



**U.S.  
COMMUNITIES**

*Government Purchasers Saving You Money*

**Founding Co-Sponsors**



## **COMPETITIVE SOLICITATION**

**BY FAIRFAX COUNTY PUBLIC SCHOOLS**

**FOR**

**CLASSROOM, SCHOOL, ART SUPPLIES, MATERIALS, AND RELATED  
PRODUCTS AND SERVICES**

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

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

**GOVERNMENT PURCHASING ALLIANCE**

**RFP10-155183-57**

**Response Due February 18, 2010**



FAIRFAX COUNTY  
PUBLIC SCHOOLS

## Department of Financial Services

Office of Procurement Services  
8115 Gatehouse Road, Suite 4400  
Falls Church, Virginia 22042-1203  
Telephone: 571-423-3550

**NOTE:** Fairfax County Public Schools conducts all procurement activities in accordance with delegated authority from the Purchasing Agent of Fairfax County Government. Bids and proposals in response to FCPS solicitations must be delivered to the address above on or before the date and time stipulated in the solicitation.

### PRE-PROPOSAL CONFERENCE

RFP10-155183-57

A pre-proposal conference will be held on January 29, 2010, at 10:00 a.m. at Fairfax County Public Schools at the address above on the Fourth Floor, Conference Room 4050. All offerors are urged to attend.

All questions pertaining to this RFP should be submitted in writing to the contract administrator at [Teresa.White@fcps.edu](mailto:Teresa.White@fcps.edu) prior to the pre-proposal conference.

**Note: The Core Products List and the Price Discount Sheet for this RFP is available in Excel format (fillable document) and may be obtained on the Fairfax County Government Current Solicitations Website at <http://www.fairfaxcounty.gov/dpsm/solic.htm>.**

#### DIRECTIONS AND PARKING INSTRUCTIONS:

##### **Directions from points South:**

I-495 North / Capital Beltway toward Fairfax / Rockville.  
Take the VA-650 / Gallows Rd exit- Exit 51.  
Turn Left on Gallows Rd / VA-650 N.  
Turn Right onto Gatehouse Rd.  
Turn right after passing the Fairfax County Public Schools building sign (8115 Gatehouse Road)  
Enter the garage  
Elevators available to upper floors

##### **Directions from points North:**

Take Capital Beltway / I-495 West.  
Take the US-50 W / Arlington Blvd exit- Exit 50A-B- toward US-29 / Fairfax / Lee Hwy.  
Merge onto Gallows Rd / VA-650 N toward US-29 / Merrifield.  
Turn Right onto Gatehouse Rd.  
Turn right after passing the Fairfax County Public Schools building sign (8115 Gatehouse Road)  
Enter the garage  
Elevators available to upper floors



**FAIRFAX COUNTY  
PUBLIC SCHOOLS**

**Department of Financial Services / Office of Procurement Services**  
 8115 Gatehouse Road, Suite 4400  
 Falls Church, VA 22042-1203  
<http://www.fcps.edu/fs/procurement>  
 Telephone: 571-423-3550; Fax: 571-423-3576

<b>ISSUE DATE:</b> January 15, 2010	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP10-155183-57	<b>FOR:</b> Classroom, School, Art Supplies, Materials and Related Products and Services
<b>DEPARTMENT:</b> US Communities/FCPS	<b>DATE/TIME OF CLOSING:</b> February 18, 2010/ 1:00 p.m.	<b>CONTRACT ADMINISTRATOR:</b> Teresa White/571-423-3595 or Teresa.White@fcps.edu

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

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

**NAME AND ADDRESS OF FIRM:** \_\_\_\_\_

Telephone/Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

\_\_\_\_\_ Federal Employer Identification No or \_\_\_\_\_

\_\_\_\_\_ Federal Social Security No. (Sole Proprietor) \_\_\_\_\_

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

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

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

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

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

CHECK ONE:                       INDIVIDUAL                       PARTNERSHIP                       CORPORATION

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

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

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

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Director of the Office of Procurement Services at 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



**SPECIAL PROVISIONS****1. SCOPE OF CONTRACT:**

- 1.1. Fairfax County Public Schools (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 Classroom, School, Art Supplies, Materials, and Related Products and Services (herein "Products and Services").

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

- 1.2. Following is a list of **projected dates/times** for this Request for Proposal:

Request for Proposal Issue Date:	01/14/2010
Pre-Proposal Conference:	01/29/2010
Request for Proposal Responses Due:	02/18/2010
Estimated Contract Commencement:	04/01/2010

1.3. **OBJECTIVES:**

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

1.4. **GENERAL DEFINITION OF PRODUCTS AND /OR SERVICES:**

- A. **Art Supplies** – the complete catalog of arts, crafts, paper, and art equipment/supplies available from the Offeror;
- B. **Classroom and School Supplies (Non-Office Supplies)** – the complete catalog of classroom and school supplies that are used in operating a school. These items include but are not limited to the following: Academic Calendars/ Planners, Art/Drafting Papers, Chalk, Erasers/Cleaners, Coloring Supplies, Construction Paper, Ruled Paper/Composition books, Student/Scientific Calculators, Special needs products and solutions, Index Cards, First Aid/ Personal Care, Audio/media products, Dies Punches, Supplemental learning materials, Career / Technical education, Teaching Aids/ Student Development, School Pencils, Scissors, Rulers, Adhesives, Maps/Globes;
- C. **Core Products** – list of high volume usage items, including green items, listed in Appendix B, Core Products List.
- D. **Other Supplies** – the complete range of products available from Offeror;
- E. **Other Services** – the complete range of services available from Offeror;

## SPECIAL PROVISIONS

### **2. PRE-PROPOSAL CONFERENCE:**

- 2.1. A pre-proposal conference will be held on January 29, 2010, at 10 a.m. in the Fairfax County Public Schools Gatehouse Administration Center I, Conference Room 4050, 8115 Gatehouse Road, Falls Church, Virginia. Attendees requiring special services are asked to provide their requirements to the Office of Equity and Compliance at 571-423-3050 or email them at equity&compliance@fcps.edu. Please allow seven (7) 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.

### **3. CONTRACT PERIOD AND RENEWAL:**

- 3.1. This contract will begin on date of award and will terminate on March 31, 2015.
- 3.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the Office of Procurement Services. FCPS reserves the right to renew the contract for two (2) additional one-year periods. This contract may be renewed at the expiration of its term by agreement of both parties.
- 3.3. Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. If such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County is entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

### **4. MINIMUM QUALIFICATIONS:** Suppliers are required to meet specific qualifications. Please respond to the questions listed in Attachment I.

### **5. BACKGROUND:**

- 5.1. U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services 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.
- 5.2. National Sponsors: U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO) and the United States Conference of Mayors (USCM) (herein "National Sponsors").
- 5.3. 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.

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

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

- 5.4. Participating Public Agencies: Today more than 39,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.4 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

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

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

- 5.5. Estimated Volume: The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Fairfax County Public Schools, Virginia and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2009 is estimated to purchase more than \$100 Million Dollars of products and services from existing U.S. Communities contracts.
- 5.6. 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 Municipalities.
  - 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.

## SPECIAL PROVISIONS

- 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.
- 5.7. 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.
- 5.8. Evaluation of Proposals: Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the minimum qualifications and offers the lowest priced bid 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.

### 6. TASKS TO BE PERFORMED:

- 6.1. 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**. Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
1. The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.
  2. Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.
  3. Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
  4. Supplier shall provide a national/senior management account representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.
  5. Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

## SPECIAL PROVISIONS

6. Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.
  
7. In states where Supplier has an existing state contract or cooperative contract, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.
  
- b. **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.
  1. Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases under the U.S. Communities contract going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices:
    - 1.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.
  
    - 1.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.
  
    - 1.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.
  
  2. 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.

## SPECIAL PROVISIONS

3. Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
  - 3.a. Supplier may opt not to respond to the RFP or ITB. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
  - 3.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.
  - 3.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.
  - 3.d. Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.
  - 3.e. Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
- c. **Economy.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- d. **Sales.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
  1. Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
  2. Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

## SPECIAL PROVISIONS

3. Sales Force Training. Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.
4. Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
  - 4.a. A dedicated U.S. Communities internet web-based homepage containing:
    - 4.a.1. U.S. Communities standard logo with Founding Co-Sponsors logos;
    - 4.a.2. Copy of original request for proposal or invitation to bid;
    - 4.a.3. Copy of Master Agreement including any amendments;
    - 4.a.4. Summary of products and pricing;
    - 4.a.5. Electronic link to U.S. Communities' online registration page; and
    - 4.a.6. Other promotional material as requested by U.S. Communities.
  - 4.b. A dedicated toll-free national hotline for enquiries regarding U.S. Communities.
  - 4.c. A dedicated email address for general inquiries in the following format:  
uscommunities@(name of supplier).com.
5. 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.
6. 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.
7. The Supplier's staff must be available for consultation with participating public agency's staff on an as-needed basis between 8:00 AM and 5:00 PM, Monday through Friday.

### 6.2. U.S. Communities Administration Agreement

The Supplier is required to execute the U.S. Communities Administration Agreement (attached hereto as Attachment III) 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.**

**SPECIAL PROVISIONS**

6.3. Implementation Checklist:

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

**SPECIAL PROVISIONS**

<b>8. Web Development</b>	
Initiate IT contact	<b>One Week</b>
Website construction	<b>Two Weeks</b>
Website final edit	<b>Six Weeks</b>
Product upload to U.S. Communities site	<b>Six Weeks</b>
<b>9. Sales Training &amp; Roll Out</b>	
Program Manager briefing - Coordinate with NAM	<b>Four Weeks</b>
Initial remote WebEx training for all sales - Coordinate with NAM	<b>Three Weeks</b>
Top 10 metro areas - Coordinate with NAM & RM	<b>Four Weeks</b>
Initiate contact with Advisory Board (AB) members	<b>Six Weeks</b>
Training plan for other metros	<b>Six Weeks</b>
<b>10. Marketing</b>	
General announcement	<b>Six Weeks</b>
1 Page Summary with Supplier contacts	<b>Six Weeks</b>
Branding of program	<b>Six Weeks</b>
Supplier handbook	<b>Six Weeks</b>
Green Material	<b>Six Weeks</b>
Announcement to AB and Sponsors	<b>Six Weeks</b>
<b>11. Green Initiative</b>	
Identify green expert	<b>One Week</b>
Identify Green Products	<b>Six Weeks</b>
- Certifications	
- Product identification	
Upload product to U.S. Communities website	<b>Six Weeks</b>
- Product description	
- Picture	
- SKU	

**7. TECHNICAL PROPOSAL INSTRUCTIONS:**

The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. 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 then be printed on both sides. One (1) original and twelve (12) paper copies and one (1) original and twelve (12) electronic copies (in CD-ROM format) of the proposal must be provided. The offeror must include a notarized statement that each CD version is a true copy of the printed version.

7.1. Please respond to the following request for information about your company:

**a. Company**

1. A brief history and description of your company;
2. Total number and location of sales persons employed by your company;

**SPECIAL PROVISIONS**

3. Number and location of distribution outlets (if applicable);
4. Number and location of support centers (if applicable);
5. Annual sales for 2007, 2008 and 2009.
6. Submit your current Federal Identification Number and latest Dun & Bradstreet report or similar report.
7. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

**b. 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. State the company's standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.
6. State restocking fees for products returned after thirty days.

