



SOLICITATION

BY

COUNTY OF FAIRFAX, VIRGINIA

RFP# 2000003549

FOR

TECHNOLOGY PRODUCTS, SERVICES AND SOLUTIONS



ON BEHALF OF ITSELF AND OTHER GOVERNMENT

AGENCIES AND MADE AVAILABLE THROUGH

GovMVMT PURCHASING COOPERATIVE



IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE PORTAL (<https://fairfaxcounty.bonfirehub.com>)

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating proposals. To register, visit <https://fairfaxcounty.bonfirehub.com>. Additional assistance is also available at Support@GoBonfire.com. **Offerors must register in the Bonfire portal in order to download the RFP documents and submit a response to this RFP.**

Submitting proposals via the Bonfire portal is **mandatory**. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this RFP. Reference Special Provisions, Section 14 for additional information.

Fairfax County strongly encourages offerors to submit proposals well in advance of the proposal submission deadline. A proposal submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its Proposal.



FAIRFAX COUNTY

DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

ISSUE DATE: February 13, 2023	REQUEST FOR PROPOSAL NUMBER: RFP 2000003549	TITLE: Technology Products, Services and Solutions
DEPARTMENT: Information Technology	DUE DATE/TIME: March 24, 2023 @ 2:00 p.m.	CONTRACT SPECIALIST: Yong Kim, 703-324-3217 or yong.kim@fairfaxcounty.gov

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

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

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole Proprietor)

Payment Terms will be Net 30 Days unless a prompt payment discount is offered. Prompt Payment Discount:

___% for payment within ___ days/net ___ days

State Corporation Commission (SCC) Identification No.

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting Attachment A6, by any other relevant certifications set forth in Attachment A1-A8, and the Affirmation of Legally Required Contract Terms set forth in Attachment B.

Vendor Legally Authorized Signature

Date

Print Name

Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent by way of upload to Fairfax County's procurement portal at <https://fairfaxcounty.bonfirehub.com> until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS

1. MASTER AGREEMENT:

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

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

2. OBJECTIVES:

- 2.1. Provide a comprehensive competitively solicited and awarded Master Agreement offering Products and Services covered by this solicitation to Participating Public Agencies.
- 2.2. Establish the Master Agreement as the Supplier's primary offering to Participating Public Agencies.
- 2.3. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitations process that reduces the Offeror's need to respond to multiple solicitations and Public Agencies' need to conduct their own solicitation process.
- 2.4. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES:

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

- 3.1. **Technology Products:** A complete portfolio of technology products such as desktops, laptops, tablets, servers, storage systems, ruggedized devices, printers, monitors, multifunction printers, scanners, plotters, projectors, video conferencing teleconferencing, analog phones, VoIP phones, conference phones, audiovisual equipment (such as computer-video interfaces, switchers, matrix switchers, distribution amplifiers, video scalars, scan converters, processing devices Ethernet control interfaces and high resolution cables), instructional equipment, security equipment, cabling, modems, wired and wireless networking, data network products (to support server, storage and client applications such as routers and switches), software, computer accessories, computer components, power protection, data protection, video cameras, virtualization products, systems and network management tools, database products, data center facilities (racks, fire suppression, electrical, HVAC, generator, physical access controls, etc.), as well as any other technology products available from Offeror.
- 3.2. **Technology Services and Solutions:** A complete portfolio of technology services and solutions such as systems configuration, testing, software archiving, hardware and software installation, upgrades and/or maintenance, system integration, network integration, extended warranties, warranty service, staff augmentation and any other services and solutions available from Offeror. Specific requirements will be developed on a task order basis and may include, but will not be limited to, services and solutions such as:
- Virtualization: Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility, and prepare for cloud computing.

SPECIAL PROVISIONS

- **Information Security**: Common security-related products, services and solutions including, but not be limited to, those that provide endpoint security, network security, intrusion detection and prevention, application security, email security, fraud detection, governance risk and compliance, vulnerability assessment, penetration testing, forensic, identity management, training and awareness, as well as any other product or service intended to support the defense, audit, security and privacy compliance, assessment, and/or protection of enterprise data and infrastructure.
- **Physical Security**: Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.
- **Communications**: Communication solutions to converge and share voice, data and video communications using a single, secure IP-based network.
- **UCC (Unified Communications and Collaboration)**: UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.
- **Cloud**: Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS), Cloud Platform as a Service (PaaS) and Cloud Unified Communications as a Service (UCaaS).
- **Infrastructure**: Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, enterprise colocation, and IT service management.
- **Data Management**: Data management solutions which use technologies such as thin provisioning, de-duplication, and automated storage tiering to improve storage utilization.
- **Visual Communications**: Visual communications that integrate audio, video, voice, and presentation capabilities.
- **Broadcast Studio**: Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network, and storage technologies).
- **Law Enforcement**: Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.
- **Mobility**: Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self-destructing content, and content linked back to the user.
- **Asset Management**: Asset management solutions to identify and manage installed software, hardware and license entitlements.
- **Data Protection**: Data protection to protect, backup, recover and archive data and applications.
- **Energy and Water Conservation**: Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.

SPECIAL PROVISIONS

- Financial Services: Financing options (such as lease and IT solutions offered as a service) and auditing of third-party IT service providers (e.g., telecommunication services).
- Other Services and Solutions: Services and solutions not listed above that may be proposed by Offeror.

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

1. **Cisco Products**: A complete offering of Cisco products including, but not limited to, application networking services products, blade switches, cloud and systems management, collaboration endpoints, conferencing, connected safety and security, customer collaboration, data center management and automation, data center switches, infrastructure software, interfaces and modules, networking software, optical networking, routers, security, servers, service exchange, storage networking, switches, unified communications, video, wireless, and any other products offered by Cisco.
2. **Cisco Services and Solutions**: A complete offering of Cisco services and solutions including, but not limited to, cloud and systems management services, collaboration services, collaboration endpoints services, conferencing services, data center and virtualization services, enterprise network services, routing services, security services, services for application networking services, storage networking services, switching services, unified communication services, unified computing services, video services, wireless services and any other services and solutions offered by Cisco.

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

1. **HP Products**: A complete offering of HP products including, but not limited to:
 - Computers: Desktops, laptops, tablets, monitors, workstations, accessories, point of sale computers for retail environments, thin client software portfolio, digital signage and any other computer equipment and software available from HP.
 - Networking: Data center networking, software-defined networking, switches, wireless networking, campus networking and any other networking available from HP.
 - Servers: Blade servers, scalable servers, integrity mission-critical servers, rack and tower servers and any other servers available from HP.
 - Software: Application lifecycle management, big data analytics, business service management, enterprise security, hybrid cloud management, information governance, information management, IT service management, mobile solutions, operations management, software-defined data center, DevOps solutions and any other software available from HP.
 - Storage: Primary storage, backup, recovery and archive storage, enterprise application storage, primary storage, software-defined storage, Simply StoreIT solutions and any other storage available from HP.
2. **HP Services and Solutions**: A complete offering of HP services and solutions including, but not limited to, analytics and data management, applications services, business process services, data center, workload and cloud services, enterprise security services, IT financing and asset recovery services, mobility and workplace services, support services, technology consulting, computing services, big data solutions, cloud solutions, mobility solutions, security solutions, converged systems solutions, small and midsize organization solutions, total access education solutions, and any other services and solutions offered by HP.

SPECIAL PROVISIONS**3.5. Dell Products, Services and Solutions****1. Dell Products:**

- **General Products:** A complete offering of Dell products including, but not limited to, laptops, notebooks, PDA's, desktops, workstations, thin clients, monitors, servers, accessories, battery back-up, power or surge, cables, data storage and drives, networking, digital imaging such as cameras and scanners, memory and system components, office equipment, sound and multimedia, telecommunications products, video monitors, cards and projectors, interactive whiteboards, DVD's, books, music and video.
 - **Software:** A complete offering of Dell software including, but not limited to, information management, data protection, data center and cloud management, mobile workforce management, security, access control, platforms and any other software offered by Dell.
- 2. Dell Services and Solutions:** A complete offering of Dell services and solutions including, but not limited to, support services, application modernization, application services, business process outsourcing, digital business services, cloud-based services, information security services, financing and leasing, IT consulting, managed services, training services, cloud solutions, data center solutions, security solutions, big data, information and data management, mobility and security solutions and any other services and solutions offered by Dell.

3.6. Panasonic Products, Services and Solutions**1. Panasonic Products:**

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

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- **Recording Media:** A complete offering of Panasonic recording media including, but not limited to, SD cards for professional camcorders, SD memory cards for industrial use, blue-ray disc, ADA (advanced disc for archive, DV cassettes and any other recording media offered by Panasonic.
2. **Panasonic Services and Solutions:** A complete offering of Panasonic services and solutions including, but not limited to, installation, product configurations, product support, warranties, insurance, railway industry solutions and any other services and solutions offered by Panasonic.
- 3.7. **Veritas Products, Services and Solutions**
1. **Veritas Products:** A complete offering of Veritas Information Management products including, but not limited to backup exec, information fabric technology platform, InfoScale, storage foundation high availability, system recovery and any other offered by Veritas.
 2. **Veritas Services and Solutions:** A complete offering of Veritas services and solutions including, but not limited to, consulting, education services, managed services, support services, appliance services, licensing, technical support training and certification, and any other services and solutions offered by Veritas.
- 3.8. **VMware Products, Services and Solutions**
1. **VMware Products:** A complete offering of VMware products including, but not limited to, data center and cloud infrastructure, networking and security, storage and availability, hyper-converged infrastructure, data center and cloud management, personal desktop software, business mobility software, desktop and application virtualization software, enterprise mobility management software and any other products offered by VMware.
 2. **VMware Services and Solutions:** A complete offering of VMware services and solutions including, but not limited to, cloud computing, software-defined data center, virtualization, business mobility, data center virtualization and hybrid cloud extensibility, streamlined and automated data center operations, application and infrastructure delivery automation, security controls native to infrastructure, high availability and resilient infrastructure, and any other services and solutions offered by VMware.
- 3.9. **Apple Products, Services and Solutions:** A complete offering of Apple products, services and solutions including, but not limited to, MacBook, MacBook Air, MacBook Pro, iMac, Mac Pro, Mac mini, iPad mini, iPad, iPhone, watch, iPod, Apple TV, accessories for all products, apps, servers, music, support and any other products, services or solutions offered by Apple.
- 3.10. **Google Products, Services and Solutions:** A complete offering of Google product, services and solutions including, but not limited to, Apps for work, Google Cloud, maps for work, search for work, Chrome for work, Android for work, Google business solutions and any other products, services and solutions offered by Google.
- 3.11. **Amazon Web Services Products, Services and Solutions**
1. **Amazon Web Services Products, Services and Solutions:** A complete offering of Amazon Web Services products, services and solutions including, but not limited to, global compute, storage, database, analytics, application and deployment services to power web and mobile applications, data processing and warehousing, storage and archive, as well as any other products, services and solutions offered by Amazon Web Services.
 2. **Amazon Web Services Solutions:** A complete offering of Amazon Web Services solutions including, but not limited to, cloud-based solutions for websites, backup and recovery, archiving, disaster recovery, development and test, big data, high performance, databases, digital marketing, e-commerce, media and entertainment, mobile services, internet of things, enterprise IT, business applications, content delivery, health and any other solutions offered by Amazon Web Services.

SPECIAL PROVISIONS**3.12. Microsoft Products, Services and Solutions****1. Microsoft Products:**

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

2. **Microsoft Services and Solutions:** A complete offering of Microsoft services and solutions including, but not limited to, support, licensing and any other services and solutions offered by Microsoft either directly or via the Azure cloud platform.

3.13. Citrix Products, Services and Solutions:

1. **Citrix Products:** A complete offering of Citrix products, including but not limited to, XenMobile, ShareFile, Worx Mobile Apps, Concierge, XenApp, XenClient, XenDesktop, NetScaler, CloudBridge, CloudPlatform, XenServer, CloudPortal Business Manager and any other products offered by Citrix.
2. **Citrix Services and Solutions:** A complete offering of Citrix services and solutions including, but not limited to, application and desktop virtualization, enterprise mobility management, file sync and sharing, cloud networking, collaboration, cloud services and any other services and solutions offered by Citrix.

3.14. NetApp Products, Services and Solutions:

1. **NetApp Products:** A complete offering of NetApp products, including but not limited to, hybrid data storage, software and converged infrastructure, enterprise all-flash data storage, hardware and software for cloud storage and any other products, including standalone software offered by NetApp.
2. **NetApp Services and Solutions:** A complete offering of NetApp services and solutions to build a cloud-ready data center, accelerate enterprise application performance, protect, and recover data, strategy, design, deploy and transition, operations, training, certification, support and any other services and solutions offered by NetApp.

- 3.15. **Other Products, Services and Solutions:** Any other IT products, services, and solutions available from Offeror. Below is a list of some of the companies that the County relies upon to fulfill the IT requirements of its users. Successful Offerors will have existing business relationships with most of these companies and a proven ability to establish new such relationships.

