police Department
City of Independence
City of Baker City
McMinnville Water & Light
City of Pendleton Parks & Recreation
CITY OF SWEETHOME
CITY OF THE DALLES
CLACKAMAS FIRE DIST#1
DESCHUTES PUBLIC LIBRARY
City of Ontario
City of Corvallis Parks and Recreation
North Lincoln Fire & Rescue #1
City of Harrisburg
Gladstone Public Library
Seaside Fire & Rescue
City of Union
City of Richland
CITY OF LINCOLN CITY
City of Donald
City of Milton-Freewater
CITY OF SCIO
City of Forest Grove
City Govrnment
City of Mt. Angel
Albany Police Department

Account Type: County Special District **(32 records)**

Umatilla Electric Cooperative
WATER ENVIRONMENT SERVICES
Polk County Fire District No.1
Netarts-Oceanside RFPD
UIUC
Rogue River Fire District
Aurora Rural FIre District
Tillamook County Emergency Communications District
Southern Coos Hospital
Oregon Cascades West Council of Governments
MULTONAH COUNTY DRAINAGE DISTRICT #1
PORT OF BANDON
OR INT'L PORT OF COOS BAY
MID-COLUMBIA CENTER FOR LIVING
DESCHUTES COUNTY RFPD NO.2
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
PACIFIC STATES MARINE FISHERIES COMMISSION
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
CENTRAL OREGON IRRIGATION DISTRICT
MARION COUNTY FIRE DISTRCT #1
COLUMBIA RIVER PUD
SANDY FIRE DISTRICT NO. 72
BAY AREA HOSPITAL DISTRICT
NEAH KAH NIE WATER DISTRICT
PORT OF UMPQUA
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
Benton Soil & Water Conservation District
DESCHUTES PUBLIC LIBRARY SYSTEM
North Douglas County Fire & EMS
Crooked River Ranch Rural Fire Protection District
PARROTT CREEK CHILD & FAM
South Lane County Fire And Rescue

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

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

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

Teacher Standards and Pracitices Commission
Oregon Forest Resources Institute

STATE NOTICE ADDENDUM

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

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

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

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

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

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

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

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

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

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

copyrights:

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

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

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

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

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

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

SCENARIOS

Scenario #1

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

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

Your response should include the following:

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

Scenario #2

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

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

Your response should include the following:

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