**c. 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. State the amount of your company's state and local government sales for 2009. 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 year term of the contract in the following format within your proposal.
  - \$ \_\_\_\_\_ .00 will be transitioned in year one.
  - \$ \_\_\_\_\_ .00 will be transitioned in year two.
  - \$ \_\_\_\_\_ .00 will be transitioned in year three
5. Explain how your company proposes to resolve any complaints, issues or challenges.
6. Please submit the resume' of the person your company proposes to serve as the National Accounts Manager. Also provide the resume' for each person that will be

**SPECIAL PROVISIONS**

dedicated full time to U.S. Communities account management.

**d. Products**

1. Provide a description of the services to be provided by major service category set forth in Section 1.4 above.
2. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
3. State your fill rate (delivery of product within one day of order) for core products, Section 1.4 above. If less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
4. For non-core items, specify guaranteed fill rate by product category specified in Section 1.4.
5. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?

**e. Administration**

1. Describe your company's capacity to employ EDI, telephone, facsimile, electronic, retail and internet ordering with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state: If you use a single system or platform for all phases of the ordering, processing, delivery and billing.
3. Describe the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; Peoplesoft, Lawson, SAP, Oracle, JD Edwards, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year since "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on- line order/tracking ability.
4. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s).
5. Describe the capacity of your company to report quarterly sales under the Master Agreement by Participating Public Agency within each State and to provide monthly program sales updates.
6. 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.
7. 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

## SPECIAL PROVISIONS

### **f. Environmental**

1. What is your company's green strategy?
2. What is your investment in being an environmentally preferable product leader?
3. Do you have any resources dedicated to your green strategy? Please describe.
4. There are a number of green items in the Core Products List. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

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

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

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

## **8. COST PROPOSAL INSTRUCTIONS:**

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

- 8.1. All Offerors must provide net pricers of stocked items and catalog items in excel format (not PDF) that includes the following: manufacturer's name, manufacturer's number, unit of measure, upc code, description, list price with discount percentage, net unit price and/or cost plus pricing. Offerors must provide the number of catalog items stocked in your company-owned warehouse, broken down by category.
- 8.2. Core List Items: All offerors must propose pricing on the products listed herein (reference Appendix B, Attachment III, Core Products List). The prices provided must be for the exact unit of measure. Quoting products via unit of measure conversion is not permitted. When substituting with an approved equal, the proposed substitute must be of the same quality of specification and same exact unit of measure. The offeror shall enclose detailed descriptive literature with the bid to help in determining if the product offered meets the specifications of the brand listed. In addition, samples may be requested when an approved equal is offered.
- 8.3. Non-Core List Items (Classroom & School Supplies and Art Supplies): Quote discount off price list for items that are not on core list on Attachment IV Price Discount Sheet in Appendix B. Provide discount from supplier's catalog(s). Provide discount from wholesale catalog. 24-48 hour delivery is required this non-core category.
- 8.4. Rebate Structure: Provide your rebate structure(s) for agency volume, e-commerce volume and transaction size and any additional discounts that may benefit Participating Public Agencies.
- 8.5. Pricing Format: Offerors shall provide core item pricing in an Excel file labeled Attachment III. The file must include for each item proposed, the upc number, manufacturer name, manufacturer number, description, unit of measure, and the net price proposed.

**SPECIAL PROVISIONS**

- 8.6. Offerors shall provide the entire suppliers catalog of non-core items in an Excel file labeled Attachment V. The file must include for each item proposed, the upc number, manufacturer name, manufacturer number, supplier stock number, description, unit of measure, and the net price proposed.
- 8.7. Offerors shall provide the entire wholesale catalog of non-core items in an Excel file labeled Attachment VI. The file must include for each item proposed, the upc number, manufacturer name, manufacturer number, description, unit of measure, and the net unit price proposed.
- 8.8. Contractor will be required to provide these files to the Fairfax County Public Schools and/or U.S. Communities participants on an annual basis or upon request for audit purposed.
- 8.9. Offerors may provide an additional percentage discount of core or non-core items when participating public agencies purchase for their central warehouse on Attachment IV Price Discount Sheet in Appendix B.

**9. PRICING:**

- 9.1. The subsequent contract will be a firm-fixed price agreement for items on the Core Products List. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days from the date of the agreement(s). Changes in cost for any subsequent contract years will be based on the Consumer Price Index (CPI-U), may be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant indices.
- 9.2. The subsequent contract will be a percentage discount from supplier's current catalog(s) for items that are Non-Core List Items.
- 9.3. Prices for core list items shall remain firm for one year from the date agreement(s) is/are established price increase request for the core list shall be submitted sixty (60) days prior to the agreement anniversary date. Documentation from the manufacturer shall be provided with the price increase request. Paper core list items may be increased a maximum of two (2) times per agreement year.
- 9.4. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

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

Teresa White, Contract Administrator  
Fairfax County Public Schools  
Office of Procurement Services  
8115 Gatehouse Road, Suite 4400  
Falls Church, Virginia 22042-1203  
Telephone: 571-423-3595  
Email: Teresa.White@fcps.edu

## SPECIAL PROVISIONS

- 11.2. Offerors are cautioned not to contact members of the Selection Advisory Committee (SAC). SAC members will not consider information other than the materials provided by the Contract Administrator, e.g., proposals. If a SAC member is approached by anyone outside the SAC who may have a material interest in this procurement, it will be immediately reported to the Contract Administrator.

### 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. (Reference Appendix B, RFP Checklist)

### 13. SUBMISSION OF PROPOSAL:

- 13.1. One (1) original and one (1) original CD ROM (duly marked) and twelve (12) copies and twelve (12) CD ROMs of the Technical proposal, and one (1) original and one (1) original CD ROM (duly marked) and twelve (12) copies and twelve (12) CD ROMs of the Cost proposal (Appendix B) are required, and shall be delivered to the following address. Electronically stamped delivery receipts are available.

Department of Financial Services  
Office of Procurement Services  
8115 Gatehouse Road  
Suite 4400  
Falls Church, VA 22042-1203  
Telephone: 571-423-3550

- 13.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the opening / closing of the solicitation. All addenda **MUST** be signed and submitted to the Fairfax County Public Schools, Department of Financial Services, Office of Procurement Services, 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203 before the time and date of the opening/closing of the bid or must accompany the bid. Notice of addenda will be posted on eVA and the Fairfax County DPSM current solicitation web page. Offerors are encouraged to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/dpsm/solic](http://www.fairfaxcounty.gov/dpsm/solic).
- 13.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper, wherever possible.

- 13.4. Each paper original and original CD ROM and set of the twelve (12) paper copies, along with twelve (12) CD ROMs of the proposal shall consist of:
- a. Cover sheet (DPSM32)
  - b. Technical proposal as required in the Special Provisions, paragraph 7, **TECHNICAL PROPOSAL INSTRUCTIONS**.
  - c. Cost proposal as required in the Special Provisions paragraph 8, **COST PROPOSAL INSTRUCTIONS**. (Appendix B must be included in the Cost proposal).
  - d. U.S. Communities Administration Agreement, signed unaltered (Attachment II)
  - e. Supplier Qualification Worksheet (Attachment I)

**SPECIAL PROVISIONS**

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

**14. LATE PROPOSALS:**

- 14.1. **Proposals received in the Fairfax County Public Schools' Office of Procurement Services after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.**

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

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

**16. BASIS FOR AWARD:**

- 16.1. The County of Fairfax reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the County.
- 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. 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.
- 16.4. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the Superintendent and School Board, if appropriate, prior to actual award of contract.
- 16.5. Proposal Evaluation Criteria – The following factors will be considered in the award of this contract (reference Special Provisions paragraphs 7 and 8):
- a. Company Profile (references/reputation/experience/financial stability of firm)
  - b. Distribution
  - c. Marketing
  - d. Product
  - e. Administration
  - f. Environmental
  - g. Financial Statements
  - h. Staffing Plan
  - i. Pricing/Cost Proposal
  - j. Overall organization of proposal response (reference Special Provisions paragraph 13)
- 16.6. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 16.7. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

## SPECIAL PROVISIONS

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

### **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

## SPECIAL PROVISIONS

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.
- 17.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
- 17.6. If an "ACORD" Insurance Certificate form is used by the Contractor's Insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

### **18. METHOD OF ORDERING:**

- 18.1. The County may use four (4) different methods of placing orders from the final contract: Purchase Orders (PO's); Blanket Purchase Orders (BP's); Small Orders (SO's); and, approved County procurement cards.
- 18.2. A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.
- 18.3. Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.
- 18.4. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 18.5. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently under contract with JPMorgan/Master Card. Contractors are encouraged to accept this method of receiving orders.

## SPECIAL PROVISIONS

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

- 18.6. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 18.7. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.
- 18.8. The Department of Purchasing and Supply Management has the capability to issue purchase orders electronically and transmit them to vendors by fax. For more information about the Fax Purchase Order program, call (703) 324-3268, TTY 1-800-828-1140.

### **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. The type of services; and,
  - E. 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-E. 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 of each task outlined in the Special Provisions, paragraph 6, **TASKS TO BE PERFORMED.**

### **21. ELECTRONIC PAYMENT OPTION:**

- 21.1. The Vendor ACH Payment Program of FCPS allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Office of the Comptroller's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact Accounts Payable, Office of the Comptroller at 571-423-3730 or APInfo@fcps.edu. A copy may also be picked up at Accounts Payable, Office of the Comptroller.

**SPECIAL PROVISIONS****22. CHANGES:**

- 22.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 22.2. 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.

**23. DELAYS AND SUSPENSIONS:**

- 23.1. The Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. If, after giving the County Purchasing Agent written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor's time of completion by a period of time reasonably suited for completion of work.
- 23.2. The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor's cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the Contractor decides to proceed without the data and services that were to be provided by the County, any error or omission of the Contractor that resulted from the County's omission will not constitute default by the Contractor.

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

- 24.1. 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.

**25. PROJECT AUDITS:**

- 25.1. 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.
- 25.2. 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.
- 25.3. 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

## SPECIAL PROVISIONS

County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

- 25.4. 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.
- 25.5. 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.

### **26. OTHER SERVICES:**

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

### **27. DATA SOURCES:**

- 27.1. 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.

### **28. SAFEGUARDS OF INFORMATION:**

- 28.1. 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.

### **29. ORDER OF PRECEDENCE:**

- 29.1. 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).

### **30. SUBCONTRACTING:**

- 30.1. 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.
- 30.2. 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.

**SPECIAL PROVISIONS****31. NEWS RELEASE BY VENDORS:**

- 31.1. 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.

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

- 32.1. 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.

- 32.2. 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 Office of Equity and Compliance at 571-423-3050 or email them at [equity&compliance@fcps.edu](mailto:equity&compliance@fcps.edu). Please allow seven (7) working days in advance of the event to make the necessary arrangements.

**33. HIPAA COMPLIANCE:**

- 33.1. 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.

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

**34. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:**

- 34.1. By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 34.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.

**SPECIAL PROVISIONS**

- 34.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. **All Contractor employees will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist.** Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.
- 34.4. Failure to comply with the above requirements may result in termination of the contract.