SPECIAL PROVISIONS**Partial List of Fairfax County
IT Manufacturers and Software and Services Providers**

1E	Equinix	Palo Alto
Actifio	EXFO	Patch My PC
Adobe	F5	Pitney Bowes
Agari	Flexera	Precisely
Anywhere365	Foxit	Quest
Appeon	Hootsuite	Red Hat
AudioCodes	HRIZNS	Red Sky
Axway	IBM	Ricoh
BrainStorm	Infoblox	Rubrik
Broadcom	Juniper Networks	SAS
Canon	Konica Minolta	Schneider Electric
Cylance	Logitech	ServiceNow
DigiCert	LogMeln	SolarWinds
DocuSign	MCM	Swimage
Dynatrace	Micro Focus	Twilio
Egnyte	Nutanix	Xerox
Ekahaus	OpenText	Zerto

4. GovMVMT PURCHASING COOPERATIVE:

- 4.1. GovMVMT Purchasing Cooperative (herein “GovMVMT”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines 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.
- 4.2. **Innovative Government Services Association:** Innovative Government Services Association (“IGSA”) is designed to provide best-in-class competitively bid contracts to public and nonprofit agencies. The founders have a long history of providing successful programs and services in these sectors and founded IGSA to continue the non-profit mission of providing value-added programs and services while giving back to the communities that we live and work in. GovMVMT is IGSA’s premier national cooperative purchasing program designed exclusively for public agencies and nonprofits.
- 4.3. **Participating Public Agencies:** The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payments, etc. The Lead Public Agency is acting as “Contracting Agency” 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. Participating Public Agency releases Lead Public Agency, GovMVMT, and any other Participating Public Agencies, including their respective agents, directors, employees or representatives from any acts, liabilities, damages, etc., incurred by Participating Public Agency. Use of the Master Agreement by any Public Agency is preceded by their registration with GovMVMT as a Participating Public Agency in the GovMVMT Purchasing Cooperative program. Registration is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (“MICPA”). MICPA outlines 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 in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of MICPA is attached as **Attachment D, Exhibit D**. By using the Master Agreement, any such Participating Public Agency agrees that it is registered with GovMVMT, whether pursuant to the terms of the MICPA or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between Supplier and the Lead Public Agency will be the same as that available to Participating Public Agencies through GovMVMT.

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- 4.4. **Estimated Volume:** The estimate dollar volume of Products and Services purchased under the proposed Master Agreement is \$200 million in sales annually. While no minimum volume is guaranteed to Supplier, the estimated volume is based on the current annual volumes of the Lead Public Agency and other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through GovMVMT as well as through volume growth into other Public Agencies employing a coordinated marketing approach between Supplier and GovMVMT.
- 4.5. **Marketing Support:** GovMVMT provides marketing support for each Supplier's products through the following:
- Sales and marketing personnel that directly promote the GovMVMT Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
 - GovMVMT provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through GovMVMT.
- 4.6. **Multiple Awards:** Multiple awards may be issued as a result of this 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. The Lead Public Agency reserves the right to award the contract nationally in the aggregate, by section, multiple awards, primary, secondary, and tertiary, whichever is in the best interest of the Lead Public Agency and Participating Public Agencies as a result of this solicitation.
- 4.7. **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. Other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposals and provides the best overall value will be eligible for a contract award. GovMVMT reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

5. PRE-PROPOSAL CONFERENCE:

- 5.1. An optional pre-proposal conference will be held on **February 22, 2023, at 11:00 A.M.** eastern time will be held online via Microsoft Teams conference call. Offerors wishing to participate will need to login using one of the following links below:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 276 167 879 698

Passcode: 3pgdmo

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 571-429-5982,,548957381#](#) United States, Arlington

Phone Conference ID: 548 957 381#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

SPECIAL PROVISIONS

- 5.2. 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 RFP. Offerors may submit any questions pertaining to the RFP, in writing to dpmteam1@fairfaxcounty.gov.

6. CONTRACT PERIOD AND RENEWAL:

- 6.1. The period of this contract shall be from Date of Award or November 1, 2023, whichever is later, through October 31, 2028, with five (5) one-year renewal options or combination thereof as mutually agreed upon.
- 6.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

7. BACKGROUND:

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

The County's fiscal year runs from July 1 to June 30. In the fiscal year ending June 30, 2021 (FY 2021), the total combined General Fund Disbursements were \$4.56 billion. The County currently holds AAA bond ratings from Standard and Poor's, Moody's, and Fitch.

Fairfax County Government (FCG) has over 50 departments located in over 200 facilities throughout the County. Currently, FCG facilities include the main government center campus (which houses the main county data center), twenty-three (23) Public Libraries, twenty-three (23) Police locations, fifty-one (51) Fire and Rescue locations, and in addition many more community, health, human services and park locations. FCG's Department of Information Technology (DIT) manages and implements all aspects of information technology solutions and supporting infrastructure that enable county agencies to deliver information and services to citizens and the community and implement operational efficiencies. DIT establishes standards and architecture for the information and communications systems that are implemented in county government agencies throughout the County.

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

8. PROGRAM REQUIREMENTS:

- 8.1. Qualified Offerors may be authorized resellers of the Products, Services and Solutions listed in, paragraph 3, General Definition of Products, Services and Solutions or direct manufacturers of the Products, Services and Solutions.

SPECIAL PROVISIONS

1. Offerors who are resellers must represent, sell and service the Products, Services and Solutions listed in, paragraph 3, General Definition of Products, Services and Solutions, or explain in detail how the products it does offer are able to satisfy the underlying requirement in a cost-effective manner. If the Contractor proposes a solution that will require the Fairfax County to execute a EULA, either as a signed agreement or as “clickwrap”, with a software manufacturer, the Contractor shall, for each such software manufacturer, obtain the written consent of such software manufacturer to the terms and conditions of Fairfax County’s “License Agreement Addendum” attached as Attachment C and provide a copy of each such consent with its proposal.
 2. Offerors who are direct manufacturers or providers of a category of product, service or solution described in paragraph 3 may only respond with their Products, Services and Solutions in that category.
- 8.2. Qualified Offerors of the Products, Services and Solutions shall meet the following certification requirements and shall provide proof of certification from the manufacturer unless Offeror itself is a manufacturer of the Products, Services and Solutions:
1. Cisco Gold Certified Partner
 2. HP Gold or Platinum partner
 3. Dell Partner Direct Preferred or Premier Partner
 4. Panasonic Authorized Reseller Partner
 5. VMware Enterprise or Premier Partner
 6. Microsoft Gold Certified Partner
 7. Citrix Gold Solutions Advisor or Platinum Solutions Advisor
 8. NetApp Platinum or Star Partner
- The County also encourages each Offeror to furnish information on any certification from, or other business agreement with, a Manufacturer not shown in the above list but nevertheless involved in the provision of one or more of the items described in Special Provisions, Paragraph 3, General Definition of Products, Services and Solutions.
- 8.3. If Offeror is a manufacturer of the Products, Services and Solutions and has partner resellers/dealers/distributors that sell’s manufacturer’s Products, Services and Solutions, then the partner resellers/dealers/distributors must agree to the terms and conditions of this RFP and Offeror shall provide documentation of such.
- 8.4. Offeror must have the resources to work with multiple entities—e.g., individual Fairfax County Government (“FCG”) and/or Fairfax County Public Schools (“FCPS”) departments and agencies—at the same time.
- 8.5. Throughout the life of this contract, the successful Offeror(s) will maintain expertise, resources, and capabilities to perform the following:
1. Provide commercial hardware, software, peripherals and accessories as ordered under the task order;
 2. Perform consulting, assessment, design, integration, installation, and managed Services and Solutions at the task order level;
 3. Perform a wide range of professional, technical support and engineering services and solutions to support the mission and objectives of Fairfax County and Participating Public Agencies as authorized buyers of this contract;
 4. Provide maintenance support of the services and solutions;
 5. Provide ancillary support (logistics support, etc.) relating to provisions of the Products, Services and Solutions listed in, paragraph 3, General Definition of Products, Services and Solutions;

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6. Provide project management support for each deliverable under the contract; and
 7. Provide project-specific and overall contract performance reporting, as required.
- 8.6. STAFF EXPERIENCE:
1. Offeror shall describe the credentials of staff and how they are certified and trained to provide the Products, Services and Solutions required in, paragraph 3, General Definition of Products, Services and Solutions.
 2. Offeror shall describe the number and type of staff its company proposes to service this contract, i.e., technical, service, training, executive support, etc. and its hiring practices for such positions.
 3. Offeror shall describe its methodology for training Agency end users.
 4. Offeror shall describe its experience with managing major government projects.
 5. Offeror shall describe its processes for assigning staff to specific projects, along with the credentials of the staff members. Offeror should include how it will involve the County to ensure projects are staffed to be successful.
- 8.7. CUSTOMER SERVICE:
1. **Offeror's Approach:** The County is focused on customer service with a philosophy to provide all customers with quality Products, Services and Solutions in a manner that is courteous, responsive, accessible, and seamless. The Products, Services and Solutions will be delivered with patience, understanding, good will and minimal regard for individual convenience. The selected Contractor will be expected to use these guidelines in developing the proposed solution:
 - Accessible, courteous, responsive and seamless customer service is of highest priority for the County;
 - Accessible service means that citizens have easy access to the organization;
 - Seamless customer service means that the Offeror's employees know what they are doing, that information is accurate, that they have a good understanding of how to get problems and decisions made, that they are trained and evaluated for the jobs they are doing;
 - Customer service goals must be measurable and regularly evaluated; and
 - Continuous improvements in customer service must be made in order to make County services accessible, responsive and as seamless as possible.
 2. **Quotations:** Regardless of how a quotation, statement of work (SOW), or the like has been generated—e.g., electronically, manually, or some combination thereof—it shall contain, at a minimum, the below-listed information.
 - The date on which it was generated
 - The contract number assigned by the County
 - List price of Products, Services and Solutions
 - Percentage discount or other means by which a price may be reduced as mutually agreed upon in the contract

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- Extended price

In addition, quotations submitted by successful Offerors shall not include additional terms and conditions (e.g., "Terms of Sale") or references to external documents, websites, etc., that have not been previously agreed to by the County in writing. The County prefers quotations be valid for 60 days, and a quotation may have to be "refreshed" if it has expired.

8.8. FINANCING OPTIONS:

Offeror should include any financing solutions and payment options available.

8.9. REPORTING REQUIREMENTS:

1. Monthly Reports: The Offeror shall furnish electronic monthly reports to the County, to include the following information:
 - New product information;
 - Price sheets showing price decreases on discontinued Products;
 - Decreases on manufacturer's prices on Products still to be manufactured;
 - System upgrades that are available;
 - Current pricing and Product lists;
 - Software stays in compliance with latest supported version; and
 - Special sales or promotions.

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

2. Quarterly Reports: The Offeror shall furnish electronic quarterly usage reports showing a summary of the ordering and/or history of the County for the previous quarter to the County. The report must show at a minimum, purchase order number, description, part number, serial number, quantity, order number, cost, order date, ship date, total quantity of each item ordered during the period, the reporting period. The County reserves the right to request additional information, if required, when reviewing such data.
3. Environmental Reporting Requirements: Upon request, the Offeror shall furnish periodic environmental impact reports (i.e., usage, disposal, environmental impact, energy efficiency, changes in manufacturing techniques, etc.) with respect to the Products, Services and Solutions.

8.10. SUPPORT AND MAINTENANCE:

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

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

8.11. REPRESENTATIONS AND WARRANTIES:

The Offeror represents, warrants, and covenants that:

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

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

8.12. **BACKGROUND CHECKS:**

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

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

9. TECHNICAL PROPOSAL INSTRUCTIONS:

Proposals should not contain extraneous information or promotional materials. Offerors should utilize lay person terms and common terminology wherever possible. The offeror must submit the Technical Proposal as instructed in Bonfire 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. In addition, the offeror will submit in Bonfire an executed County's Cover Sheet (DPMM32), all the Attachment A documents, Attachment B, Attachment C, Attachment D, and all issued Addenda (as applicable).

9.1. **COVER LETTER:**

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

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

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

9.3. **PROPOSAL:**

The Offeror shall provide a statement of all the products and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing Offeror's best offer. Following is a framework and questions to guide your organizations suggested solution. Address the following as completely as possible for each component of the Project in Special Provisions, Paragraph 3, General Definition of Products, Services and Solutions and Special Provisions, Paragraph 8, Program Requirements.

- Include a complete listing of products and services proposed in the same order as Special Provisions, Paragraph 3, General Definition of Products, Services and Solutions.
- Transition Plan: If applicable to the Product, Service or Solution, the Offeror shall prepare and submit to the County for approval a comprehensive and detailed Transition Plan, which describes in detail all tasks and resources associated with the transition of the Products, Services and Solutions to the Offeror with minimum disruption to the County's operations.
- Product, Service or Solution Plan: Submit a Plan (preferably in MS Project format) to describe, to the best of your ability what steps your organization will take to ensure, all times, tasks, and resources associated with the implementation of the Products, Service or Solution runs smoothly..
- Client Relationship Management: Describe the communications scheme that your organization will use to keep the County informed about the progression of the Product, Service or Solution.
- Risk Management: Describe the risks associated with the Product, Service or Solution Plan or associated Agreement. What contingencies have been built in to mitigate those risks?

9.4. **OFFEROR QUALIFICATIONS AND EXPERIENCE:**

1. The Offeror shall describe its qualifications and experience related to the programs and services proposed. Describe Offeror's ability to meet or exceed requirements in the Special Provisions, Paragraph 8, Program Requirements.
2. Offeror shall identify and provide the same information for all subcontractors or joint venture partners and identify their role in your proposed solution.
3. Offeror shall include copies of any applicable End User License Agreements (EULA) and Service Level Agreements (SLA). Offeror must be willing to negotiate the terms of its EULA and SLA. Copy(s) of signed Fairfax County License Addendum (Attachment C) documents,

9.5. **FINANCIAL STATEMENTS:**

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

9.6. EXCEPTIONS TO THE RFP:

Offerors may take exceptions to the terms, however, some of the terms may not be negotiable (ref. **Attachment B**).

9.7. COUNTY DOCUMENTS:

- **Attachment A1** – Offeror Data Sheet
- **Attachment A2** – Virginia State Corporation Commission (SCC) Registration Information
- **Attachment A3** – Request for Protection of Trade Secrets or Proprietary Information Pursuant
- **Attachment A4** – Business, Professional and Occupational License
- **Attachment A5** – Certification Regarding Debarment or Suspension
- **Attachment A6** – Certification Regarding Ethics in Public Contracting
- **Attachment A7** – Fairfax County's Business Classification Schedule
- **Attachment B** – Affirmation of Legally Required Contract Terms
- **Attachment D** – Section 1 and Exhibit A – Exhibit I

9.8. REFERENCES:

The Offeror shall complete **Attachment A8**, References.

10. COST PROPOSAL INSTRUCTIONS:

- 10.1. The offeror must submit a cost proposal in a separate document fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.
- 10.2. The following information should be submitted as part of the cost proposal:

PROPOSED PRODUCT PRICING:

For any proposed products, Offeror shall provide the following.

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

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

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

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

PROPOSED SERVICES AND SOLUTIONS:

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

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

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prices differ.

2. All prices offered in the cost proposal shall include labor, supervision, equipment, travel and any other incidentals to complete the solution, application or service.
3. Labor categories shall be displayed on a cost per hour, either all-inclusive or cost per position (director, technical architect, project manager, etc.).
4. An Offeror may include a statement of work (SOW) template in its proposal in the expectation that it may be used in conjunction with quotations for the delivery of professional services or IT solutions. However, the presence or absence of such a template will not in any way affect the proposal's evaluation.

ADDITIONAL OFFERINGS:

1. Detail any additional pricing incentives, discounts or rebates that may be available such as for large volume, bundled solutions, applications, products and services, etc., to FCG and/or FCPS.
2. Detail any additional pricing discounts for the purchase of Products, Services and Solutions by FCG and/or FCPS based on participation in a public-agency group that desires to combine requirements—e.g., cities, counties, school districts, housing authorities, transit authorities, etc.
3. Provide the methodology of how you will substantiate and justify any requests for adjustment in cost of solutions, applications, products, and services during the term of the contract.

11. CONSULTATION SERVICES:

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

12. PRICING:

- 12.1. The pricing structure, discounts and fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Consumer Price Index Summary, All items or other relevant indices.
- 12.2. The request for a change in the pricing structure, discounts and fees shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 12.3. Price decreases shall be made in accordance with paragraph 40 of the General Conditions & Instructions to Offerors.

13. TRADE SECRETS/PROPRIETARY INFORMATION:

- 13.1. 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.**
- 13.2. **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.

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- 13.3. Request for Protection of Trade Secrets or Proprietary Information (**Attachment A3**) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 13.4. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

14. CONTACT FOR CONTRACTUAL MATTERS:

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

Yong Kim, CPPB, Contract Specialist III
 Department of Procurement and Material Management
 Telephone: (703) 324-3217; TTY: 711
 E-mail: yong.kim@fairfaxcounty.gov

- 14.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (ref paragraph 19.3).

15. REQUIRED SUBMITTALS:

- 15.1. Each Offeror responding to this Request for Proposal should 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.
- 15.2. Failure to sign "**Attachment B**" (Affirmation of Legally Required Contract Terms) may result in rejection of the offeror's proposal.

16. SUBMISSION OF PROPOSAL:

- 16.1. Proposals must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Submissions will only be accepted through the portal. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com or click on the link "Contact Bonfire Support here" under Need Help?. (Note: it takes an average of 25 minutes to an hour for a response). Therefore, offerors shall take the necessary steps to submit their proposals in advance.
- 16.2. Offerors can view all the user guide which provides step by step instructions regarding use of Bonfire: <https://vendorsupport.gobonfire.com/hc/en-us/categories/6796320852247>.

Listed below is a helpful guide that will assist offerors regarding Submission:

- Creating and uploading a submission
<https://vendorsupport.gobonfire.com/hc/en-us/articles/6832869814551-Creating-and-Uploading-a-Submission->
- 16.3. If, at the time of the scheduled proposal closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire system.
- 16.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system

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- requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
- 16.5. 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.
 - 16.6. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired.
 - 16.7. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

17. ADDENDA:

- 17.1. Offerors are reminded that changes to the proposal, in the form of addenda, are often issued between the issue date and within ten (10) days before the due date. All addenda shall be signed and submitted as instructed on the addenda.
- 17.2. The last day to submit questions to be addressed in the addendum will be addressed in Bonfire under "Questions Due Date." All questions pertaining to this RFP shall be submitted to dpmteam1@fairfaxcounty.gov.
- 17.3. Notice of addenda will be posted on eVA and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at <https://fairfaxcounty.bonfirehub.com>.

18. PROPOSAL ACCEPTANCE PERIOD:

- 18.1. Any proposal submitted in response to this solicitation shall be valid for 300 days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

19. BASIS FOR AWARD:

- 19.1. This Request for Proposal ("RFP") is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror(s) whose proposal(s) is/are determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the RFP. The County reserves the right to make multiple awards as a result of this solicitation.
- 19.2. A Selection Advisory Committee ("the Committee") has been established to review and evaluate all proposals submitted in response to this RFP. 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.
- 19.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Committee or any person involved in the evaluation of the proposals. The Committee will refer any and all calls related to this procurement to the contract specialist named in 14.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 19.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Committee. The 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

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basis of the factors involved in the RFP, including price. 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.

- 19.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Purchasing Agent, if appropriate, prior to actual award of contract.
- 19.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Response to the Products, Services, and Solutions as set forth in Special Provisions, Paragraph 3, General Definition of Products, Services and Solutions, Sub-Paragraphs 3.1 (Technology Products) and 3.2 (Technology Services and Solutions) **20 points**
 - b. Response to the Products, Services and Solutions offerings as set forth in Special Provisions, Paragraph 3, General Definition of Products, Services and Solutions, Sub-Paragraphs 3.3 through 3.15. **20 points**
 - c. Proven experience of the firm's success in providing Products, Services and Solutions to large, geographically dispersed governmental commercial, and not-for-profit organizations in a timely manner, including depth of response to PROPOSAL (ref. Special Provisions, paragraph 9.3). **15 points**
 - d. QUALIFICATIONS of work as outlined in Special Provisions, paragraph 9.2 & 9.4, Program Requirements (ref. Special Provisions, paragraph 8), as well as the financial stability (ref. Special Provisions, paragraph 9.5) and references of the firm (ref. Special Provisions, paragraph 9.8). **15 points**
 - e. Reasonableness of cost proposal(s) **30 points**
- 19.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 19.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 19.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 19.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 19.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

20. INSURANCE:

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- 20.1. The Contractor is responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 20.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees 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 the contracted work.
 - c. 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 Commercial General Liability policy.
 - d. Cyber Insurance, in an amount not less than \$2,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for or on behalf of the County hereunder. Contractor's policy will provide for Data Security & Privacy "Cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage). Such insurance will be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement.
 - e. Liability Insurance "Claims Made" basis:
 1. If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same.
 2. The Contractor must either:
 - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or
 - ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
 - f. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
 - g. Indemnification: Article 58 of the General Conditions and Instructions to Bidders (Appendix

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A) shall apply.

- h. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
- i. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- j. 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: VII.
- k. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VII or better.
- l. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies, and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- m. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- n. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- o. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- p. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. 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 may result in suspension of all payments until the new certificate is furnished.
- q. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- r. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- s. Precaution shall be exercised at all times for the protection of persons (including

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employees) and property.

- t. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

21. METHOD OF ORDERING:

- 21.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 21.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 21.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 21.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 21.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

22. REPORTS AND INVOICING:

- 22.1. 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.
- 22.2. The Contractor must invoice separately each FCG or FCPS department using the final contract. Invoices for all users of the contract must meet FCG or FCPS requirements, unless otherwise indicated. Contractors shall mail (or e-mail) invoices directly to the "BILL TO" address on the PO, or to the appropriate address specified in the contract. If the Contractor is issuing recurring invoices, it must send each department an itemized monthly invoice (or invoices that are in accordance with the frequency agreed to between the parties). Regardless of what product, service or solution is being provided, each invoice shall include the information listed below:
 - a. Contractor employee name (in the case of services);
 - b. The name of the County department;
 - c. Date(s) of services;
 - d. Purchase order number (if applicable);
 - e. Contract number (if applicable);
 - f. A description of the products, services and/or solution elements delivered; and,
 - g. The itemized cost for each item/service.
- 22.3. Contractors invoicing on a monthly (or other) basis shall submit their invoices directly to the "BILL TO" address on the PO, or to the appropriate address specified in the contract, by the 10th of each month following the month in which the Contractor delivered the product or service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all the information shown above in paragraph 22.2, a-g. The County also encourages each Contractor to include duly marked duplicate invoices along with the prescribed utilization reports being sent to the individuals identified in the final contract.

23. PAYMENTS:

SPECIAL PROVISIONS

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

24. CHANGES:

- 24.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the 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.
- 24.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

25. DELAYS AND SUSPENSIONS:

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

26. ACCESS TO AND INSPECTION OF WORK:

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

27. 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:

SPECIAL PROVISIONS

- 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 <https://www.sbsd.virginia.gov/>; the Virginia Department of Minority Business Enterprise <https://www.sbsd.virginia.gov/>; 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.

31. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 31.1. Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies.
- 31.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 31.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 31.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 31.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

32. NEWS RELEASE BY VENDORS:

- 32.1. 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.

33. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 33.1. 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.

SPECIAL PROVISIONS

- 33.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 711. Please allow two (2) working days in advance of the event to make the necessary arrangements.

34. HIPAA COMPLIANCE:

- 34.1. 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.
- 34.2. Further information regarding HIPAA Compliance is available on the County's website at <https://www.fairfaxcounty.gov/topics/hipaa-health-insurance-portability-accountability-act>.

35. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

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

General Conditions and Instructions to Bidders

COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT 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.

1. **AUTHORITY**-The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the 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 that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.
2. **DEFINITIONS**- Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

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

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.

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

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.

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.

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 informal solicitation to include telephone calls to prospective bidders.

CONDITIONS OF BIDDING

3. **BID FORMS**-Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

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

4. **LATE BIDS & MODIFICATIONS OF BIDS**-
 - a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
 - b. **If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.**

General Conditions and Instructions to Bidders

- c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
5. **WITHDRAWAL OF BIDS**- Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.
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. 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 its bid is accepted.
7. **LABELING OF BIDS** – All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
8. **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.
9. **CONDITIONAL BIDS**-Conditional bids may be rejected in whole or in part.
10. **BIDS FOR ALL OR PART**-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 its bid to consideration in the group aggregate by so stating, but must 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.
11. **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.
12. **RECEIPT OF BIDS**-Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent 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 by the County.
13. **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 64, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <https://www.fairfaxcounty.gov/procurement/bid-tab>
- Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.
14. **OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.
- If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it 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.
15. **BIDDER INTERESTED IN MORE THAN ONE BID**-If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
17. **PROHIBITION AGAINST UNIFORM PRICING**-The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it 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.
18. **UNBALANCED BIDS**—A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent, both mathematically and materially unbalanced, may be rejected as non-responsive.

General Conditions and Instructions to Bidders

SPECIFICATIONS

19. **CLARIFICATION OF TERMS**—If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
20. **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. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
21. **SPECIFICATIONS**—When a solicitation contains a specification that 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 must 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.

AWARD

22. **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. 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
 - j. Such other information as may be secured by the 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 non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
23. **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 result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
 - a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
 - b. Acceptance Agreement
 - c. General Conditions and Instructions to Bidders
 - d. Special Provisions and Specifications
 - e. Pricing Schedule
 - f. Any Addenda/Amendments/Memoranda of Negotiations

General Conditions and Instructions to Bidders

24. **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 re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that 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 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.
25. **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. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
 - c. 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.
- 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, or completion of a credit card transaction.
26. **INSPECTION-ACCEPTANCE-** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
27. **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.
28. **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

29. **TERMINATION OF CONTRACTS-**Contracts will remain in force for (i) the full period specified or (ii) until all articles ordered before date of termination, but arriving after the termination date, are satisfactorily delivered, accepted, and any further requirements and conditions are met, unless the Contract is:
- 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.
30. **TERMINATION FOR CONVENIENCE-**
- a. A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective.
 - b. An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 30.b shall survive termination of the contract.
31. **TERMINATION OF CONTRACT FOR CAUSE-**
- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. 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 the County's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
 - b. Termination of the Contract for Cause does not relieve the Contractor 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.
32. **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 her authorized agent.