**37. IMMIGRATION REFORM AND CONTROL ACT:**

- 37.1 Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

# COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

### 2. DEFINITIONS-

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

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

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

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

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

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

**COUNTY:** County of Fairfax.

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

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

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

**OPEN MARKET PROCUREMENT (OMP):** A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

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

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

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

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

**General Conditions and Instructions to Bidders**

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

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

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

**STATE:** Commonwealth of Virginia.

**CONDITIONS OF BIDDING**

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

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

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

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
  1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
  2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

**5. WITHDRAWAL OF BIDS-**

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
  1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
  2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

**General Conditions and Instructions to Bidders**

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

**General Conditions and Instructions to Bidders**

list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

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

**SPECIFICATIONS**

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

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

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

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

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

**AWARD**

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

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

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

**General Conditions and Instructions to Bidders**

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

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

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

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

**27. PROMPT PAYMENT DISCOUNT-**

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

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

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

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

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

**CONTRACT PROVISIONS**

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

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

**General Conditions and Instructions to Bidders**

**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.

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

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

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

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

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

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

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

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

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

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

**General Conditions and Instructions to Bidders****41. VENDOR RELATIONS DIVISION-**

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
- c. As used in this contract, the term small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.
- d. As used in this contract, the term "minority business" means a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.
- e. As used in this contract, the term women-owned business means a business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.
- f. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- g. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

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

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

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

**44. CHANGES-**Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

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

**DELIVERY PROVISIONS**

**General Conditions and Instructions to Bidders**

**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.

**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**

**General Conditions and Instructions to Bidders**

**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.

**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.

**General Conditions and Instructions to Bidders**

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

**64. OFFICIALS NOT TO BENEFIT-**

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

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

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

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

**68. VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

**General Conditions and Instructions to Bidders**

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

**BIDDER/CONTRACTOR REMEDIES****69. INELIGIBILITY-**

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

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

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

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

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

**General Conditions and Instructions to Bidders**

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

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

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

**APPROVED:**

/S/ David P. Bobzien  
COUNTY ATTORNEY

/S/ Cathy A. Muse  
COUNTY PURCHASING AGENT

### RFP CHECKLIST

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

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

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

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

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

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

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

- A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
- B. Special Provisions & Specifications
- C. Appendix A (General Conditions and Instructions to Bidders)
- D. Appendix B (RFP Checklist, Attachment III List of Core Items, Attachment IV Price Discount Sheet, BPOL Form, Debarment/Suspension Certification, Business Classification Schedule, Subcontractor's Notification Form, ARRA Standard Terms and Conditions).
- E. Any and all forms as required to be submitted in reference to this RFP(Attachment I Minimum Qualifications, Attachment II Administration Agreement, Attachment III List of Core Items, Attachment IV Price Discount Sheet)
- F. Cost Proposal Excel spreadsheets referenced in Special Provisions paragraphs 8.5 and 8.6 (V Suppliers Catalog Pricing, Attachment VI Wholesale Catalog Pricing)
- G. Exhibits provided for informational purposes (Exhibit 1 Master Intergovernmental Cooperative Purchasing Agreement, Exhibit 2 Sales Report Format, Exhibit 3 State Notice Addendum).

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Submission

**General Conditions and Instructions to Bidders**

**Attachment III  
Core Products List**

**(For full access to all fillable columns, the fillable Excel document may be obtained on the Fairfax County Current Solicitations website at <http://fairfaxcounty.gov/dpsm/solic.htm>)**

<b>MANUFACTURER</b>	<b>MFG#</b>	<b>PRODUCT DESCRIPTION</b>	<b>UOM</b>	<b>UPC</b>
CRAYOLA	684012E	PENCIL,COLORED,CRAYOLA,12	BX/12	071662140120
CRAYOLA	51-0403	CHALK,CRAYOLA,AST,12/PK	BX/12	071662004033
BINNEY & SMITH	50-1402	CHALK,LOW DUST,3.25" WHT,	BX/12	071662014025
CRAYOLA	52-4616	PENCIL,CRAYOLA,OIL PASTEL	BX/16	071662046163
CRAYOLA	68-4302	PENCIL,WATERCOLOR,12/SET	ST/12	071662006273
BINNEY & SMITH	52-0016	CRAYON,CRAYOLA,3-5/8",16-	BX/16	071662100162
CRAYOLA	58-8210	MRKER ,FINE TIP,CLSPK,CRA	BX/200	071662582104
BINNEY & SMITH	52-0024	CRAYON,3-5/8",CRAYOLA,24/	BX/24	071662100247
BINNEY & SMITH	58-8201	CRAYOLA 256CT MARKER CLAS	BX/256	071662582012
CRAYOLA	52-4629	CRAYONS,OIL,CLSPK,336BX,P	BX/336	071662046293
BINNEY & SMITH	52-008W	CRAYON,MULTICULTURAL,8/TC	BX/8	071662100803
BINNEY & SMITH	52-080W	CRAYON,MULTICULTURAL,LRG,	BX/8	071662108007
BINNEY & SMITH	52-0008	CRAYONS,8CT,CRAYOLA	BX/8	071662100087
BINNEY & SMITH	52-8018	CRAYONS,REG,CLSPK,832CT,	BX/832	071662980184
DIXON TICONDEROGA	08020	PAINT, WATERCOLOR MP 36CT	CA	072067080202
CRAYOLA LLC	57-0300	CLAY CRAYOLA MODELING ASSORTED 1#	DZ	071662003005
CRAYOLA LLC	50-1402	CHALK ANTI DUST WHITE PACK OF 12	DZ	071662014022
CRAYOLA LLC	68-4008	PENCILS COLORED SET OF 8	PK/8	071662040086

**Core Products List**

CRAYOLA LLC	68-4024E	PENCIL CRAYOLA COLORED FULL SIZE SET OF 24	PK/24	071662140243
CRAYOLA LLC	58-7809	MARKER CRAYOLA WASHABLE FINE CLASSIC SET OF 8	PK/8	071662078096
CRAYOLA LLC	68-4302	PENCIL CRAYOLA WATERCOLOR SET OF 12	PK/12	071662006273
CRAYOLA	23-6001	MODEL MAGIC CLASSPACK, WHI	CA	071662160012
SANFORD	30001	MARKER, SHARPIE, FINE, DZ, BL	DZ	071641300019
SANFORD	65800	PEN, UNI-BALL, GEL, IMPACT, B	DZ	070530658002
ELMERS PRODUCTS	E524	GLUE, STICK, 77 OZ, 96	DZ	026000005241
ELMERS PRODUCTS	E514	GLUE, STICK, ELMERS, .21 OZ	DZ	026000005142
ELMERS PRODUCTS	E556	GLUE STICK, CLASSROOM, 30/P	PK/30	026000005562
ELMER'S PRODUCTS	E372NR	GLUE, ELMERS, 4OZ, WHITE	EA	026000213721
ELMER'S PRODUCTS	E395NR	GLUE, ELMERS, GALLON, WHITE	EA	026000213950
SANFORD	80002	MARKER, EXPO 2, RED	DZ	071641800021
SANFORD	82001	MARKER, DRY ERASE, EXPO II,	DZ	071641820012
SANFORD	84001	MARKER, DRY ERASE, FINE, EXP	DZ	071641840010
SANFORD	84003	MARKER, DRY ERASE, FINE, EXP	DZ	071641840034
SANFORD	80001	MARKER, CHISEL TIP, EXPO, DZ	DZ	071641800014
SANFORD	80003	MARKER, CHISEL TIP, EXPO 2	DZ	071641800038
SANFORD	83003	MARKER, DRY ERASE, BROAD, BLUE	DZ	071641830035
SANFORD	83002	MARKER, DRY ERASE, BROAD, RED	DZ	071641830028
SANFORD	83001	MARKER, DRY ERASE, BLACK	DZ	071641830011
SANFORD	83004	MARKER, DRY ERASE, GREEN	DZ	071641830042
SANFORD	33950	PEN, GEL, UNIBALL, 7MM, 12/P	DZ	070530339505
SANFORD	33951	PEN, GEL, RT, UNI-BALL, 7MM, D	DZ	070530339512
SANFORD	33952	PEN, GEL, RT, UNI-BALL, 7MM, D	DZ	070530339529
DIXON TICONDEROGA	13308	PENCIL, 13/32IN DIA, W/ERAS	DZ	072067133083
DIXON TICONDEROGA CO	12872	PENCIL, OROLE #2 PACK OF 12	DZ	072067128720
BIC USA INC	MP11	PENCIL BIC MECHANICAL, .7 MM	DZ	070330900851

**Core Products List**

TICONDEROGA	13882	DIXON, TICONDEROGA PENCILS, #2 MEDIUM SOFT LEAD, BOX OF 12	DZ	072067138620
SCHOLASTIC	0-545- 06449-X	BOOK TCH RD DFF AP	EA	078073064496
CRAYOLA	05-0978-008	BRUSH,ACRYLIC,EASEL,1/2IN	EA	071662004088
BINNEY & SMITH	54-1216-069	TEMPERA,CRAYOLA,16OZ,MAGENTA	EA	071662598693
BINNEY & SMITH	54-1216-48	TEMPERA,CRAYOLA,16OZ,TURQUOISE	EA	071662598488
BINNEY & SMITH	54-1216-033	TEMPERA,CRAYOLA,16OZ,PEACH	EA	071662598334
SANFORD	81803	CLEANER,BOARD,DRY ERASE,8	EA	071641818033
SARGENT ART	22-5402	PAINT,SARGENT TEMPERA,YELLOW,1	EA	042229254024
SARGENT ART	22-5414	PAINT,SARGENT TEMPERA,ORANGE,1	EA	042229254147
SARGENT ART	22-5420	PAINT,SARGENT TEMPERA,RED,16OZ	EA	042229254208
SARGENT ART	22-5442	PAINT,SARGENT TEMPERA,VIOLET,1	EA	042229254420
SARGENT ART	22-5450	PAINT,SARGENT TEMPERA,BLUE,16O	EA	042229254505
SARGENT ART	22-5466	PAINT,SARGENT TEMPERA,GREEN,16	EA	042229254666
SARGENT ART	22-5481	PAINT,SARGENT TEMPERA,GOLD,16O	EA	042229254819
SARGENT ART	22-5482	PAINT,SARGENT TEMPERA,SILVER,1	EA	042229254826
SARGENT ART	22-5494	PAINT,SARGENT TEMPERA,COPPER,1	EA	042229254949
SARGENT ART	22-5496	PAINT,SARGENT TEMPERA,WHITE,16	EA	042229254963
BINNEY & SMITH	54-1216-007	TEMPERA,CRAYOLA,16OZ,BROWN	EA	071662598075
BINNEY & SMITH	54-1216-034	TEMPERA,CRAYOLA,16OZ,YELLOW	EA	071662598341
BINNEY & SMITH	54-1216-036	TEMPERA,CRAYOLA,16OZ,ORANGE	EA	071662598365