General Conditions and Instructions to Bidders

33. **SUBLETTING OR ASSIGNMENT** -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 its 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 its obligations or change the terms of the contract.
34. **FUNDING**- The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
35. **DELIVERY/SERVICE FAILURES**-If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. 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.
36. **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 reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
37. **NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:
- 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.
 - 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.
 - 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.
 - 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.
 - Contractor 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. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
38. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE-**
- It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
 - Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
 - 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 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
39. **GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
40. **PRICE REDUCTION**-If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction 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, or retailers), 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 is not a "general price reduction" under this provision. The Contractor shall submit its 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 will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.
41. **CHANGES**-If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any

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change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

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 are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

42. **PLACING OF ORDERS**-Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When 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

43. **SHIPPING INSTRUCTIONS - CONSIGNMENT**-Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. 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.
44. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED**-Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss 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 its risk and expense or dispose of them as the County's own property.
45. **INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is 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.
46. **COMPLIANCE**-Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is 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 contract for the individual instructions.
47. **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.
48. **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.
49. **METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed 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.
50. **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.
51. **PACKING SLIPS OR DELIVERY TICKETS**-All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- a. The Purchase Order Number,
 - b. The Name of the Article and Stock Number (Supplier's),
 - c. The Quantity Ordered,
 - d. The Quantity Shipped,
 - e. The Quantity Back Ordered,
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

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BILLING

52. **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 for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

53. **PAYMENT**-Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The 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 subsequent modifications.
54. **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.
55. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the 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

56. **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. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
 - c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - d. 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.
 - e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
 - f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
57. **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 of those documents 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 government rules, regulations, methods, and procedures.
 - d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is 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

58. **INDEMNIFICATION-**

- a. **General Indemnification.** Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its 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, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
- b. **Intellectual Property Indemnification.** In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 59, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before raising such defense or entering into such resolution.
- d. **No Indemnification by the County.** **The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.**

59. **OFFICIALS NOT TO BENEFIT-**

- a. Each bidder, offeror, or contractor shall certify, upon signing a bid, proposal, or contract, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. For purposes of this Paragraph, "financial benefit" means any payment, loan, subscription, advance, deposit of money, services personal use rebates or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. If a financial benefit has been received or will be received, this fact must be disclosed with the bid or proposal or as soon thereafter as it appears that a financial 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 financial 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 must disclose 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.

60. **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: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

61. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its

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certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

62. **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.
63. **VIRGINIA FREEDOM OF INFORMATION ACT**-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
 - e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).
 - f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.

BIDDER/CONTRACTOR REMEDIES

64. **INELIGIBILITY-**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the 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 ten (10) 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 ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. The 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 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 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, been terminated for default on a Fairfax County project, or has taken any actions

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that inure to the detriment of Fairfax County or a 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 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.

65. 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 5.A.8, 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 not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

66. 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 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 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.

67. 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 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 2, Section 2, 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 5.C 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 5.C, 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 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. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.
- 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 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 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.

General Conditions and Instructions to Bidders

68. 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 Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the 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 Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

69. **LEGAL ACTION**-No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met. Statutory requirements include, but are not limited to, the requirements of the Virginia Public Procurement Act, as reflected in the Fairfax County Purchasing Resolution and the requirement that any contractor seeking monetary relief or damages from the County must submit its claim to the Board of Supervisors in compliance with Virginia Code § 15.2-1243 through 1249.

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

71. **COOPERATIVE PURCHASING**-The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.

72. **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.

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

74. **AUDIT OF RECORDS** The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.

75. **PERSONALLY IDENTIFIABLE INFORMATION**: Contractor will comply with all applicable laws regarding safeguarding and protection of personally identifiable information made available through this Contract. Contractor must report to the County all breaches that result in exposure of the County's data or other incidents compromising the security of the County's data. For purposes of this section "County data" means data that the Contractor accesses, stores, or hosts pursuant to this Contract and includes "personal information" defined by Virginia Code § 18.2-186.6 or "medical information" defined by Virginia Code § 32.1-127.1:05. Such reports must be made to the County immediately upon discovery of the breach and no later than three days from when Contractor discovered the breach. The requirements of this paragraph are in addition to and do not relieve Contractor of its obligation to comply with any requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided. If Contractor experiences a breach of protected health information governed under HIPAA, or substance use disorder information governed under 42 CFR Part 2, the terms of any Business Associate or Qualified Service Organization Agreement between the parties will control.

76. **NONVISUAL ACCESS**-All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:

- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
- b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals

General Conditions and Instructions to Bidders

- with whom the blind or visually impaired individual interacts;
- c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

APPROVED:

/S/ Elizabeth D. Teare
COUNTY ATTORNEY

/S/ LeeAnne Pender
COUNTY PURCHASING AGENT

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

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

Service Representative: _____

Telephone Number: () _____

E-Mail Address: _____

Fiscal Representative: _____

Telephone Number: () _____

E-Mail Address: _____

Payment Address, if different from above:

Purchase Order Address, if different from above:

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The offeror:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals.

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: _____

TIN No: _____

Certification Regarding Ethics in Public Contracting

In submitting this proposal, and signing below, Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 59 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation

FAIRFAX COUNTY'S BUSINESS CLASSIFICATION SCHEDULE

PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL.

This designation is requested of all businesses/organizations including publicly traded corporations, non-profits, employment services organizations, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

Examples:

- A small, Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority- Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women- Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government/Public Body" in Step 1

NAME OF BUSINESS: _____ LAST 4 DIGITS OF TIN/EIN: _____

Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.

Micro Small Large Non-Profit Government/Public Body Employment Services Organization

Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of.

You may choose MORE than one (1) option.

Women-Owned Minority-Owned Service-Disabled Veteran-Owned

DEFINITIONS

Micro Business/Organization - "Micro business" means a business that has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the prior three-year period.

Small Business/Organization - "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

Minority-Owned Business - is a business 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.

Women-Owned Business - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited 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.

Service-Disabled Veteran - means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service - connected disability rating fixed by the United States Department of Veterans Affairs.

Service-Disabled Veteran-Owned Business - is a business that is at least 51 percent owned by one or more service -disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

Employment Services Organization - a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience.

Provide 3 references, preferably public agencies, where Products or Services have been performed in the last 12 months. If additional space is required, provide on a separate sheet.

Reference 1:

Company Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____ Address: _____

Description of technology products and solutions provided:

Contract Award Date: _____ Completion Date: _____

Initial Contract Amount: \$ _____ Final Contract Amount: \$ _____

Reference 2:

Company Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____ Address: _____

Description of technology products and solutions provided:

Contract Award Date: _____ Completion Date: _____

Initial Contract Amount: \$ _____ Final Contract Amount: \$ _____

Reference 3:

Company Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____ Address: _____

Description of technology products and solutions provided:

Contract Award Date: _____ Completion Date: _____

Initial Contract Amount: \$ _____ Final Contract Amount: \$ _____

AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

BY SIGNING THIS AFFIRMATION, THE OFFEROR REPRESENTS THAT IT UNDERSTANDS THAT THE FOLLOWING CONTRACT TERMS ARE REQUIRED BY LAW AND CANNOT BE VARIED, REVISED, AMENDED, CHANGED, OR OTHERWISE NEGOTIATED:

1. Funding: The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
2. 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 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. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

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

4. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

5. 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 Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the 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 Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.

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

AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

6. 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.
7. Immigration Reform and Control Act: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
8. Audit of Records: The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
9. Prohibition on the Use of Certain Products and Services. Fairfax County may not use, whether directly or through work with or on behalf of another public body, any hardware, software, or services that have been prohibited by the U.S. Department of Homeland Security for use on federal systems.
10. Venue. Venue for any claim under a contract or arising out of an order is exclusively in the state courts of Fairfax County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

Signature/Date: _____ / _____

Printed Name/Title: _____ / _____

Company Name: _____



GOVMVMT

ATTACHMENT D

SOLICITATION

BY

COUNTY OF FAIRFAX, VIRGINIA

REQUEST FOR PROPOSALS# 2000003549

FOR

TECHNOLOGY PRODUCTS, SERVICES AND SOLUTIONS

ON BEHALF OF ITSELF AND OTHER GOVERNMENT

AGENCIES AND MADE AVAILABLE THROUGH

GovMVMT PURCHASING COOPERATIVE

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Section 1 - Representations and Covenants

1. REPRESENTATIONS AND COVENANTS

Commitments

GovMVMT 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 GovMVMT and the Supplier. GovMVMT requires the Supplier to make the four commitments set forth below (Executive, Value, Differentiator, Sales and Marketing) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies.

2.1 Executive Commitment

- (i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any time. This includes being supported by the Supplier's senior executive management.
- (ii) The pricing, terms and conditions of the Master Agreement shall be Supplier's leading contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Suppliers contract options.
- (iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- (v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMT 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 provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMT program and linked to GovMVMT website and shall implement and support such web page.

Section 1 - Representations and Covenants

- (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMТ program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
- (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

2.2 Value Commitment

- (i) Supplier represents to GovMVMТ that the pricing in the scope of products offered under the Master Agreement is equal or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- (ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
 - A. Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
 - B. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

Section 1 - Representations and Covenants

- C. Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- (iii) Deviating Buying Patterns. Occasionally GovMVM T 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 pricing under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- (iv) Supplier's Options in Responding to a Third-Party Procurement Solicitation. While it is the objective of GovMVM T to encourage Public Agencies to piggyback onto the Master Agreement rather than issue their own procurement solicitations, GovMVM T recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
- A. Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation process.
 - B. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
 - C. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
 - D. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 2, including without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

Section 1 - Representations and Covenants

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

- 2.3 Differentiator Commitment.** Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.

Supplier can accomplish this by highlighting such facts as:

- A. Lead Public Agency process
- B. Non-profit structure
- C. Public Benefit Programs
- D. Value Commitments
- E. Advisory Council Oversight
- F. Dedicated Field Team

Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the Participating Public Agencies.

- 2.4 Sales and Marketing Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's best overall value 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 sales of Suppliers Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMT. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the GovMVMT logo. GovMVMT hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMT name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall inure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for the purposes of reproducing and using Supplier's name and log in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing

Section 1 - Representations and Covenants

camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's initiative shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (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 GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.
- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on a national, regional or local level 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 GovMVMT internet web-based home page that is accessible from Supplier's home page or main menu navigation containing:
 - 1) GovMVMT standard logo with Founding Sponsor logos;
 - 2) Copy of original procurement solicitation, including all addenda;
 - 3) Copy of Master Agreement including all amendments;
 - 4) Summary of Products and Services pricing;
 - 5) Electronic link to GovMVMT's online registration page;
 - 6) Other promotional material as requested by GovMVMT;
 - 7) A dedicated toll-free national hotline for inquiries regarding GovMVMT; and
 - 8) A dedicated email address for general inquiries in the following format: GovMVMT@(suppliername).com.
- (v) Electronic Registration: Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT's online registration process prior to processing the Public Agency's first sales order.

Section 1 - Representations and Covenants

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

- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "Supplier Content") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

EXHIBIT A
QUESTIONNAIRE FOR NATIONAL CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

1. Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally?
Yes _____ No _____
2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states?
Yes _____ *No _____
(*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)
3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states?
Yes _____ *No _____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract?
Yes _____ No _____
5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMT to monitor contract implementation progress?
Yes _____ No _____
6. Does your company have the ability to provide electronic and ecommerce ordering and billing?
Yes _____ No _____
7. Will the GovMVMT contract be your lead public offering to Participating Public Agencies?
Yes _____ No _____
8. Check which applies for your company sales last year in the United States:
____ Sales between \$0 - \$25 Million
____ Sales greater than \$25 Million to \$50 Million
____ Sales greater than \$50 Million to \$100 Million
____ Sales greater than \$100 Million

Submitted by:

(Printed Name)

(Title)

(Signature)

(Date)

**EXHIBIT B
SUPPLIER RESPONSE**

Supplier must provide the following information in order for the Lead Public Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies thru GovMVMT.

A. National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Representations and Covenants in Section 1 of this Attachment.

B. Company

1. Provide a brief history and description of Supplier, including Supplier's experience in providing similar products and services.
2. Provide the total number and location of salespersons employed by your company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
3	Atlanta	GA
2	Orlando	FL
4	Miami	FL
1	Richmond	VA
2	Philadelphia	PA
1	Kansas City	KS
5	Chicago	IL
6	Dallas	TX
4	Phoenix	AZ
15	Los Angeles	CA
	Etc.	Etc.
Total: 288		

3. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
4. Provide the number and location of support centers.

**EXHIBIT B
SUPPLIER RESPONSE**

5. Provide company annual sales for the three previous fiscal years in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20__ , 20__ , AND 20__			
SEGMENT	20__ SALES	20__ SALES	20__ SALES
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

6. For the **proposed products and services included in the scope of your response**, provide annual sales for the last three fiscal years in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20__ , 20__ , AND 20__			
SEGMENT	20__ SALES	20__ SALES	20__ SALES
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

7. Provide a list of your company's ten largest public agency customers, including contact information.
8. Describe any green or environmental initiatives or policies.

**EXHIBIT B
SUPPLIER RESPONSE**

9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications.
10. Indicate if Supplier holds any of the below certifications in any classified areas and include proof of such certification in your response:
- a. Minority Women Business Enterprise (MBE or WBE)
Yes____ No____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business (DBE)
Yes____ No____
 - c. Historically Underutilized Business (HUB)
Yes____ No____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
Yes____ No____
 - e. Veteran Business Enterprise (VBE)
Yes____ No____
 - f. Service-Disabled Veteran's Business Enterprise (SDVBE)
Yes____ No____

If you responded yes to any designations in a-f, please list certifying agency(ies):

11. Please describe any Affirmative Action Policy your company has in place.

C. Order Processing and Distribution

- 1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
- 2. In what formats do you accept orders (telephone, ecommerce, etc.)?
- 3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing.
- 4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

**EXHIBIT B
SUPPLIER RESPONSE**

5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
6. Describe how your company proposes to distribute the Products and Services nationwide.
7. Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user.
8. Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing with your company's distribution channels, such as direct ordering, retail or in-store locations, distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
9. Provide the number, size and location of your company's distribution facilities, warehouses and retail network, as applicable.
10. Describe your ability to provide customized reports (i.e., commodity histories, purchase histories by department, etc.) for each Participating Public Agency.
11. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically.
 - b. Provide detail on your company's ability to integrate with a Public Agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.