**Core Products List**

BINNEY & SMITH	54-1216-038	TEMPERA,CRAYOLA,16OZ,RED	EA	071662598389
BINNEY & SMITH	54-1216-040	TEMPERA,CRAYOLA,16OZ,VIOLET	EA	071662598402
BINNEY & SMITH	54-1216-042	TEMPERA,CRAYOLA,16OZ,BLUE	EA	071662598426
BINNEY & SMITH	54-1216-044	TEMPERA,CRAYOLA,16OZ,GREEN	EA	071662598440
BINNEY & SMITH	54-1216-051	TEMPERA,CRAYOLA,16OZ,BLACK	EA	071662598518
BINNEY & SMITH	54-1216-053	TEMPERA,CRAYOLA,16OZ,WHITE	EA	071662598532
CRAYOLA LLC	55-1316-34	FINGERPAINT,WASH,16OZ,YEL	EA	071662565343
CRAYOLA LLC	55-1316-07	FINGERPAINT,WASH,16OZ,BRO	EA	071662565077
CRAYOLA LLC	55-1316-36	FINGERPAINT,WASH,16OZ,ORA	EA	071662565367
CRAYOLA LLC	55-1316-38	FINGERPAINT,WASH,16OZ,RED	EA	071662565381
CRAYOLA LLC	55-1316-40	FINGERPAINT,WASH,16OZ,VIO	EA	071662565404
CRAYOLA LLC	55-1316-42	FINGERPAINT,WASH,16OZ,BLU	EA	071662565428
CRAYOLA LLC	55-1316-44	FINGERPAINT,WASH,16OZ,GRE	EA	071662565442
CRAYOLA LLC	55-1316-51	FINGERPAINT,WASH,16OZ,BLA	EA	071662565510
CRAYOLA LLC	55-1316-53	FINGERPAINT,WASH,16OZ,WHI	EA	071662565534
SARGENT ART	22-4400	CLAY,1LB,ASTD	EA	042229244001
SANFORD	81505	ERASER,DRY ERASE,EXPO	EA	071641815056
ACCO BRANDS	804526	ERASER,FELT,DELUXE	EA	027044045262
PACON CORP	07026	YARN,ACRYLIC DK BROWN	EA	029444070264
PACON CORP	07256	YARN,ACRYLIC CERISE	EA	029444072565
PACON CORP	07196	YARN,ACRYLIC DK BLUE	EA	029444071964
PACON CORP	07296	YARN,ACRYLIC GOLD	EA	029444072961
PACON CORP	07166	YARN,ACRYLIC LT BLUE	EA	029444071667
PACON CORP	07126	YARN,ACRYLIC LT GREEN	EA	029444071261
PACON CORP	07346	YARN,ACRYLIC LAVENDAR	EA	029444073463
PACON CORP	07106	YARN,ACRYLIC ORANGE	EA	029444071063
PACON CORP	07356	YARN,ACRYLIC PURPLE	EA	029444073562
BINNEY & SMITH	05-0208-0-042	BRUSH,SO BIG	EA	071662009229
ACCO BRANDS	ESC12	ERASER,CHALKBOARD,12" LON	EA	
PACON CORP	09011	YARN,NAT COTTON,4PLY,800Y	EA	029444090118
BINNEY & SMITH	54-3115-36	PAINT,TEMPERA,ARTISTAIL,ORANGE	EA	071662650360
PACON CORP	00130	YARN DISPENSER,ROVING,AST	EA	029444001305

**Core Products List**

BINNEY & SMITH	54-3115-44	PAINT,TEMPERA,16 OZ,GRN	EA	071662650445
BINNEY & SMITH	54-3115-53	PAINT,TEMPERA,16 OZ,WHT	EA	071662650537
BINNEY & SMITH	54-3115-51	PAINT,TEMPERA,16 OZ,BLK	EA	071662650513
BINNEY & SMITH	54-3115-42	PAINT,TEMPERA,16 OZ,BLU	EA	071662650421
BINNEY & SMITH	54-3115-40	PAINT,TEMPERA,16 OZ,VIO	EA	071662650407
BINNEY & SMITH	54-3115-38	PAINT,TEMPERA,16 OZ,RED	EA	071662650384
BINNEY & SMITH	54-3115-34	PAINT,TEMPERA,16 OZ,YEL	EA	071662650346
BINNEY & SMITH	54-3115-07	PAINT,TEMPERA,16 OZ,BRN	EA	071662650070
CRAYOLA	99-1253	DREAMMAKER,ART & DESIGN,G	EA	071662712532
SANFORD	81850	TOWLETTES,EXPO,MARKERBOAR	EA	071641818507
STANLEY-BOSTISH	02210	STAPLER,ELECTRIC,BLACK	EA	077914022107
SANFORD	8473	ERASER,DRY,EXPO,REFILLABL	EA	071641084735
SANFORD	9287	ERASER,DRY,EXPO,REFILL	EA	071641092877
ELMER'S PRODUCTS	001799	SHARPNR,PENCIL,POWERHOUSE	EA	079946017991
ELMER'S PRODUCTS	001670	SHARPNR,PENCIL,SCHOOL PRO	EA	079946016703
SANFORD	8474	ERASER,EXPO,XLARGE	EA	071641084742
SANFORD	9387	REFILL,DRY ERASER,EXPO,XL	EA	071641093874
FRANKLIN ELECTRONIC PUBLISHERS	SA-309	SPELLER,ELEC,W/THESAURU	EA	084793995842
BINNEY & SMITH	54-3115-033	PAINT,ARTISTA II,TEMPERA PEACH	EA	071662650339
BINNEY & SMITH	54-3115-069	PAINT,ARTISTA II,TEMPERA MAG	EA	071662650698
BINNEY & SMITH	54-3115-048	PAINT,ARTISTA II,TEMP,1600Z,TU	EA	071662650483
ELMER'S PRODUCTS	1818	SHARPENER,PENCIL,ELEC,BLA	EA	079946131369
	12-			
FISKARS INC	34677097	CADDY,ART,SCISSOR,POINTED	EA	078484034675
ELMER'S PRODUCTS	1031	SHARPENER,PENCIL,MODEL,KS	EA	079946010312
ELMER'S PRODUCTS	1606	SHARPENER,PENCIL,#41,3PRN	EA	079946016062
ADVANTUS	AVT5703	CHART,E-Z GRADER,TE	EA	789328057032
ELMER'S PRODUCTS	E304NR	GLUE,SCHOOL,ELMERS,4OZ	EA	
SANFORD	6604	CORRECTION,DISPOSABLE,DRY	EA	041540066040
SANFORD	81800	CLEANER,BOARD,DRY,ERASE,1	GA	071641818002
PACON CORP	00520	YARN,REMNANT,5LB,PKG	PK	029444005204
BINNEY & SMITH	57-0300	CLAY,MDL,4-1/4LB,AST	PK	071662003005

**Core Products List**

PACON	59530	PAPER, TISSUE, 12X18, ASTD, 1	PK/100	0294444595309
ESSELTE CORP	90194	CARD, INDX, RLD, 3X5, 8PT, 1C/P, WHT	PK/100	
ESSELTE CORP	90193	CARD, INDEX, BLNK, 3X5, 8PT, 1C, WHT	PK/100	
ESSELTE CORP	90196	CARD, INDEX, RLD, 4X6, PT, 1CPK, WHT	PK/100	
ESSELTE CORP	90195	CARD, INDX, BLNK, 4X6, 8PT, 1C, WHT	PK/100	
PACON CORP	74170	CARDS, BLNK, FLSH, 2X3, 1000P	PK/1000	0294444741706
CRAYOLA	58-8623	MARKER, 10CT, FABRIC, BRD	PK/1000	071662086237
CRAYOLA	58-7809	MARKER, WASH, FN, CLSIC, 8CT,	PK/8	063652750808
CRAYOLA	58-8163	MARKERS, GEL, FX, CHISEL, 8PK	PK/8	071662081638
BINNEY & SMITH	58-7708	MARKER, CLSC, CRAYOLA, 8PK, A	PK/8	071662077082
BINNEY & SMITH	58-7801	MARKER, WSH, MLTCL, C/TP, 8PK	PK/8	071662001209
SANFORD	83087	MARKER, DE, EXPO, 12PK, ASTD	PK/12	0716418330875
SANFORD	81045	MRKR, EXPO, LOW OD, CHSL, ASS	PK/16	071641810457
BINNEY & SMITH	58-8208	MARKERS, WASHBL, CLASSPACK,	PK/192	071662482084
3M CO	683-4AB	POST-IT FLAGS, SM, ASTD, COL	PK/4	021200503498
SANFORD	80074	MARKER, DRY ERASE, CHSELTIP	PK/4	071641800748
FSKARS	01-004255	SCISSORS, RCY, STRGH, 8", FSK	PK/4	020335026636
FSKARS	94517797	SCISSORS, BENT, RH, 8", ORANG	PR	078484094518
FSKARS	01-004342	SCISSORS, FSK, STRT, LH/RH, 8	PR	020335027268
FSKARS	12-	SCISSORS, STUDENT, LH/RH, 7"	PR	078484094587
FSKARS	94307097	SCISSORS, POINT TIP, KIDS, 5	PR	078484094303
FSKARS	94167097	SCISSORS, KIDS, BLUNT TIP, 5	PR	078484094167
FSKARS BRANDS INC	12-	SCISSOR CADDY FISKARS W/24	EA	078484034675
FSKARS BRANDS INC	34677097	POINTED KIDS SCISSORS		
FSKARS BRANDS INC	12-	SCISSOR CADDY FISKARS W/24 BLUNT	EA	078484034668
PACON	34667097	KIDS SCISSORS		
PACON	103589	PAPER, CONST, 9X12, WHT	PK/50	084001035896
PACON	103423	PAPER, CONST, 9X12, LIME	PK/50	084001034233
PACON	103013	PAPER, CONST, 9X12, SHKPNK	PK/50	084001030136
PACON	103019	PAPER, CONST, 9X12, PURP	PK/50	084001030198
PACON	103442	PAPER, CONST, 9X12, HOLIDAY	PK/50	084001034424
PACON	103596	PAPER, CONST, 9X12, GREEN	PK/50	084001035964

**Core Products List**

PACON	103599	PAPER, CONST, 9X12, LT BLU	PK/50	084001035995
PACON	103601	PAPER, CONST, 9X12, DKBLUE	PK/50	084001036015
PACON	103603	PAPER, CONST, 9X12, VIOLET	PK/50	084001036039
PACON	103605	PAPER, CONST, 9X12, BROWN	PK/50	084001036053
PACON	103591	PAPER, CONST, 9X12, PINK	PK/50	084001035919
PACON	103594	PAPER, CONST, 9X12, ORN	PK/50	084001035940
PACON	103607	PAPER, CONST, 9X12, 50SHTS, B	PK/50	084001036077
PACON	103600	PAPER, CONST, 9X12, 50SHTS, B	PK/50	084001036008
PACON	103009	PAPER, CONST, 9X12, VIOLET	PK/50	084001030099
PACON	103012	PAPER, CONST, 9X12, PINK	PK/50	084001030129
PACON	103015	PAPER, CONST, 9X12, LTGRN	PK/50	084001030150
PACON	103016	PAPER, CONST, 9X12, SKYBLUE	PK/50	084001030167
PACON	103017	PAPER, CONST, 9X12, ROYBLU	PK/50	084001030174
PACON	103018	PAPER, CONST, 9X12, LILAC	PK/50	084001030181
PACON	103002	PAPER, CONST, 9X12, ORN	PK/50	084001030020
PACON	103022	PAPER, CONST, 9X12, BLUE	PK/50	084001030228
PACON	103023	PAPER, CONST, 9X12, TAN	PK/50	084001030235
PACON	103004	PAPER, CONST, 9X12, YELLOW	PK/50	084001030044
PACON	103024	PAPER, CONST, 9X12, DKBRN	PK/50	084001030242
PACON	103025	PAPER, CONST, 9X12, WRMBRN	PK/50	084001030259
PACON	103026	PAPER, CONST, 9X12, WHITE	PK/50	084001030266
PACON	103027	PAPER, CONST, 9X12, GRAY	PK/50	084001030273
PACON	103029	PAPER, CONST, 9X12, BLACK	PK/50	084001030297
PACON	103577	PAPER, CONST, 9X12, 50PK, HLD	PK/50	084001035773
PACON	103030	PAPER, CONST, 9X12, RED	PK/50	084001030303
PACON	103006	PAPER, CONST, 9X12, FESTGRN	PK/50	084001030068
PACON	103007	PAPER, CONST, 9X12, TURQ	PK/50	084001030075
PACON	103431	PAPER, CONST, 9X12, FESTRD	PK/50	084001034318
PACON	103031	PAPER, CONST, 9X12, SC, ASTD	PK/50	084001030310
PACON	102960	PAPER, CONST, 9X12, SC, HOLG	PK/50	084001029604
PACON	102993	PAPER, CONST, 9X12, HOLIDAY	PK/50	084001029932
PACON	103637	PAPER, CONST, 9X12, GW, ASTD	PK/50	084001036374

**Core Products List**

PACON	103620	PAPER, CONST, 12X18, GW, GREEN	PK/50	084001036206
PACON	103638	PAPER, CONST, 12X18, ASSORTED	PK/50	084001036381
PACON	103425	PAPER, CONST, 12X18 LIME	PK/50	084001034257
PACON	103051	PAPER, CONST, 12X18 PURP	PK/50	084001030518
PACON	103426	PAPER, CONST, 12X18 PMPKN	PK/50	084001034264
PACON	103443	PAPER, CONST, 12X18, GW, H-RED	PK/50	084001034431
PACON	102998	PAPER, CONST, 12X18 GOLD	PK/50	084001029987
PACON	103613	PAPER, CONST, 12X18, GW, WHT	PK/50	084001036138
PACON	103623	PAPER, CONST, 12X18, GW, LT BLUE	PK/50	084001036237
PACON	103624	PAPER, CONST, 12X18BLU, GW	PK/50	084001036244
PACON	103625	PAPER, CONST, 12X18, GW, DBL	PK/50	084001036251
PACON	103626	PAPER, CONST, 12X18, GW, BLUE	PK/50	084001036268
PACON	103627	PAPER, CONST, 12X18, GW, VIO	PK/50	084001036275
PACON	103614	PAPER, CONST, 12X18, GW, RED	PK/50	084001036145
PACON	103629	PAPER, CONST, 12X18, GW, BROWN	PK/50	084001036299
PACON	103630	PAPER, CONST, 12X18, GW, DARK BROWN	PK/50	084001036305
PACON	103631	PAPER, CONST, 12X18, GW, BLK	PK/50	084001036312
PACON	103632	PAPER, CONST, 12X18, GW, GRY	PK/50	084001036329
PACON	103615	PAPER, CONST, 12X18, GW, PINK	PK/50	084001036152
PACON	103635	PAPER, CONST, 12X18, GW, LILAC	PK/50	084001036350
PACON	103636	PAPER, CONST, 12X18, GW, LTBRN	PK/50	084001036367
PACON	103616	PAPER, CONST, 12X18, GW, YEL	PK/50	084001036169
PACON	103618	PAPER, CONST, 12X18, GW, ORANE	PK/50	084001036183
PACON	103619	PAPER, CONST, 12X18, GW, LT GREEN	PK/50	084001036190
PACON	103063	PAPER, CONST, 12X18, SC, ASTD	PK/50	084001030631
PACON	103032	PAPER, CONST, 12X18 MGNTA	PK/50	084001030327
PACON	103041	PAPER, CONST, 12X18 VIO	PK/50	084001030419
PACON	103042	PAPER, CONST, 12X18 SLMN	PK/50	084001030426
PACON	103043	PAPER, CONST, 12X18 LTRED	PK/50	084001030433
PACON	103044	PAPER, CONST, 12X18 PINK	PK/50	084001030440
PACON	103046	PAPER, CONST, 12X18 LTYEL	PK/50	084001030464
PACON	103047	PAPER, CONST, 12X18 LTGRN	PK/50	084001030471

**Core Products List**

PACON	103048	PAPER,CONST,12X18 SKYBLU	PK/50	084001030488
PACON	103049	PAPER,CONST,12X18 ROYBLU	PK/50	084001030495
PACON	103050	PAPER,CONST,12X18 LILAC	PK/50	084001030501
PACON	103034	PAPER,CONST,12X18 ORN	PK/50	084001030341
PACON	103053	PAPER,CONST,12X18, DK GRN	PK/50	084001030532
PACON	103054	PAPER,CONST,12X18, BLUE,	PK/50	084001030549
PACON	103055	PAPER,CONST,12X18 TAN	PK/50	084001030556
PACON	103036	PAPER,CONST,12X18 YEL	PK/50	084001030365
PACON	103056	PAPER,CONST,12X18, DK BRN	PK/50	084001030563
PACON	103057	PAPER,CONST,12X18 WMBRN	PK/50	084001030570
PACON	103058	PAPER,CONST,12X18 WHITE	PK/50	084001030587
PACON	103059	PAPER,CONST,12X18 GRAY	PK/50	084001030594
PACON	103060	PAPER,CONST,12X18 SLATE	PK/50	084001030600
PACON	103061	PAPER,CONST,12X18,BLK,	PK/50	084001030617
PACON	103062	PAPER,CONST,12X18 RED	PK/50	084001030624
PACON	103037	PAPER,CONST,12X18 YELGRN	PK/50	084001030372
PACON	103038	PAPER,CONST,12X18 FSTGRN	PK/50	084001030389
PACON	103039	PAPER,CONST,12X18 TURQ	PK/50	084001030396
PACON	103432	PAPER,CONST,12X18 FSTRED	PK/50	084001034325
PACON	103040	PAPER,CONST,12X18 SCARLT	PK/50	084001030402
PACON	102961	PAPER,CONST,12X18,HOLIDAY GREEN	PK/50	084001029611
PACON	102994	PAPER,CONST,12X18,HOLIDAY RED	PK/50	084001029949
PACON	103472	PAPER,CONST,18X24,BLKGW	PK/50	084001034721
PACON	103457	PAPER,CONST,18X24,GW,YELL	PK/50	084001034578
PACON	103076	PAPER,CONST,18X24,PINK	PK/50	084001030761
PACON	103081	PAPER,CONST,18X24,ROYBLU	PK/50	084001030815
PACON	103066	PAPER,CONST,18X24,ORNG	PK/50	084001030662
PACON	103086	PAPER,CONST,18X24,BLUE	PK/50	084001030860
PACON	103068	PAPER,CONST,18X24,YEL	PK/50	084001030686
PACON	103089	PAPER,CONST,18X24,WMBRN	PK/50	084001030891
PACON	103090	PAPER,CONST,18X24,WHT	PK/50	084001030907
PACON	103093	PAPER,CONST,18X24,BLK	PK/50	084001030938

**Core Products List**

PACON	103094	PAPER, CONST, 18X24, RED	PK/50	084001030945
PACON	103070	PAPER, CONST, 18X24, FSTGR	PK/50	084001030709
PACON	103433	PAPER, CONST, 18X24, FSTRD	PK/50	084001034332
PACON	103080	PAPER, CONST, 18X24, SKYBL	PK/50	084001030808
PACON	103095	PAPER, CONST, 18X24, ASSORTE	PK/50	084001030952
PACON	103127	PAPER, CONST, 18X24, ASTD	PK/50	084001031270
PACON	102962	PAPER, CONST, 18X24, GREEN	PK/50	084001029628
PACON	102995	PAPER, CONST, 18X24, HOLIDAY	PK/50	084001029956
PACON	103454	PAPER, CONST, 18X24, GW, WHT	PK/50	084001034547
PACON	2403	PAPER, COMP, NO MRGN, 8.5X11	PK/50	045173024033
PACON	59450	PAPER, TISSUE, 20X30, RNBW, 2	PK/6	029444594500
PACON	51620	LETTERS, SLF ADHSVE, 4", 78P	PK/78	045173516200
PACON	101204	PAPER, ART, PINK, 36X1000 DECOROL	RL	084001012040
PACON	101205	PAPER, ART, SKYBLUE, 36X1000 DECOROL	RL	084001012057
PACON	101210	PAPER, ART, PURP, 36X1000 DECOROL	RL	084001012101
PACON	101200	PAPER, ART, ORN, 36X1000 DECOROL	RL	084001012002
PACON	101206	PAPER, ART, BLUE, 36X1000 DECOROL	RL	084001012064
PACON	101211	PAPER, ART, GOLD, 36X1000 DECOROL	RL	084001012118
PACON	101201	PAPER, ART, CNRY, 36X1000 DECOROL	RL	084001012019
PACON	101207	PAPER, ART, BRN, 36X1000 DECOROL	RL	084001012071
PACON	101208	PAPER, ART, WHI, 36X1000 DECOROL	RL	084001012088
PACON	101209	PAPER, ART, BLK, 36X1000 DECOROL	RL	084001012095

**Core Products List**

PACON	101202	PAPER,ART,FESTIVE GRN,36X1000 DECOROL	RL	084001012026
PACON	101203	PAPER,ART,HOLRED,36X1000 DECOROL	RL	084001012033
PACON	67024	PAPER ARTKRAFT SPECTRA 48"X200'BROWN	RL	0294444670242
PACON	67031	PAPER,ART,FLMRED,36X1000 SPECTRA	RL	0294444670310
PACON	67094	PAPER ARTKRAFT SPECTRA 48"X200'AUTUMN GOLD	RL	0294444670945
PACON	67124	PAPER ARTKRAFT SPECTRA 48"X200'LIGHT GREEN	RL	0294444671249
PACON	67144	PAPER ARTKRAFT SPECTRA 48"X200'EMERALD	RL	0294444671447
PACON	67164	PAPER ARTKRAFT SPECTRA 48"X200' AQUA	RL	0294444671645
PACON	67174	PAPER ARTKRAFT SPECTRA 48"X200'BRIGHT BLUE	RL	0294444671744
PACON	67181	PAPER,ART,DKBLU,36X1000 SPECTRA	RL	0294444671812
PACON	67184	PAPER ARTKRAFT SPECTRA 48"X200'DARK BLUE	RL	0294444671843
PACON	67264	PAPER ARTKRAFT SPECTRA 48"X200'PINK	RL	0294444672642
PACON	67334	PAPER ARTKRAFT SPECTRA 48X200'PURPLE	RL	0294444673342
PACON	67001	PAPER,ART,WHITE,36X1000 SPECTRA	RL	0294444670013
PACON	67021	PAPER,ART,RCHBRN,36X1000 SPECTRA	RL	0294444670211
PACON	67041	PAPER,ART,RED,36X1000 SPECTRA	RL	0294444670419
PACON	67081	PAPER,ART,CNRY,36X1000 SPECTRA	RL	0294444670815

**Core Products List**

PACON	67101	PAPER,ART,ORN,36X1000 SPECTRA	RL	0294444671010
PACON	67121	PAPER,ART,LTGRN,36X1000 SPECTRA	RL	0294444671218
PACON	67131	PAPER,ART,BRTGRN,36X1000 SPECTRA	RL	0294444671317
PACON	67141	PAPER,ART,EMRLD,36X1000 SPECTRA	RL	0294444671416
PACON	67161	PAPER,ART,AQUA,36X1000 SPECTRA	RL	
PACON	67171	PAPER,ART,BRTBLU,36X1000 SPECTRA	RL	0294444671713
PACON	67261	PAPER,ART,PINK,36X1000 SPECTRA	RL	
PACON	67301	PAPER,ART,BLK,36X1000 SPECTRA	RL	0294444673014
PACON	67331	PAPER,ART,PURP,36X1000 SPECTRA	RL	0294444673311
PACON	57085	PAPER,FADELESS,48X50,CANA	RL	0294444570856
SANFORD	22672	MARKERS,MR SKETCH,UNSCNT,	ST/12	071641226722
SANFORD	SAN03620	MARKER SET,ART,PRISMA	ST/12	070735036209
	12-			
FSKARS	34667097	CADDY,ART,SCISSOR,BLUNT,A	ST/24	078484034668
SANFORD	83074	MRKR,ST/D/ER,CHS,4CLR	ST/4	071641830745
SANFORD	84074	MRKR,SET/D/E,FN,4COL	ST/4	071641840744
SANFORD	25076	HIGHLIGHTER,MAJ ACCENT,6P	ST/6	071641250765
DIXON TICONDEROGA	80002	PEN,BRUSH,6 SET,METALLIC	ST/6	072067800022
DIXON TICONDEROGA	08000	PAINT,WATERCOLOR,HALF-PAN	ST/8	072067080004
DIXON TICONDEROGA	80525	PAINT,WATERCOLOR,W/BRUSH,	ST/8	072067805256
SANFORD	83078	MRKR,SET,D/ERS,8CLR	ST/8	071641830783
SANFORD	80078	MARKER,EXPO 2,CHISEL PT,8	ST/8	071641800786
BINNEY & SMITH	58-7808	MARKER,WASHABLE,BROAD,8CT	ST/8	071662078089
BINNEY & SMITH	53-0525	PAINT,WATERCOLOR,W/BRUSH,	ST/8	071662005252
CRAYOLA	58-7709	MARKER,FINE,CLASSIC,8/BX	ST/8	071662077099

**Core Products List**

CRAYOLA	58-7732	MARKER, BROAD, BOLD, 8/BX	ST/8	071662077327
SANFORD	660415	CORRECTION TAPE 1/5 X 334 WHITE	EA	041540066040
SANFORD	81803	CLEANER EXPO WHITE BOARD	EA	071641818033
SANFORD	81800	CLEANER EXPO WHITE BOARD GALLON REFILL	EA	071641818002
SANFORD	83006	MARKER EXPO DRY ERASE ORANGE CHISEL	EA	0716418330066
SANFORD	83007	MARKER EXPO DRY ERASE BROWN CHISEL	EA	0716418330073
SANFORD	83008	MARKER EXPO DRY ERASE PURPLE CHISEL	EA	0716418330080
SANFORD	82002	MARKER EXPO DRY ERASE LOW ODOR RED BULLET	EA	0716418220029
SANFORD	82003	MARKER EXPO DRY ERASE LOW ODOR BLUE BULLET	EA	0716418220036
SANFORD	82004	MARKER EXPO DRY ERASE LOW ODOR GREEN BULLET	EA	0716418220043
SANFORD	81850	TOWELETTES EXPO	EA	071641818507
SANFORD	8474	EXPO ERASER XL	EA	071641084742
SANFORD	9387	EXPO ERASER XL ERASER PAD REFILL	EA	071641093874
SANFORD	8473KF	EXPO ERASER W/PRECISION POINT REPLACEABLE PAD	EA	071641084735
SANFORD	9287KF	EXPO ERASER W/PREC POINT REPL PAD REFILL	EA	071641092877
3M	600	TAPE SCOTCH 600 1 CORE 3/4X36YDS	EA	021200074578
3M	2600 1 X 60	TAPE MASKING 3M 2600 1X60YD	EA	021200834332
3M	5910	TAPE HIGHLAND 1 CORE 3/4X36YD	EA	021200074431
3M	CG6000	TRANSPARENCY FILM MULTIPURPOSE 3M PACK OF 50	PK/50	051125598194
3M	PP2500	TRANSPARENCY FILM FOR COPIERS BLK/CLR 8.5X11 PACK	EA	051125018104

**Core Products List**

3M	PP2200	654-5UC	TRANSPARENCY FILM FOR XEROX COPIERS 8.5X11 PACK OF	EA	051125018005
3M	60106	60106	POST-IT NOTE 3X3 ULTRA ASST CLRS 100 SHTS/PAD PACK	PK/5	021200716720
SANFORD	60126	60126	PEN ROLLER BALL UNI-BALL VISION BLK .5 MICRO	DZ	070530601060
SANFORD	60025	60025	PEN ROLLER BALL UNI-BALL VISION BLACK .7 FINE	DZ	070530601268
SANFORD	3331131	3331131	PEN ROLLER BALL UNI-BALL DELUXE BLACK MICRO	DZ	070530600254
SANFORD	3311131	3311131	PEN BALLPOINT WRITE BROS. STICK BLACK MEDIUM PACK	DZ	041540333111
SANFORD	GSM11 -BK	GSM11 -BK	PEN BALLPOINT WRITE BROS. STICK BLUE MEDIUM PACK O	DZ	041540331117
BIC	GSM11 -RD	GSM11 -RD	PEN BALLPOINT ROUND STIC BLACK MEDIUM PACK OF 12	DZ	070330201194
BIC	GSF11-BK	GSF11-BK	PEN BALLPOINT ROUND STIC RED MEDIUM PACK OF 12	DZ	070330201187
BIC	GSM11 -BE	GSM11 -BE	PEN BALLPOINT ROUND STIC BLACK FINE PACK OF 12	DZ	070330201293
BIC	GSF11-BE	GSF11-BE	PEN BALLPOINT ROUND STIC BLUE MEDIUM PACK OF 12	DZ	070330201200
BIC	BLP51W-AST	35409552	PEN BALLPOINT ROUND STIC BLUE FINE PACK OF 12	DZ	070330201309
BUNZL DISTRIBUTION	S7074701F	S7074701F	HIGHLIGHTER BRITE LINER SET OF 5 COLORS	PK/5	070330908376
ACCO	S7044401A	S7044401A	HAND SANITIZER 8OZ PUMP PURELL GOJ9652	EA	07385240090
ACCO	9910	9910	STAPLER FULL STRIP 747 CLASSIC BLACK	EA	074711747011
MEAD			STAPLER FULL STRIP 444 COMMERCIAL BLACK	EA	074711444019
			COMPOSITION BOOK, BLACK MAR, ONE	EA	

**Core Products List**

		WIDE RULED NOTEBOOK, 9.75-x-7.5-inch		
ROARING SPRING	77333	COMPOSITION BOOK, 8.5"x7", MARBLE COVER, 48 SHEETS	EA/48SHEET	
ROARING SPRING	77340	COMPOSITION BOOK, STICHD, WIDE RULE, 8-1/2 x 7, WE, 20 SHEETS	EA/20SHEET	

**Attachment IV**  
**Price Discount Sheet**

**CLASSROOM, SCHOOL, ART SUPPLIES AND MATERIALS AND RELATED PRODUCTS AND SERVICES COMPLETE LINE**

**PRICING BASED ON DISCOUNT OFF PRICE LISTS/CATALOGS AND COST PLUS%**

**QUOTE F.O.B. DESTINATION FOR ALL ITEMS.**

**CLASSROOM, SCHOOL, ART SUPPLIES, MATERIALS:**

**Provide discount you will allow from Supplier Catalog(S): \_\_\_\_\_**

**Provide discount you will allow from Wholesale Catalog(S): \_\_\_\_\_**

**Provide additional pricing information on related products and services (Reference Special Provisions paragraph 8.9):**



**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

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

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

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

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

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

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

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

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

**BUSINESS CLASSIFICATION SCHEDULE**

**DEFINITIONS**

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

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

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

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

**Examples:**

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

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

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

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

Line	<u>SMALL BUSINESS</u>	<u>LARGE BUSINESS</u>	<u>OWNERSHIP</u>
1.	___ B	___ Y	<b>Regardless of Ownership</b>
2.	___ C	___ A	<b>Women-Owned</b>
3.	___ X	___ V	<b>Minority-Owned</b>

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

**NAME OF FIRM:** \_\_\_\_\_



**COUNTY OF FAIRFAX  
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM  
FOR CONTRACTS AND GRANTS**

*If this contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (“Recovery Act”), the following terms and conditions apply. As used in this Section, “Contractor/Grantee” means the contractor or grantee receiving Recovery Act funds from the County of Fairfax (“County”)<sup>1</sup> under this agreement.*

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

**AVAILABILITY OF FUNDING**

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

**BUY AMERICAN REQUIREMENT**

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

**CONFLICTING REQUIREMENTS**

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

**FALSE CLAIMS ACT**

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has

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<sup>1</sup> Fairfax County (“County”) includes Fairfax County Public Schools.

submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

#### **ENFORCEABILITY**

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

#### **INSPECTION OF RECORDS**

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

#### **JOB POSTING REQUIREMENTS**

Section 1512 of the Recovery Act requires states receiving ARRA funds to report on jobs created and retained as a result of ARRA funds. Additionally, the United States Department of Labor, through its Training and Employment Guidance Letter 14-08 (TEGL 14-08) issued on March 18, 2009, strongly encourages Governors to advertise all jobs generated through ARRA on state job banks.

The Commonwealth of Virginia, through Executive Order 85, requires contractors/grantees to post job openings on the Virginia Workforce Connection.

#### **PROHIBITION ON USE OF RECOVERY ACT FUNDS**

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

#### **REPORTING REQUIREMENTS**

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:

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

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

### **SEGREGATION OF FUNDS**

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

### **SUBCONTRACTOR REQUIREMENTS**

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

## **WAGE REQUIREMENTS**

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

## **WHISTLEBLOWER PROTECTION**

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

ATTACHMENT IMINIMUM QUALIFICATIONS

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your company to Participating Public Agencies nationally.  
YES\_\_\_ NO\_\_\_
- B. Does Supplier have the ability to provide service to Participating Public Agencies in all 50 U.S. states and the District of Columbia?  
YES\_\_\_ NO\_\_\_
- C. Does Supplier have a national sales force or dealer network with the ability to call on Participating Public Agencies in all 50 U.S. states and the District of Columbia?  
YES\_\_\_ NO\_\_\_
- D. Did Supplier have sales greater than \$50 million last year?  
YES\_\_\_ NO\_\_\_
- E. Does Supplier have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?  
YES\_\_\_ NO\_\_\_
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities contract?  
YES\_\_\_ NO\_\_\_
- G. Does Supplier agree to respond to all agency referrals from U.S. Communities within 2 business days?  
YES\_\_\_ NO\_\_\_
- H. Does Supplier maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES\_\_\_ NO\_\_\_
- I. Will Supplier commit to the following program implementation schedule?  
YES\_\_\_ NO\_\_\_
- J. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?  
YES\_\_\_ NO\_\_\_

**Attachment II**

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

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

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

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

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

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

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

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

**ARTICLE I**

**GENERAL TERMS AND CONDITIONS**

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

as expressly changed or modified by this Agreement.

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

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

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

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

## ARTICLE II

### TERM OF AGREEMENT

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

## ARTICLE III

### REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School

Business Officials (ASBO) and National Institute of Government Purchasing (NIGP) (collectively, the “Founding Co-Sponsors”) and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and 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 herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

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

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

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

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

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

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

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

(vi) Supplier’s field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier’s options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier’s sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency’s objection, Supplier is permitted to

pursue other options.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) **Sales Force Training.** Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be

available to train regional or district managers and generally assist with the education of sales personnel.

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

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

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

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

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

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

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

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

## ARTICLE IV

### PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead

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

## ARTICLE V

### FEES & REPORTING

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

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

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

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

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

satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

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

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

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

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

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

## ARTICLE VI

### MISCELLANEOUS

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

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

6.3 Assignment.

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

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

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

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

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

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

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

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

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

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

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules

and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

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

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 ADDENDUM**

**AFFILIATE PROGRAMS**

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

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

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

\_\_\_\_\_ Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

\_\_\_\_\_ Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

\_\_\_\_\_  
a \_\_\_\_\_

By \_\_\_\_\_

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

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

**Exhibit 1****MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

**RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

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

WHEREAS, the parties desire to comply with the requirements and formalities of 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 the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

EXHIBIT 2

SALES REPORT FORMAT

**Exhibit B - US (Data Format)**

Sales Report Template												
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Month	Amount
956000735	144	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1525.50
956000222	144	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2008	4	1603.64
956000735	144	89495461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1625.05
956000735	144	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	45090.79
066002010	144	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2008	4	318.00
066001854	144	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2008	4	212.00

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

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

**Exhibit 3**

**State Notice Addendum**

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

**Nationwide:**

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

**Other states:**

**Cities, Towns, Villages and Boroughs**

CEDAR MILL COMMUNITY LIBRARY  
CITY COUNTY INSURANCE SERVICES  
CITY OF ADAIR VILLAGE  
CITY OF ALBANY  
CITY OF ASHLAND  
CITY OF ASTORIA OREGON  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF CANNON BEACH OR  
CITY OF CANYONVILLE  
CITY OF CENTRAL POINT POLICE DEPARTMENT  
CITY OF CLATSKANIE  
CITY OF COBURG  
CITY OF CONDON  
CITY OF COOS BAY  
CITY OF CORVALLIS  
CITY OF COTTAGE GROVE  
CITY OF CRESWELL  
CITY OF DALLAS  
CITY OF DAMASCUS  
CITY OF DUNDEE  
CITY OF EAGLE POINT  
CITY OF ECHO  
CITY OF ESTACADA  
CITY OF EUGENE  
CITY OF FAIRVIEW  
CITY OF FALLS CITY  
CITY OF GATES

CITY OF GEARHART  
CITY OF GERVAIS  
CITY OF GOLD HILL  
CITY OF GRANTS PASS  
CITY OF GRESHAM  
CITY OF HAPPY VALLEY  
CITY OF HILLSBORO  
CITY OF HOOD RIVER  
CITY OF JOHN DAY  
CITY OF KLAMATH FALLS  
CITY OF LA GRANDE  
CITY OF LAKE OSWEGO  
CITY OF LAKESIDE  
CITY OF LEBANON  
CITY OF MALIN  
CITY OF MCMINNVILLE  
CITY OF MEDFORD  
CITY OF MILL CITY  
CITY OF MILLERSBURG  
CITY OF MILWAUKIE  
CITY OF MORO  
CITY OF MOSIER  
CITY OF NEWBERG  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PHOENIX  
CITY OF PILOT ROCK  
CITY OF PORT ORFORD  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF REDMOND  
CITY OF REEDSPORT  
CITY OF RIDDLE  
CITY OF SALEM  
CITY OF SANDY  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SEASIDE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF SPRINGFIELD  
CITY OF ST. PAUL  
CITY OF STAYTON  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WEST LINN/PARKS  
CITY OF WILSONVILLE  
CITY OF WINSTON  
CITY OF WOOD VILLAGE  
CITY OF WOODBURN  
CITY OF YACHATS  
FLORENCE AREA CHAMBER OF COMMERCE  
GASTON RURAL FIRE DEPARTMENT

GLADSTONE POLICE DEPARTMENT  
HOUSING AUTHORITY OF THE CITY OF SALEM  
KEIZER POLICE DEPARTMENT  
LEAGUE OF OREGON CITIES  
MALIN COMMUNITY PARK AND RECREATION DISTRICT  
METRO  
MONMOUTH - INDEPENDENCE NETWORK  
PORTLAND DEVELOPMENT COMMISSION  
RAINIER POLICE DEPARTMENT  
RIVERGROVE WATER DISTRICT  
SUNSET EMPIRE PARK AND RECREATION  
THE NEWPORT PARK AND RECREATION CENTER  
TILLAMOOK PEOPLES UTILITY DISTRICT  
TUALATIN VALLEY FIRE & RESCUE

### **Counties and Parishes**

ASSOCIATION OF OREGON COUNTIES  
BENTON COUNTY  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION  
CLATSOP COUNTY  
COLUMBIA COUNTY, OREGON  
COOS COUNTY HIGHWAY DEPARTMENT  
CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES COUNTY  
DOUGLAS COUNTY  
GILLIAM COUNTY  
GILLIAM COUNTY OREGON  
GRANT COUNTY, OREGON  
HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
HOUSING AUTHORITY OF CLACKAMAS COUNTY  
JACKSON COUNTY HEALTH AND HUMAN SERVICES  
JEFFERSON COUNTY  
KLAMATH COUNTY VETERANS SERVICE OFFICE  
LAKE COUNTY  
LANE COUNTY  
LINCOLN COUNTY  
LINN COUNTY  
MARION COUNTY , SALEM, OREGON  
MORROW COUNTY  
MULTNOMAH COUNTY  
MULTNOMAH COUNTY  
MULTNOMAH LAW LIBRARY  
NAMI LANE COUNTY  
POLK COUNTY  
SHERMAN COUNTY  
UMATILLA COUNTY, OREGON  
UNION COUNTY  
WALLOWA COUNTY  
WASCO COUNTY  
WASHINGTON COUNTY

YAMHILL COUNTY  
BOARD OF WATER SUPPLY  
COUNTY OF HAWAII  
MAUI COUNTY COUNCIL

### **Higher Education**

BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIV.  
REED COLLEGE  
ROGUE COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
ARGOSY UNIVERSITY  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
COLLEGE OF THE MARSHALL ISLANDS  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
UNIVERSITY OF HAWAII AT MANOA

### **K-12**

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

CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO. 6  
CENTRAL SCHOOL DISTRICT 13J  
CLACKAMAS EDUCATION SERVICE DISTRICT  
COOS BAY SCHOOL DISTRICT  
COOS BAY SCHOOL DISTRICT NO.9  
COQUILLE SCHOOL DISTRICT 8  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CRESWELL SCHOOL DISTRICT  
CROSSROADS CHRISTIAN SCHOOL  
CULVER SCHOOL DISTRICT NO.  
DALLAS SCHOOL DISTRICT NO. 2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SD NO.6 - SISTERS SD  
DOUGLAS COUNTY SCHOOL DISTRICT 116  
DOUGLAS EDUCATION SERVICE DISTRICT  
DUFUR SCHOOL DISTRICT NO.29  
ELKTON SCHOOL DISTRICT NO.34  
ESTACADA SCHOOL DISTRICT NO.108  
FOREST GROVE SCHOOL DISTRICT  
GASTON SCHOOL DISTRICT 511J  
GEN CONF OF SDA CHURCH WESTERN OR  
GLADSTONE SCHOOL DISTRICT  
GLENDALE SCHOOL DISTRICT  
GLIDE SCHOOL DISTRICT NO.12  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM-BARLOW SCHOOL DISTRICT  
HARNEY COUNTY SCHOOL DIST. NO.3  
HARNEY EDUCATION SERVICE DISTRICT  
HEAD START OF LANE COUNTY  
HERITAGE CHRISTIAN SCHOOL  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LA GRANDE SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LANE COUNTY SCHOOL DISTRICT 69  
LEBANON COMMUNITY SCHOOLS NO.9  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C - SCIO SD  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT - SALEM - KEIZER PS  
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES

MCMINNVILLE SCHOOL DISTRICT NO.40  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MOLALLA RIVER ACADEMY  
MOLALLA RIVER SCHOOL DISTRICT NO.35  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DISTRICT  
MT. ANGEL SCHOOL DISTRICT NO.91  
MT.SCOTT LEARNING CENTERS  
MULTISENSORY LEARNING ACADEMY  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MYRTLE POINT SCHOOL DISTRICT NO.41  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH SANTIAM SCHOOL DISTRICT 29J  
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
NYSSA SCHOOL DISTRICT NO. 26  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NO.46  
OUR LADY OF THE LAKE SCHOOL  
PHILOMATH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NO.4  
PORTLAND ADVENTIST ACADEMY  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAINIER SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REEDSPORT SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SEVEN PEAKS SCHOOL  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT  
SIUSLAW SCHOOL DISTRICT  
SOUTH COAST EDUCATION SERVICE DISTRICT  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SOUTHWEST CHARTER SCHOOL  
SPRINGFIELD SCHOOL DISTRICT NO.19  
STANFIELD SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA-MORROW ESD  
VERNONIA SCHOOL DISTRICT 47J  
WEST HILLS COMMUNITY CHURCH  
WEST LINN WILSONVILLE SCHOOL DISTRICT

WHITEAKER MONTESSORI SCHOOL  
YONCALLA SCHOOL DISTRICT NO.32  
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.  
EMMANUAL LUTHERAN SCHOOL  
HANAHAU'OLI SCHOOL  
HAWAII TECHNOLOGY ACADEMY  
ISLAND SCHOOL  
  
KAMEHAMEHA SCHOOLS  
KE KULA O S. M. KAMAKAU  
MARYKNOLL SCHOOL  
PACIFIC BUDDHIST ACADEMY

**Nonprofit & Other**

211INFO  
ADDICTIONS RECOVERY CENTER, INC  
ALLFOURONE/CRESTVIEW CONFERENCE CTR.  
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES  
ALZHEIMERS NETWORK OF OREGON  
ASHLAND COMMUNITY HOSPITAL  
ATHENA LIBRARY FRIENDS ASSOCIATION  
BARLOW YOUTH FOOTBALL  
BAY AREA FIRST STEP, INC.  
BENTON HOSPICE SERVICE  
BETHEL CHURCH OF GOD  
BIRCH COMMUNITY SERVICES, INC.  
BLACHLY LANE ELECTRIC COOPERATIVE  
BLIND ENTERPRISES OF OREGON  
BONNEVILLE ENVIRONMENTAL FOUNDATION  
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA  
BROAD BASE PROGRAMS INC.  
CANBY FOURSQUARE CHURCH  
CANCER CARE RESOURCES  
CASCADIA BEHAVIORAL HEALTHCARE  
CASCADIA REGION GREEN BUILDING COUNCIL  
CATHOLIC CHARITIES  
CATHOLIC COMMUNITY SERVICES  
CENTER FOR RESEARCH TO PRACTICE  
CENTRAL BIBLE CHURCH  
CENTRAL CITY CONCERN  
CENTRAL DOUGLAS COUNTY FAMILY YMCA  
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK  
CHILDPEACE MONTESSORI  
CITY BIBLE CHURCH  
CLACKAMAS RIVER WATER  
CLASSROOM LAW PROJECT  
COAST REHABILITATION SERVICES  
COLLEGE HOUSING NORTHWEST  
COLUMBIA COMMUNITY MENTAL HEALTH  
COMMUNITY ACTION ORGANIZATION  
COMMUNITY ACTION TEAM, INC.  
COMMUNITY CANCER CENTER  
COMMUNITY HEALTH CENTER, INC

COMMUNITY VETERINARY CENTER  
CONFEDERATED TRIBES OF GRAND RONDE  
CONSERVATION BIOLOGY INSTITUTE  
CONTEMPORARY CRAFTS MUSEUM AND GALLERY  
CORVALLIS MOUNTAIN RESCUE UNIT  
COVENANT CHRISTIAN HOOD RIVER  
COVENANT RETIREMENT COMMUNITIES  
DECISION SCIENCE RESEARCH INSTITUTE, INC.  
DELIGHT VALLEY CHURCH OF CHRIST  
DOUGLAS ELECTRIC COOPERATIVE, INC.  
EAST HILL CHURCH  
EAST SIDE FOURSQUARE CHURCH  
EAST WEST MINISTRIES INTERNATIONAL  
ELMIRA CHURCH OF CHRIST  
EMERALD PUD  
EMMAUS CHRISTIAN SCHOOL  
EN AVANT, INC.  
ENTERPRISE FOR EMPLOYMENT AND EDUCATION  
EUGENE BALLET COMPANY  
EUGENE SYMPHONY ASSOCIATION, INC.  
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.  
FAIR SHARE RESEARCH AND EDUCATION FUND  
FAITH CENTER  
FAITHFUL SAVIOR MINISTRIES  
FAMILIES FIRST OF GRANT COUNTY, INC.  
FANCONI ANEMIA RESEARCH FUND INC.  
FARMWORKER HOUSING DEV CORP  
FIRST CHURCH OF THE NAZARENE  
FIRST UNITARIAN CHURCH  
FORD FAMILY FOUNDATION  
FOUNDATIONS FOR A BETTER OREGON  
FRIENDS OF THE CHILDREN  
GATEWAY TO COLLEGE NATIONAL NETWORK  
GOAL ONE COALITION  
GOLD BEACH POLICE DEPARTMENT  
GOOD SHEPHERD COMMUNITIES  
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES  
GRANT PARK CHURCH  
GRANTS PASS MANAGEMENT SERVICES, DBA  
GREATER HILLSBORO AREA CHAMBER OF COMMERCE  
HALFWAY HOUSE SERVICES, INC.  
HEARING AND SPEECH INSTITUTE INC  
HELP NOW! ADVOCACY CENTER  
HIGHLAND HAVEN  
HIGHLAND UNITED CHURCH OF CHRIST  
HIV ALLIANCE, INC  
HOUSING AUTHORITY OF LINCOLN COUNTY  
HOUSING AUTHORITY OF PORTLAND  
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION  
IRCO  
JASPER MOUNTAIN  
JUNIOR ACHIEVEMENT

KLAMATH HOUSING AUTHORITY  
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER  
LA GRANDE UNITED METHODIST CHURCH  
LANE ELECTRIC COOPERATIVE  
LANE MEMORIAL BLOOD BANK  
LANECO FEDERAL CREDIT UNION  
LAUREL HILL CENTER  
LIFEWORCS NW  
LIVING WAY FELLOWSHIP  
LOAVES & FISHES CENTERS, INC.  
LOCAL GOVERNMENT PERSONNEL INSTITUTE  
LOOKING GLASS YOUTH AND FAMILY SERVICES  
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.  
METRO HOME SAFETY REPAIR PROGRAM  
METROPOLITAN FAMILY SERVICE  
MID COLUMBIA COUNCIL OF GOVERNMENTS  
MID-COLUMBIA CENTER FOR LIVING  
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC  
MORNING STAR MISSIONARY BAPTIST CHURCH  
MORRISON CHILD AND FAMILY SERVICES  
MOSAIC CHURCH  
NATIONAL PSORIASIS FOUNDATION  
NATIONAL WILD TURKEY FEDERATION  
NEW AVENUES FOR YOUTH INC  
NEW BEGINNINGS CHRISTIAN CENTER  
NEW HOPE COMMUNITY CHURCH  
NEWBERG FRIENDS CHURCH  
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY  
NORTHWEST FOOD PROCESSORS ASSOCIATION  
NORTHWEST REGIONAL EDUCATIONAL LABORATORY  
NORTHWEST YOUTH CORPS  
OCHIN  
OHSU FOUNDATION  
OLIVET BAPTIST CHURCH  
OMNIMEDIX INSTITUTE  
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.  
OREGON BALLET THEATRE  
OREGON CITY CHURCH OF THE NAZARENE  
OREGON COAST COMMUNITY ACTION  
OREGON DEATH WITH DIGNITY  
OREGON DONOR PROGRAM  
OREGON EDUCATION ASSOCIATION  
OREGON ENVIRONMENTAL COUNCIL  
OREGON MUSUEM OF SCIENCE AND INDUSTRY  
OREGON PROGRESS FORUM  
OREGON REPERTORY SINGERS  
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION  
OREGON SUPPORTED LIVING PROGRAM  
OSLC COMMUNITY PROGRAMS  
OUTSIDE IN  
OUTSIDE IN  
PACIFIC CASCADE FEDERAL CREDIT UNION  
PACIFIC FISHERY MANAGEMENT COUNCIL  
PACIFIC INSTITUTES FOR RESEARCH

PARALYZED VETERANS OF AMERICA  
PARTNERSHIPS IN COMMUNITY LIVING, INC.  
PENDLETON ACADEMIES  
PENTAGON FEDERAL CREDIT UNION  
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON  
PORT CITY DEVELOPMENT CENTER  
PORTLAND ART MUSEUM  
PORTLAND BUSINESS ALLIANCE  
PORTLAND HABILITATION CENTER, INC.  
PORTLAND SCHOOLS FOUNDATION  
PORTLAND WOMENS CRISIS LINE  
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND  
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.  
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.  
REBUILDING TOGETHER - PORTLAND INC.  
REGIONAL ARTS AND CULTURE COUNCIL  
RELEVANT LIFE CHURCH  
RENEWABLE NORTHWEST PROJECT  
ROGUE FEDERAL CREDIT UNION  
ROSE VILLA, INC.  
SACRED HEART CATHOLIC DAUGHTERS  
SAIF CORPORATION  
SAINT ANDREW NATIVITY SCHOOL  
SAINT CATHERINE OF SIENA CHURCH  
SAINT JAMES CATHOLIC CHURCH  
SALEM ALLIANCE CHURCH  
SALEM ELECTRIC  
SALMON-SAFE INC.  
SCIENCEWORKS  
SECURITY FIRST CHILD DEVELOPMENT CENTER  
SELF ENHANCEMENT INC.  
SERENITY LANE  
SEXUAL ASSAULT RESOURCE CENTER  
SEXUAL ASSAULT RESOURCE CENTER  
SHELTERCARE  
SHERIDAN JAPANESE SCHOOL FOUNDATION  
SHERMAN DEVELOPMENT LEAGUE, INC.  
SILVERTON AREA COMMUNITY AID  
SISKIYOU INITIATIVE  
SMART  
SOCIAL VENTURE PARTNERS PORTLAND  
SOUTH COAST HOSPICE, INC.  
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE  
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.  
SOUTHERN OREGON HUMANE SOCIETY  
SPARC ENTERPRISES  
SPIRIT WIRELESS  
SPOTLIGHT THEATRE OF PLEASANT HILL  
SPRINGFIELD UTILITY BOARD  
ST. ANTHONY CHURCH  
ST. ANTHONY SCHOOL  
ST. MARYS OF MEDFORD, INC.  
ST. VINCENT DEPAUL OF LANE COUNTY  
STAND FOR CHILDREN

STAR OF HOPE ACTIVITY CENTER INC.  
SUMMIT VIEW COVENANT CHURCH  
SUNNYSIDE FOURSQUARE CHURCH  
SUNRISE ENTERPRISES  
TENAS ILLAHEE CHILDCARE CENTER  
THE EARLY EDUCATION PROGRAM, INC.  
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.  
THE NEXT DOOR  
THE OREGON COMMUNITY FOUNDATION  
THE SALVATION ARMY - CASCADE DIVISION  
TILLAMOOK CNTY WOMENS CRISIS CENTER  
TILLAMOOK ESTUARIES PARTNERSHIP  
TOUCHSTONE PARENT ORGANIZATION  
TRAILS CLUB  
TRAINING EMPLOYMENT CONSORTIUM  
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE  
TRILLIUM FAMILY SERVICES, INC.  
UMPQUA COMMUNITY DEVELOPMENT CORPORATION  
UNION GOSPEL MISSION  
UNITED CEREBRAL PALSY OF OR AND SW WA  
UNITED WAY OF THE COLUMBIA WILLAMETTE  
US CONFERENCE OF MENONNITE BRETHREN CHURCHES  
US FISH AND WILDLIFE SERVICE  
USAGENCIES CREDIT UNION  
VERMONT HILLS FAMILY LIFE CENTER  
VIRGINIA GARCIA MEMORIAL HEALTH CENTER  
VOLUNTEERS OF AMERICA OREGON  
WE CARE OREGON  
WESTERN RIVERS CONSERVANCY  
WESTERN STATES CENTER  
WESTSIDE BAPTIST CHURCH  
WILD SALMON CENTER  
WILLAMETTE FAMILY  
WOODBURN AREA CHAMBER OF COMMERCE  
WORD OF LIFE COMMUNITY CHURCH  
WORKSYSTEMS INC  
YOUTH GUIDANCE ASSOC.  
YWCA SALEM  
ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA  
AMERICAN LUNG ASSOCIATION  
BISHOP MUSEUM  
BUILDING INDUSTRY ASSOCIATION OF HAWAII  
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST  
EAH, INC.  
EASTER SEALS HAWAII  
GOODWILL INDUSTRIES OF HAWAII, INC.  
HABITAT FOR HUMANITY MAUI  
HALE MAHAOLU  
HAROLD K.L. CASTLE FOUNDATION  
HAWAII AGRICULTURE RESEARCH CENTER  
HAWAII EMPLOYERS COUNCIL  
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA  
HONOLULU HABITAT FOR HUMANITY  
IUPAT, DISTRICT COUNCIL 50

LANAKILA REHABILITATION CENTER INC.  
LEEWARD HABITAT FOR HUMANITY  
MAUI COUNTY FCU  
MAUI ECONOMIC DEVELOPMENT BOARD  
MAUI ECONOMIC OPPORTUNITY, INC.  
MAUI FAMILY YMCA  
NA HALE O MAUI  
NA LEI ALOHA FOUNDATION  
NETWORK ENTERPRISES, INC.  
ORI ANUENUE HALE, INC.  
PARTNERS IN DEVELOPMENT FOUNDATION  
POLYNESIAN CULTURAL CENTER  
PUNAHOU SCHOOL  
ST. THERESA CHURCH  
WAIANAE COMMUNITY OUTREACH  
WAILUKU FEDERAL CREDIT UNION  
YMCA OF HONOLULU

### **Special/Independent Districts**

BAY AREA HOSPITAL DISTRICT  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT  
CHEHALEM PARK AND RECREATION DISTRICT  
CITY COUNTY INSURANCE SERVICES  
CLEAN WATER SERVICES  
COLUMBIA 911 COMMUNICATIONS DISTRICT  
COLUMBIA RIVER PUD  
DESCHUTES COUNTY RFPD NO.2  
DESCHUTES PUBLIC LIBRARY SYSTEM  
EAST MULTNOMAH SOIL AND WATER CONSERVANCY  
GASTON RURAL FIRE DEPARTMENT  
GLADSTONE POLICE DEPARTMENT  
GLENDALE RURAL FIRE DISTRICT  
HOODLAND FIRE DISTRICT NO.74  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY  
KLAMATH COUNTY 9-1-1  
LANE EDUCATION SERVICE DISTRICT  
LANE TRANSIT DISTRICT  
MALIN COMMUNITY PARK AND RECREATION DISTRICT  
MARION COUNTY FIRE DISTRICT #1  
METRO  
METROPOLITAN EXPOSITION-RECREATION COMMISSION  
MONMOUTH - INDEPENDENCE NETWORK  
MULTONAH COUNTY DRAINAGE DISTRICT #1  
NEAH KAH NIE WATER DISTRICT  
NW POWER POOL  
OAK LODGE WATER DISTRICT  
OR INT'L PORT OF COOS BAY  
PORT OF ST HELENS  
PORT OF UMPQUA

REGIONAL AUTOMATED INFORMATION NETWORK  
RIVERGROVE WATER DISTRICT  
SALEM AREA MASS TRANSIT DISTRICT  
SANDY FIRE DISTRICT NO. 72  
SUNSET EMPIRE PARK AND RECREATION  
THE NEWPORT PARK AND RECREATION CENTER  
THE PORT OF PORTLAND  
TILLAMOOK PEOPLES UTILITY DISTRICT  
TUALATIN HILLS PARK AND RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY WATER DISTRICT  
UNION SOIL & WATER CONSERVATION DISTRICT  
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT  
WILLAMALANE PARK AND RECREATION DISTRICT  
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

### **State Agencies**

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