D. Sales and Marketing

1. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Supplier's preferred go-to market strategy for Public Agencies to Supplier's teams nationwide, including, but not limited to:
 - a. Executive leadership endorsement and sponsorship of the award as the Supplier's go-to-market strategy within the first 10 days.
 - b. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the GovMVMt team within the first 90 days.

**EXHIBIT B
SUPPLIER RESPONSE**

2. Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, including, but not limited to:
 - a. Creation and distribution of a co-branded press release to trade publications.
 - b. Announcement, Master Agreement details and contact information published on the Provider's website within the first 90 days.
 - c. Commitment to attendance and participation with GovMVMT at national (i.e. NIGP Annual Forum, etc.), regional (i.e. Regional NIGP Chapter meetings, Regional Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
 - d. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by GovMVMT for partner providers. Booth space will be purchased and staffed by Supplier.
 - e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
 - f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - g. Dedicated GovMVMT internet web-based homepage on Supplier's website with:
 - GovMVMT Partners standard logo;
 - Copy of original Request for Proposal, including all addenda;
 - Copy of Master Agreement all amendments between Lead Public Agency and Supplier;
 - Marketing Materials;
 - Electronic link to GovMVMT website including the online registration page;
 - A dedicated toll-free number and email address for GovMVMT.
3. Describe how Provider will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through GovMVMT. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

**EXHIBIT B
SUPPLIER RESPONSE**

4. Acknowledge Supplier agrees to provide its logo(s) to GovMVMТ and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GovMVMТ logo will require permission for reproduction as well.
5. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GovMVMТ. All sales materials are to use the GovMVMТ logo. At a minimum, the Supplier's sales initiatives should communicate:
 - a. Master Agreement was competitively solicited and publicly awarded by a Lead Public Agency
 - b. Pricing Equal to or better than Supplier's Best available government pricing
 - c. No cost to participate
 - d. Non-exclusive
6. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - a. Key features of Master Agreement
 - b. Working knowledge of the solicitation process
 - c. Awareness of the range of Public Agencies that can utilize the Master Agreement through GovMVMТ
 - d. Knowledge of benefits of the use of cooperative contracts
7. Provide the name, title, email and phone number for the person(s) who will be responsible for:
 - a. Executive Support
 - b. Sales
 - c. Sales Support
 - d. Marketing
 - e. Financial Reporting
 - f. Accounts Payable
 - g. Contracts

**EXHIBIT B
SUPPLIER RESPONSE**

8. Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team.
9. Explain how your company's sales team will work with the GovMVMТ team to implement, grow and service the national program.
10. Explain how your company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
11. While it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Describe your company's strategies under these options when responding to a solicitation.
 - a. Respond with Master Agreement pricing (Contract Sales reported to GovMVMТ).
 - b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales are reported as contract sales to GovMVMТ under the Master Agreement.
 - c. Respond with pricing higher than Master Agreement online in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GovMVMТ).
 - d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
12. Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

E. Additional Information

1. Please use this opportunity to describe any other offerings your organization can provide that you feel will provide additional value and benefit to a Participating Public Agency.

GovMVMT ADMINISTRATION AGREEMENT

The following GovMVMT Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide [Insert Contract Name] (the "Contract") between (Insert Lead Public Agency) and (Insert Supplier Name). The Agreement outlines the Suppliers general duties and responsibilities in implementing the GovMVMT contract.

The Supplier is required to execute the GovMVMT Administration Agreement (attached here to as Exhibit C) and submit with Supplier's proposal. Failure to do so may result in disqualification.

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of (Insert Date), by and between GovMVMT ("GovMVMT Purchasing Cooperative") and ("Supplier").

RECITALS

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

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

WHEREAS, GovMVMT has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, GovMVMT serves in an administrative capacity for the Lead Public Agency and other lead public agencies in connection with other master agreements offered by GovMVMT;

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

WHEREAS, "GovMVMT Purchasing Cooperative" is a trade name licensed by IGSA

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

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, GovMVMT 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. GovMVMT 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 GovMVMT under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3. Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4. GovMVMT 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 GovMVMT 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, GovMVMT (a) shall not be construed as a dealer, remarketer, 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 ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. GovMVMT makes no representations or warranties 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 the Master Agreement.

ARTICLE II
TERM OF AGREEMENT

2.1. This Agreement is effective as of (Insert Date) 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 GovMVMT through the termination of this Agreement and all indemnifications afforded by Supplier to GovMVMT shall survive the term of this Agreement.

ARTICLE III
REPRESENTATIONS AND COVENANTS

3.1. GovMVMT views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Participating Public Agencies and the Supplier. The successful foundation of the relationship requires certain representations and covenants from both GovMVMT and Supplier.

3.2. GovMVMT Representations and Covenants.

- (a) **Marketing**. GovMVMT shall proactively market the Master Agreement to Public Agencies using resources such as a network of sponsors or sponsorships including the Advisory Council which is comprised of procurement professionals from around the country. In addition, the GovMVMT staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing activity such as advertising, articles and promotional campaigns.

- (b) Training and Knowledge Management Support. GovMVM T 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"), GovMVM T shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. GovMVM T shall also provide Supplier with access to GovMVM T' 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 Executive Commitment, Value Commitment, Differentiator Commitment and Sales and Marketing Commitment):

(a) **Executive Commitment:**

- (i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any given time. This includes being supported by the supplier's senior executive management.
- (ii) The pricing, terms and conditions of the Master Agreement shall be the Supplier's preferred contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's preferred offering and not just one of Supplier's contract options.
- (iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- (v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVM T 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 GovMVM T program and linked to GovMVM T' website and shall implement and support such web page.

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

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

(b) **Value Commitment:**

(i) Supplier represents to GovMVMt that the overall pricing in the scope of products and services offered under the Master Agreement is equal to or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

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

- A. Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
- B. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
- C. Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

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

(iv) Supplier's Options in Responding to a Third-Party Procurement Solicitation. While it is the objective of GovMVM to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, GovMVM recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

- A. Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
- B. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
- C. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- D. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- E. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

- (c) Differentiator Commitment. Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.

Supplier can accomplish this by highlighting such facts as:

- Lead Public Agency process
- Non-profit structure
- Public Benefit Programs
- Value Commitments
- Advisory Council Oversight
- Dedicated Field Team

Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the participating Public Agencies.

(d) **Sales and Marketing Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to properly position the value of the Master Agreement as Supplier's preferred contract for 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 sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMT. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. Supplier's sales materials targeted towards Public Agencies should include the GovMVMT logo. GovMVMT hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMT name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall inure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT 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 pricing equal to or better than the Supplier's best available pricing and value to eligible agencies, (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 GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on

a national, regional or local level 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 GovMVMT internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

1. GovMVMT standard logo;
2. Copy of original procurement solicitation and all addenda;
3. Copy of Master Agreement including all amendments.
4. Summary of Products and Services pricing.
5. Electronic link to GovMVMT' online registration page;
6. Other promotional material as requested by GovMVMT.
7. A dedicated toll-free national hotline for inquiries regarding GovMVMT.
8. A dedicated email address for general inquiries in the following format: GovMVMT@(name of supplier).com.

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "Supplier Content") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4. Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between GovMVMT and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion.

3.5. Indemnity. Supplier hereby agrees to indemnify and defend GovMVMT, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1. Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. GovMVMT and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. GovMVMT shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at GovMVMT's sole cost and expense. Notwithstanding the foregoing, in the event that GovMVMT is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, GovMVMT shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. GovMVMT may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1. Administrative Fees. Supplier shall pay to GovMVMT 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 one and three-quarter percent (1.75% or lower according to the volume tiers below) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). GovMVMT was founded on the principle of large volumes of purchases resulting in aggressive discounts and a great resulting value for those purchasing entities. We believe in additional value and increased savings that result from growth in the program and larger spend volume. This value should exist for the public agency and the supplier, and thus an incentivized tier structure has been developed to assure that these savings are passed along to the agencies and suppliers in the program. Tiered Administrative fees are outlined below based on Suppliers Annual sales volume. Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to

GovMVMT, or its designee or trustee as may be directed in writing by GovMVMT.

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. GovMVMT agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

Administrative Fee Tiers*

Annual Contract Spend Low	Annual Contract Spend High	Administrative Fee
\$0	\$15,000,000	1.75%
\$15,000,001	\$25,000,000	1.5%
\$25,000,001	\$75,000,000	1.25%
\$75,000,001	> \$75,000,001	1.00%

*Tiered administrative fee structure is based on annual reported sales volume. Sales volume is calculated from January 1st – December 31st of the current calendar year. When a tier level is met, supplier will be moved to subsequent fee percentage on the next reported monthly report.

5.2. Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to GovMVMT 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. Submitted reports shall be verified by GovMVMT against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. GovMVMT 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 future potential program sponsors and state associations.

5.3. Exception Reporting/Sales Reports Audits. GovMVMT 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, future potential sponsors, advisory council members or GovMVMT staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMT's reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMT's trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to reporting@govmvt.org. If Supplier does not resolve the discrepancy to GovMVMT's reasonable satisfaction within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4. Online Reporting. Within forty-five (45) days of the end of each calendar month, GovMVMT shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the GovMVMT intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage their Master Agreement.

5.5. Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to GovMVMT an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) GovMVMT Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6. 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 GovMVMT's 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. Assignment.

- (a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of GovMVMT, and any assignment without such consent shall be void.
- (b) GovMVMT. This Agreement and any rights or obligations hereunder may be assigned by GovMVMT in GovMVMT's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform GovMVMT's obligations hereunder.

6.3. 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. GovMVMT may, by written notice delivered to Supplier, designate

any different address to which subsequent reports, notices or other communications shall be sent.

GovMVMT: GovMVMT
7629 NW 143rd St
Alachua, FL 32615
Attn: Program Manager Administration

Supplier: _____

Attn: GovMVMT Program Manager

6.4. 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.

6.5. 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.

6.6. 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.

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

6.8. Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.9. Attorney's Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

6.10. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon GovMVMT, 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, GovMVMT 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.

GovMVMT:

GovMVMT PURCHASING COOPERATIVE

By _____

Name: David Kidd

Title: Program Manager

Supplier:

(Insert Supplier Name)

By _____

Name: _____

Title: _____

EXHIBIT D
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is entered into by and between those 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”) who register to participate in the GovMVMT Purchasing Cooperative on the GovMVMT website (<https://www.govmvt.org/>).

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 to the applicable Lead Public Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Lead Public Agencies through GovMVMT Purchasing Cooperative and provide that Participating Public Agencies may purchase Products and Services at the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable Federal laws, local purchasing ordinances and laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

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

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. Each party will facilitate the cooperative procurement of Products and Services.
2. 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. The cooperative use of Master Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.
5. 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 accordance

EXHIBIT D
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

with the law and venue rules of the State of purchase unless otherwise agreed to by the Participating Public Agency and Contract Supplier.

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. Master Agreements may be structured with not-to-exceed pricing, in which case the Contract Supplier may offer the Participating Public Agency and the Participating Public Agency may accept lower pricing or additional concessions for purchase of Product and Services through the Master Agreement.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. The Lead Public Agency or any other party shall not be liable in any manner for any violation by the Participating Public Agency, and, to the extent permitted by applicable law, the Participating Public Agency shall hold the Lead Public Agency and any other party harmless from any liability that may arise from the acts or omissions 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 either party giving thirty (30) days' written notice to the other party. The provisions of the Agreement shall survive any such termination.
10. This Agreement shall be effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration on the GovMVM website, as applicable.

EXHIBIT E
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, _____ has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

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

Authorized Signature, Lead Public Agency

(Printed Name)

(Title)

(Date)

EXHIBIT F FEDERAL CONTRACT TERMS AND CONDITIONS

Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Exhibit includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. **Complete this Exhibit F and submit as part of your response.**

- A. Nondiscrimination – In performing this contract, CONTRACTOR will not exclude a person from participating in, deny them a benefit of, or discriminate against them because of race, color, religion, national origin, sex, disability, or age. See 42 U.S.C.A. § 2000d *et seq.*; 42 U.S.C.A. § 3601 *et seq.*; 42 U.S.C.A. § 6101 *et seq.*; 29 U.S.C.A § 794; 42 U.S.C.A § 12132; and 49 U.S.C.A. § 5332. The CONTRACTOR also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. See 29 U.S.C.A. § 623; 42 U.S.C.A. § 12101. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations regarding the subject matter of this clause.
- B. Recycled Products - CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- C. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations of these standards by the CONTRACTOR must be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).
- D. Debarment and Suspension. CONTRACTOR certifies, by execution of Exhibit F - 1, that neither it nor any of its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- E. Byrd Anti-Lobbying Amendment. CONTRACTOR certifies by execution of Exhibit F - 2 that it adheres to the federal restrictions on lobbying using federal funds.
- F. Termination for Convenience. This Contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price, as determined by the Purchasing Agent, will be made for completed service, but no amount will be allowed for anticipated profit on unperformed services.
- G. Termination for Cause
 - 1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or

EXHIBIT F
FEDERAL CONTRACT TERMS AND CONDITIONS

stipulations of this contract, the County has the right to terminate the contract. Any such termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. 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.

2. Termination of the Contract for Cause does not relieve the Contractor 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.
- H. Prohibition on certain telecommunications and video surveillance services or equipment. CONTRACTOR certifies that equipment, services, or systems used in covered telecommunications equipment and provided to the COUNTY is not produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- I. Equal Employment Opportunity - During the performance of this contract, CONTRACTOR agrees as follows:
1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

EXHIBIT F
FEDERAL CONTRACT TERMS AND CONDITIONS

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

J. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

1. CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). CONTRACTOR must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. CONTRACTOR must pay wages not less than once a week. By executing this Contract, CONTRACTOR accepts the Department of Labor wage determination for this work.

EXHIBIT F
FEDERAL CONTRACT TERMS AND CONDITIONS

2. CONTRACTOR must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- K. Contract Work Hours and Safety Standards Act.** CONTRACTOR agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. Specifically, CONTRACTOR must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. This clause does not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

L. Program Fraud, False or Fraudulent Statements, and Related Acts

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and all appropriate federal agency regulations apply to CONTRACTOR's actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. In addition to other penalties that may be applicable CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor, to the extent the Federal Government deems appropriate. Finally, CONTRACTOR acknowledges that that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this CONTRACT, the Federal Government reserves the right to impose the additional penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
2. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

M. Interest of Members of Congress

No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

N. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of

EXHIBIT F
FEDERAL CONTRACT TERMS AND CONDITIONS

persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress.
 - b. An Inspector General.
 - c. The Government Accountability Office.
 - d. A Treasury employee responsible for contract or grant oversight or management.
 - e. An authorized official of the Department of Justice or other law enforcement agency.
 - f. A court or grand jury; and/or
 - g. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**EXHIBIT F – 1 (Debarment and Suspension)
FEDERAL CONTRACT TERMS AND CONDITIONS**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Contractor entering into this Contract.

1. The Contractor certifies, to the best of its knowledge and belief:
 - a. that neither the Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded 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;
 - b. that neither the Contractor nor its Principals have had within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. that neither the Contractor nor its Principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. that neither the Contractor nor its Principals have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
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 Contractor shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Contract, the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Additionally, where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*
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 Contractor rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Contract for default.*

Printed Name of Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Address: _____

EXHIBIT F – 1 (Debarment and Suspension)
FEDERAL CONTRACT TERMS AND CONDITIONS

City/State/Zip: _____

DUNS No: _____

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

31 U.S.C. 1352 et seq.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et.seq.)
3. The undersigned shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

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Printed Name of
Representative: _____

Signature/Date: _____

Company Name: _____

Address: _____

City/State/Zip: _____

DUNS No: _____

Awarded Suppliers may need to respond to work that is being funded in whole or in part with emergency assistance provided by FEMA. Emergency assistance may be due to situations including, but not limited to, water damage, fire damage, biohazard cleanup, sewage decontamination, vandalism cleanup, deodorization, and/or wind damage during a disaster or an emergency.

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Supplier agrees to execute work in compliance with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to all FEMA requirements as set forth below when products and services are issued in response to an emergency or for disaster recovery. Supplier also agrees to the requirements in the Federal Funds Contract Provisions above.

Definitions

Federal Emergency Management Agency (FEMA): FEMA's statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Among other things;

- FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices, Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
- FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation's preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
- Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs

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that receive FEMA financial assistance, consistent with the requirements at 2 CFR Part 200.

2 CFR § 200.237 and 2 CFR Part 200, Appendix II, Required Contract Clauses

1. Remedies

In the event a Participating Public Agency uses FEMA funds for more than the federal simplified acquisition threshold (SAT), currently set at \$250,000 for procurements made on or after June 20, 2018, Participating Public Agency will address the administrative, contractual, and legal remedies with contractors in instances where contractors violate or breach contract terms, and must provide sanctions and penalties as appropriate.

For FEMA's Assistance to Firefighters Grant (AFG) program, the Contract shall include a clause addressing that non-delivery by the Contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the Contract, has been accepted by the recipient. This penalty clause does not apply for force majeure or acts of God.

2. Termination for Cause and Convenience

When FEMA funds are used, Participating Public Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor or for convenience.

The right to terminate this Contract for convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to the Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Services in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Services not performed or for consequential damages of any kind.

3. Equal Employment Opportunity

Contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not

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discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor,

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or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation in ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practice when it participates in federal assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the

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Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act

The Davis-Bacon Act applies to prime construction contracts over \$2,000 and only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the PA (Public Assistance) Program.**

All prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148). The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction). See 2 CFR Part 200, Appendix II, § D.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, Contractors are required to pay wages at least once per week.

The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. The decision to award must be conditioned on the acceptance of the wage determination. The NFE must report all suspected or reported violations to the federal awarding agency.

For any Contract subject to the Davis-Bacon Act, that Contract must also comply with the Copeland "Anti-Kickback" Act. See Section 5 below for additional information.

If applicable per the standard described above, the Participating Public Agency hereby incorporates the provisions at 29 CFR § 5.5(a)(1)-(5) into the Contract and all applicable Contractors must include these provisions in any Subcontracts.

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.

Applicability: For all prime construction contracts above \$2,000, when the Davis-Bacon Act applies, the Copeland "Anti-Kickback" Act also applies. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As with the Davis-Bacon

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Act, this provision only applies to certain FEMA grant and cooperative agreement programs as noted above in section 4. This Act does not apply to the Public Assistance (PA) Program.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract.

Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these Contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12.

6. Contract Work Hours and Safety Standards Act

Applicability: This required Contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) *Overtime requirements.* No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR § 5.5(b)(1)-(4) the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages.* The Participating Public Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same Prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is

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held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2).

- (4) *Subcontracts.* The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (b)(1) through (4).

Where contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 CFR § 5.1, the below additional compliance is required:

- (1) The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the 37 CFR Part 401 applies.

This clause is not required for procurements under FEMA's Public Assistance (PA) Program and does not apply to all FEMA grant and cooperative agreement programs. The NFE will need to check with their applicable FEMA grant representative to determine if this provision is required for the procurement.

Funding Agreements: The regulation at 37 CFR § 401.2 defines funding agreement as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

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8. Clean Air Act and Federal Water Pollution Control Act

This contract provision applies for all procurements over \$150,000.

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Participating Public Agency, Federal Emergency Management Association (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

9. Debarment and Suspension

Applicability: This clause applies to all FEMA grant and cooperative agreement programs.

This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of face relied upon by Participating Public Agency. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Participating

Public Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment

Applicability: The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of her or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. Procurement of Recovered Materials

Applicability: This provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Applicability: This provision is required for all awards/purchases issued on or after November 12, 2020.

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(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that used covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting Requirements.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The Contract number, the order number(s), if applicable; supplier name, supplier unique entity identifier (if known); supplier commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered
- (iii) telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

13. Domestic Preferences for Procurements

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Applicability: Applies for purchases in support of FEMA declarations and awards issued on or after November 12, 2020.

As appropriate, and to the extent consistent with the law, the Contractor, should to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For the purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Access to Records

The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15. Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. See 2 CFR § 200.403.

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract. The language of the clause may depend on the nature of the

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

contract and the procured item(s) or service(s). Participating Public Agency should also consult with counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

16. DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any Subcontracts.

17. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. No Obligation by Federal Government

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the NFE, Contractor, or any other party pertaining to any matter resulting from the Contract. See 2 CFR § 200.318(k).

19. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

20. Affirmative Socioeconomic Steps

Applicability: For procurements under FEMA declarations and awards issued on or after November 12, 2020.

If Subcontracts are to be let, the Prime Contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The necessary steps are as follows:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

21. Copyright and Data Rights

Applicability: When a Participating Public Agency enters into a Contract requiring a Contractor or Subcontractor to produce copyrightable subject matter and/or data for the Participating Public Agency under the award, the Participating Public Agency should include appropriate copyright and data licenses to meet its obligations under 2 CFR § 200.315(b) and (d), respectively.

The Contractor grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the Participating Public Agency data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the Participating Public Agency.

Supplier agrees to comply will all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Company Name: _____

Address, City, State, Zip Code: _____

Phone: _____

Fax: _____

Printed Name of Authorized Signer: _____

Email address of Authorized Signer: _____

Signature of Authorized Signer: _____

Date: _____

EXHIBIT H
NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state.

All forms in this Exhibit should be submitted as a part of your proposal response. Failure to comply will affect the ability to promote the Master Agreement in the State of New Jersey.

Checklist of Documents Required

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
	Attachment 7	New Jersey Business Registration Certification

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- (1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

**EXHIBIT H
ATTACHMENT 1**

**OWNERSHIP DISCLOSURE FORM
(N.J.S.A. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, c.440, the Supplier shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Address: _____

- | | | |
|--|--------------------------|--------------------------|
| | Yes | No |
| 1. The Company is a Sole Proprietor ; and therefore, no disclosure is necessary.
A sole proprietor is a person who owns an unincorporated business by him/herself.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The Company is a Corporation, Partnership, or Limited Liability Company . | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 2, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. (Attach additional sheets as necessary.)

If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

Name	Address	Interest

- | | | |
|--|--------------------------|--------------------------|
| | Yes | No |
| 3. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

**EXHIBIT H
ATTACHMENT 1**

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

**EXHIBIT H
ATTACHMENT 2**

**NON-COLLUSION AFFIDAVIT
N.J.S.A. 52:34-15**

State of New Jersey
County of _____

ss:

I, _____ residing in _____

(name of municipality) (name of affiant)
in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with

(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such 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 _____.
(name of firm)

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**EXHIBIT H
ATTACHMENT 3**

**AFFIRMATIVE ACTION AFFIDAVIT
P.L. 1975, c.127**

Company Name: _____

Address: _____

Proposal Certification: Indicate below your company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Documentation:

The Supplier shall submit with its proposal, **ONE** of the following three documents:

- (1) Letter of Federal Affirmative Action Plan Approval
- (2) Certificate of Employee Information Report
- (3) Employee Information Report Form AA302

Public Work – Project Cost over \$50,000:

- (1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
- (2) Company has a Federal or New Jersey Affirmative Action Plan – certificate is enclosed.

I further certify the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature

Printed Name

Title

Date

**EXHIBIT H
ATTACHMENT 3**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by

EXHIBIT H
ATTACHMENT 3

applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signature of Procurement Agent

**EXHIBIT H
ATTACHMENT 4**

C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

EXHIBIT H
ATTACHMENT 4

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

**EXHIBIT H
ATTACHMENT 4**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

EXHIBIT H
ATTACHMENT 4

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**EXHIBIT H
ATTACHMENT 4**

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [the](#)
[Pay to Play section](#) OF THE DLGS WEBSITE A COUNTY-BASED,
CUSTOMIZABLE FORM.**

**EXHIBIT H
ATTACHMENT 5**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: _____

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR**
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Corporation Limited Liability Partnership
- Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.
Use more space as necessary.**

Stockholders:

Name: _____ Home Address: _____ _____	Name: _____ Home Address: _____ _____
Name: _____ Home Address: _____ _____	Name: _____ Home Address: _____ _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

**EXHIBIT H
ATTACHMENT 6**

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither the Supplier, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

<https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

Suppliers should submit the above completed form as part of their proposal.

**EXHIBIT H
ATTACHMENT 7**

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as a part of their proposal. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)

EXHIBIT I
STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with GovMVT and access the Master Agreement made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Indiana	State of Nebraska	State of South Carolina
State of Alaska	State of Iowa	State of Nevada	State of South Dakota
State of Arizona	State of Kansas	State of New Hampshire	State of Tennessee
State of Arkansas	State of Kentucky	State of New Jersey	State of Texas
State of California	State of Louisiana	State of New Mexico	State of Utah
State of Colorado	State of Maine	State of New York	State of Vermont
State of Connecticut	State of Maryland	State of North Carolina	State of Virginia
State of Delaware	State of Massachusetts	State of North Dakota	State of Washington
State of Florida	State of Michigan	State of Ohio	State of West Virginia
State of Georgia	State of Minnesota	State of Oklahoma	State of Wisconsin
State of Hawaii	State of Mississippi	State of Oregon	State of Wyoming
State of Idaho	State of Missouri	State of Pennsylvania	District of Columbia
State of Illinois	State of Montana	State of Rhode Island	

Lists of political subdivisions, local governments and tribal governments in the above referenced states/district may be found at <http://www.usa.gov/state-tribal-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND
BOROUGHES INCLUDING BUT NOT
LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR CITY
OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR CITY
OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR CITY
OF BOSSIER CITY, LA CITY
OF BROOKINGS, OR CITY OF
BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND
RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR CITY
OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR CITY
OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR CITY
OF LAFAYETTE, LA CITY OF
LAKE CHARLES, OR CITY OF
LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR CITY
OF METAIRIE, LA CITY OF
MILL CITY, OR CITY OF
MILWAUKIE, OR CITY OF
MONROE, LA
CITY OF MOSIER, OR

CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR CITY
OF PORTLAND, OR CITY OF
POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR CITY
OF REEDSPORT, OR CITY
OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR CITY
OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR CITY
OF SULPHUR, LA CITY OF
TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR CITY
OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR CITY
OF WILSONVILLE, OR CITY
OF WINSTON, OR CITY OF
WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT ANTIMONY,
UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT BICKNELL,
UT

BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT CASTLE
VALLEY, UT CITY OF
CEDAR CITY, UT CEDAR
FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT EAGLE
MOUNTAIN, UT EAST
CARBON, UT ELK
RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT ENOCH,
UT ENTERPRISE,
UT EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT

FARR WEST, UT
FAYETTE, UT FERRON,
UT FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT

KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT LA
VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT NIBLEY,
UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT

OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT PRICE,
UT PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT SARATOGA
SPRINGS, UT SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT

SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT SUNSET
CITY CORP, UT
SYRACUSE, UT TABIONA,
UT
CITY OF TAYLORSVILLE, UT TOOELE
CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT TROPIC,
UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT WALES,
UT WALLSBURG,
UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT WELLSVILLE,
UT WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT WEST
JORDAN, UT WEST
POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT WOODLAND
HILLS, UT WOODRUFF, UT
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING
BUT NOT LIMITED TO:**

ASCENSION PARISH, LA ASCENSION
PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA CALCASIEU
PARISH, LA CALCASIEU PARISH
SHERIFF'S

OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR CLACKAMAS
COUNTY DEPT OF TRANSPORTATION,
OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR COOS
COUNTY HIGHWAY
DEPARTMENT, OR COUNTY
OF HAWAII, OR CROOK
COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED
GOVERNMENT, LA LAFAYETTE
PARISH, LA
LAFAYETTE PARISH CONVENTION &
VISITORS COMMISSION LAFOURCHE
PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR LANE
COUNTY, OR LINCOLN
COUNTY, OR LINN
COUNTY, OR LIVINGSTON
PARISH, LA MALHEUR
COUNTY, OR MAUI
COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR

MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR MULTNOMAH COUNTY SHERIFFS OFFICE, OR MULTNOMAH LAW LIBRARY, OR ORLEANS PARISH, LA PLAQUEMINES PARISH, LA POLK COUNTY, OR RAPIDES PARISH, LA SAINT CHARLES PARISH, LA SAINT CHARLES PARISH PUBLIC SCHOOLS, LA SAINT LANDRY PARISH, LA SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA TILLAMOOK COUNTY, OR TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR UMATILLA COUNTY, OR UNION COUNTY, OR WALLOWA COUNTY, OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA WHEELER COUNTY, OR YAMHILL COUNTY, OR COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT

COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS. BOARDS. DISTRICTS. COMMISSIONS. COUNCILS. PUBLIC CORPORATIONS. PUBLIC DEVELOPMENT AUTHORITIES. RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED

TO: ADAIR R.F.P.D., OR ADEL WATER IMPROVEMENT DISTRICT, OR ADRIAN R.F.P.D., OR AGNESS COMMUNITY LIBRARY, OR AGNESS-ILLAHE R.F.P.D., OR AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR ALFALFA FIRE DISTRICT, OR ALSEA R.F.P.D., OR ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR AMITY FIRE DISTRICT, OR ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR APPLGATE VALLEY R.F.P.D. #9, OR ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT, OR AUMSVILLE R.F.P.D., OR AURORA R.F.P.D., OR

AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR BAKER
VALLEY VECTOR CONTROL DISTRICT,
OR
BANDON CRANBERRY WATER
CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT
DISTRICT, OR
BASIN AMBULANCE SERVICE
DISTRICT, OR
BASIN TRANSIT SERVICE
TRANSPORTATION DISTRICT, OR BATON
ROUGE WATER COMPANY BAY AREA
HEALTH DISTRICT, OR BAYSHORE
SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD
DISTRICT, OR
BEAVER CREEK WATER CONTROL
DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT
COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE
DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL
ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION
DISTRICT
BENTON S.W.C.D., OR BERNDT
SUBDIVISION WATER
IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION

DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR BLACK
BUTTE RANCH DEPARTMENT OF
POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR BLUE
MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR
DISTRICT, OR
BLUE RIVER PARK & RECREATION
DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR BLY
WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE
DISTRICT, OR BOARDMAN PARK AND
RECREATION DISTRICT
BOARDMAN R.F.P.D., OR BONANZA
BIG SPRINGS PARK & RECREATION
DISTRICT, OR BONANZA
MEMORIAL PARK CEMETERY
DISTRICT, OR BONANZA R.F.P.D.,
OR
BONANZA-LANGELL VALLEY VECTOR
CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL
ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE
DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR

CAMAS VALLEY R.F.P.D., OR CAMELLIA
PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR CAMP
SHERMAN ROAD DISTRICT, OR CANBY
AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR CANBY
UTILITY BOARD, OR CANNON
BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE
DISTRICT, OR
CAPE FERRELO R.F.P.D., OR CAPE
FOULWEATHER SANITARY
DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD
DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT,
OR
CEDAR TRAILS SPECIAL ROAD
DISTRICT, OR
CEDAR VALLEY - NORTH BANK
R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC
OPPORTUNITY CORP, LA CENTRAL
LINCOLN P.U.D., OR CENTRAL
OREGON COAST FIRE & RESCUE
DISTRICT, OR
CENTRAL OREGON
INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION
DISTRICT, OR
CHAPARRAL WATER CONTROL
DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION
DISTRICT, OR
CHEHALEM PARK AND RECREATION
DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR

CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC
LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL
DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD
DISTRICT, OR
CHR DISTRICT IMPROVEMENT
COMPANY, OR
CHRISTMAS VALLEY DOMESTIC
WATER DISTRICT, OR CHRISTMAS
VALLEY PARK & RECREATION
DISTRICT, OR CHRISTMAS VALLEY
R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1,
OR
CLACKAMAS COUNTY SERVICE
DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR
CONTROL DISTRICT, OR CLACKAMAS
RIVER WATER CLACKAMAS RIVER
WATER, OR CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT
COMPANY, OR CLATSKANIE LIBRARY
DISTRICT, OR CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION
DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY
DISTRICT
CLATSKANIE R.F.P.D., OR CLATSOP
CARE CENTER HEALTH DISTRICT,
OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT
COMPANY #15, INC., OR
CLEAN WATER SERVICES CLEAN
WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR

COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS
DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION
SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR
CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR COLUMBIA
S.W.C.D., OR CONFEDERATED
TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT
SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT
SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE
ASSOCIATION
COOS S.W.C.D., OR COQUILLE
R.F.P.D., OR COQUILLE VALLEY
HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER
IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL
WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE
DISTRICT, OR
COVE ORCHARD SEWER SERVICE
DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR

CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND
IMPROVEMENT DISTRICT, OR CROOK
COUNTY AGRICULTURE EXTENSION
SERVICE DISTRICT, OR CROOK
COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS &
RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL
DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD
DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION
SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT
SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT,
OR
DAVID CROCKETT STEAM FIRE
COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR DEER
ISLAND DRAINAGE IMPROVEMENT
COMPANY, OR
DELL BROGAN CEMETERY
MAINTENANCE DISTRICT, OR DEPOE
BAY R.F.P.D., OR DESCHUTES COUNTY
911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT,
OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER
DISTRICT, OR

DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR DRRH SPECIAL ROAD DISTRICT #6, OR DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR EAST SALEM SERVICE DISTRICT, OR EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR EUGENE WATER AND ELECTRIC

BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR FAIRVIEW WATER DISTRICT, OR FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR

GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY
DISTRICT, OR
GRAND PRAIRIE WATER CONTROL
DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION
DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK &
RECREATION DISTRICT, OR
GREATER TOLEDO POOL
RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD
DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE
DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE
DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR HARBOR
R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION
DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY

AUTHORITY, OR
HECETA WATER P.U.D., OR HELIX
CEMETERY MAINTENANCE
DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE
DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL
DISTRICT, OR
HEREFORD COMMUNITY HALL
RECREATION DISTRICT, OR HERMISTON
CEMETERY DISTRICT, OR HERMISTON
IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES
IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION
DISTRICT, OR
HIGHLAND SUBDIVISION WATER
DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT,
OR
HOOD RIVER COUNTY
TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS &
RECREATION DISTRICT, OR HOODLAND
FIRE DISTRICT #74 HOODLAND FIRE
DISTRICT #74, OR HORSEFLY IRRIGATION
DISTRICT, OR HOSKINS-KINGS VALLEY
R.F.P.D., OR HOUSING AUTHORITY OF
PORTLAND HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT
IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT
IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT,
OR
IDANHA-DETROIT RURAL FIRE
PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR

ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR INTERLACHEN
WATER P.U.D., OR IONE LIBRARY
DISTRICT, OR IONE R.F.P.D. #6-604,
OR
IRONSIDE CEMETERY MAINTENANCE
DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION
DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION
DISTRICT, OR
ISLAND CITY CEMETERY
MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD
DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL
DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY
MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1,
OR
JEFFERSON COUNTY LIBRARY
DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION
DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR JOHN
DAY WATER DISTRICT, OR JOHN DAY-
CANYON CITY PARKS & RECREATION
DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY
DISTRICT, OR

JORDAN VALLEY IRRIGATION
DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY
DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION
SERVICE DISTRICT, OR JOSEPHINE
COUNTY 911 AGENCY, OR JUNCTION CITY
R.F.P.D., OR JUNCTION CITY WATER
CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL
DISTRICT, OR
JUNIPER FLAT DISTRICT
IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR JUNO
NONPROFIT WATER
IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR KEATING
S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR KENO
PINES ROAD DISTRICT, OR KENO
R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR K-
GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS
DISTRICT, OR
KLAMATH BASIN IMPROVEMENT
DISTRICT, OR
KLAMATH COUNTY DRAINAGE
SERVICE DISTRICT, OR KLAMATH
COUNTY EXTENSION SERVICE
DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE
DISTRICT, OR
KLAMATH COUNTY PREDATORY

ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES
SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO
GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD
DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL
DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE
R.F.P.D., OR
LA GRANDE CEMETERY
MAINTENANCE DISTRICT, OR LA
GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION
DISTRICT, OR
LA PINE R.F.P.D., OR LABISH
VILLAGE SEWAGE &
DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT –
DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR LAKE
CHINOOK FIRE & RESCUE, OR LAKE
COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR LAKE
GROVE R.F.P.D. NO. 57, OR LAKE
GROVE WATER DISTRICT, OR LAKE
LABISH WATER CONTROL DISTRICT,
OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR LAKEVIEW
S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR

LANE FIRE AUTHORITY, OR LANE
LIBRARY DISTRICT, OR LANE
TRANSIT DISTRICT, OR LANGELL
VALLEY IRRIGATION DISTRICT,
OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR LANGLOIS
WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY
TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER
CONTROL, OR
LITTLE NESTUCCA DRAINAGE
DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD
DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER
CONTROL DISTRICT, OR LOOKINGGLASS
RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR LOST
& BOULDER DITCH
IMPROVEMENT DISTRICT, OR LOST
CREEK PARK SPECIAL ROAD
DISTRICT, OR
LOUISIANA PUBLIC SERVICE
COMMISSION, LA LOUISIANA
WATER WORKS LOWELL
R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER
CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION
DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR

LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR LUSTED WATER DISTRICT, OR LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR MALIN COMMUNITY PARK & RECREATION DISTRICT, OR MALIN IRRIGATION DISTRICT, OR MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR

MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT METRO REGIONAL PARKS METROPOLITAN EXPOSITION RECREATION COMMISSION METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR

MONITOR R.F.P.D., OR MONROE R.F.P.D., OR MONUMENT CEMETERY MAINTENANCE DISTRICT, OR MONUMENT S.W.C.D., OR MOOREA DRIVE SPECIAL ROAD DISTRICT, OR MORO R.F.P.D., OR MORROW COUNTY HEALTH DISTRICT, OR MORROW COUNTY UNIFIED RECREATION DISTRICT, OR MORROW S.W.C.D., OR MOSIER FIRE DISTRICT, OR MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR MT. ANGEL R.F.P.D., OR MT. HOOD IRRIGATION DISTRICT, OR MT. LAKI CEMETERY DISTRICT, OR MT. VERNON R.F.P.D., OR MULINO WATER DISTRICT #1, OR MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR MULTNOMAH COUNTY R.F.P.D. #10, OR MULTNOMAH COUNTY R.F.P.D. #14, OR MULTNOMAH EDUCATION SERVICE DISTRICT MYRTLE CREEK R.F.P.D., OR NEAH-KAH-NIE WATER DISTRICT, OR NEDONNA R.F.P.D., OR NEHALEM BAY FIRE AND RESCUE, OR NEHALEM BAY HEALTH DISTRICT, OR NEHALEM BAY WASTEWATER AGENCY, OR NESIKA BEACH-OPHIR WATER DISTRICT, OR NESKOWIN REGIONAL SANITARY AUTHORITY, OR NESKOWIN REGIONAL WATER DISTRICT, OR NESTUCCA R.F.P.D., OR NETARTS WATER DISTRICT, OR NETARTS-OCEANSIDE R.F.P.D., OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR NEW BRIDGE WATER SUPPLY

DISTRICT, OR NEW CARLTON FIRE DISTRICT, OR NEW ORLEANS REDEVELOPMENT AUTHORITY, LA NEW PINE CREEK R.F.P.D., OR NEWBERG R.F.P.D., OR NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR NEWPORT R.F.P.D., OR NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR NORTH ALBANY R.F.P.D., OR NORTH BAY R.F.P.D. #9, OR NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR NORTH COUNTY RECREATION DISTRICT, OR NORTH DOUGLAS COUNTY FIRE & EMS, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, OR NORTH GILLIAM COUNTY HEALTH DISTRICT, OR NORTH GILLIAM COUNTY R.F.P.D., OR NORTH LAKE HEALTH DISTRICT, OR NORTH LEBANON WATER CONTROL DISTRICT, OR NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR NORTH LINCOLN HEALTH DISTRICT, OR NORTH MORROW VECTOR CONTROL DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D, OR NORTH UNIT IRRIGATION DISTRICT, OR NORTHEAST OREGON HOUSING AUTHORITY, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR NORTHERN WASCO COUNTY P.U.D., OR NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR NYE DITCH USERS DISTRICT IMPROVEMENT, OR NYSSA ROAD ASSESSMENT DISTRICT

#2, OR
NYSSA RURAL FIRE DISTRICT, OR NYSSA-
ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY
AUTHORITY, OR
ODELL SANITARY DISTRICT, OR OLD
OWYHEE DITCH IMPROVEMENT
DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE
DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY
SERVICES
OREGON INTERNATIONAL PORT OF
COOS BAY, OR
OREGON LEGISLATIVE
ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR OWW
UNIT #2 SANITARY DISTRICT, OR OWYHEE
CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY
AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH
DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD
DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT
IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD
DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT,

OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY
MAINTENANCE DISTRICT #5, OR PILOT
ROCK PARK & RECREATION DISTRICT,
OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT
COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-
KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-
MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR PINWOOD
COUNTRY ESTATES SPECIAL ROAD
DISTRICT, OR PIONEER DISTRICT
IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY
MAINTENANCE DISTRICT, OR PISTOL
RIVER FIRE DISTRICT, OR PLEASANT
HILL R.F.P.D., OR PLEASANT HOME
WATER DISTRICT, OR
POCAHONTAS MINING AND
IRRIGATION DISTRICT, OR POE
VALLEY IMPROVEMENT
DISTRICT, OR
POE VALLEY PARK & RECREATION
DISTRICT, OR
POE VALLEY VECTOR CONTROL
DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT
DISTRICT, OR
PONDEROSA PINES EAST SPECIAL

ROAD DISTRICT, OR PORT OF ALSEA, OR PORT OF ARLINGTON, OR PORT OF ASTORIA, OR PORT OF BANDON, OR PORT OF BRANDON, OR PORT OF BROOKINGS HARBOR, OR PORT OF CASCADE LOCKS, OR PORT OF COQUILLE RIVER, OR PORT OF GARIBALDI, OR PORT OF GOLD BEACH, OR PORT OF HOOD RIVER, OR PORT OF MORGAN CITY, LA PORT OF MORROW, OR PORT OF NEHALEM, OR PORT OF NEWPORT, OR PORT OF PORT ORFORD, OR PORT OF PORTLAND, OR PORT OF SIUSLAW, OR PORT OF ST. HELENS, OR PORT OF THE DALLES, OR PORT OF TILLAMOOK BAY, OR PORT OF TOLEDO, OR PORT OF UMATILLA, OR PORT OF UMPQUA, OR PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR PORT ORFORD R.F.P.D., OR PORTLAND DEVELOPMENT COMMISSION, OR PORTLAND FIRE AND RESCUE PORTLAND HOUSING CENTER, OR POWDER R.F.P.D., OR POWDER RIVER R.F.P.D., OR POWDER VALLEY WATER CONTROL DISTRICT, OR POWERS HEALTH DISTRICT, OR PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR PROSPECT R.F.P.D., OR QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR

RAINBOW WATER DISTRICT, OR RAINIER CEMETERY DISTRICT, OR RAINIER DRAINAGE IMPROVEMENT COMPANY, OR RALEIGH WATER DISTRICT, OR REDMOND AREA PARK & RECREATION DISTRICT, OR REDMOND FIRE AND RESCUE, OR RIDDLE FIRE PROTECTION DISTRICT, OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR RIDGEWOOD ROAD DISTRICT, OR RIETH SANITARY DISTRICT, OR RIETH WATER DISTRICT, OR RIMROCK WEST IMPROVEMENT DISTRICT, OR RINK CREEK WATER DISTRICT, OR RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR RIVER ROAD PARK & RECREATION DISTRICT, OR RIVER ROAD WATER DISTRICT, OR RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR RIVERDALE R.F.P.D. 11-JT, OR RIVERGROVE WATER DISTRICT, OR RIVERSIDE MISSION WATER CONTROL DISTRICT, OR RIVERSIDE R.F.P.D. #7-406, OR RIVERSIDE WATER DISTRICT, OR ROBERTS CREEK WATER DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK CREEK WATER DISTRICT, OR ROCKWOOD WATER P.U.D., OR ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.P.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE VALLEY SEWER SERVICES,

OR
ROGUE VALLEY SEWER, OR ROGUE
VALLEY TRANSPORTATION DISTRICT,
OR
ROSEBURG URBAN SANITARY
AUTHORITY, OR
ROSEWOOD ESTATES ROAD
DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3,
OR
RURAL ROAD ASSESSMENT DISTRICT #4,
OR
SAINT LANDRY PARISH TOURIST
COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT,
OR
SALEM MASS TRANSIT DISTRICT SALEM
SUBURBAN R.F.P.D., OR SALISHAN
SANITARY DISTRICT, OR SALMON RIVER
PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER
IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL
INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD
DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT
COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE
IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE
DISTRICT #30J, OR
SCAPPOOSE DRAINAGE
IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY
DISTRICT, OR
SCAPPOOSE R.F.P.D., OR

SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF
NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER
DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR SHERMAN
COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR SILVER
SANDS SPECIAL ROAD DISTRICT,
OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION
DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR SKIPANON
WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT
IMPROVEMENT COMPANY, OR SLEEPY
HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT
COMPANY, OR SOUTH CLACKAMAS
TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR SOUTH
GILLIAM COUNTY CEMETERY

DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH
DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-
301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE &
RESCUE, OR
SOUTH SANTIAM RIVER WATER
CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT,
OR
SOUTH WASCO PARK & RECREATION
DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY
MAINTENANCE DISTRICT, OR SOUTHVIEW
IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY
WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY
R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD
DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR ST.
PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR SUBLIMITY
FIRE DISTRICT, OR SUBURBAN EAST
SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT
IMPROVEMENT COMPANY, OR SUMMER
LAKE IRRIGATION DISTRICT, OR

SUMMERVILLE CEMETERY
MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD
DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD
DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION
DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION
DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION
DISTRICT, OR
SUTHERLIN WATER CONTROL
DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY
MAINTENANCE DISTRICT, OR SWEET
HOME FIRE & AMBULANCE DISTRICT,
OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT
COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR TERREBONNE
DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD
DISTRICT, OR
THREE SISTERS IRRIGATION
DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD
IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY
COMMUNICATIONS DISTRICT, OR

TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY
TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT
COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY
AUTHORITY, OR
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION
DISTRICT
TUALATIN HILLS PARK & RECREATION
DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT,
OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD
DISTRICT, OR
TWO RIVERS S.W.C.D., OR TWO
RIVERS SPECIAL ROAD
DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY
DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR

UMATILLA-MORROW RADIO AND DATA
DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE
DISTRICT, OR
UNION COUNTY SOLID WASTE
DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL
DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR UNION
R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK &
RECREATION DISTRICT, OR UPPER
CLEVELAND RAPIDS ROAD DISTRICT,
OR
UPPER MCKENZIE R.F.P.D., OR UPPER
WILLAMETTE S.W.C.D., OR VALE OREGON
IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION
DISTRICT, OR
VALLEY ACRES SPECIAL ROAD
DISTRICT, OR
VALLEY VIEW CEMETERY
MAINTENANCE DISTRICT, OR VALLEY
VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD
DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK &
RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD
DISTRICT, OR
WALLA WALLA RIVER IRRIGATION
DISTRICT, OR
WALLOWA COUNTY HEALTH CARE
DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE
DISTRICT, OR
WALLOWA LAKE IRRIGATION
DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR WALLOWA
VALLEY IMPROVEMENT DISTRICT #1,
OR

WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY
AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR WATER
ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT
DISTRICT, OR
WATERBURY & ALLEN DITCH
IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER
DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER
CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION
DISTRICT, OR
WEST LABISH DRAINAGE & WATER
CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR WEST
UMATILLA MOSQUITO CONTROL DISTRICT,
OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD
DISTRICT, OR
WESTERN LANE AMBULANCE
DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK
& RECREATION DISTRICT, OR WESTON
CEMETERY DISTRICT #2, OR WESTPORT
FIRE AND RESCUE, OR WESTRIDGE
WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR

WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION
DISTRICT, OR
WILLAMALANE PARK AND
RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER
COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT,
OR
WINCHUCK R.F.P.D., OR WINSTON-
DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR WOOD
RIVER DISTRICT IMPROVEMENT
COMPANY, OR WOODBURN
R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD
DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER
IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION
DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK
WATER DISTRICT, OR ZUMWALT
R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL
DISTRICT

CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL
DISTRICT
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 COOS
BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL
DISTRICT 29
CULVER SCHOOL DISTRICT DALLAS
SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8 DE LA
SALLE N CATHOLIC HS DESCHUTES
COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT
SERVICE
DUFUR SCHOOL DISTRICT NO.29 EAST
BATON ROUGE PARISH SCHOOL
DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL GLADSTONE
SCHOOL DISTRICT GRANTS PASS
SCHOOL DISTRICT 7 GREATER ALBANY
PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL
DISTRICT
HEAD START OF LANE COUNTY HIGH
DESERT EDUCATION SERVICE
DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL
DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL
DISTRICT 509-J
JEFFERSON PARISH SCHOOL

DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR KLAMATH
COUNTY SCHOOL DISTRICT KLAMATH
FALLS CITY SCHOOLS LAFAYETTE
PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C LIVINGSTON
PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT
NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL MONROE
SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE
DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41 NEAH-
KAH-NIE DISTRICT NO.56 NEWBERG
PUBLIC SCHOOLS NESTUCCA VALLEY
SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL
DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT
21
NORTHWEST REGIONAL EDUCATION
SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL OREGON
TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT
NOA

PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS RAPIDES
PARISH SCHOOL DISTRICT REDMOND
SCHOOL DISTRICT REYNOLDS SCHOOL
DISTRICT ROGUE RIVER SCHOOL
DISTRICT ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL
BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION
SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT
NO.55
TERREBONNE PARISH SCHOOL
DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL
DISTRICT
WILLAMETTE EDUCATION SERVICE
DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT ACADEMY
FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR
SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY
ACADEMY (BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT

CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT CARBON
SCHOOL DISTRICT, UT CHANNING
HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT
DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT EXCELSIOR
ACADEMY, UT
FAST FORWARD HIGH, UT FREEDOM
ACADEMY, UT GARFIELD SCHOOL
DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT GRANITE
DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT ITINERIS
EARLY COLLEGE HIGH, UT JOHN
HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT KANE
SCHOOL DISTRICT, UT KARL G
MAESER PREPARATORY ACADEMY,
UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT LOGAN
SCHOOL DISTRICT, UT

MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY
ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT MOAB
CHARTER SCHOOL, UT MONTICELLO
ACADEMY, UT MORGAN SCHOOL
DISTRICT, UT MOUNTAINVILLE
ACADEMY, UT MURRAY SCHOOL
DISTRICT, UT NAVIGATOR POINTE
ACADEMY, UT NEBO SCHOOL
DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING &
SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY
ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT OGDEN
PREPARATORY ACADEMY, UT OGDEN
SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER
SCHOOL, UT
PARADIGM HIGH SCHOOL, UT PARK
CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT QUAIL
RUN PRIMARY SCHOOL, UT QUEST
ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT SALT
LAKE CENTER FOR SCIENCE
EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE
PERFORMING ARTS, UT

SAN JUAN SCHOOL DISTRICT, UT SEVIER
SCHOOL DISTRICT, UT SOLDIER HOLLOW
CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT THOMAS
EDISON - NORTH, UT TIMPANOGOS
ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE
PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT UINTAH
SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE,
UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF
PERFORMING ARTS AND
TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT WEBER
SCHOOL DISTRICT, UT WEILENMANN
SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION ARGOSY
UNIVERSITY BATON ROUGE
COMMUNITY COLLEGE, LA

BIRTHINGWAY COLLEGE OF
MIDWIFERY
BLUE MOUNTAIN COMMUNITY
COLLEGE
BRIGHAM YOUNG UNIVERSITY -
HAWAII
CENTRAL OREGON COMMUNITY
COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY GEORGE
FOX UNIVERSITY KLAMATH
COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY
HEALTH SERVICES MARYLHURST
UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL
MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE
UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY OREGON
UNIVERSITY SYSTEM PACIFIC
UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY REED
COLLEGE
RESEARCH CORPORATION OF THE
UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA
UNIVERSITY
SOUTHERN OREGON UNIVERSITY

(OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON
COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY
COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF
REGENTS
UNIVERSITY OF HAWAII-HONOLULU
COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE
SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC
COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY UTAH
SYSTEM OF HIGHER
EDUCATION, UT UNIVERSITY
OF UTAH, UT
UTAH STATE UNIVERSITY, UT WEBER
STATE UNIVERSITY, UT SOUTHERN
UTAH UNIVERSITY, UT SNOW
COLLEGE, UT
DIXIE STATE COLLEGE, UT COLLEGE
OF EASTERN UTAH, UT UTAH
VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED
TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE BOARD
OF MEDICAL EXAMINERS HAWAII
CHILD SUPPORT ENFORCEMENT
AGENCY
HAWAII DEPARTMENT OF
TRANSPORTATION HAWAII
HEALTH SYSTEMS
CORPORATION
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
DEPT OF CORRECTIONS
OREGON STATE POLICE OREGON TOURISM COMMISSION OREGON TRAVEL
INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION