

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
MALLORY SAFETY AND SUPPLY, LLC  
FOR PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT**

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**I. RECITALS**

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. Fairfax County, Virginia, partnered with OMNIA Partners, formerly known as U.S. Communities Government Purchasing Alliance (Agency) issued a Request for Proposal (RFP) Number 2000002547 for Public Safety and Emergency Preparedness Equipment and Related Services by posting the solicitation on four (4) websites, to include the Agency's website (OMNIA), and by advertising in five (5) newspapers of general circulation at least ten (10) days before the proposal was due.

C. On June 7, 2018, based on the results of the competitive process, Agency awarded a contract with Mallory Safety and Supply LLC (Contractor) and executed Contract No. 4400008495 for Public Safety and Emergency Preparedness Equipment and Related Services with Contractor, identified as Solicitation No. 2000002547, cumulatively referred to as the "Agency Agreement", attached as Exhibit 1; and

D. On February 22, 2022, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Contractor has agreed to provide to City the same pricing offered to Agency for public safety and emergency preparedness equipment and related services consistent with the terms and conditions in the Agency Agreement except as modified herein.

**II. GENERAL PROVISIONS**

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. Incorporation. This Contract shall fully incorporate the Recitals which the parties agree are true and correct.

2. Effective Date. This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through September 30, 2023, with up to four (4) additional, one (1) year periods, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.

3. Early Termination. Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or Contractor, or failure by Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.

4. Compliance with Controlling Laws. Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

5. Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

6. Jurisdiction and Venue. The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

7. Modifications. All references to "Fairfax County, Virginia, and/or OMNIA Partners, formerly known as U.S. Communities Government Purchasing Alliance" in the Agency Agreement shall mean and be understood to be "City of San Diego". The remaining portions of the Agency Agreement shall remain in full force and effect.

### **III. CONTRACT ADMINISTRATOR**

1. Contract Administrator. The San Diego Fire-Rescue Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Cathy Gacuya  
600 B Street, 13th Floor, San Diego, CA 92101  
cgacuya@sandiego.gov  
(619) 533-3415

2. Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing & Contracting  
Attention: Michael Warner  
1200 3<sup>rd</sup> Ave., Ste 200, San Diego, CA 92101  
MWarner@sandiego.gov  
(619) 236-6154

#### **IV. COMPENSATION**

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$3,000,000. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

2. Annual Appropriation of Funds. Contractor acknowledges that the contract term may extend over multiple City fiscal years, and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

#### **V. CONTRACT**

1. Contract Documents. This Contract consists of this Contract and its Exhibits, the Agency's Solicitation RFP No. 2000002547 for Public Safety and Emergency Preparedness Equipment and Related Services, the Contractor's Response to the Solicitation, including all specifications, and the resulting Contract between Contractor and Agency (all of which include the Technical Service Rates and Pricing Sheet) which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> This Contract
- 2<sup>nd</sup> Agency Contract
- 3<sup>rd</sup> Contractor's Response to Solicitation
- 4<sup>th</sup> Agency's Solicitation and any Addenda

4. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

## **VI. CITY'S ADDITIONAL TERMS**

1. Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.

2. ADA Certification. Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

3. Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.

4. Compliance with the City's Equal Employment Opportunity Outreach Program (EOCP): Contractor shall comply with the City's EOCP requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.

5. Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.

6. Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy to the City before any contract is executed.

7. Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

8. Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

MALLORY SAFETY AND SUPPLY, LLC

THE CITY OF SAN DIEGO

By: Allison Windsor

By: C. Abarca

Name: Allison Windsor

Name: Claudia C. Abarca

Title: Director of Government Sales

Title: Director, Purchasing & Contracting

Date: 2-24-22

Date: February 28, 2022

Approved as to form this 28 day of  
February, 2022.

MARA W. ELLIOTT, City Attorney

By: Laura DePoister  
Deputy City Attorney

Print Name: Laura DePoister

**Fairfax County, VA**

**Contract #4400008495**

*for*

Public Safety and Emergency Preparedness Equipment  
and Related Services

*with*

**Mallory Safety and Supply, LLC.**

Effective: October 1, 2018

The following documents comprise the executed contract between the Fairfax County, VA and Mallory Safety and Supply, LLC., effective October 1, 2018:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference





# County of Fairfax, Virginia

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

## MEMORANDUM OF NEGOTIATIONS

RFP 2000002547

### Public Safety and Emergency Preparedness Equipment and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. and Mallory Safety and Supply, LLC. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008468 with Safeware, Inc. and Contract 4400008495 with Mallory Safety and Supply, LLC. (hereinafter called the Contract) for the provision of public safety and emergency preparedness equipment and related services. The final Contract contains the following documents:

- a. The County's Request for Proposal RFP 2000002547 and all Addenda;
- b. The Contractor's Technical Proposal and Cost Proposal dated March 8, 2018;
- c. The Contractor's response to clarification questions dated March 28, 2018.
- d. The Contractor's response to items for negotiation dated April 12, 2018.
- e. This Memorandum of Negotiations;
- f. County's purchase order;
- g. Any subsequent amendments to the Contract.

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

1. The parties to this Contract acknowledge that Safeware, Inc. submitted a proposal, on behalf of Safeware, Inc. and Mallory Safety and Supply, LLC., in response to RFP2000002547. Mallory Safety and Supply, LLC. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies of the states of Alaska, Hawaii, Washington, Oregon, California, Arizona, Nevada, New Mexico, Wyoming, Idaho, Montana, and Utah and to assume all responsibilities and obligations under this Contract for its designated territory. Safeware, Inc. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies located in all other states of the United States, not identified above and to assume all responsibilities and obligations under this Contract for its designated territory. Contract number 4400008468 has been assigned to Safeware, Inc. and Contract number 4400008495 has been assigned to Mallory Safety and Supply LLC. to facilitate ordering.
2. The Contractor shall provide eCommerce rebates as outlined below:
  - If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on purchases made through ecommerce.
  - If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on purchases made through ecommerce.
    - o Conditions: The agency total purchases for the annual contract period must be greater than \$20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated third party marketplace where the Participating Public Agency's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

3. Large sales greater than \$20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.
4. For purchase of services under this Contract, the Contractor shall provide a minimum of 10% discount from Safeware and Mallory's list price. The pricing for services may be negotiated to a lower price.
5. The Contractor acknowledges and agrees that the County and the Participating Public Agencies reserve the right to review and negotiate the license and maintenance terms and conditions prior to any purchase of software under this Contract and that the Contractor will provide full support for executing the negotiated license/maintenance agreement(s) by the County/Participating Public Agencies and the software publisher. The Contractor also agrees to obtain agreement from its software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.
6. The Contractor shall hold the discount rate of 41% for equipment and 10% for services firm for the entire contract term including renewal periods.
7. The parties mutually agree that the first sentence of Paragraph 1.3 of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the County Purchasing Agent and/or Risk Manager.

8. The parties mutually agree that the Paragraph 1.2 b. of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.

ACCEPTED BY:

  
Safeware, Inc.

6/6/18  
Date

Shawn Murray  
Mallory Safety and Supply, LLC.

6/6/18  
Date

Cathy A. Muse  
Cathy A. Muse CPPO  
Director/County Purchasing Agent

6/7/18  
Date

# **SAFEWARE-MALLORY**

**TECHNICAL PROPOSAL FOR**

**RFP#2000002547**

**COMPETITIVE SOLICITATION**

**BY FAIRFAX COUNTY, VA**

**FOR**

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

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

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

**GOVERNMENT PURCHASING ALLIANCE**

**COPY**

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# 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

<b>ISSUE DATE:</b> February 6, 2018	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP2000002547	<b>TITLE:</b> Public Safety and Emergency Preparedness Equipment and Related Services
<b>DEPARTMENT:</b> Various	<b>DUE DATE/TIME:</b> March 13, 2018 / 2:00 P.M.	<b>CONTRACT SPECIALIST:</b> Jamie Pun; 703-324-3653 or Jamie.Pun@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.: 301-683-1234

E-Mail Address: Kahya.H@safewareinc.com

Federal Employer Identification No or 52-1152883

Federal Social Security No. (Sole Proprietor) N/A

Prompt Payment Discount: 0% for payment within 30 days/net

State Corporation Commission (SCC) Identification No. F109145-5

SAFEWARE, INC  
4403 FORBES BLVD  
LANHAM, MD 20706

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 C, the Certification Regarding Ethics in Public Contracting set forth in Appendix D, and by any other relevant certifications set forth in Appendix B.

**BUSINESS CLASSIFICATION – Described in Appendix D – CHECK ONE:**

MICRO     SMALL     MINORITY-OWNED     WOMEN-OWNED     VETERAN OWNED

EMPLOYMENT SERVICE ORG     NON PROFIT     GOVERNMENT/PUBLIC BODY

State in which Incorporated: MD

CHECK ONE:     INDIVIDUAL     PARTNERSHIP     CORPORATION

Karla A Hyatt  
Vendor Legally Authorized Signature

3-8-18  
Date

KARLA A HYATT  
Print Name

DIRECTOR OF GOV'T CONTRACTS  
Title

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

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



## 1.0 INTRODUCTION

Safeware is pleased to submit this proposal in formal response to the understood requirements outlined in RFP2000002547 for the County of Fairfax and U.S. Communities. Together, Safeware, Inc. of Lanham, MD and Mallory Safety and Supply of Longview, WA submit this proposal in response to the aforementioned solicitation. For the purposes of this document, the offerors will be referred to as 'Safeware-Mallory'.

Safeware and Mallory are current joint contract holders of the U.S. Communities contract for Homeland Security and Public Safety, contract #4400001839 and #4400001840 respectively. We believe Safeware-Mallory is the premier choice for award of this subsequent contract, which the proposal to follow will demonstrate.

### 1.1 NAME OF SUPPLIER

#### COMPANY BACKGROUND

Safeware and Mallory are both nationally recognized industry leaders in the distribution and servicing of Public Safety and Emergency Preparedness Equipment. The two companies have a long history of working together on projects and entered into a teaming agreement for the U.S. Communities RFP in 2011 to provide complete coverage of the entire country. This arrangement proved to be a success in large part due to our shared core values, professionalism, and our deep sense of responsibility to our customers. Over the past 6 years we have been able to develop additional ways to work together by sharing ideas and best practices for both support personnel and outside sales staff, vendor access and operations. The purpose of our efforts was to support and improve our ability to serve the U.S. Communities program for the ultimate benefit of our customers.

Safeware and Mallory will again work together to support the U.S. Communities Public Safety contract and jointly submit this proposal for RFP 2000002547 Public Safety and Emergency Preparedness Equipment and Related Services.

#### SAFEWARE

Safeware, Inc. founded in 1979 just outside the nation's capital in Maryland is a leader in the Safety Distribution Industry providing products and services to customers in a broad range of markets, including: government, manufacturing, construction, military, transportation, and public safety. Our tag line is Safety, Service, Response and it says a lot about who we are. We are a *safety* company not only supplying products that save lives and protect employees and public servants, but we supply solutions as well. Unlike other large companies that simply sell safety, we have the knowledge and expertise to help solve problems.

*Service* comes in many forms but is the backbone of our company. Our value to all customers is the elevated level of service we provide, from a professional sales force working directly with customers, to our efficient and knowledgeable customer service team, down to our prompt shipping and delivery, and accurate billing. We also have a dedicated Technical Services Department that services equipment such as gas detection, NFPA self-contained breathing apparatus (SCBA), cylinder hydrostatic testing, and

Level-A suit testing to name a few. Our in-house repair centers and on-site service trucks offer multiple ways of meeting customers’ mission critical requirements.

Safety and service is what we do but *Response* is who we are. Safeware has a well established reputation as the “go-to” company when customers need us most. We responded to the events of 9/11 with personnel and material arriving on scene in New York City and at the Pentagon within hours. We are proud of our ability to play such a significant role in supporting our country’s first responders. Safeware has also provided material and support for many other crises including multiple anthrax incidents, oil spills, bombings, and natural disasters. No matter the size of an emergency, we work hard to help our customers in their times of need.

**MALLORY**

Mallory Safety and Supply, LLC. (“Mallory”) is a full-line fire and safety product and service supplier headquartered in Longview, Washington. Mallory is an independent family owned business that has been serving the Public Safety sector for over 43 years. The current company is a result of a 2010 merger between The Mallory Co. of Longview and Safety and Supply Company of Seattle. Mallory begins with safety and loves to say yes. We are energized by applying thought and creativity to generate best in class solutions. This energy has contributed to our continued growth which has resulted in our company more than quadrupling in size in the last 7 years. We are the largest independent safety distributor on the West Coast with 15 branches, \$21 million dollars in inventory, and 300 employees.

We have expanded our catalog by going both higher end in safety and wider in product offerings in order to address the strategic procurement initiatives of our customers. Mallory understands the safety issues specific to the west including wildfire and earthquake preparedness. Mallory, like Safeware, maintains an active service department with technicians that are factory certified in gas detection, SCBA, air compressors, fall protection, and other technical services. Mallory’s focus is on safety with technical application expertise throughout the organization, a unique approach that is shared with Safeware and is unlike other national companies in their marketplace.

<p><b>Safeware, Inc.</b>  <b>4403 Forbes Blvd.</b>  <b>Lanham, MD 20706</b>  <b>Incorporated in Maryland, 1979</b>  <b>Federal ID: 52-1152883</b>  <b>MD State Registration ID: 02543572</b>  <b>Prince George’s County License 16084513</b></p>	<p><b>Mallory Safety and Supply, LLC.</b>  <b>1040 Industrial Way</b>  <b>Longview, WA</b>  <b>Incorporated in Washington, 2010</b>  <b>Federal ID: 27-3905150</b>  <b>WA State ID: 603061535</b></p>
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**1.2 UNDERSTANDING OF THE PROBLEM & TECHNICAL APPROACH**

**A. STATEMENT & DISCUSSION OF THE REQUIREMENTS**

**MASTER AGREEMENT**

Safeware-Mallory understands that the Fairfax County is acting on behalf of itself and all states, local governments, and other Participating Public Agencies as well as on behalf the U.S. Communities Government Purchasing Alliance, in order to enter into a Master Agreement for a complete line of Public Safety and Emergency Preparedness Equipment and Related Services. We have reviewed the Master Agreement and agree to the details of such without exceptions.



**OBJECTIVES**

This proposal is designed to achieve the following objectives:

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

This proposal will address each of the specific requirements outlined in the RFP, and we will attempt to provide a solution to these requirements that is comprehensive in nature. We also recognize that there may be a particular product or service that we do not address in this proposal and we invite the contracting office to negotiate additional products and services if they are not specifically addressed here.

**ACCEPTANCE OF TERMS**

We acknowledge that signature of the cover page of this proposal signifies our acceptance and agreement to be bound by the conditions set forth in the County of Fairfax General Conditions and Instructions to Bidders as described in Appendix C of the RFP, all certifications set forth in the additional documents found in Appendix D (to be attached), and by any other relevant certifications set forth in Appendix B, the Master Intergovernmental Cooperative Purchasing Agreement as well as the Fairfax County Special Provisions found on pages 24-29 of the RFP.

We also agree to all terms and conditions of the Administration Agreement, as designated by the submission of the proposal and signed copy found in Attachment A, but to further substantiate our understanding of and compliance to such we offer the following summary of our understanding of these commitments.

**PRICING AUDITS**

Safeware-Mallory agrees to and will maintain detailed transaction records of all purchases made by Fairfax County and all other Participating Public Agencies under the Master Agreement for the life of the contract in electronic form. We acknowledge that U.S. Communities and Fairfax County both reserve the right to conduct random audits.

**FEES AND REPORTING**

Safeware will be responsible for providing all reporting for both Safeware and Mallory to U.S. Communities. Mallory agrees to supply Safeware with all required reporting data, and Safeware will report aggregated totals of all reporting to U.S. Communities.

**ADMINISTRATIVE FEES**

Safeware agrees to pay a monthly administrative fee based upon the total sales price of all purchases shipped and billed under the contract in the amount of 2% of aggregate purchases made during the calendar month. Administrative fees to be paid 30 days after the end of each calendar month for purchases shipped and billed during such calendar month.

**SALES REPORTS**

Safeware agrees to provide an electronic accounting report within 30 days of the end of each calendar month in the format prescribed by Exhibit B of the RFP. Safeware has significant report capabilities and additional reporting can be provided at the request of Fairfax County or U.S. Communities.

**EXCEPTION REPORTING**

Sales reporting discrepancies as determined by U.S. Communities and Safeware shall be resolved 30 days after notification. Upon resolution, Safeware agrees to remit payment within 15 calendar days.

**USAGE REPORTING**

Safeware agrees to deliver to U.S. Communities an electronic usage report of all contract sales within 30 days of the end of each contract year.

**SUPPLIER FAILURE TO REPORT**

Safeware acknowledges that failure to report or remit payment in a timely manner as prescribed in the agreement, and if not cured within 30 days of written notice, shall be deemed cause for termination of the contract at discretion of Fairfax County or U.S. Communities.

**COUNTY OF FAIRFAX GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

We agree to all Terms and Conditions contained in RFP Appendix C.

**REQUIRED FORMS – APPENDIX D**

We agree to all Terms designated in the forms found in RFP Appendix D. Please see Attachment B for signed copies of these forms.

**FEMA STANDARDS – APPENDIX F**

Safeware-Mallory agrees to comply with all federal laws and regulations applicable to the receipt of FEMA grants as dictated in RFP Appendix F, FEMA Standard Terms and Conditions Addendum for Contracts and Grants.

**APPENDIX G – COMMUNITY BLOCK GRANT**

Safeware-Mallory agrees to comply with all terms, conditions, and requirements enumerated by the grant funding source when purchases made under the contract are partially or fully funded with federal grant funds as dictated in RFP Appendix G, Community Development Block Grant Addendum.

**APPENDIX I – UNIFORM ADMINISTRATIVE REQUIREMENTS ATTACH & SIGN PG115**

Safeware-Mallory agrees to comply with all applicable provisions of the Uniform Administrative Requirements contained in Title 2 C.F.R. §200 et seq. We accept all Federal Grant Terms and Conditions as dictated in Appendix I of the RFP and agree to all certifications made in the Byrd Anti-Lobbying Certification, found in Attachment B.

**B. PROPOSED SCOPE OF WORK**

Safeware-Mallory's response to this RFP's general product categories attempts to demonstrate our ability to service each element by responding in detail. Though we have made every effort to clearly state our capabilities, it is difficult to relay every scenario where we have serviced customers with the products described in the RFP. Our hope is that the response provides enough detail to give confidence to our current and future efforts to support the categories under the contract.

**GENERAL PRODUCT CATEGORIES:**

1. **PERSONAL PROTECTIVE EQUIPMENT (PPE)**
2. **EXPLOSIVE DEVICE MITIGATION AND REMEDIATION EQUIPMENT**
3. **ENVIRONMENTAL MONITORING**
4. **CBRNE SEARCH & RESCUE EQUIPMENT**
5. **INTEROPERABLE COMMUNICATIONS EQUIPMENT**
6. **DETECTION EQUIPMENT**
7. **DECONTAMINATION EQUIPMENT**
8. **HAZARDOUS MATERIALS STORAGE**
9. **SPILL CONTROL AND CONTAINMENT**
10. **PHYSICAL SECURITY ENHANCEMENT EQUIPMENT**
11. **SURVEILLANCE, WARNING, ACCESS/INTRUSION CONTROL**
12. **EXPLOSION PROTECTION**
13. **FIRE AND EMERGENCY RESPONSE**
14. **TRAFFIC SAFETY**
15. **FACILITY SAFETY AND MAINTENANCE**
16. **FALL PROTECTION AND CONFINED SPACE**
17. **MEDICAL AND FIRST AID SUPPLIES**
18. **CBRNE REFERENCE MATERIALS**
19. **AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs)**
20. **AMMUNITION/LESS THAN LETHAL MUNITIONS**
21. **CIVIL DISTURBANCE GEAR**
22. **DIVE GEAR/UNDERWATER RECOVERY/WATER SAFETY**
23. **POLICE FLEET MANAGEMENT PRODUCTS**
24. **LAW ENFORCEMENT SOFTWARE**
25. **PUBLIC SAFETY AVIATION- HELICOPTERS**
26. **PUBLIC SAFETY UNIFORMS**
27. **VEHICLES**
28. **TRAINERS AND TRAINING EQUIPMENT**
29. **VENDING SOLUTIONS**
30. **RELATED SERVICES**
31. **OTHER NON-LISTED PUBLIC SAFETY, LAW ENFORCEMENT AND FIRE EQUIPMENT**

**1. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Equipment worn to protect the individual from hazardous materials and contamination in the workplace including, a chemical/biological threat environment. Examples include the following: chemical resistant suits, escape masks, gloves, coveralls, helmets, eye protection, hi-visibility clothing, safety footwear, respiratory protective equipment, SCBAs, etc.

Personal protective equipment or (PPE) is at the heart of Safeware-Mallory’s core competencies. Safeware and Mallory have a combined 81 years of experience as distributors of PPE serving commercial and government markets and many industries including: auto, chemical, pulp and paper, food production and distribution, aeronautical, energy production and distribution, construction, transportation, communications, utilities, waste management, Federal government, Military, State and local government to name a few. Head to toe protection for use in hazardous environment requires knowledge and expertise to select the correct ensemble and should not be taken lightly. Our staff understands the dangers to workers dealing with chemical/biological threats both in the industrial environment as well as for first responders. We have the depth of experience and the support of top manufacturers to deliver solutions for any situation.

Chemical/Bio Protective Suits & Coveralls
Ansell
DuPont
Elvex
Kappler
Kimberly Clark
Lakeland
National Safety Apparel
Onguard
River City
Radiation Shield Technologies
Stanco
Steel Grip
Tingley Rubber
West Chester

Hand Protection
Best Glove
ERB Industries
Ergodyne Corporation
Impacto
Kimberly Clark
MAPA Spontex
Mechanix Wear
Memphis
North Safety
Occunomix
PIP
SAS Safety
Stockhausen
Superior Glove
The Safety Zone
Valeo
Wells Lamont
West Chester

Respiratory Protection, Escape Masks, SCBAs
3M
Air Systems
Allegro Industries
Avon Protection
Bullard
Draeger
Honeywell
Kimberly Clark
Moldex
MSA
North Safety
Scott Safety
Sundstrom Safety

Head Protection
3M
Bullard
CMC Rescue
Elvex
Fibre-Metal
Kimberly Clark
MSA
North Safety
PIP

Eye and Face Protection
3M
Brand X Safety
Chums
Crews
Crossfire Safety
Elvex
ERB Industries
Haws
Jackson Safety
Kimberly Clark
MSA
North Safety
PIP
Pyramex Safety
Radians

Hi-Viz Clothing
Ergodyne
Lakeland
ML Kishigo
Mutual Industries
Nasco
Neese Industries
Occunomix
PIP
RamStar Safety
River City
Tingley Rubber
VizCon

Foot & Leg Protection
Allegro Industries
Danner
Ellwood Safety
Impacto
LaCrosse
North Safety
Onguard
Servus
Tingley Rubber

Eye and Face Protection, Con't
SAS Safety Corporation
Sellstrom
Speakman Safety
Uvex
Vision Aid

## 2. EXPLOSIVE DEVICE MITIGATION AND REMEDIATION EQUIPMENT

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment such as:

- a. Bomb Search Protective Ensemble for Chemical/Biological Response
- b. Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- c. Cooling Garments to manage heat stress
- d. Ballistic Threat Body Armor & Helmets (not for riot suppression)
- e. Blast and Ballistic Threat Eye Protection (not for riot suppression)
- f. Blast and Overpressure Threat Ear Protection (not for riot suppression)
- g. Fire Resistant Gloves
- h. Disarmer/Disrupter
- i. Real Time X-Ray Unit; Portable X-Ray Unit
- j. CBRNE Compatible Total Containment Vessel (TCV)
- k. CBRNE Upgrades for Existing TCV
- l. Robot; Robot Upgrades
- m. Fiber Optic Kit (inspection or viewing)
- n. Tents, standard or air inflatable for Chem/bio protection
- o. Inspection Mirrors
- p. Ion Track Explosive Detector

Explosive Ordinance Disposal (EOD) is among the most elite special operations units in the first responder community because of the inherent dangers and complexity of the job they are tasked with. This group does not let in just anyone, you must earn that right. Safeware-Mallory has been servicing this small tight-knit group for many years and had gained the trust and respect as a valued partner. Safeware-Mallory maintains an extensive supplier list that enables us to provide all products listed above specifically designed for EOD as well as all the ancillary items needed for EOD teams to complete their mission. Our offering includes: Personal protective equipment (PPE) including all products from head to toe protection both ballistic and non-ballistic, head protection, eye and face, hearing, hand, body, foot, chemical/biological and explosives detection and disposal products including Total Containment Vessels (TCV), robotic and examination tools utilizing video, X-Ray, Ion and other electronic monitoring, water and explosive disrupters. Safeware-Mallory also has the capability to provide upgrades and retrofitting of TCVs and EOD Robots when necessary for technical upgrades or general service.

<b>EOD</b>
Allen-Vanguard
BAHIA 21
Inert Products
Lindon Defense
MED-ENG
Mistral Security
Tactical Electronics
United Shield
WMD Tech
<b>Portable X-Ray Units</b>
Golden Engineering
Open Vision
<b>Hearing Protection</b>
3M Peltor
Howard Leight
MSA
<b>Robots</b>
Icor Technology
iRobot
Mistral Security
QinetiQ
Recon Robots
Remotec
Robotex
Tactical Electronics

<b>Ballistic Threat</b>
3M
ABA
Angel Armor
Armor Express
Crye Precision
Gentex Corporation
Gladiator
Propper International
Protech Tactical
Savvy
Second Chance
Team Wendy
United Shield
<b>CBRNE Containment</b>
FFI Tactical
Mistral Security
Mitigation Technologies
<b>FR Gloves</b>
MED-ENG
Memphis
North Safety
Occunomix
PIP
Superior Glove
Valeo
Wells Lamont
West Chester

<b>Disarmer/Disruptors</b>
Combined Systems
Deftech
ICOR
QinetiQ
Sage
Tactical Electronics
<b>Eye Protection</b>
3M
Bolle
Crossfire Safety
Edge Eyewear
ESS
MSA
Paulson
Pyramex
Radians
Revision Military
Smith Optics
Wiley-X
<b>Cooling Products</b>
Ergodyne
Occunomix
PIP
Techniche International

**3. ENVIRONMENTAL MONITORING**

Items such as: chip measurement systems, passive dosimeter badges, diffusion tubes, detector tube systems, air sampling pumps, gas detection monitors, confined space monitors, photo-ionization detectors, and protection against additional unseen hazards (radiation and noise levels).

Environmental monitoring is relevant across multiple markets including general industry, Homeland Security, and first responders. Safeware-Mallory, from the beginning of our respective companies, differentiated ourselves as technical experts in gas detection and technical equipment for environmental monitoring by having an experienced and knowledgeable sales force with multiple service centers and factory trained technicians who service all of this equipment. Safeware-Mallory represents all the top manufacturers in this area who provide CHIP measurement systems, dosimeters, diffusion tubes, detector tubes, air sampling pumps internal or external to gas detection monitors, confined space monitors, and PIDs (photo-ionization detectors). Environmental monitoring is an ever-changing and evolving product category with new technologies coming to market on a continual basis. Safeware-Mallory is committed to keeping our customers apprised of the new products and how they can meet their needs.

Environmental Monitoring
ADVNT Biotechnologies
Alexeter Technologies
B&W Tek
BioFire Defense
Biosystems by Honeywell
Bruker Detection Corporation
BW Technologies
Chemring Detection Systems
Draeger
GFG Instrumentation
Honeywell
MSA
Proengine
RAE Systems
Response Biomedical/RAMP
Rigaku Analytical Devices
Scott Safety

**4. CBRNE SEARCH & RESCUE EQUIPMENT**

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

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

Search and rescue is a small niche of large metropolitan fire departments whose mission is to locate and extricate victims from hazardous environments where they encounter structure collapse. These teams require specialized equipment as well as standard equipment found in fire houses or tools from a hardware store. Safeware-Mallory can supply all of this equipment including tools for finding victims

using video and acoustical devices, equipment for extricating victims from the hazard including hydraulic tools, powered and manual breaking devices such as spreaders, saws and hammers, lifting devices such as air bags, rams, jacks, rope and block and tackle devices, equipment for physically moving victims such as stretchers, wire or composite baskets, and evacuation chairs. Safeware-Mallory can also supply both wired and battery powered ventilation fans for clearing hazardous environments. In a CBRNE threat, Safeware-Mallory can also provide full PPE and decontamination equipment to protect both patient and first responder.

Search & Rescue
Leader North America
TecGen
Tempest Technology
True North Gear
Wolfpack Gear

Hydraulic Tools, Bracing & Lifting Devices
Anderson Rescue Solutions
Hurst Jaws of Life
PGI
Prospan

Search Cameras & Listening Devices
Tactical Electronics

Ventilation
Leader North America
Tempest Technology

**5. INTEROPERABLE COMMUNICATIONS EQUIPMENT**

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. Includes system design, installation, service and maintenance. Products include:

- a. Land mobile, two-way in-suit communication (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- b. Antenna Systems
- c. Personnel Alert Safety Systems (PASS) – (location and physiological monitoring systems optional)
- d. Personnel Accountability Systems
- e. Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems
- f. Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- g. Portable Meteorological Station (monitors temperature, wind speed, wind direction and biometric pressure at a minimum)
- h. Commercially available crisis management software
- i. Mobile Display Terminals

Interoperable Communications Equipment supports the critical infrastructure necessary for agencies to effectively, efficiently, and securely communicate across vast networks. Safeware-Mallory provides equipment and systems that support Interoperable Communication. Many solutions include connectivity and electrical interoperability between local and interagency organizations such as needed to coordinate responses in a CBRNE situation. The solutions include system design, installation, service and maintenance. Our areas of concentration include: Land mobile, two-way in-suit communication (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required), Antenna Systems including DAS (Distributed Antenna Systems), Personnel Alert Safety Systems (PASS) – (location and physiological monitoring systems optional), Personnel Accountability Systems, Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems, Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes), Portable Meteorological Station (monitors temperature, wind speed, wind direction and



biometric pressure at a minimum), Commercially available crisis management software, and Mobile Display Terminals as well as other distributed portable Information Terminals.

Communications	Software
Accordant Communications	BlueLight LLC
iPhone	BriefCam
Atlantic ComTech	CheckVideo
CobHam	CrimeView by TriTech
ComLabs	FootPrint
CON-SPACE	IX Group
Ear Hero	LiveEarth
Hiplink	MobilePD
McM Technologies	MPC911
Platinum Networks	Public Safety Corp
Rauland Borg	Shield Group Technologies
SpectraLink	Sight Logix
Vislink	TriTech
Backhaul Engineering	Verint Video Solutions Inc.
AER Consulting	VideoIQ
Cintel	Xerox
	Backhaul Engineering
	AER Consulting
	Cintel

**6. DETECTION EQUIPMENT**

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

- a. Detection kits/Paper for all chemical agent identification and detection
- b. Multi-Gas Meters
- c. Hazard Categorizing (HAZCAT) Kits
- d. Surface Acoustic Wave Detector
- e. Spectrometers
- f. Colormetric Tube/Chip Kit specific for TICs and CBRNE applications
- g. Leak Detectors (soap solution, ammonium hydroxide, etc)
- h. pH Paper/pH meter
- i. Protective cases for sensitive detection equipment storage & transport
- j. Point Detection System/Kits (Immunoassay or other technology)
- k. Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma), Personal Dosimeters, Scintillation Fluid (radiological) pre-packaged

Threats from chemical, biological, radiological/nuclear and explosives (CBRNE) incidents can come from many sources including: industrial processes, spills and leaks, transportation hazards, and terrorist activities. Given the wide variety of potential hazard materials there are many different technologies that provide detection, identification and monitoring of hazardous materials in solid or gas state as well as radiation. Safeware-Mallory has been supporting both commercial, military, local and state governments and first responders with technical detection equipment from the largest and top manufacturers in the market. Our experience with detection equipment and servicing extends back to our early days, 35+ years ago when we opened our first service center to repair and calibrate gas detection equipment for construction companies and local subway system. Today we have factory

trained staff for both sales and service with repair centers and mobile units around the county to fix and calibrate most of the equipment we sell.

Detection, identification, and monitoring comes in many forms and technologies. Safeware-Mallory carries top names in equipment manufacturers for both powered and passive detection and identification equipment, fixed and portable. Safeware-Mallory provides detection kits/paper for all chemical agent identification and detection including commercial and weaponized chemicals requiring M-8, M-9 paper, M-265 detection kits and Hazard Categorizing (HAZCAT) kits as well as pH Paper/pH meters. Single and multi-gas meters come in many configurations including fixed systems for continual monitoring and portable, handheld and wearable detection and monitoring. Safeware-Mallory can supply and service top brands of gas detection as well as design and install fixed systems and portable networked units for temporary deployments such as large gatherings.

Surface Acoustic Wave detectors (SAW) detect airborne molecular contamination from unwanted gas-phase materials deposited on a service through molecular migration and can detect various chemicals, gasses and drugs. Safeware-Mallory supplies both fixed and portable SAWs.

Technology surrounding spectrometer technology over the years has produced small, usable handheld units easily taken out into the field used by first responders, law enforcement, hazmat teams and bomb squads. Safeware-Mallory provides a wide spectrum of spectrometers including fiber coupled UV/VIS/NIR, portable NIR, laser induced and Raman technology. Handheld Raman spectrometers are nondestructive, non-contact identifications and verifications of unknown chemicals, narcotics, pharmaceutical drugs and other substances

Safeware-Mallory provides Colormetric Tube/Chip Measurement system (CMS) Kit specific for TICs and CBRNE applications in single applications and kits with a variety of battery powered or manual pumps with electronic displays and data recorders.

Safeware-Mallory has a wide-range of air monitoring and sampling portable leak detectors, soap solution, ammonium hydroxide, etc.

Point Detection System/Kits (Immunoassay or other technology) or Joint Biological Point Detection System (JBPDs) is designed to detect and identification of low levels of airborne bio-hazards and trigger local and remote warning systems and communicate threat information over standard communication systems. These systems can be fixed or placed on vehicles for mobile deployment. Safeware-Mallory offers many Point Detection Systems from top manufacturers in the field.

Radiation detection is an essential part of our country's anti-terrorism strategy and Safeware-Mallory offers a wide range of equipment that detects alpha, beta, gamma, and high intensity gamma. These detectors can be fixed systems, portable handheld units, personal dosimeters, personal radiation detectors or mobile units networked together and scintillation fluid.

Safeware-Mallory offers a wide range of hard plastic cases in many sizes and configurations to meet the needs of our customers.

**Detection Equipment Con't**

Chemical Detection
Arizona Instrument
B&W Tek
BIO Systems
BW Technologies
Canberra Industries
Chemring
Crowcon
Draeger
FLIR Detection
GFG Instrumentation
Morphix Technologies
MSA
NEXTEQ
Proengin
RAE Systems
RKI Instruments
Scott Instruments
SEER Technology
Sensit Technologies
Smiths Detection
Truetech

Cases
5.11
Blackhawk
Pelican

Biological Detection
ADVNT Biotechnologies
Alexeter Technologies
Bio Shield Technologies
Field Forensics
FLIR Detection
MSA
RAE Systems
Response Biomedical
Smiths Detection

Nuclear Detection
Berkeley Nucleonics
MSA
RAE Systems
Smiths Detection

Leak Detection
Edwards & Cromwell
MSA
Spearhead

Radiological Detection
B&W Tek
Berkeley Nucleonics
Canberra Industries
FLIR Detection
Mirion Technologies
MSA
Polimaster
RAE Systems
Smiths Detection

Explosive Detection
B&W Tek
Field Forensics
FLIR Detection
Morphix Technologies
Morpho Detection
MSA
RAE Systems
Smiths Detection

**7. DECONTAMINATION EQUIPMENT**

Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination. Such items include:

- a. Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- b. Decon/Extrication Litter/roller systems
- c. Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- d. Spill Containment Devices
- e. Overpak Drums
- f. Cadaver Bags
- g. Hand Carts
- h. Waste water classification kits/strips
- i. HEPA (High efficiency Particulate Air) Vacuum for dry decontamination

Decontamination is a critical component to any incident where victims and first responders are exposed to hazardous materials. Having the right equipment and proper procedures will help reduce the potential spread of contaminants to other people, the environment and objects. Safeware-Mallory has a long history of supplying decontamination systems and remediation equipment to support industrial applications, hospitals and first responders from small to large mass casualty incidents. These systems include shelters in varying sizes with self-contained HVAC with HEPA filtration systems, litters and roller systems to move patients through the decontamination process, showers with heating systems to wash

contaminates in cold environments, HEPA vacuums for dry contaminants, and interior and exterior lighting. Containment systems are essential to collect contaminated water from the decontamination showers and Safeware-Mallory has many equipment options to perform this function including containment bladders for small showers as well as systems for large multi-unit shelter units utilizing intrinsically-safe pumps, hoses, connectors, scrub brushes and nozzles, over pack drums both metal, and poly and hand carts for moving drums and equipment. Safeware-Mallory also provides a wide range of technical equipment to identify and classify all manner of contaminants including waste water classification kits/strips. When casualties were received, Safeware-Mallory supplies cadaver/body bags to minimize the spread of contaminate.

Decontamination Equipment & Complete Shelter Systems
Air Shelters USA
Decon7
DHS Systems
DuPont
Force1Decon
HDT Expeditionary Systems
Imbiber Beads
Kappler
Lakeland
TrueTech

Spill Containment & Material Handling
3M
American Innotek
Eagle Manufacturing
Justrite
Kimberly Clark
UltraTech

**8. HAZARDOUS MATERIALS STORAGE**

Such as: Storage cabinets & Safety Cans

Hazardous materials range from fuels and oil to chemicals used in manufacturing processes and must be handled and stored in a safe manner. Safeware-Mallory provides all types of storage cabinets from small desktop units for fuel or laboratory chemicals to large secure walk or drive-in structures for any type of hazardous material including explosive compounds. When these materials need to be moved or stored in outer containers such as safety cans, Safeware-Mallory has the containment vessel designed for any material.

Hazardous Material Storage
3M
American Innotek
Eagle Manufacturing
Justrite
Kimberly Clark
Quantum Storage Systems
UltraTech

**9. SPILL CONTROL AND CONTAINMENT**

- a. Spill treatment agents
- b. Infectious materials cleanup kits
- c. Sorbents
- d. Non-sparking tools
- e. Hazardous material vacuums
- f. Environmental containment

When a spill does happen, having the right containment and cleanup products and equipment are essential for mitigating threats to life and environment. Safeware-Mallory provides tools and equipment to stop leaks or spills, contain spills, and clean up or render inert. Stopping leaks and spills require specific tools or kits depending on the application. Safeware-Mallory can match the correct product to the requirement. Containing spills to protect people and the environment also requires matching the correct products to the application including: containment bladders, over pack drums, sorbents, spill berms, dikes, and waste water pools. Safeware-Mallory can supply clean up kits including BBP blood borne pathogen kits for cleaning up from a spill where infectious fluids are present. For dry hazards, vacuums with HEPA filters can be provided. In any explosive environment, intrinsically safe equipment and non-sparking tools are a must. Safeware-Mallory can supply non-sparking tools to protect against unintended explosions.

Spill Control & Containment
CEP
Green Stuff
Imbibers Beads
MBT
Oil-Dri
SPC

Infectious Materials Cleanup
Certified Safety
First Aid Only
Decon7

Non-Sparking Tools
Ampco Tools

**10. PHYSICAL SECURITY ENHANCEMENT EQUIPMENT**

Category includes equipment and installation necessary to enhance the physical security of critical infrastructure such as: system design, installation, service and maintenance.

Agencies have concerns with protecting personnel (agency and public), hardware, software, networks and data from physical actions and events that could cause serious loss or damage to an enterprise, agency or institution. This includes protection from fire, flood, natural disasters, burglary, theft, vandalism and terrorism. Safeware-Mallory provides a wide-range of physical security capabilities that include the equipment and installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service and maintenance.

Common components include: Security Design and Integration-Engineering-Installation & Service/Maintenance, Supporting Solutions such as Security Operations Centers Including Command & Control Rooms, PSIM (Physical Security Information Management), Interoperable Communications Equipment & Service, Display Walls, Portal Systems such as Access Control & Locks, alarm systems, CCTV (Video Surveillance) standard-Low Light-IR-Auto Detection, Biometrics, Body Camera Solutions, Video Analytics and Management, and storage (On-Site and Cloud SaaS service).

CCTV & Physical Enhancement Equipment
American Dynamics
Arecont
Avigilon
AXIS
Bosch Security Systems Inc.
CONTROP
HanWha/Samsung
Indigo Vision
iRecord
March Networks/Infinoa
Marshall Electronics
Mobile Pro Systems
Pelco
VuGate

**11. SURVEILLANCE, WARNING, ACCESS/INTRUSION CONTROL**

- a. Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
- b. Barriers: Fences; Jersey Walls
- c. Impact Resistant Doors and Gates
- d. Portal Systems; locking devices for access control
- e. Alarm Systems
- f. Video Assessment/Cameras: Standard, Low Light, IR, Automated Detection
- g. Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Cyphers/Codes
- h. X-Ray Units
- i. Magnetometers
- j. Vehicle Identification – Visual, Electronic, Acoustic, LASER, RADAR

Intrusion and Detection devices are critical in maintaining security including Motion-Acoustic-Contact Point-Infrared-Seismic, Magnetometers Sensors, Ground & Water Radar Identification, alarm systems and portal systems including locking devices for access control. Safeware-Mallory provides all of this type of equipment from design to implementation including ongoing service and maintenance.

Safeware-Mallory provides design, engineering, installation and maintenance for Vehicle identification and intelligent transportation systems through automatic license plate recognition camera solutions (LPR), CCTV utilizing visual, electronic, acoustic, LASER-RADAR methods for both fixed and portable installations.

Safeware-Mallory has an extensive manufacturer portfolio for visitor management through portable and permanent fences & gates, Jersey Walls, Bullet Proof and impact resistant barriers and doors, along with Enterprise & Communications (Cell, Wireless, Micro, Networking, Downlinks) solutions to Support Surveillance Systems, complex video CCT using standard-Low Light-IR-Auto detection installations for surveillance, assessment conferencing, personal identification systems using visual, electronic, acoustic, scanners, and cyphers/codes. Control of banned items entering restricted facilities including metal weapons, explosive material and biohazards are screened using the latest technology for x-ray, portable biohazard detection and real-time explosives testing.

Access Control, Portal & Motion
AMAG
ASSA Abloy Companies
Bazon Cox
Boon Edam Inc.
CrossMatch Technologies
digitalPersona
Digitus Biometrics
HID Corporation
Hirsch/ Identiv
IdentityOne
Lenel
Lenel/UTC/Interlogix
LockDown
Lumidigm
Open Options, Inc
RedCloud
Schlage
Smarter Security
SRI
Xceedid Corporation

Bunkers & Barriers
Ameristar
Ceco Doors
Harsco
Hesco Bastion
Mitigation Technologies
Spec Ops Bunker
TSS Bulletproof
Velocity Systems
License Plate Recognition
3M
Adaptive Recognition/ARA
Cintel
Coban Technologies
NDI
PlateSmart
SRI
Vetted Security Solutions
Vigilant Solutions
Wanco

CCT & Video Assessment
American Dynamics
Arecont
Avigilon
AXIS
Bosch Security Systems Inc.
CONTROP
HanWha/Samsung
Indigo Vision
iRecord
March Networks/Infinoa
Marshall Electronics
Mobile Pro Systems
Pelco
SRI
VuGate
X-Ray & Scanning
AS&E
CEIA USA
Garrett
Rapiscan
Scanna-MSc

**12. EXPLOSION PROTECTION**

- a. Blast/shock/impact Resistant Systems
- b. Protective clothing
- c. Column and Surface Wraps; Breakage/Shatter Resistant Glass; Window Wraps
- d. Robotic Disarm/Disable Systems

Explosive protection is particularly important in and around government buildings and public spaces where large amounts of people pass through such as public transportation hubs, airports, and train stations. Safeware-Mallory has many unique products to help mitigate explosive blasts in and around buildings. A common method for a bomb delivery is depositing in trash receptacles and Safeware-Mallory has trash cans that greatly reduce the explosion impact by absorbing the bulk of the blast. Safeware-Mallory has suppliers to source items used to protect buildings such as surface wraps, shatter resistant glass, and blast resistant window drapes to reduce flying glass and debris. Explosive protective clothing worn by EOD technicians is a core offering from Safeware-Mallory including all PPE from head to toe including eye and face protection, hand protection, body protection, and leg and foot protection. Safeware-Mallory offers multiple robot platforms which include capabilities to disarm or disable explosive devices.

Protective Clothing
Allen-Vanguard
BAHIA 21
Lindon Defense
MED-ENG
Mistral Security
Tactical Electronics
United Shield
WMD Tech

Robotic Arm/Disarm
Icor Technology
iRobot
Mistral Security
QinetiQ
Recon Robots
Remotec
RoboteX
Tactical Electronics

Blast Systems & Structure Wraps
Hesco Bastion
Mitigation Technologies
Spec Ops Bunker
Velocity Systems



**13. FIRE AND EMERGENCY RESPONSE**

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

First responders are the last line of defense when the public is in need of medical support as a result of any event, small or large, in which lives are threatened, be it by fires, incidents involving hazardous materials, acts of terrorism, or natural disasters. As a result, every first responder organization (law enforcement, fire & rescue, EMS) prepares in order to handle responses within their mandate with the equipment and training to successfully execute their mission. Safeware-Mallory has been supporting all first responders for over 70+ years with products and expertise, helping agencies respond when needed.

Firefighting/Rescue/EMS groups require many specialized products to complete their mission. Safeware-Mallory supplies a wide-range of products for personal protective equipment (PPE) including: apparel for structural firefighting such as turnout gear and suspenders; high visibility clothing and vests; hoods and helmets; gloves, boots, hearing protection, eyewear; and ergonomic products such as knee, wrist, and back protectors. PPE products for Wildland firefighting including: clothing, pants, shirts, coats, hoods, helmets, gloves, boots, hearing protection, eyewear and ergonomic products such as knee, wrist, and back protectors. Safeware-Mallory provides station and workwear designed for fire, EMS, and rescue to meet the fire resistant and durability requirements of our customers.

Respiratory protection is a firefighter's lifeline. Safeware-Mallory provides both respiratory protection in the form of particulate filtering devices, half and full-face masks, powered air purifying respirators, and SCBAs. Safeware-Mallory also provides repair and servicing for selected SCBAs and air compressors. Safeware-Mallory provides all type of equipment for within the station such as gear racks, air compressors, air and electric reels, and exhaust and vacuum systems. We also provide critical communications equipment which is a necessity on all first responders' equipment list such as mobile and portable radio units designed for any departments' frequency needs and requirements.

Being prepared to rescue an injured or trapped firefighter is an important part of every fire department. Safeware-Mallory has equipment specifically designed for RIT/RIC and personal escape devices built into turnout gear as well as tools and equipment brought with a firefighter into a dangerous environment. Safeware-Mallory has to tools for incident command to maintain accountability including PASS units built into SCBAs, standalone PASS devices to alert of down firefighters, and software/manual kits used by command staff to physically track everyone on the fire scene. Incident command software can also

provide information on location through mapping systems, illustrate unit locations and resources, and access preplans to reduce risk and increase firefighter safety.

Recognizing that rehabilitation for personnel was an important part of firefighting operations, the NFPA established NFPA 1584 in 2008 requiring rehab to be built into the incident scene. Safeware-Mallory provides many products and equipment to support rehab including: hydration drinks, cooling devices and temporary shelters designed for hot or cold environments. Safeware-Mallory provides many options for gear bags and packs designed for carrying gear and other equipment for structural firefighting, wildland fire, rescue and EMS. Our web gear options are used to carry personal equipment close to the body and support belts and packs.

Having proper visibility in any environment helps reduce injuries, find victims in low light or smoky conditions. Safeware-Mallory offers a wide-range of personal flashlights, portable scene lighting, handheld and fixed thermal imaging options, search cameras and listening systems for search and rescue.

For fire ground operations, Safeware-Mallory carries a large variety of hand tools including standard irons, hooks, pike poles, forcible entry, pry-bars, and other specialty tools such as hydra rams and K-tools. For elevated operations and access at height, Safeware-Mallory offers many ladder options including aluminum sectional ladders, collapsible ladders and ropes and rigging for technical rescue. Safeware-Mallory provides several options for portable ventilation including electric, battery powered and gas-powered fans.

At the heart of firefighting operations is the ability to put the fire out. Safeware-Mallory carries a large selection of structural firefighting hoses, wildland firefighting, nozzles for attack and truck mounted and appliances to connect and distribute water flow. In cases of smaller fires, portable fire extinguishers are the preferred method for putting the fire out. Safeware-Mallory carries all types and sizes of fire extinguishers including: dry chemical, wet chemical, dry powder, CO2, water, foam, clean agent and concentrated foam for large applications using induction method or through storage tank.

Specialized tools are needed for auto extrications or heavy rescue operations. Safeware-Mallory provides stabilizing tools, hydraulic hand rescue tools including: cutters, spreaders and rams. For heavy lifting, air cushions, and air bags are also available.

Safeware-Mallory offers a wide variety of patient care options including: EMS first aid supplies and bags, heart monitors and AEDs, respiratory products, stretchers and carrying devices.

Operating in a roadway is a dangerous assignment for firefighters, EMS, and law enforcement. Safeware-Mallory carries a large selection of personal safety devices including: hi-visibility clothing, vests, area lighting, e-flares, and message boards.

**Fire & Emergency Response Con't**

Structural, Wildland PPE
5.11
Alliance Fire And Rescue
Bullard
Cairns
Chicago Protective Apparel
Crossfire
Danner
Diamondback Fire & Rescue
Edge Eyewear
ESS
FireDex
HAIX
Hex Armor
Honeywell
Lakeland
Leader
Lion Apparel
MCR Safety
Mechanix Wear
National Safety Apparel
North Safety
Onguard Industries
Pacific
Paulson MFG
PGI
Pyramex
Radians
Shelby Gloves
Tingley
Uvex by Honeywell
Valeo
Veridian Limited
Wiley X
Wolf Peak

RIT Equipment
CMC Rescue
Draeger
MSA
RIT Rescue & Escape Systems
Scott Health & Safety

Bags, Packs & Webbing
5.11
EVAC Systems
Ready Rack
Hallowell-List
OK1
Pelican
R & B Fabrications
Blackhawk
Ziamatic

Thermal Imaging Cameras
FLIR
MSA

Wildland Firefighting
5.11
Lakeland
Tru-Spec
TecGen
PGI
Nupla
True North Gear
Wolfpack Gear

Ergonomics
3M
Allegro Industries
Chase Ergonomics
Ergodyne Corporation
Occunomix
Superior Manufacturing
The Andersen Company

Stationwear
5.11
Benchmark
DRIFIRE
Elbeco
Lakeland
Lion Apparel
Propper
Spiewak
TecGen
Tru-Spec

Accountability
Honeywell
MSA
Scott

Incident Command
Activu Corporation
D4H Technologies Ltd
NowForce
Salamander Technologies
SceneDoc Inc

Personal & Area Lighting
8:12 Illumination
Air Systems
Airstar Safety
Batteries Inc.
Bright Star
CMC Rescue
Eflare
FoxFury
Pelican
Rayovac
Streamlight
Underwater Kinetics

Respiratory Protection & SCBA's
3M
Avon Protection
Bullard
Draeger
Honeywell
MSA
North Safety
Scott Safety

Communications
Savox (ConSpace)
Motorola

Equipment Storage, Bags, Packs
5.11
EVAC Systems
Ready Rack
Hallowell-List
OK1
Pelican
R & B Fabrications
Blackhawk
Ziamatic

Ropes and Rigging
Blue Water Ropes
CMC Rescue
Junkin Safety
Paratech
Phoenix Rescue
PMI, Pigeon Mountain
Yale Cordage

Rehab
Air Shelters USA
Camelbak
DHS Systems
Gatorade
Igloo Products
Progressive Emergency Products
Sqwincher

Tools
Akron Brass Company
5.11 INC
Ampco Safety Tools
Vista Outdoor Sales
FireHooks Unlimited
Husqvarna
Nicol Hose Hook Co.
QEP - Nupla Corp.
Paratech Incorporated
Power Hawk
RIT Safety Solutions

**Fire & Emergency Response Con't**

Hose & Nozzles
Key Fire Hose
Mercedes Textiles Limited
Ansul Incorporated
Akron Brass Company
Elkhart Brass
Kochek Co. Inc.
Niedner
Red Head Brass LLC
Task Force Tips Inc.

Patient Care
AMBU
Cardiac Science
Certified Safety
H&H Medical
North American Rescue
North Safety
Reeves
Skedco
Stryker EMS
Zoll Medical

Search Cameras & Listening Devices
Tactical Electronics

Rescue Tools
Anderson Rescue Solutions
Genesis Rescue Tools
Holmatro
PGI
Prospan
Rock-N-Rescue

Traffic Safety & Message Boards
Accuform Signs
Bone Safety Signs
Checkers
Cortina
Dicke Safety Products
Harris Industries
JBC Safety
Mutual Industries
National Marker
Plasticade
RamStar Safety
VizCon
Wanco

Ladders
Duo Safety
Little Giant

Ropes & Rigging
Blue Water Ropes
CMC Rescue
Junkin Safety
Paratech
Phoenix Rescue
PMI, Pigeon Mountain
Yale Cordage

Fire Extinguishers & Foam
Ansul
Buckeye
Cold Fire Tactical
Combat Support Products
Intelagard
Kidde
Kidde Dual Spectrum
Kidde Fire Fighting
National Foam
North American Rescue

Ventilation
Leader
Tempest Technology

In the years immediately following 9/11, government agencies were tasked with preparing for another terrorist event involving weapons of mass destruction and hazardous material releases. Those primarily responsible for responding included existing HazMat teams who already had experience dealing with various hazards. Safeware-Mallory was instrumental in providing specialized equipment including level A suits and apparel, hazmat gloves and boots, SCBAs and air purifying respirators and instrumentation designed to detect and classify CBRNE materials. When hazardous materials are found, Safeware-Mallory provides the necessary neutralizers, sorbents for absorbing the material, vacuums for dry and wet material, overpacks for disposal and containment devices to prevent the spread of contaminants. Lastly, complete decontamination equipment including; PPE, showers, containment, shelters, and tools for cleaning and protecting both rescuers and victims.

Mass casualty incidents can stretch the capabilities of any agency, but Safeware-Mallory has the equipment to deal with the unique demands of these events for the first responders and hospitals charged with taking care of the patients. Processing large amounts of victims requires facilities that have significant scalability. Our shelters can be increased almost indefinitely and are only restricted to size of the location they are erected on. Trailers for decontamination, lavatories, and housing can be provided but is always preferable that the agency engage Safeware-Mallory to preplan for such contingencies. Safeware-Mallory can develop and maintain prepositioned pods strategically located around an agency or group of agencies such as a metropolitan area and deploy within a short period of time with surge equipment for mass casualty, medical treatment, decontamination, instrumentation for detection, first responder PPE, victim clothing and supplies or any equipment the agency needs to support large incidents that outstrip resources normally carried by first responders.

**Fire & Emergency Response Con't**

Chemical/Bio Protective Suits & Coveralls
Ansell
DuPont
Kappler
Kimberly Clark
Lakeland
National Safety Apparel
Onguard
River City
Radiation Shield Technologies
Tingley Rubber
West Chester

Foot & Leg Protection
Allegro Industries
Danner
Ellwood Safety
Impacto
LaCrosse
North Safety
Onguard
Servus
Tingley Rubber

Chemical Detection
Arizona Instrument
B&W Tek
BIO Systems
BW Technologies
Canberra Industries
Chemring
Crowcon
Draeger
FLIR Detection
GFG Instrumentation
Morphix Technologies
MSA
NEXTTEQ
Proengin
RAE Systems
RKI Instruments
Scott Instruments
SEER Technology
Sensit Technologies
Smiths Detection
Truetech

Hand Protection
Best Glove
ERB Industries
Ergodyne Corporation
Impacto
Kimberly Clark
MAPA Spontex
Mechanix Wear
Memphis
North Safety
Occunomix
PIP
SAS Safety
Stockhausen
Superior Glove
The Safety Zone
Valeo
Wells Lamont
West Chester

Spill Control, Sorbents, Neutralizers, Containment & Vacuums
CEP
Green Stuff
Imbiber Beads
MBT
Oil-Dri
SPC

Decontamination Equipment, Complete Shelter Systems, Trailers & Environmental Systems
Air Shelters USA
Decon7
DHS Systems
DuPont
Force1Decon
HDT Expeditionary Systems
Imbiber Beads
Kappler
Lakeland
TrueTech

Explosive Detection
B&W Tek
Field Forensics
FLIR Detection
Morphix Technologies
Morpho Detection
MSA
RAE Systems
Smiths Detection

Respiratory Protection & SCBAs
3M
Air Systems
Allegro Industries
Avon Protection
Bullard
Draeger
Honeywell
Kimberly Clark
Moldex
MSA
North Safety
Scott Safety
Sundstrom Safety

Biological Detection
ADVNT Biotechnologies
Alexeter Technologies
Bio Shield Technologies
Field Forensics
FLIR Detection
MSA
RAE Systems
Response Biomedical
Smiths Detection

Lead Repair & Control
Gillian
Sensidyne

Radiological Detection
B&W Tek
Berkeley Nucleonics
Canberra Industries
FLIR Detection
Mirion Technologies
MSA
Polimaster
RAE Systems
Smiths Detection

Scene and Patient Management
Accuform
Harris Industries
ML Kishigo
Air Shelters USA
DHS Systems
Progressive Emergency Products

**Fire & Emergency Response Con't**

Incident Command
Accuform
Activu Corporation
D4H Technologies Ltd
ML Kishigo
NowForce
Salamander Technologies
SceneDoc Inc

Temporary Housing/shelters
Air Shelters USA
DHS Systems
Progressive Emergency Products

Nuclear Detection
Berkeley Nucleonics
MSA
RAE Systems
Smiths Detection

Scene and Patient Management
Accuform
Harris Industries
ML Kishigo
Air Shelters USA
DHS Systems
Progressive Emergency Products

Safeware-Mallory provides head to toe personal protective equipment for law enforcement including; apparel, uniforms, head protection, ballistic eyewear, hearing protection with integrated communications, protective and cut resistant gloves, respiratory protection including particulate masks, air purifying respirators and SCBAs for hazardous drug lab environments, individual flashlights and area/scene lighting, handheld and mounted thermal imaging cameras and traffic safety PPE and scene equipment.

LE Apparel
5.11
ArcTeryx
Champion
Drifire
Elbeco
ML Kishigo
Neese
Propper International
Spiewak
Tru-Spec
XGO
Crewboss

Eyewear
3M
Bolle
Crossfire Safety
Edge Eyewear
ESS
MSA
Paulson
Pyramex
Radians
Revision Military
Smith Optics
Wiley-X

Hearing Protection
3M Peltor
Howard Leight
MSA

Thermal Imaging
FLIR

Respiratory Protection
3M
Avon Protection
Draeger
Honeywell
MSA
Scott Safety

Flashlights & Area Lighting
Airstar Safety
Blackhawk
Brite-Strike
Caylume
Eflare
FoxFury
Night Stick by Bayco
Pelican
Princeton Tec
Streamlight
SureFire

Traffic Safety
Bone Safety Sign
Eflare
Harris Industries
JBC Safety
Kustom Signals
ML Kishigo
MPH Industries
Stalker Radar
Wanco

**14. TRAFFIC SAFETY**

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

Traffic safety, whether you are a worker repairing a road or a first responder operating on a highway, is inherently dangerous for everyone involved and proper notification devices including Hi-Viz apparel is essential equipment. Safeware-Mallory has been working with construction, local and state DOTs, law enforcement and first responders for over 70 years helping to supply traffic safety equipment and apparel. Safety apparel for road use has specific requirements that vary by state and Safeware-Mallory can supply all classes of apparel including I, II, and III in accordance with State and local laws. For temporary location or scene barricades, Safeware-Mallory offers barricade tapes in many styles and materials. Roadway traffic control such as cones, delineator posts, flags, triangles, signs and stands, paddles, fences, wind socks, emergency kits, message boards and flares are core offerings for Safeware-Mallory.

Traffic Control & Message Boards
Accuform Signs
Bone Safety Signs
Checkers
Cortina
Dicke Safety Products
Harris Industries
JBC Safety
Mutual Industries
National Marker
Plasticade
RamStar Safety
VizCon
Wanco

Hi-Vis & Traffic Safety Apparel
Ergodyne
Lakeland
ML Kishigo
Mutual Industries
Nasco
Neese Industries
Occunomix
PIP
RamStar Safety
River City
Tingley Rubber
VizCon

**15. FACILITY SAFETY AND MAINTENANCE**

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

Providing a safe workplace requires a plan, knowledge of the potential hazards, and experience to successfully implement that program. Every business needs a safety program from the small warehouse to a complex manufacturing facility and there are few who are as uniquely qualified to provide support of that plan as Safeware-Mallory. Most supply companies, who supply safety equipment, simply distribute the product with limited support and expertise, whereas Safeware-Mallory's salesforce has been working in the most complex business environments for decades providing solutions to the unique safety needs of our customers. Many of our salesforce are QSSP (Qualified Safety Sales Professional) certified which means that in addition to their field experience, they have been formally trained through an intensive course on technical and regulatory fundamentals of workplace safety and health sponsored by the International Safety Equipment Association (ISEA). Larger customers who face complex safety requirements, invite our sales professionals to play an important role as a member on their safety committee regularly sitting in on meetings to provide direction and material support. In the field Safeware-Mallory sales professionals can participate in comprehensive safety program creation, perform safety audits and supply equipment and recommendations to comply with Federal OSHA regulations and applicable State and local laws for a wide range of hazards including but not limited to: PPE (personal protective equipment) requirements; noise monitoring and personal communication equipment; fixed and portable eyewash station products and strategic placement; fire extinguishers and placement; hazard labeling including label makers; portable lighting both personal and area scene illumination; lockout/tag-out equipment for applications such as electrical circuits, pipe valves confined space applications; material storage and handling for hazardous materials through moving devices such as dollies and carts, bins, bottle carriers, chests and lockers; complete signage and tag requirements from parking lot to bathrooms and all hazard signs and tags; ergonomic matting used for slip protection and anti-fatigue; hazard waste disposal equipment; industrial wipers including cloth, paper and synthetic materials used for any application; welding PPE including head to toe clothing, helmets and goggles, ventilation equipment, air monitoring and respiratory protection equipment.

Safeware-Mallory has a full range of equipment and facility maintenance supplies including: abrasives, adhesives, sealants and tapes, electrical, HVAC and plumbing, janitorial, lubricants and penetrants, MRO, paint, tarps, hand tools, power tools, measuring and leveling, lawn and garden, and welding equipment.



**Facility Safety and Maintenance, Con't**

Abrasives
3M
AutoQuip Inc.
Bright Boy
Brush Research Mfg.
Camel Grinding Wheels
Carborundum Abrasives N.A.
Clover Compounds
Cratex Mfg.
Desmond-Stephan Mfg.
Diamond Machining Technology
Divine Brothers
Eze Lap Diamond
Flex-Hone
Formax Mfg.
Granlund Eng.
Klingspor Abrasives
L. R. Oliver & Co.
Merit Abrasives Products
Norton
Osborn Brush
Rex-Cut Products
Spartan Felt
Standard Abrasives
Strauss & Co.
Superior Abrasives
Surf-Pro
United Abrasives
Weiler Corp.
Wm. Sopko & Sons
Radiac
Pferd

Communications
Savox (ConSpace)
CavCom

Material Handling & Waste Storage
3M
American Innotek
Eagle Manufacturing
Justrite
Kimberly Clark
Louisville Ladder
Quantum Storage Systems
UltraTech

Measuring & Leveling
A & D Weighing
Baker Gauge
Barcor
Bausch and Lomb
Blake
Blohm
Brown & Sharpe

Janitorial
Kimberly Clark
GOJO
Buffalo Industries
simple Green
Lagasse
Rubbermaid
Scrubs
CRC
Clorox Healthcare
Lysol
ITW Dymon

MRO
Rubbermaid
SPC
Brady
Accuform
Master Lock
Abus
Stanley Black and Decker
Milwaukee Tool
Makita
Dynabrade
Apex Tool
Snap On
Proto
Akro Mills
Greenlee
Starrett

Adhesives, Sealants & Tapes
3M
ECHO
Adhesive Research
Intertape
LPS
LockTite
CRC
Nashua Tape
Rectoseal
Harris
Nitto Denko
Tesa

Hand Tools
Alden Corp.
Allen
Apex
Armstrong Tools
Arrow Fastening
Bahco
Bessey

Lubricants & Penetrants
Aerove Pacific
AGS
Amflo
Ashburn Chemical
B'Laster Chemical Corp.
Canode
Cedarberg
Cimcool
CRC Industries
Crown
Dutton-Lainson
Graymills
ITW Accu-lube
ITW Dykem
ITW Dymon
ITW LPS
ITW Rustlick
ITW Safetap
ITW Tapmatic
Jet Lube
Kool Mist
Krylon
Little Giant Pump
Laco/Markal
Legacy
Loc-Line
Loctite
Milwaukee Sprayer
Mobil
Monroe Fluid Technologies
National
Noga
Permatex
Precision Brand
Relton
Ridgid Tool
Simple Green
Starrett
Tap Magic
Trico Mfg.
Vaughan Chemical
Walter Valenite
WD-40
Wesco Tool
Zebra Skimmers

Power Tools
Air Supreme
Air Turbine
AMFLO
Bogdan/Morse
Bosch
Chicago-Pneumatic
Coilhose

Donegan Optical
Dyer
Empire Level
Etalon
Fisher Machine
Flexbar
Flynn Machine
Fowler
Gar
Gem Instrument
General Tool
Hawkeye Borescopes
Imada
Indicol
Industrial Press
Interapid
Lisle
Lufkin
Mahr/Federal
Master-View
Mikemaster
Mitutoyo
Noga
Pelouze
Procheck
Products Engineering
Reprorubber
Rex Durometers
S-T Industries
Santronics
Sequoia Publishing
Starrett
Suburban Tool
Teclock
Teco
Tesa
Toolmex
Valtra
Vermont Gage
Versa Holder
VO Scope

Bondhus
C.H. Hanson
CDI
Channelock
Crescent
Dremel
Eklind
Emhart
Fiskars
Garland Mfg.
Gear Wrench
General Tool
Gerber
H.K. Porter
Hackett Brass
Hanson Tools
Heimann
Irwin
Kastar
Lang
Lisle
Lutz
Martronics
Mayhew
MIT
Nicholson
Olfa
Posi-Lock
Red Devil
Rhino
Ridgid Tool
Rite-Mark
SIC Marking
Simonds
Snap-on Bahco
Snap-on CDI
Snap-on Williams
Spellmaco
Starrett
U.S. Blade
Vaughan & Bushnell Mfg.
Vise-Grip
Walton
Weller
Wiha
Wiss
Wright Tool
Young Brothers

Cox Reel
DeWalt
Dremel
Dumore
Dynabrade
Florida Pneumatic
Foredom Electric
Guardair
Hougen
Jet
Legacy Manufacturing Co.
Lisle
Milwaukee Electric
MIT
Morse Metal Devil
Pit-Pro
Porter-Cable
Rapidkut
Reelcraft
Rico
SGS
Skil
Snap-on / Bahco
Starlite Ind.
Steinel
Universal Tool

<b>Welding</b>
3M
Fibre-Metal
Kimberly Clark
MSA
North Safety
Weldas
Tregaskiss
SGS
Jackson
Victor
Arcos
Pennical Alloy
ARCAIR
Hobart
Lincoln Electric

**Facility Safety and Maintenance, Con't**

Facility Identification, Label Makers & Lockout/Tagout
Accuform Signs
Brady
Harris Industries
National Marker
Brady
Honeywell
Master Lock

Fire Extinguishers
Buckeye
Cold Fire Tactical
Intelegard
Kidde
North American Rescue

Personal & Area Lighting
8:12 Illumination
Air Systems
Airstar Safety
Batteries Inc.
Bright Star
CMC Rescue
Eflare
FoxFury
Pelican
Rayovac
Streamlight
Underwater Kinetics

Wipers
Kimberly Clark

Anti-Fatigue PPE & AF Matting
3M
Allegro Industries
Chase Ergonomics
Ergodyne Corporation
Occunomix
Superior Manufacturing
The Andersen Company

Eye Wash & Showers
Fendall
First Aid Only
Haws
Honeywell
North Safety
PAC-KIT
Speakman Safety

**16. FALL PROTECTION AND CONFINED SPACE**

Systems and equipment to protect from death and injury when working in a confined space, or working at height aiding in fall arrest, worker positioning, restraint, suspension, rescue. Including, but not limited to items such as: Self-Retracting life lines (SRLs), tripods, blowers, harnesses, rope, carabiners, etc.

Accidental falls can happen from almost any height, from a few feet on a ladder to hundreds of feet working on new construction project or repairing a wind turbine. A 150 pound person falling 6 feet will generate over 1,000 lbs. of force which is why OSHA requires fall protection equipment for employees working on heights 6 feet and above. Safeware-Mallory from our respective beginnings have supporting construction companies, first responders for rescue applications and many other industries supplying a wide range of fall protection equipment and engineered systems including; SRLs (self-retracting lifelines), tripods, harnesses, rope, carabiners, winches, guardrails, anchors, horizontal and vertical systems, belts and netting systems.

Safeware/Mallory has a ISO Certified work at height training division, ENSA North America. ENSA provides work-at-height safety positioning and rescue training, support and rigging services, confined space NFPA 70E and OSHA 10 and 30-hour courses to a variety of customers In Wind Power, Telecom, Fire, Utilities, Energy, Bridges, Solar, Suspended Platforms and Dams. With 10 training facilities located through the US ENSA can facilitate training in any region of the country. Additionally, we have two mobile training towers which allow us to do on-site training for those customers who cannot travel. This isn't standard compliance training but a hands-on training where students practice a variety of skills in a practical training environment.

Confined space is defined as any space that has limited or restricted means for entry or exit and is not designed for continuous occupancy. There are many instances where personnel need to enter a confined space such as a tank, vessel, man hole, tunnels, hoppers etc. either as a construction worker, for repair and service or first responder to pull a victim out of the space. All face the same challenges and need experts to help source and recommend the proper equipment for the specific application.

Safeware-Mallory are experts in confined space preparation and can provide complete equipment packages and training including: fall protection equipment; harnesses, rope, carabiners, tripods, winches, ventilation equipment; blowers, ducting, communications equipment, air monitoring; gas detection and air sampling, lockout/tag-out, and head to toe PPE.

Confined Space Equipment	Fall Protection
3M	3M
Air Systems	Blue Water Ropes
Allegro Industries	CMC Rescue
Biosystems	DBI
Bullard	FallTech
BW Technologies	Guardian Fall Protection
CMC Rescue	Junkin Safety
DBI	Miller by Honeywell
Draeger	MSA
Ergodyne Corporation	Pigeon Mountain
Guardian Fall Protection	Teufelberger
Miller	Yale Cordage
MSA	
RAE Systems	
RKI Instruments	
Savox	
Scott Safety	
Pinnacle Climate Technologies	

**17. MEDICAL AND FIRST AID SUPPLIES**

- a. First aid kits, refills, and blood borne pathogen response kits
- b. Burn care
- c. Medicinals such as antacids, aspirin and non-aspirin pain relief, cold and sinus medication
- d. Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
- e. Heat-Stress relief such as fluid replacement drinks and coolers

No matter what the facility, work vehicle, jobsite, police car or ambulance, a comprehensive first aid kit and supplies designed for the correct application and skill level of the user is essential. Safeware-Mallory has been supplying first aid kits and components to businesses and government agencies since our inception. Safeware-Mallory has continually helped our customers keep up with the latest technology and changing ANSI/ISEA standards. Smart first aid cabinets keep track of stock and allow the user to reorder supplies using a phone application. When the ANSI/ISEA standards were updated in 2015, Safeware-Mallory worked with customers to update kits by augmenting or replacing their existing units. Through our suppliers, we offer top quality first aid kits and refills, BBP (blood borne pathogen) kits for cleaning up fluids, burn care dressings, medicinals such as antacids, aspirin and non-aspirin pain relief, cold and sinus medication. For law enforcement, Safeware-Mallory offers tactical first aid kits for rapid response for individual use and mass causality incidents.

Skin care products are a must for many different environments where bare hands are exposed to contaminate and dirt, heavy-duty cleansers are needed. Where continual use of latex or nitrile gloves will dry out hands and medicated and protective skin creams are essential to reduce excessive drying and cracking. Safeware-Mallory offers high-quality cleansers and skin creams for every application.

**Medical and First Aid Con't**

Working in the outdoors, personnel face many hazards including biting insects, sun and poisonous plants. Safeware-Mallory can supply a wide-range of insect repellents, poison ivy relief and pre-exposure lotion, and sunscreen.

Hot work environments will quickly drain the energy from workers causing fatigue and reduced focus on the activity potentially endangering themselves and others. Safeware-Mallory offers many heat-stress relief including; clothing designed for hot environments, cooling vests and clothing, sports drinks in ready to drink, concentrated liquids, power mix, coolers, bottles, and backpacks.

First Aid & Medicinals
Certified Safety
Chinook Medical Gear
Combat Medical Systems
First Aid Only
H&H Medical
JBC Corp
Junkin Safety
North American Rescue
North Safety
Tactical Medical Solutions

Heat Stress
Camelbak
Ergodyne Corporation
Igloo Products
Occunomix
PIP
Sqwincher
Gatorade

Skin Care & Outdoor Use
ARI
Certified Safety
CoreTex Products
First Aid Only
Gojo
North Safety
Stockhausen

**18. CBRNE REFERENCE MATERIALS**

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

- a. NFPA Guide to hazardous materials
- b. NIOSH Hazardous Materials Pocket Guide
- c. North American Emergency Response Guide
- d. Jane’s Chem-Bio Handbook
- e. First Responder Job Aids

Safeware-Mallory has a large library of reference materials for both first responders and industrial applications including NFPA guide to hazardous materials, NIOSH Hazardous Materials Pocket Guide, North American Emergency Response Guide, Jane’s Chem-Bio Handbook, and First Responder Job Aids.

Reference Materials
JJ Keller

**19. AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs)**

Portable, personal, and medical automatic external defibrillators, AED trainers, accessories and replacement parts.

Safeware-Mallory supplies and supports the top portable AED (automatic external defibrillator) manufacturers for both personal and medical applications including; AED trainers, accessories and replacement parts. In addition to supplying AEDs, accessories and parts, Safeware-Mallory also provides AED program management software that is comprehensive yet simple tracing of all vital components of the program providing interactive reporting and escalating notification system for maintenance, battery and accessory expiration dates.

AEDs
Cardiac Science
Defibtech
Physio Control
Philips
Zoll Medical

AED Accessories & Cabinets
Allegro Industries
Cardiac Science
Defibtech
Physio Control
Philips
Zoll Medical

**20. AMMUNITION/LESS THAN LETHAL MUNITIONS**

Including ammunition for police weapons and munitions such as OC Spray, rubber bullets, flash bangs, crowd and riot suppressants.

In the event of a public disturbance, barricaded subject or other law enforcement situation, less lethal means of submission is a preferred response. Safeware-Mallory supplies several of the top manufacturers of aerosols, chemical munitions including OC spray for individual and crowd suppressants, impact munitions including bean bags and rubber bullets, flash bangs, sting-ball grenades as well as 37/38 and 40 mm launchers.

Less Than Lethal
Combined Systems
Defense Technology
FNH
Royal Arms
Sage Control Ordnance

**21. CIVIL DISTURBANCE GEAR**

All gear necessary for officer protection and control during civil disturbance events/riots. Including, but not limited to: Shields, riot helmets, pad, FR outerwear, FR base layer, boots, gloves, duty belts, batons, animal protection (horses, canine)

Civil disturbance/ public order (PO) has been on the rise in recent years due to public unrest over police actions. Safeware-Mallory has been on the forefront of providing internationally sourced equipment to law enforcement agencies across the country as well as a grass roots effort to teach best practices in public disorder response. A brief history: The US has lagged well behind our European counterparts in public disorder response where countries such as Great Britain has been dealing with deadly riots for many decades and as a result has cultivated best practices for law enforcement protocols and as well as government standards on equipment specific to civil disturbance. Without NIJ standards relating to riot equipment guiding US manufacturers, the level of protection was subject to their discretion resulting in subpar protection compared to equipment used in the European Union. In the absence of viable US manufactured equipment, Safeware-Mallory has directly sourced certain products from Great Britain and Germany providing the highest level of protection which meet or exceeds British Public Order Standard BS 7971.

Safeware-Mallory supplies the complete public order/ civil disturbance package including: shields; solo, 4 and 6 foot interlocking shields, helmets; riot and ballistic, fire resistant clothing; outer pants and jackets, base layer socks, pants, shirts, hoods, specialized Public Order fire resistant gloves, duty belts and harnesses, carrier vests, identification labels and lights, batons, and specialized riot response vehicles. Safeware-Mallory supplies Public Order equipment to outfit both equestrian and canine units.

Safeware-Mallory has teamed up with Survival Edge Tactical Systems to provide comprehensive multi-day training for Public Order response and preparation.

Public Order Gear
Armadillo Merino
Cold Fire Tactical
Damascus
DMS Protective Equipment
FirstSpear
Gentex Corporation
Hatch
Limited Leather & Tool
Magnum Boots
Mehler LE
Original SWAT
S&S Precision
Survival Edge Tactical
Yaffy Protective Clothing
United Shield
5.11

**22. DIVE GEAR/UNDERWATER RECOVERY/WATER SAFETY**

Dive suits, underwater robots, boats, dry suits, Personal Flotation Devices (PFDs)

Dive teams for law enforcement and fire & rescue are specialized, highly trained and require quality equipment that won't fail during a mission. Safeware-Mallory has been working closely with the dive and maritime community for many years supporting through product, training and regional events. Safeware-Mallory works with each unit, law enforcement dive and recovery, water rescue and swift water rescue, marine patrol and safety by supplying equipment including; dive dry and wet suites, under water robots for movement and recovery, metal and inflatable rescue boats, ropes and harnesses, and PFD's for water safety used in every application.

Safeware is one of three stocking suppliers in the country for one of the highest regarded water safety manufacturers, Mustang Survival and supplied 55 sets of gear for first responders in the aftermath of hurricane Sandy within 24 hours of the request.

Water Safety & Dive Gear
Ansell
Aqua Lung
CMC Rescue
Demaree Inflatable Boats
Diving Unlimited International
Mistral Security
Mustang
NRS
Stearns
Zodiac

**23. POLICE FLEET MANAGEMENT PRODUCTS**

Equipment relating to the outfitting and maintenance of vehicles, including but not limited to sirens, lights, speed cameras, RADAR.

When upgrades to law enforcement vehicles are necessary, Safeware-Mallory has the products to meet our customer's needs including; emergency lighting, sirens, ballistic up-fitting, radar and laser speed cameras.

Fleet Management
Kustom Signals
LDV
Lenco Industries
MPH Industries
Nomad Global Communications Solutions
North American Signal
Sound off
Stalker Radar
Troy Products



**24. LAW ENFORCEMENT SOFTWARE**

Including but not limited to facial recognition products, shot tracking software, license plate recognition, any criminal investigative software.

Technology for law enforcement is continually making great strides in the sophistication and benefit of utilizing big data to help policing at every level. Safeware-Mallory can provide engineering and implementation of hardware and software to support facial recognition, community shot tracking, social media surveillance, crime statistics and analytics, computer aided dispatch, records management, mobile reporting, command/control center operations, and physical and cloud storage.

Safeware-Mallory provides design, engineering, installation and maintenance for Vehicle identification and intelligent transportation systems through automatic license plate recognition camera solutions (LPR) utilizing visual, electronic, acoustic, LASER-RADAR methods for both fixed and portable installations.

Software
AeroComputers
Cognitec
Mark43
SceneDoc

Shot Tracking
Shot Spotter
Shot Detection Systems

License Plate Recognition
3M
Cintel
Vetted Security Solutions
Vigilant Solutions

**25. PUBLIC SAFETY AVIATION- HELICOPTERS**

Equipment and services related to the purchase of helicopter and associated maintenance, UAV, UAW, and accessories, aviation software, aircraft.

Aviation units are typically reserved for larger departments due to the expense and complexity of running and maintaining readiness. Safeware-Mallory has successfully supported the unique needs of municipal and state aviation units post helicopter purchase with a full suite of electronic upgrades and mission specific equipment for both law enforcement and search and rescue applications. Advancement of technology happens at a blistering pace and keeping up is a challenge, but Safeware-Mallory’s suppliers provide the cutting edge in HD video and optics including thermal, infrared and low light. Knowing what you are looking at is critical but equally as important is where you are. Our partner’s provide the latest in augmented reality mapping software combing multiple mapping layers reflecting terrain and street maps with addressing.

When manned aircraft is not an option, Safeware-Mallory offers a host of Unmanned Arial Vehicles (UAV) designed for surveillance, search and rescue operations, fire ground situational awareness, wildland fire fighting, utility surveys and law enforcement. Our UAVs include fixed wing and single or multi rotor with a wide range of electronics packages, weight capacities and flight time capabilities to meet the needs of our customers.

Aviation
Avenge, Inc.
Churchill Navigation
Macro-Blue
FLIR
IMT Downlink

UAVs
Aeryon Labs
FLIR
Leptron
RP Flight Systems
Tactical Electronics
Vetted Security Solutions

**26. PUBLIC SAFETY UNIFORMS**

Class A uniforms, Class B uniforms, BDUs, NFPA compliant footwear.

Uniforms are much more than just looking good, they must include features that support the needs of the wearers from fit to the utilization of specialized materials. Safeware-Mallory offers the latest in uniform technology from many of the top brands supporting all applications including general workers, fire departments, law enforcement, and special operations with Class A for formal events, Class B for station wear or patrol, BDUs for special operations, and footwear including NFPA compliant where a fire hazard is present. Safeware-Mallory offers a large selection of specialized clothing for cold and warm applications, bike patrol, equestrian, NFPA compliant and other special operations. Accessories such as buttons, patches, insignia, belts, ties, hats, name tags can be provided both separately or pre-attached depending on the customer’s requirements.

Once uniforms have been selected, Safeware-Mallory can create agency specific programs utilizing the manufacturers of choice to streamline procurement while maintaining the strict guidelines for uniform consistency. Where uniform fitting is required, Safeware-Mallory will partner with local businesses in relation to the specific agency and provide fitting and tailoring services in order to deliver turn-key solutions.

Uniforms & Clothing	Footwear
5.11	5.11
Arc’Teryx	Black Diamond Tactical
Champion	Blackhawk
Crewboss	Danner
Drifire	Haix
Elbeco	Onguard
ML Kishigo	Original SWAT
Neese	Timberland Pro
Propper International	Tingley
Spiewak	
Tru-Spec	
XGO	

**27. VEHICLES**

Any public safety vehicles including but not limited to: armored vehicles, ATVs, Command vehicles, bomb trucks.

Vehicles designed for public safety have unique requirements common across different agencies however the final product can vary greatly. Safeware-Mallory has a wide range of manufacturers who can engineer, design, build and assemble custom vehicles from the ground up including; armored, command and communications, chief’s car, EMS responder, fire trucks, first responder utility, EOD (bomb truck), surveillance, SWAT/ rapid response, CBRN disposal trailers and ATVs.

Vehicles
ICS
LDV
Lenco Industries
Nomad Global Communications Solutions
Polaris
Troy Products

**28. TRAINERS AND TRAINING EQUIPMENT**

For example fire trainers, simulators, training props.

Training is critical to any organization and Safeware-Mallory has the training aids to fit the needs of our customers. Firefighting simulators rang in all sizes including; gas grills, vehicles, tanker trucks, flashover simulators, fixed buildings, mobile trailers, airplanes, helicopters and ships which can be designed and built according to our customers specifications. Ongoing maintenance and support is also provided. Other simulators for firefighting include software applications that teach apparatus driving and incident command and control as well as mannequins used in first aid, CPR and extreme injury training.

Law enforcement simulators supported by Safeware-Mallory include firearm training and active shooter scenarios both utilizing software-based applications as well as live instructor led classes. In live training scenarios, training ammunition and firearms are a capability of Safeware-Mallory. Safeware-Mallory also provides products used by K9 teams for control, bite and take-down and obstacle courses.

Safeware-Mallory offers a wide variety of safety training for both first responders as well as general industry. Through Safeware-Mallory’s Safety Management Services division, we specialize in providing degreed safety professionals in a variety of disciplines including but not limited to Safety, Industrial Hygiene, Health Physics, Construction Management, and First Aid for either short or long-term engagements. In addition, our 45 staffed professionals can perform third party safety audits, expert witness, job hazard analysis, accident investigation and safety and health plan reviews.

Training Equipment & Services
Combined Systems
ITTS
LE Targets
Monadnock
Safariland
Simulaids
Survival Edge Tactical
Techline Technologies
UTM
VirTra Systems

K9 Training
Castle K-9
K9 Guardian
Ray Allen

Safeware Training
NFPA
OSHA
HAZMAT

**29. VENDING SOLUTIONS**

Service and equipment to supply and manage an on-site vending program with contract relevant contents for refill, such as PPE, eyewear, ear plugs, gloves, etc. Solution to include:

- a. Real time usage reporting by employee, item, department, or cost code
- b. Low stock/out of stock alert for both supplier and customer
- c. Ability to restrict items by time, item, employee, or usage
- d. Ability to dispense both large and small items

We believe so strongly in the potential cost savings of vending we built our own vending company, SNAPVEND. Over 1200 machines have been deployed nationally with hundreds of customers such as Tesla, City of Tacoma, Clearwater Paper and Weyerhaeuser.

Vending programs can save up to 30% in product usage, drastically cut down walk time by placing frequently used items closer to the work, improves accountability and inventory usage and forecasting capabilities.

Unlike some other vending based inventory management solutions, Safeware/Mallory uses modern Web Technologies to provide real-time access to your data. Generating usage reports, setting restrictions on inventory usage, deploying new machines, and most other management operations require nothing more than an internet connection and a modern web browser. No extra software to install or keep updated means that you can focus on what the data means instead of how the system works. Our reporting capabilities include everything in the RFQ Scope of Work and more. A short training sessions empowers our customers to have a much or as little access to the software as they wish. We believe transparency is the foundation of a good vending program. Below is a sample of a few of our key reports.

Bin	Mfg. Item #	Mfg. Name	Item #	Description	Package Qty	Non-Consumed	Count	Critical	Min	Max	Coil	Percent Full
10-G14	MCRSA-LW310AF	MCR	MCRSA-LW310AF	Foam Lined Safety Glasses, Anti-Fog [PR]	1	0	138 0	42	138	138		100%
24-G4	DM-SG1100CAF-TESLA	DM	DM-SG1100CAF-TESLA	Clear Anti-Fog Safety Glasses [EA]	1	0	28 0	14	40	40		70%
28	DM-SG1000C-TESLA	DM	DM-SG1000C-TESLA	Clear OTG Safety Glasses [PR]	1	0	10 0	4	10	10		100%
29	CHOCT-RWB-VP	CHOCT	CHOCT-RWB-VP	Watch, Ring and Belt cover kit [PK]	1	0	15 0	4	15	15		100%
30	8515	3M	8515	N95 Disposable Respirator [EA]	1	0	9 0	4	9	9		100%
31	TRAFGL-TG3500BT1	TRAFGL	TRAFGL-TG3500BT1	3 Digit Fingerless Glove CL3 Size 8 [PR]	1	0	12 0	4	12	12		100%
32	TRAFGL-TG35009T1	TRAFGL	TRAFGL-TG35009T1	3 Digit Fingerless Glove CL3 Size 9 [PR]	1	0	11 0	4	12	12		91.67%
33	TRAFGL-TG35010T1	TRAFGL	TRAFGL-TG35010T1	3 Digit Fingerless Glove CL3 Size 10 [PR]	1	0	12 0	4	12	12		100%
34-G3	SD250-8	MGS	MGS-SD250-8	PU Coated Glv CL 2 Sz 8 [PR]	1	0	32 0	12	36	36		88.89%
37-G2	SD250-9	MGS	MGS-SD250-9	PU Coated Glv CL 2 Sz 9 [PR]	1	0	20 0	8	24	24		83.33%
39	SD250-10	MGS	MGS-SD250-10	PU Coated Glv CL 2 Sz 10 [PR]	1	0	11 0	4	12	12		91.67%
41-G8	OTTIN-E3942003E	OTTO	OTTIN-E3942003E	MESH BACK [EA]	1	0	44 0	16	48	48		91.67%
57	VPAM-W567	Mega Comfort	VPAM-W567	Anti Fatigue Insoles Sz W567 [PR]	1	0	9 0	3	9	9		100%
59	VPAM-M67/W89	Mega Comfort	VPAM-M67/W89	Anti Fatigue Insoles Sz M67/W89 [PR]	1	0	9 0	3	9	9		100%
61	VPAM-H89/W1011	Mega Comfort	VPAM-H89/W1011	Anti Fatigue Insoles Sz H89/W1011 [PR]	1	0	9 0	3	9	9		100%
63-G2	VPAM-M1011/W1213	Mega Comfort	VPAM-M1011/W1213	Anti Fatigue Insoles Sz M1011/W1213 [PR]	1	0	18 0	6	18	18		100%
67	VPAM-M1213	Mega Comfort	VPAM-M1213	Anti Fatigue Insoles Sz M1213 [PR]	1	0	9 0	3	9	9		100%
69	VPAM-M1415	Mega Comfort	VPAM-M1415	Anti Fatigue Insoles Sz M1415 [PR]	1	0	9 0	3	9	9		100%
												93.97%

Our Machine Health Report tells us the inventory status of each coil in a machine. An alert is sent to both our customers and our Vending team when coil quantities hit yellow or red status. Thus warning us about a potential stock out before it happens.

Our vending solution eliminates the need for on board hard drives and pushes the software to the cloud allowing for lower overall costs, higher up times and less maintenance. The lower cost allows us to deploy vending for FREE to our customers in exchange for a marginal buying commitment.

Machine: 2nd & Pike Sellen - 2nd and Pike - PPE #1 - TBD  
# of Days To Analyze: 30 Days Between Restock: 3

Item #	Description	Package Qty.	Average Sales Per Day	Current Max	Inventory Cost	Suggested Max	Projected Cost
DM-SG1100C-V	SAFETY GLASSES 1100 SERIES CLEAR [EA]	1	0.10	20	\$0.00	1	\$0.00
DM-SG1100IO-V	DIAMOND M 1100 INDOOR/OUTDOOR [EA]	1	0.13	10	\$0.00	1	\$0.00
DM-SG1100A-V	DIAMOND M 1100 AMBER [EA]	1	0.07	10	\$0.00	1	\$0.00
DM-SG1100S-V	SAFETY GLASSES 1100 SERIES SMOKE LENS [EA]	1	0.03	10	\$0.00	1	\$0.00
DM-SG4200C-V	Glasses Clear [EA]	1	0.20	12	\$0.00	1	\$0.00
DM-SG4200IO-V	In/Outdoor Nemesis [EA]	1	0.10	6	\$0.00	1	\$0.00
DM-SG4200A-V	Glasses Amber [EA]	1	0.07	6	\$0.00	1	\$0.00
DM-SG4200SM-V	Smoke Nemesis [EA]	1		6	\$0.00	0	\$0.00
MAJGL-3437-SM-V	Glove Dyneema, Cut 3 - SML [PR]	1	0.03	10	\$0.00	1	\$0.00
MAJGL-3437-MD-V	Dyneema 13 GA seamless knit Size MD [PR]	1	0.07	30	\$0.00	1	\$0.00
MAJGL-3437-LG-V	Dyneema 13 GA seamless knit Size LG [PR]	1	0.27	30	\$0.00	1	\$0.00
MAJGL-3437-XL-V	Dyneema 13 GA seamless knit Size XL [PR]	1	0.13	20	\$0.00	1	\$0.00
MAJGL-3437-2X-V	Majestic cut 3 2XL [PR]	1		10	\$0.00	0	\$0.00
SHOWA-377-07-V	ATLAS FOAM GRIP BLUE GLOVE BLACK PALM ME [PR]	1	0.10	30	\$0.00	1	\$0.00
SHOWA-377-08-V	Atlas Foam Grip Blue Glove Black Palm - Large [PR]	1	0.07	30	\$0.00	1	\$0.00
SHOWA-377-09-V	ATLAS FOAM GRIP XL BLUE GLOVE BLACK PALM [PR]	1		30	\$0.00	0	\$0.00
SHOWA-377-10-V	Glove Foam Grip Blue 2X [PR]	1		10	\$0.00	0	\$0.00
MAJGL-75222-MD-V	Vest Class 2 Medium [EA]	1		6	\$0.00	0	\$0.00
ANSEL-11830-7-V	WHITE NYLON COATED GLOVES SMALL [PR]	1		19	\$0.00	0	\$0.00
ANSEL-11830-8-V	WHITE NYLON COATED GLOVE MEDIUM [PR]	1	0.03	19	\$0.00	1	\$0.00
ANSEL-11830-9-V	WHITE NYLON COATED GLOVE LARGE [PR]	1	0.17	19	\$0.00	1	\$0.00
ANSEL-11830-10-V	WHITE NYLON COATED GLOVE X-LARGE [PR]	1		17	\$0.00	0	\$0.00

The Par Optimization report assists us in establishing refill quantities and frequency needed to maintain a 100% fill rate.

### 30. RELATED SERVICES

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

Safeware-Mallory provides added value services including: SCBA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, level A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance and breathing air testing.

Safeware-Mallory also provides many onsite and online training classes on a wide range of topics including:

- Aerial Work/Lift Platforms
- Back Safety
- Bloodborne Pathogens
- Bucket Truck Safety
- Chainsaw Safety
- Confined Space Entry Awareness
- Confined Space Entry Operations
- Confined Space Rescue
- Cranes, Hoists & Lifts
- Crane Safety Awareness
- Defensive Driver (National Safety Council Certification)
- Developing Effective Safety Action Teams
- Do Your Own OSHA Inspection
- Electrical Safe Work Practices
- Emergency Action Plans
- Evacuation Plans that Work
- Ergonomics Hazard Assessment
- Establishing a Safety & Health Committee
- Fall Protection Awareness
- Fall Protection Competent Person
- Fire Prevention & Fire Extinguishers
- First Aid CPR AED (National Safety Council Certification)
- Flagger Certification (National Safety Council Certification)
- Forklift Operator (industrial/warehouse)
- Forklift Train the Trainer
- Hand & Portable Power Tools
- Hazard Communication/Right to Know
- Hazard Identification
- Hazardous Materials Awareness (initial and refresher)
- Hazardous Materials Operations / Spill Response Team (initial and refresher)
- Hazardous Materials 24 Hour Technician (initial and refresher)
- Hazardous Waste Management (initial and refresher)
- Hearing Conservation
- High Voltage Electrical Safety
- Hoists & Overhead Cranes
- Job Safety Analysis/Job Hazard Analysis
- Ladder Safety
- Lead Safety
- Lockout/Tagout Electrical Safety (authorized, affected and other)
- Law Enforcement Public Order Civil Unrest
- Law Enforcement Public Order Command Foundation Course
- Machine Guarding
- Material Handling
- Mobile Cranes & Rigging
- NFPA70E
- OSHA 10-hour General Industry
- OSHA 10-hour Construction
- OSHA 30-hour General Industry
- OSHA 30-hour Construction
- OSHA Overview for HR Managers
- OSHA Recordkeeping Requirements
- Overhead Crane Operator
- Personal Protective Equipment
- Power Tool Safety
- PPE Hazard Assessments
- Respirator Fit-Tester Course
- Respiratory Protection
- Respiratory Protection Program Administrator
- Safe Lifting
- Safety Orientation Programs
- Scaffold User
- Scaffold Competent Person
- Slings and Rigging
- Spill Response Team Training
- TB & Airborne Pathogens
- Trenching & Excavation Competent Person
- Work Zone Safety Supervisor

**31. OTHER NON-LISTED PUBLIC SAFETY, LAW ENFORCEMENT AND FIRE EQUIPMENT**

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

Safeware-Mallory has been providing equipment and services to support the current contract for over 6 ½ years. In preparation for this solicitation we offered feedback relative to the list of categories that included the highest demand for our services. The response provided by Safeware-Mallory in this technical response represents a comprehensive list of our best current capabilities offered. However, in the world of ever-changing threats and challenges, Safeware-Mallory will expand capabilities to include any additional categories and products required by our customers to meet their needs.

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### C. AWARENESS OF DIFFICULTIES & PLAN TO SURMOUNT

As the current contract holder, Safeware-Mallory is well aware of the difficulties associated with a contract of such an extensive scope and breadth. The challenges with this contract are many but can be broken down into three major factors which include the size of the contract scope, the ability to provide national coverage, and the resources necessary to service the contract.

#### CONTRACT SCOPE

The current contract includes 19 categories and the new RFP includes 31 diverse groups. This varied list of product categories presents a serious challenge to any single company. Traditional law enforcement distributors do not have the experience in fire departments or general safety. Fire distributors tend to be limited to regional coverage due to fire equipment manufacturers' dealer agreements. Neither group has strong positioning in industrial safety or physical security and computer networking for complex CCTV and access control. Safeware-Mallory has several advantages over other providers and is uniquely positioned to support this contract. First, both companies began as independent safety distributors servicing all manner of commercial manufacturing and construction giving us a broad background in safety. The personal protective equipment (PPE) used in industry is, many instances, the same equipment used by first responders. For example, chemical manufacturers utilize a very high level of PPE including level-A suits, SCBAs, and detection equipment similar to equipment used by HAZMAT teams. Because of this similarity, both companies began to service first responders decades ago becoming recognized as leaders in the FR community today. Over the last 6 ½ years Safeware-Mallory has systematically increased our capabilities in almost every category to our current position today where the current categories reads like a list of our core competencies.

#### COVERAGE

In preparation for our 2011 response to the current Public Safety contract, we recognized the need for complete country coverage in order to reach out to the 30,000 registered USC customers. Safeware was strong in the Mid-West and East Coast with limited penetration into the West Coast. Mallory Safety and Supply has a strong foot print on the West Coast and Mid-West. As a combined effort over the last 6 ½ years, we have successfully covered the entire US including Alaska, Hawaii, and US Territories and continue to grow our salesforce and marketing efforts to extend our reach.





### **RESOURCES**

A successful organization must have a system in place with both the flexibility to adapt with every changing situations and the rigidity of defined managerial roles that will oversee the execution of the plan and its changes. Commitment to the program from senior management is critical as company-wide adherence to the program is necessary for success.

Safeware and Mallory have worked closely together to ensure a unified approach to contract support by devoting significant financial and personnel resources in support of the contract. Sales management and marketing efforts are combined to ensure unified priorities and approach. Lines of communication have long been established between all levels of the organizations and regular meetings as well as use of collaborative tools have helped us to maintain consistency and development of best practices for contract execution. Use of the same software platform makes operational procedures and reporting straightforward.

### **PLANT TO SURMOUNT**

Our Preliminary Work Plan at the onset of the current contract consisted of three phases beginning with startup and analysis of our current customers, contacting existing users of other U.S. Communities contracts, and ending with converting previously unregistered users. A look at our sales numbers from 2012 shows that this process took some time due to virtually no carry over from the previous contract, but our continuous growth resulting in sales of over \$46 million in 2017 and \$196 million total sales from the start of the contract demonstrates that we have been successful in our efforts and provided the necessary resources and focus enabling this growth.

The continued growth in contract sales will come from the ongoing execution of our current strategy. The strategy consists of multiple parts involving sales analytics, sales representative allocation and expansion, marketing efforts, and laser focus. Our sales strategy has changed over the years as we gained experience and found what works and what does not. Today we take a multi-layered approach with our sales staff where many agencies are supported by several reps who are product experts in a category such as law enforcement or physical security. By working together, we can more fully cover a single agency's needs.

Safeware-Mallory also utilizes sales analytics to determine sales penetration, areas of improvement, and opportunity utilizing cost vs benefit methodology. Safeware and Mallory have invested heavily in marketing activities to provide several functions; first by supporting our name recognition and contract availability to perspective customers, and secondly to engage customer who we might not otherwise be able to contact. This is done through our comprehensive website, email lists, publication advertising and social media capabilities. Trade shows and summits are also an important mechanism for reaching new and existing customers providing a single showcase for new products and services. Safeware and Mallory attend on average over 75 shows per year, not including USC summits, both individually and in jointly shared booth spaces.

### **THE FIRST SIXTY DAYS**

If awarded the contract, our senior management team will meet to execute the notification process to all existing customers and begin to lay the groundwork for creating new bridged contracts with agencies requiring such contracts. We will quickly engage agencies where supervisor or board approval is required and get on schedule for public hearings if needed so that we can have little to no disruption from old to new contract.

Implementation of the new contract will be designed to leverage current relationships with municipal agencies and create a fresh face for the contract in an effort to attract new potential target customers. New contract roll-out will be executed with joint efforts from the Safeware-Mallory and U.S. Communities Marketing teams.

We will energize the marketplace with the following campaign encompassing the first 60 days of the new contract. Elements to include:

- **Initial roll-out call with the U.S. Communities Program Managers**
  - Emphasizing the value of the contract with focus on target customers and opportunities for market growth.
- **Initial roll-out call with Advisory Board Members**
  - Emphasizing target products and campaigns for success
- **Emails to Registered Agencies**
  - Emphasizing the new contract and offering special incentives in the form of special buys for the new contract
- **Webinars**
  - Targeted at both purchasing and agency (fire & police) customers
  - Communicating the breadth of the contract and our offering
- **Update Print Material**
  - Reprints of all catalogs, line cards, business cards, etc. refreshing the look of and announcing the new contract
- **Press Releases**
  - Announcing the contract and emphasizing its benefits
- **Social Media**
  - Posts on various social media channels (Facebook, Twitter, LinkedIn) to announce new contract and emphasize benefits of use

### **TRAINING**

Training will be a huge part of our implementation plan as universal understanding of the contract throughout the company is critical to our success. Contract commitments are made at the executive level, but are carried down to every employee through our levels of management.

- **Employees**
  - In-service USC contract training for all departments respective of their contract role
  - Paired with a fresh understanding of all of the new contract details ensuring all employees have at least basic understanding of contract merits

- Occurring just prior to contract inception to ensure that Safeware-Mallory personnel are up to date and ready for contract kick-off
- **Sales**
  - In-service USC contract training for all sales personnel on new contract details
  - Mandatory training with USC Program Manager to further improve our contract skills
- **Vendors**
  - New focus!
  - Intent to create excitement in the supply chain to create even more lift for our contract
  - Scheduled vendor “Town Halls” during the first 60 day
  - Manufacturer partners will be invited to send sales personnel, in person or via webinar, for contract training
  - Resources will be provided to announce inclusion of their products on U.S. Communities
    - Ex. POS booth materials for trade shows, logos, branding for websites

## **2.0 TREATMENT OF THE ISSUES**

We recognize the scope of work as presented and we feel that it fundamentally represents the important aspects of the contract: to provide a full offering of products for fire and police, to provide to protect every worker in a government agency of any time, and all other eligible U.S. Communities contract customers, and to have a strong fundamental understanding of the procurement of these products.

We understand that we are responsible to consult with government procurement professionals based on a strong understanding of the legal and regulatory issues involved, to promote adoption of the U.S. Communities contract in a way that delivers hard cost savings on the products that they buy, as well as savings in the cost of the procurement process. We find the Request for Proposal to be complete, thorough and relevant in every detail.

## **3.0 STATEMENT OF QUALIFICATIONS**

### **3.1 ORGANIZATIONAL AND STAFF EXPERIENCE**

As the incumbent on this contract, Safeware-Mallory has seven years’ worth of examples of our experience with the subject matter of this contract. Safeware-Mallory hosts a plethora of benefits as both current and future contract holders, which can be summarized by our Dedication, Responsiveness, and ability to be a Solution Provider.

#### **A. DEDICATION**

Safeware and Mallory are both family owned and operated businesses with strong dedication to fill the need for public safety equipment. We are proud to supply our first responders and others in the public safety industry with the equipment necessary for them go to work every day and come home safely. Executive leadership of both companies fully supports the commitment of such a contract and serve as an example of dedication to the job. We have many personnel dedicated full time to supporting the contract, and many employees who have experience with U.S. Communities outside of Safeware-Mallory’s current contract. Our teams are knowledgeable concerning grant fulfillment and can support complex requirements with short deadlines. We work closely with procurement and understand their

pain points. This deep dedication to serving our customers is seeded in the corporate culture promoted by our executives.

#### **EXECUTIVE EXPERIENCE**

Edward Simons, CEO of Safeware, has made the success of Safeware in the U.S. Communities contract a personal mission. Ed has attended many quarterly reviews, and 6 of the U.S. Communities Annual Conferences. He has hands on role with the U.S. Communities team, the Advisory Board members, and Safeware key U.S. Communities customers. Ed exemplifies Executive involvement and his involvement is directly related to the success of Safeware's U.S. Communities contract.

Rick Bond, Vice President of Sales and Marketing, has been supporting customers in this contract since 2009. Rick worked for the prior contract holder, in his first full year working the U.S. Communities contract there; he grew his territory from 2.6 million in sales to 8.1 million. Why? Rick realized that this contract requires not only purchasing support and education, but also the strong support of the end user customers (as every purchasing professional will tell you!). Rick worked directly with the fire and police customers to earn their business, and continues to enjoy a portfolio of nationwide contacts at the end user level. Rick also understood that large capitol and grant funded projects require tremendous detail and flexibility in pricing, and he delivered lower costs to many government customers. Rick accounted for approximately half of the contract sales of the past contract holder prior to the Safeware award.

Rick flourished in the customer focused atmosphere of Safeware (where he worked for 13 years earlier in his career), and in 2016 he accepted his new role as the VP of Sales. Rick has led several U.S. Communities webinars, including one on emergency procurement where he was able to share his own personal experiences as a supplier during high profile national emergencies spanning several decades. Rick is a hand on leader, with deep and lasting relationships with Government Purchasing Professionals as well as fire and police customers across the country.

#### **COMPANY EXPERIENCE**

Everyone in the company currently has a hand in supporting the U.S. Communities contract. Top management regularly attends the annual La Jolla Conference as well as all quarterly sales reviews with U.S. Communities managers. Safeware-Mallory includes U.S. Communities reporting in their company wide sales meetings including information about the progress of the contract's revenue towards our yearly goals, any new manufacturers with training to support the contract's eligible categories of items, sales strategies and pitches, re-education of U.S. Communities benefits and best practices. From the top down, all company members are reminded, well aware of, and involved in supporting the U.S. Communities contract.

Our customer service team is knowledgeable and experienced in supporting government customers. Our quotes always reference relevant contract detail, and customers are assured of receiving the eligible contract pricing. Safeware-Mallory customer service reps are trained on the U.S. Communities contract and receive regular product training to insure the proper support of the contract objectives.

#### **SALES EXPERIENCE**

All Safeware sales representatives are trained on government purchasing and the U.S. Communities contract. Each sales representative regularly works in support of the local U.S. Communities Program Manager and attends government purchasing events, obtaining best practice information to help them

consult with government customers in regards to the use of cooperative contracts. All Safeware sales representatives have access to the U.S. Communities UConnect portal and access the U.S. Communities website for important information so that they can be a resource to government purchasing professionals.

- **State and Local Government (NIGP)** – Safeware routinely attends NIGP conferences across the country to support our contract sales
- **State Government National Governors Association** – Safeware was honored to have Rick Bond speak to the Homeland Security Advisory Council of the National Governors Association in 2015. The talk was in regards to Safeware’s U.S. Communities contract and was reinforced with statements from Chris Kelenske of the Michigan State Police, who spoke to the council regarding the benefits of the contract to the State of Michigan. Safeware also attended the annual NGA conference in 2017 in Providence Rhode Island. Safeware is a leading edge contract holder for U.S. Communities at the State level boasting 11 states currently bridged with the Safeware U.S. Communities contract. The states of Michigan, Massachusetts, and Maryland are among our larger success stories.
- **Large Cities** – Safeware has been successful in penetrating large cities. The core commodities on the Safeware contract along with our reputation with the end user customers has driven adoption from Washington DC, Cleveland, and Houston among others.

#### **GRANT FULFILLMENT**

We work with customers daily on meeting their complex requirements and critical timeframes due to grant deadlines. The majority of Mallory’s U.S Communities business is funded by grant funds because of the unique solution the contract offers and the diligent job both companies have done making this contract available to agencies in grant-funded regions. All departments throughout Safeware and Mallory are trained and acutely aware of sensitivity of grant deadlines and work together to help ensure all customers receive items on time.

Every December, agencies get notified of leftover funds and must order, purchase and receive equipment eligible on the Approved Equipment List (AEL) from FEMA sometimes in less than two weeks. Safeware-Mallory makes sure they stay abreast of each agency’s leftover grant opportunities and keep them aware of this option of piggybacking on the U.S. Communities contract so both sides can maximize these often large windfalls.

Safeware-Mallory leverages their manufacturer relationships to meet customer’s often tight deadlines to ensure product arrives on time and all paperwork is in order to fulfill grant requirements otherwise the customer loses their funds. The consistent delivery on these critical commitments throughout the span of the U.S. Communities contract period has earned Safeware and Mallory the reliable reputation and trust that agencies depend on to meet their deadlines resulting in repeat large scale purchases.

#### **NATIONAL ELECTIONS**

Safeware supported the City of Cleveland in the purchase of public safety equipment in preparation for the 2016 Republican National Convention. Difficulties in the acquisition of federal funds as well as other

hurdles put the City in the challenging position of having to purchase product to protect thousands of officers with only a few short weeks to complete the purchases and have the products delivered. Many products also required fitting and training further increasing the lead time. Fortunately, the City had passed a resolution making the Safeware U.S. Communities contract an option for these purchases. Safeware worked closely with the City Procurement staff as well as the command staff from fire and police assigned to the event to ensure that all of the products were delivered and that training and fitting took place in time for the big event. Safeware was also honored to provide products to the City of Philadelphia for the 2016 DNC, and we also supplied many products to the City of Tampa for the convention which was held there in 2012.

#### **WASHINGTON, DC**

Washington DC Office of Contracts and Procurement had a seemingly impossible task in procuring emergency supplies for the January 2017 Presidential Inauguration. Funds became available for long lead time items with only a few short weeks until the big event. Fortunately, DC had been utilizing Safeware and the U.S. Communities contract allowing us to work together to get the mission critical items in the hands of the police department just in time for the Inauguration.

#### **COBB COUNTY**

Consider these excerpts from a government publication, regarding the teamwork of Safeware with Cobb County, GA Procurement to address purchases needed in time for the grand opening of SunTrust Park in 2017:

*As opening day plans for the new Atlanta Braves Stadium, SunTrust Park, were being finalized, public safety leaders were completing the traffic and security measures to be implemented around the SunTrust Park area. On opening day, April 14<sup>th</sup>, officials would be implementing their well-planned processes and procedures to ensure traffic flowed smoothly and the safety of the thousands of visitors attending the game was secure.*

*Critical to the implementation of these plans was a list of items that needed to be purchased and delivered prior to opening day. The Police Department had several meetings with Bill Thomas, Supervisor of General Purchasing for Cobb County to outline their supplies and specifications. Some of the requirements included more than 1,000 safety cones, metal barricades, golf carts, Polaris all-terrain vehicles, safety balloons, generators and covered trailers – representing thousands of dollars.*

*The first pitch date was approaching and Bill needed to ensure that the procurement of the extensive list proceeded smoothly. To do this, he turned to two U.S. Communities contracts: Safeware for the majority of the public safety items and Club Car for the golf carts.*

*Joe proposed the cooperative contracts to the public safety team. “Using these contracts would save a lot of time by eliminating the need for an RFP and I knew we would get their lowest pricing,” said Joe. “Everything*

*that was needed was available through these two contracts which really streamlined the entire process.”*

*Arriving at opening day without these items was not negotiable. Before proceeding, Joe had several meetings with Safeware to ensure the items they needed were covered under the contract and would be delivered by the designated dates. “I was most concerned with the Polaris vehicles since they were the most expensive items. I wanted absolute confirmation there would be no issues with the purchase. Sometimes when working with a vendor, you start the process and then find out a particular item is not available or can’t be delivered by the needed date.” stated Joe. “Working with Safeware went as smoothly as it could have gone.”*

*As an Advisory Board member for U.S. Communities, Cobb County is familiar with the advantages of utilizing U.S. Communities contracts. The solicitation process by a lead public agency is similar to the Cobb County purchasing process so the requirements for a competitive bid are met. Being able to utilize a cooperative contract streamlines the entire purchasing process and eliminates the time needed for an RFP. U.S. Communities has rigorous supplier commitments to ensure their supplier partners offer their best government pricing. “Using U.S. Communities, we knew we were getting the most competitive pricing,” said Joe.*

Safeware enjoys a good relationship with Cobb County, and SunTrust Park is just another example of our work with procurement professional to meet deadlines with important public safety purchases.

We are constantly engaging regularly with procurement, purchasing managers, and buyers to assist with current and upcoming projects helping bridge the gap between the specific technical needs of the end users and the need for a convenient way to purchase on the procurement side. For example, Los Angeles City Fire has a long standing relationship with both an ambulance company and a helicopter company whose contracts were due to expire. The purchasing department was under the impression that they had to go out to bid to resolicit for these expensive and high profile contracts, but with the help of Mallory’s well trained sales team discovered they were eligible to piggyback onto the U.S. Communities contract. The business for both contracts was transferred over to the contract through Mallory resulting in significant savings in both hard and soft costs.

## **B. RESPONSIVENESS**

Safeware-Mallory is responsive to customer needs of all kinds. When disaster strikes, we are there to help agencies recover. We are on-call 24/7 to respond with product and solutions to rapidly deliver supplies to agencies in need during both natural and homeland safety disasters. Consider the following examples that highlight our ability to respond to emergency.

### **STATE OF MASSACHUSETTS**

Safeware has worked closely with many contacts at the State of Massachusetts since the U.S. Communities contract was bridged in 2016. One recent success was the need for State Emergency

Management to purchase kits and trailers for sheltering residents in an emergency. While the preparations for the purchase had taken place over many years, the money became available in January of this year with a delivery required in April. A meeting took place and fortunately, Safeware has experience with this type of kit and trailers before. Two weeks after the initial meeting, the quotes were finalized, and two days after that, purchase orders were created enabling the State to meet their deadlines.

#### **STATE OF MICHIGAN**

Safeware was contacted in August of 2014 by representatives of the State of Michigan Department of Technology, Management and Budget. The state had been surprised by terrible flooding, forcing many residents from their homes and causing widespread damage. The State sent over an equipment list of flood clean up items, hoping that Safeware could somehow source thousands of each of these items. This contact took place on a Saturday morning and volunteers were being mobilized already for the clean-up. Safeware contacted a key contract partner regarding the supplies, and it was immediately recognized that the listed components actually were parts of a kit that listed on the U.S. Communities contact pricing for that vendor, Propac. This kit is manufactured for the American Red Cross and Salvation Army, among others. The State made arrangements for the purchase of a full truckload of kits, which were loaded on a truck in South Carolina and dispatched on Sunday morning to the flood sites in Michigan. Local governments in the affected area also requested kits after speaking with the State, and as registered U.S. Communities customers, the county was able to purchase several pallets on their own to augment the clean-up.

This success story was presented by Safeware, along with a representative of the State of Michigan, to the Homeland Security Advisory Council of the National Governors Association in 2015.

#### **MIAMI DADE**

The whole country received a big scare in 2016 with an outbreak of the Zika virus, and in August of that year, cases were reported in South Florida. Miami Dade County, a great customer of Safeware on the U.S. Communities contract, sprang into action and began to procure emergency supplies such as insect repellent, wipes and sprays to protect employees and the public. Safeware was able to source all of the required products and coordinate emergency deliveries to support the response. Safeware also provided Miami Dade with products during the recent hurricanes of 2017, working around the clock with County representatives during the preparations and aftermath.

#### **PRODUCT INNOVATION**

Being responsive is more than responding quickly in times of disaster. We also respond to changes in the market, always looking for the latest products to solve today's problems. Safeware-Mallory invites manufacturers to regularly scheduled sales meetings to introduce new technology and product offerings and train our sales teams on presenting the options to our growing customer base. We attend numerous trade shows with the intent not only to make new contacts, but to find new and innovative products that will meet end users' needs. Mallory, for example, has regularly exhibited at Urban Shield and donated new technology to the 72-hour scenario portion of the event during which 40+ SWAT teams test equipment in security type scenarios as a way to discover new technology and develop better tactics for high risk situations.



Both Safeware and Mallory, while attending trade shows independently, also present jointly at various shows and conferences along with manufacturers to aid in product demonstration and customer meetings. These shows are opportunities to increase our customer base, spread our knowledge of the various public safety markets, and promote the U.S. Communities contract vehicle. A full listing of the shows attended in 2017 will be presented later in this proposal.

### **C. SOLUTION PROVIDERS**

Safeware-Mallory has an extensive and diverse vendor base made up of over a thousand individual vendors comprised of safety, law enforcement and Special Forces, fire and rescue, emergency and first aid, surveillance and physical security manufacturers. We utilize these relationships to offer our customers a variety of product to meet their specific needs and preferences. We save our customers time by being a single source for all of their public safety needs, with the ability to combine multi-vendor requirements into one purchase such as when we provided the City of Las Vegas Metro Police Department with a variety of riot gear and Personal Protective Gear from multiple manufactures on a single purchase order. A combination of our unified buying power, along with our market expertise, and our knowledgeable staff make us excellent solution providers.

We are experts in the market with relationships with the most popular brands in public safety as well as specialized vendors. We work with end users to find unique solutions to fit our customers' needs and often work closely with the manufacturer to develop specific items or kits that fit these needs.

#### **DIVERSE VENDOR BASE**

Safeware-Mallory identifies and trains with relevant manufacturers on their products in each respective public safety channel and regularly includes manufacturer experts on joint calls, demos, in person meetings and presentations with interested end-users. Trial and Evaluation programs are also made available to the customers with multiple manufacturers on the same product so customers can feel confident with their final purchasing decision. Manufacturers included encompasses virtually Safeware-Mallory's entire catalog including 3M, US Armor, MSA, Avon, Armor Express, United Shield, Crewboss, Mustang Survival, Chinook, Blauer, Lion, Firedex, as well as most PPE manufactures (head, hand, eyes), etc.

Safeware-Mallory consults with its extensive end-user customer base to stay up to date on technology they are using to add to the U.S. Communities contract to make available to other end-users. Safeware-Mallory ensures there are multiple manufacturer options under popular categories to give end-users the best opportunity to make informed decisions to suit their needs specific to their agency.

The Orange County Fire department, the largest Southern California fire agency, was looking for ballistic armor for active shooter incidents. They had a specific budget, needed to outfit 700 seats and also needed solutions for storage. The Safeware-Mallory team was able to present samples of ballistic armor from multiple manufacturers such as US Armor, Armor Express, United Shield, and Safariland so that the customer could choose the right products to fit accommodate their budget. The final deal included free helmet pouches and vest carrier bags as well as the only 7-year warranty available on ballistic armor to amortize their spend more effectively versus the standard 5-year warranty.

**UNIFIED BUYING**

An excellent example of the benefit of unified buying is with security projects which encompass multiple vendors for cameras, software, storage as well as installation services and labor. Safeware-Mallory offers unique Government Security Solutions combining a myriad of equipment solutions and customizations based on customers very unique needs. These solutions are difficult to procure because due to their sensitive nature, they cannot be advertised in the way that normal goods and services are. The U.S. Communities contract is an excellent resolution to this issue as it saves government purchasing from having to solicit such sensitive projects via open bidding and allows them to utilize a single source for such complex multi-vendor requirements.

**PHYSICAL SECURITY & INTEROPERABLE COMMUNICATIONS EQUIPMENT****SUCCESS STORY #1:**

A large Southeastern City was experiencing an extremely high felony crime rate. The City generated Citywide funding and applied for and was awarded multiple security grants (State & Local and Federal) to build out a \$12M Real Time Crime Center for their Public Safety Department in order to gain greater situational awareness and coordinate with ground units and personnel. Besides designing and building out a multi-room security ops center, the Safeware-Mallory team integrated many technologies including and not limited to: Shot Detection, LPR (License Plate Recognition), Intelligent Citywide CCTV, Online Community Tip Line, Online Pawn Shop Stolen Good Activity, Social Site Monitoring, Body Cam Upload Integration, Citywide Network Connectivity, Interoperable Communications, and Multi-Agency Situational Rooms. This "Real Time Crime Center" has become a showcase for many Law Enforcement agencies both state and local as well as Federal and has been of great interest to some of the world's largest corporations as it is being viewed as the benchmark for future "Real Time Crime Centers".

**SUCCESS STORY #2:**

In 2017, Major League Baseball held their annual All Star Game in the City of Miami and required a physical security system, covert in nature due the extremely high ranking political and celebrity attendees. The Safeware-Mallory team designed and built out a rapid deployable physical security network along with the end-point devices necessary to provide situational awareness across a multi-agency encompassing state, local, Federal Law Enforcement support team. The project was challenging as the original networking design had to be revised multiple times due to constant new high-rise construction changing the "line of sight" requirements. Another large challenge was creating interoperability across multiple platforms as many Federal agencies brought with them their own highly secure networking equipment that had different bandwidth spectrums from the State & Local agency networking equipment. The Safeware-Mallory team was, however, able to configure a design for the secure operation center that brought all law enforcement parties onto a common operating platform.

**SUCCESS STORY #3:**

A large Northeastern County was operating on outdated (1920's/1950's/1980's) security measures throughout their regional corrections facility. In 2015, the Safeware-Mallory team brought the County up to current security technologies that included CCTV, and Access Control. The County was so pleased with the Safeware-Mallory team that the County subsequently contracted with the Safeware-Mallory team to bring their Prosecutor's Office, County Operation Offices, County Courthouse, and other critical County support facilities under the newly designed Safeware-Mallory security platform. To this day Safeware-Mallory is viewed as a trusted security partner with the County.

**SUCCESS STORY #4:**

A large Southeastern City was experiencing a high volume of stolen vehicles. Many vehicles were being driven out on City roads. The Safeware-Mallory team designed, configured, and built multiple License Plate Recognition (LPR) trailers with built in cellular connectivity. The intent of the trailers was to alert local law enforcement of stolen car hits. Within the first week of deploying the trailers, the City Police Department was averaging and apprehending over five stolen cars per week just on one main thoroughfare alone. During the next City Commission meeting, the Police Chief was pleased to report their results and out of that meeting started the allocation of nearly \$7M to the Safeware-Mallory team for additional Citywide security measures throughout the City.

**SUCCESS STORY #5:**

A major Northeastern City was operating on an outdated public safety communications system. They had previously contracted with one of the world's largest communication conglomerates only to end up extremely frustrated as they continued to experience sporadic connectivity between their headquarters and their first responders entering various buildings throughout the City. The Safeware-Mallory team approached the City with a hybrid upgrade approach. We integrated a CAD fusion software solution along with upgrading their entire Distributed Antenna System (DAS) hardware support structure. This implementation of the new hardware has rapidly eliminated dead spots in communication granting the City peace of mind that their systems are operating as intended and helping to keep their first responders safe.

**SUCCESS STORY #6:**

A large Northeastern County owned the land where a cellular communications tower once stood. This area of the Northeast has vast amounts of open, undeveloped, and environmentally protected lands and their public safety network along with the consumer cellular network was lacking coverage. The Safeware-Mallory team advised the County at no cost on how to best utilize their land and how to bring to the table the largest cellular tower owner operating in the US. The Safeware team also advised the County that it was possible to co-locate their public safety antennas (microwave licensed spectrum and cellular) at one elevation of the proposed tower while allowing the top tier cellular service providers to compete for tower space at other height locations. The County has since entered into their tower lease agreement as outlined by the Safeware-Mallory team.

**3.2 REFERENCES**

Please see Attachment C

**3.3 FINANCIAL STATEMENTS**

Please see Attachment D for Safeware financials from 2016. Statements from 2017 have not yet been finalized by our auditors. (CONFIDENTIAL AND PROPRIETARY)

## 4.0 SUPPLIER QUALIFICATIONS

### 4.1 SUPPLIER COMMITMENTS

Safeware-Mallory acknowledges U.S. Communities' view of the importance of a successful supplier relationship as a foundation for providing maximum benefit to Participating Public Agencies as well as the Supplier. We therefore agree to the following commitments in order to ensure we provide the highest level of public benefit to Participating Public Agencies:

#### A. CORPORATE COMMITMENT

- Safeware-Mallory agrees to the terms and conditions of the Master Agreement and acknowledges that the pricing, terms, and conditions shall at all times be our primary Contractual offering of Products and Services to Public Agencies. All of our marketing and sales efforts to Public Agencies will demonstrate that the Master Agreement is our primary offering and not just one of our contract options.
- Safeware-Mallory agrees that our entire sales force shall present the Master Agreement when marketing Products or Services to Public Agencies.
- Safeware-Mallory agrees to advise all existing Public Agency customers as to the pricing and other value offered through the Master agreement.
- Upon authorization by a Public Agency, Safeware-Mallory agrees to transition customer to the pricing, terms, and conditions of the Master Agreement.
- Safeware-Mallory commits that the U.S. Communities program and the Master Agreement will receive the highest level of support from senior management and subordinates.
- Safeware-Mallory asserts that the following contacts have been assigned to support the contract (see National Staffing Plan, section 5.5):
  - **National Accounts Manager** - senior management level personnel with the authority and responsibility to ensure that these Commitments are maintained at all times.
  - **Lead Referral Manager** - responsible for both receiving communications from U.S. Communities concerning new Participating Public Agency registrations as well as for ensuring timely follow-up by staff to requests for contact from Participating Public Agencies.
  - **IT Lead** – responsible for updating and supporting current supplier-based internet web page dedicated to Safeware-Mallory's U.S. Communities program and linked to U.S. Communities' website
- Safeware-Mallory's senior management team, led by Edward Simons, President of Safeware, and Shawn Murray, Chief Operating Officer of Mallory, fully supports and endorses our commitments to the U.S. Communities program and its requirements ensuring long term participation as our primary Public Agency contract vehicle.
- In states where we have an existing Contract for Products and Services, Safeware-Mallory agrees to notify the state of the Master Agreement and will make all efforts to transition the state to U.S. Communities program. Regardless of the state's decision to transition to the

Master Agreement, Safeware-Mallory will continue to primarily offer the Master Agreement to all Public Agencies located within that state.

#### **B. PRICING COMMITMENT**

- Safeware-Mallory commits that the pricing offered under the Master Agreement is the lowest overall available pricing on Products and services offered to Public Agencies.
- Contracts Offering Lower Prices – In the case that a pre-existing contract provides one or more Public Agency a lower price than offered under the Master Agreement, Safeware-Mallory agrees to match the lower pricing and inform eligible Public Agencies that the lower pricing is available under the Master Agreement. If the Public Agency requests to be transitioned to the Master Agreement, Safeware-Mallory shall comply and report all future purchases under the U.S. Communities Contract. Examples of these obligations include state contracts, regional cooperative contracts, and contracts with individual Public Agencies.
- Deviating Buying Patterns – Safeware-Mallory understands that we may occasionally encounter a Public Agency with a buying pattern or terms and conditions that considerably deviate from the normal Public Agency patterns causing pricing under the Master Agreement to be higher than an alternative contract held by Safeware-Mallory. In the event of such a situation, Safeware-Mallory will evaluate the unique circumstances to determine if pricing under the contract can be reduced for items that are causing the deviation for that Public Agency.
- Supplier's Options in Responding to a Third Party Procurement Solicitation – Safeware-Mallory understands that Public Agencies may issue their own solicitations, despite it being the objective of U.S. Communities to encourage piggybacking onto the Master Agreement. In the event of such solicitations, Safeware-Mallory recognizes the five available options and will determine on a case-by-case basis which option is best for the U.S. Communities, the Public Agency, and Safeware-Mallory. We recognize the following five available options:
  - We may opt not to respond to the procurement solicitation or make the Master Agreement available to the Public Agency as a comparison.
  - We may respond with the pricing, terms, and conditions of the Master Agreement. If awarded the contract, the sales would be reported as sales under the Master Agreement.
  - If competitive conditions require pricing lower than the standard Master Agreement pricing, Safeware-Mallory may submit lower pricing through the Master Agreement. If awarded, we would report sales as sales under the Master Agreement but would not be required to extend the lower price to other Public Agencies.
  - We may respond to the solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded, we acknowledge that we are still bound by all obligations set forth in Section 3.3 of the Master Agreement including the requirement to advise the awarding Public Agency of the pricing, terms, and conditions of the Master Agreement.

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

#### **C. ECONOMY COMMITMENT**

Safeware-Mallory understands the benefits of the Master Agreement over alternative options such as competitive solicitation pricing, and agrees to demonstrate these benefits and as well as continue to proactively offer the terms and pricing of the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate proposals and solicitations.

#### **D. SALES COMMITMENT**

The Safeware-Mallory sales force will be properly trained, engaged, and committed to marketing the Master Agreement as Safeware-Mallory's primary offering to Public Agencies. Compensation for the sales force shall be greater to or equal to their current compensation earned through other Public Agency contracts.

- Supplier Sales – Safeware-Mallory acknowledges responsibility for proactive sales of products and services to qualifying agencies and agrees to timely follow-up on sales leads from U.S. Communities. The program will be marketed aggressively through several approaches including but not limited to targeted advertising, direct mail, and online marketing. We will continue utilizing current methods with a proven track record of success. Regardless of the method of marketing, Safeware-Mallory agrees to include the U.S. Communities logo and agrees to employ its use per the standards defined in this agreement. Though U.S. Communities already has access to logos for Safeware, Mallory, and Safeware-Mallory and standards of use, any new logo or standards shall be provided to U.S. Communities upon award of this new contract and Safeware-Mallory grants U.S. Communities the use of our logos in accordance with our standards and requirements. Safeware-Mallory agrees to convey the following key points concerning the Master Agreement with all sales initiatives and marketing: i) that it was competitively solicited by Fairfax County, ii) it provides Safeware-Mallory's best overall pricing and value to eligible agencies, iii) there is no cost to participating Public Agencies, and iv) it is a non-exclusive Contract.
- Branding and Logo Compliance – Safeware-Mallory agrees to comply with all U.S. Communities branding and logo standards and guidelines. Marketing material designed for U.S. Communities will be submitted for review and approval prior to distribution.
- Sales Force Training – Safeware-Mallory assumes responsibility for training our entire sales staff on the Master Agreement and U.S. Communities program. We are aware of and will utilize U.S. Communities for training on a national, regional, or local level when necessary.
- Participating Public Agency Access – In order to facilitate customer access and communication, Safeware-Mallory will update the current U.S. Communities website with

the new contract information upon award. The website, which is accessible from a link on our homepage, [www.safewaremallory.com](http://www.safewaremallory.com), at minimum shall include the following: Logos for U.S. Communities and the Founding Co-Sponsor, Copy or original procurement solicitation, copy of Master Agreement and amendments, Summary of products and services pricing, link to U.S. Communities registration and instructions, and Safeware-Mallory marketing material. Safeware-Mallory will also continue to use and promote our dedicated toll-free hotline for U.S. Communities inquires and as well as our email address: [uscommunities@safewaremallory.com](mailto:uscommunities@safewaremallory.com).

- Electronic Registration – Safeware-Mallory will verify that each Public Agency has completed the U.S. Communities online registration process prior to processing their first sales order.
- Supplier's Performance Review – Safeware-Mallory gladly agrees to participate in regular performance review meetings with U.S. Communities to evaluate our performance and discuss areas for improvement.
- Supplier Content – Safeware-Mallory agrees to provide U.S. Communities with Supplier Content (graphics, media, etc.) for use on U.S. Communities websites and for general marketing purposes. Safeware-Mallory grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferable license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Safeware-Mallory warrants that it either owns or holds the rights to such material and confirms that the use of such content will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

#### **4.2 USC ADMINISTRATION AGREEMENT**

See Attachment A for copy of Administration Agreement that is executed unaltered and signed.

#### **4.3 SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

Please see worksheet on next page

## SUPPLIER QUALIFICATIONS

**SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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


- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?  
YES  NO
- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?  
YES  \*NO   
(\*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?  
YES  \*NO   
(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:  
 Sales between \$0 and \$25,000,000  
 Sales between \$25,000,001 and \$50,000,000  
 Sales between \$50,000,001 and \$100,000,000  
 Sales greater than \$100,000,001
- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?  
YES  NO
- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES  NO
- G. Will your company commit to the following implementation schedule?  
YES  NO
- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?  
YES  NO

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Submitted by:

KARLA A HYATT  
(Printed Name)

DIRECTOR OF GOV'T CONTRACTS  
(Title)

  
(Signature)

3-8-18  
(Date)



## 5.0 SUPPLIER INFORMATION

### 5.1 NATIONAL COMMITMENTS

#### 1. UNDERSTANDING OF SUPPLIER COMMITMENTS

Safeware and Mallory both agree with all of the corporate commitments as are represented in the detailed acceptance contained in section 4.1 of this proposal and further acknowledge our acceptance of such in signing of the Administration Agreement. We understand that these terms are to be well understood and carried out at every level of the company.

#### **CORPORATE COMMITMENT**

We agree to all terms and conditions of the Master Agreement and pledge that it will be our primary offering to all eligible agencies at all time. All of our marketing material will promote the contract, and our entire sales force will present it as our primary offering not simply an option. We will always advise eligible agencies of the contract and its benefits such as low pre-competed prices, ease of use, etc. We will make every effort to transfer customers to use of the contract, even in instances where we have an existing contract with a state or other entity. We will transfer eligible customers to the contract and all associate accounts will be updated within our system so as to properly report sales. This program will receive the highest level of support the entire company, led by senior management of both Safeware and Mallory. We have assigned specific U.S. Communities contract roles to several people in the company, which can be found in the National Staffing Plan section.

#### **PRICING COMMITMENT**

Safeware-Mallory commits that the pricing offered under the Master Agreement, as presented in this cost proposal, is the lowest overall available pricing on products and services offered to Public Agencies, which include all state and local government, school districts, non-profits, etc. If we have any existing contracts that offer lower pricing to specific agencies, we will lower the pricing on this contract to match the best pricing offered.

#### **ECONOMY COMMITMENT**

Safeware-Mallory understands the benefits of utilizing the U.S. Communities Master Agreement over alternative options such as competitive solicitation pricing, and we agree to demonstrate these benefits to all of our eligible customers. We will promote use of this contract as an efficient choice which will save customers time and money that alternative proposals and solicitations may accrue.

#### **SALES COMMITMENT**

We understand the need for a well-prepared sales force and commit to providing them with proper training and making effort to ensure they are engaged and committed to marketing the Master Agreement as Safeware-Mallory's primary offering to Public Agencies.

## 5.2 COMPANY

### 1. SALES FORCE LOCATION

Safeware and Mallory employ a total of 81 Territory Representatives responsible for direct customer contact and support. These following locations designate the assigned office locations of the reps but are not indicative of their territories as many of them travel to multiple regions.

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
1	Phoenix	AZ
1	Brawley	CA
5	Fremont	CA
4	Los Angeles	CA
1	Sacramento	CA
1	San Bernardino	CA
3	San Diego	CA
3	San Francisco	CA
1	Denver	CO
1	New Haven	CT
1	Jupiter	FL
1	Orlando	FL
1	Gainesville	GA
2	Chicago	IL
2	Columbia	MD
7	Lanham	MD
1	Raleigh	NC
2	Las Vegas	NV
2	Reno	NV
1	Albany	OR
2	Eugene	OR
1	Medford	OR
18	Portland	OR
2	Salem	OR
1	Philadelphia	PA
1	Anderson	SC
1	Katy	TX
1	Strasburg	VA
2	Bellingham	WA
1	Longview	WA
7	Seattle	WA

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1	Spokane	WA
1	Yakima	WA
1	Milwaukee	WI
<b>Total: 81</b>		

## 2. SALES FORCE MARKETING

Safeware-Mallory employs a sales team of 81 professionals serving all 50 states each of whom can provide assistance to customers in the scope of this RFP by way of working with all levels of the purchasing process. Every one of our team members are experts in the field, working directly with end users to demonstrate product, communicating with decision makers, and ultimately with purchasing to ensure seamless procurement. Our sales team is well equipped to market the contract to all types of Public Agencies across the country. From the large agency to the smallest, we take the time to understand the individual challenges each face.

### Now

Safeware-Mallory outside sales representatives are assigned to specific territories based on their location and knowledge. The size of their territory is also determined on size and density of the market they are serving. They are responsible for direct communications with procurement, decision makers, and end users for the development of both existing and new customers. New customers can be found by a number of proven methods.

Our sales team is experienced and uses their extensive product knowledge to gain access to end users. The first responder community demands that the salesperson who calls on them know the challenges they face out in the field and that only comes with experience and product knowledge. They are adept at leveraging known contacts to find opportunities within an existing agency by getting leads and finding the appropriate decision makers. Developing new agency customers may be accomplished using multiple methods including marketing, trade shows, word of mouth, and cold calling. Safeware-Mallory has created a multi-level marketing strategy utilizing expanded printed material, comprehensive website and social media, and presentation at tradeshow. We also work closely with U.S. Communities attending summits, providing content for periodic website topics and joint calls with program managers.

### PRODUCT KNOWLEDGE

All of Safeware's sales representatives are trained to provide product support in the key aspects of public safety. Our reps understand the products we sell and make it a top priority to understand the needs of our end users. Because we carry multiple lines of similar product, our reps demonstrate the merits of each, helping the customer to find the right product to meet their application needs and budget. In addition to simply providing product, Safeware-Malloy field representatives provide added value support to our customers with services to support the product purchases such as seminars on current issues in public safety, respiratory fit testing and fit test training, confined space training, product fitting, and site safety surveys. We are trusted product experts who not only provide products but we provide the knowledge to use them safely.

**TRAINING**

Safeware sales representatives receive a minimum of a one hour each week of new product training and an additional 2-5 days of offsite training throughout the year in order to remain current on the latest products offered by our manufacturers. Each week, a different vendor is invited to present to the group during a dedicated weekly training hour ensuring our reps are familiarized to a wide variety of lines across our offering. The focus of these training sessions is to support sales of products and services in the following categories:

- Police
  - SWAT
  - Patrol
  - Bomb
  - Traffic
  - Drug Enforcement
  - Crime Scene
  - Dive/Recovery
  - Search and Rescue
  - Canine
- Fire
  - Structural Firefighting
  - Hazmat response
  - Technical Rescue
  - USAR
  - Water Rescue
  - Apparatus small parts
- General Safety
- Emergency Management

**TRADE SHOW ATTENDANCE**

We know that sales depend not only on what you know, but who you know. We aim to get our product in front of the right people and trade shows are an efficient way to do this. Safeware and Mallory sales reps worked a combined total of over 100 trade shows in 2017. These trade shows represent contact with tens of thousands of current and potential customers in State and Local Government and demonstrate the unique versatility and geographical scope of the Safeware-Mallory sales team. Each of these shows is a showcase of the benefits of cooperative purchasing through U.S. Communities, along with strong subject matter expertise in the core vertical user markets. Safeware and Mallory also attend U.S. Community summits around the country in support of the contract.

Safeware 2017 Trade Shows	Date	Industry	Show Type
CSOC	11-Jan	LE	Safety
Fire Rescue East	19-Jan	Fire	Fire
KCMTOA	7-Feb	LE	Police
VA Fire & Rescue Conference	24-Feb	Fire	Fire
SMAFC	1-Mar	Fire	Fire
Future of the Profession Event	3-Mar	IND	Safety
CAGP Conference	7-Mar	Gov't	Purchasing
Police Product Expo	7-Mar	LE	Police
Western States Sheriff's Assoc.	7-Mar	LE	Police
AIHA Carolinas Spring Conference	9-Mar	IND	Safety
ILEAS	12-Mar	LE	Police
VAGP Spring Conference	23-Mar	Gov't	Purchasing

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PA Tactical Conference	28-Mar	LE	Police
IAPPO	6-Apr	Gov't	Purchasing
Chesapeake AIHA	6-Apr	IND	Safety
Delaware Hazmat Training Workshop	7-Apr	LE	Fire
SOTA Tactical Training Conference	10-Apr	LE	Police
USC Summit - Miramar, FL	12-Apr	Gov't	Purchasing
USC Summit - Denver, CO	14-Apr	Gov't	Purchasing
SE FL NIGP Reverse Trade Show	20-Apr	Gov't	Purchasing
TTPOA SWAT Conference	20-Apr	LE	Police
GA Fire Chiefs Conference	23-Apr	Fire	Fire
ME Partners in Emergency Preparedness	25-Apr	Fire	Fire
MACSC	25-Apr	IND	Safety
GPAG Conference	26-Apr	Gov't	Purchasing
MPPOA Reverse Trade Fair	27-Apr	Gov't	Purchasing
MASSBUYS Expo	27-Apr	Gov't	Purchasing
FL Gulf Coast NIGP RTS	28-Apr	Gov't	Purchasing
ISOA Conference	1-May	LE	Police
Mock Prison Riot	2-May	LE	Police
NY GovBuy	3-May	Gov't	Purchasing
GA AIHA Vendor Day	4-May	IND	Safety
Great Lakes Homeland Security Conference	9-May	LE	Police
USC Summit - Rochester, NY	11-May	Gov't	Purchasing
TX Emergency Management Conference	16-May	EMG	Fire
Mullane Health and Safety Symposium	18-May	Fire	Safety
USC Summit - Waunakee, WI	23-May	Gov't	Purchasing
LECC	24-May	LE	Police
FAPPO	25-May	Gov't	Purchasing
VA Public Health & Healthcare Preparedness	31-May	IND	Safety
FAHN Conference	5-Jun	LE	Safety
OTOA	6-Jun	LE	Police
National Homeland Security Conference	6-Jun	LE	Police
IAFC	16-Jun	Fire	Fire
Missouri Valley Division of IAFC	29-Jun	Fire	Fire
DC Water Safety Day	30-Jun	IND	Safety
S & P North Atlantic Regional Conference	10-Jul	LE	Safety
USC Summit - Providence, RI	12-Jul	Gov't	Purchasing
Regional Response Summit	20-Jul	EMG	Fire
GA Fire Investigator's Conference	25-Jul	Fire	Fire
SAFRE	27-Jul	Fire	Fire
TN Safety & Health Conference	31-Jul	IND	Safety
TN Assoc. of Chiefs of Police Conference	2-Aug	LE	Police

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CT SWAT Challenge	22-Aug	LE	Police
GA Fire Service Conference	24-Aug	Fire	Fire
NIGP	27-Aug	Gov't	Purchasing
KY Tactical Conference	27-Aug	LE	Police
AL Governor's Safety & Health Conference	28-Aug	IND	Safety
TacOps East	6-Sep	LE	Police
GA Safety, Health & Environmental Conference	6-Sep	IND	Safety
WAPP Vendor Expo & Conference	7-Sep	Gov't	Purchasing
VA Hazmat	13-Sep	Fire	Fire
MAHMT Conference	20-Sep	Fire	Fire
AL AIHA Fall Conference	22-Sep	IND	Police
NTOA	24-Sep	LE	Purchasing
WV Narcotics Officers' Assoc.	25-Sep	LE	Police
AIHA Carolinas Fall Conference	28-Sep	IND	Safety
MEMA	2-Oct	Fire	Fire
AL Tactical Officers Conference	16-Oct	LE	Police
IA Homeland Security Conference	16-Oct	EMG	Police
VOSH Conference	18-Oct	IND	Safety
DE Public Purchasing Assoc NIGP Area II Conference	19-Oct	Gov't	Purchasing
Hotzone Conference	20-Oct	Fire	Fire
Southeast Mine Safety & Health Conference	1-Nov	IND	Safety
OH Hazmat	3-Nov	Fire	Fire
CLIA	13-Nov	LE	Police
SCAGPO Trade Show	15-Nov	Gov't	Purchasing
NJAC Summit	8-Dec	Gov't	Purchasing

Mallory 2017 Shows	Industry	Show Type
CATO - California Association of Tactical Officers	LE	Law Enforcement & Homeland Security
ATOA - Arizona Tactical Officers Association	LE	Law Enforcement & Homeland Security
NTOA - National Tactical Officers Association	LE	Law Enforcement & Homeland Security
Cops West	LE	Law Enforcement & Homeland Security
IACP - International Association of Chiefs of Police	LE	Law Enforcement & Homeland Security
Urban Shield - Bay Area Joint Scenario Exercises	LE	Law Enforcement & Homeland Security
SHOT Show	LE	Law Enforcement & Homeland Security
Sheriff's Show - Washington State	LE	Law Enforcement & Homeland Security
Sheriff's Show - New Mexico	LE	Law Enforcement & Homeland Security
Sheriff's Show - Utah	LE	Law Enforcement & Homeland Security
SWAT Show - Las Vegas	LE	Law Enforcement & Homeland Security
UASI Homeland Security Conference	LE	Law Enforcement & Homeland Security
ASIS - Security and Surveillance	LE	Law Enforcement & Homeland Security
UASI Homeland Security Conference	EMG	Emergency Preparedness
NIGP - National Government Purchasers	Gov't	Purchasing

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OPPE - Oregon Purchasing show	Gov't	Purchasing
CAPPO - California Association of Public Purchasing Officers	Gov't	Purchasing
League of California Cities	Gov't	Purchasing
US Communities Supplier Shows - Regional	Gov't	Purchasing
US Communities Annual Conference - La Jolla, CA	Gov't	Purchasing
Fire World Expo	Fire	Fire/Urban Search and Rescue/Hazmat
Urban Shield	Fire	Fire/Urban Search and Rescue/Hazmat
ASSE	EMG	Safety
National Safety Convention	EMG	Safety

### **FUTURE PLANS**

Our growth in the state and local market is formulaic—we will continue to penetrate the market through the following strategy:

#### ➤ **GOVERNMENT PURCHASING**

Each year, Safeware sales representatives attend conferences across the country of local NIGP (National Institute of Government Purchasing) chapters, purchasing summits and national procurement conferences to meet with government officials and make them aware of the benefits of cooperative purchasing and the U.S. Communities contract. From these meetings, Safeware meets with purchasing departments across the country to explain the contract and its benefits and support contract engagement. The next contract period will mark a milestone of contract engagement where Safeware will build on its strong support and continue to take the message to more government agencies.

#### ➤ **END USER ADOPTION**

Safeware adopts a “boots on the ground” approach to end user engagement. Our sales team is in front of fire, police and safety end user customers each week across the 38 states that we serve.

#### ➤ **WORD OF MOUTH**

When Safeware-Mallory first adopted this contract 6 ½ years ago, maybe a handful of Public Agencies had even heard of us. How have we grown so much and so fast? Our entire company is united behind the U.S. Communities contract and our dedicated sales team focuses on the message of cooperative purchasing while supporting end user needs. We are routinely challenged with the impossible and we go out of our way to take care of our customers. This passion for excellence has resulted in numerous referrals and our satisfied customers are often some of our greatest spokespeople.

### **GROWTH**

Safeware-Mallory has a plan for future growth and expansion of U.S. Communities by supporting high density population areas as well as by making a touch to more rural customers. In 2016, Safeware began to shift resources to more populated areas. Currently, we have two sales representatives covering Florida and one in Texas but we expect to have several representatives in each state in the coming years. We plan to expand our team into the Gulf States and the heartland in the next few years as well. In general, we pair salespeople with population rather than geography but we plan to resource the contract with touch to more rural customers as well. We have been so warmly welcomed in rural area when we make the calls but it has not been a focus until now. Our plan is to combine phone sales with field reps in these areas to insure penetration in the market. Safeware-Mallory also continues to expand

marketing efforts to support our sales efforts through our comprehensive websites, social media, print material and email marketing.

As previously mentioned, Safeware sales representatives undergo rigorous training on the products and services we provide. Our sales team represents a talented and trained group of professionals, equipped to take the contract into the public sector. We have relationships in place all over the country with state and local procurement officials and end users. We understand our customers, their requirements, and their restrictions. We are well versed in government purchasing, grants, and procurement standards making us easy to work with.

### **3. SALES FORCE EDUCATION**

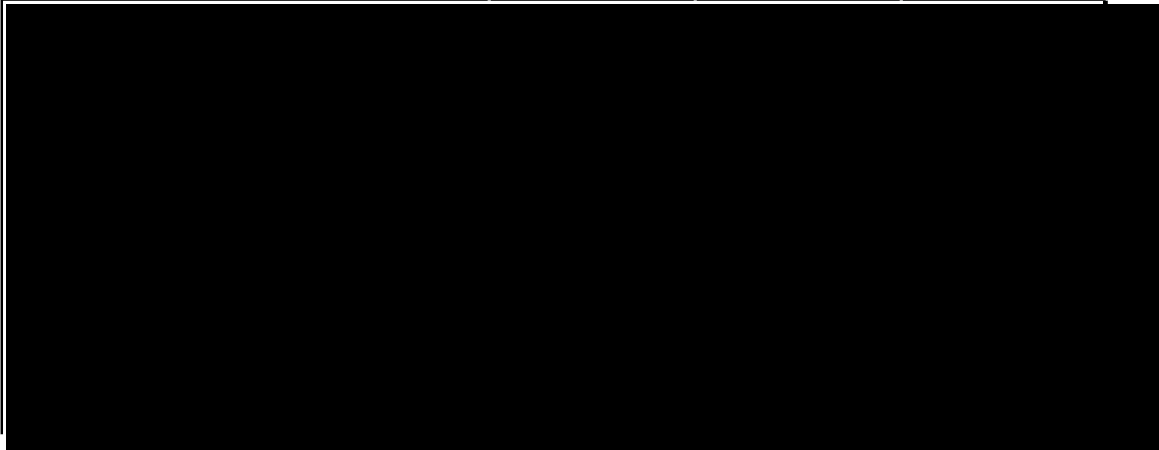
As a current USC contract holder, the Safeware-Mallory salesforce is well versed in promoting the USC Master Agreement. We will however continue to ensure company-wide adherence to the Master Agreement through various methods of ongoing training for both current and new members of the sales team. Following the award, we will schedule meetings with the entire sales group to review the new contract standards and Master Agreement. Direct training will be used in conjunction with supporting documents including sales strategies and plans for each sales territory. Ongoing training is, and will continue to be held in regional sales meetings to refine best practices. All sales force activities will be monitored and evaluated to ensure aggressive marketing of the U.S. Communities Program.

On top of our plan to continue education of the outside sales force, we also plan to periodically review USC best practices and compliance with our inside customer service representatives. Already, new CSRs receive USC Contract training up initial hire, and printed material is distributed for individual review. Our goal is to educate our entire team, across all departments, on the program merits and compliancy so that everyone has the understanding and competence to not only talk confidently about the program with customers, but to perform their individual job functions in a manner supportive of the contract. We will also continue to update and educate our suppliers on U.S. Communities to ensure their familiarity as well as support.



**4. ANNUAL SALES**

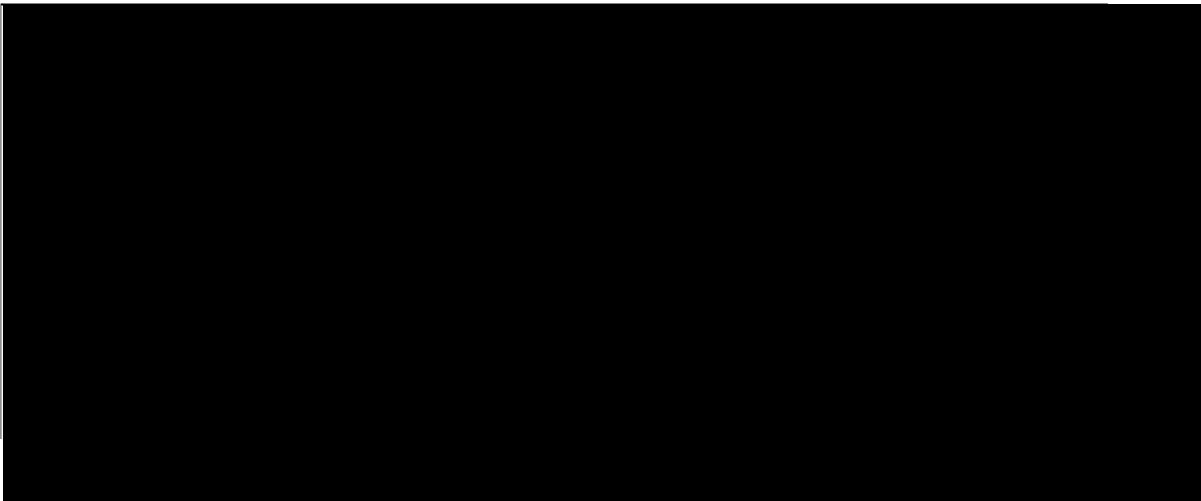
Aggregated for both Safeware and Mallory



*\*Note some sectors may be over or understated due to current classifications. For example, cities and counties are not completed segregated unless listed in our system as registered USC customers in which case the appropriate Agency Type ID as found in Exhibit B of the RFP has been assigned.*

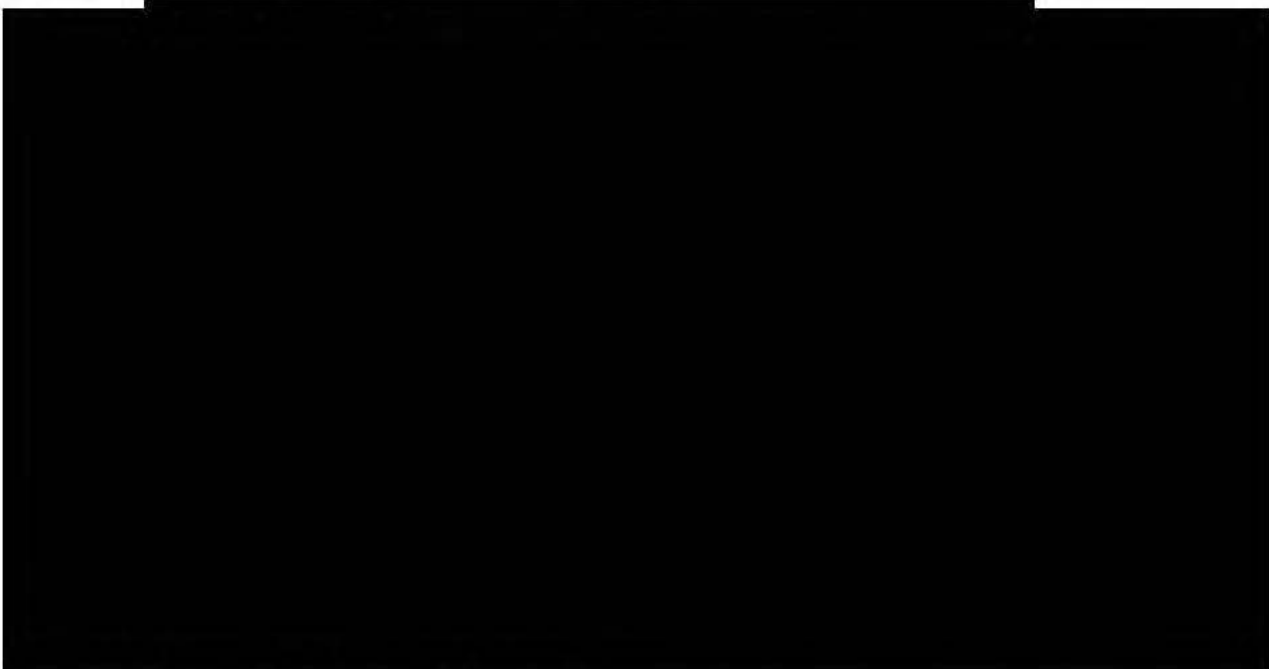
**5. ANNUAL SALES FOR SCOPE**

Aggregated for both Safeware and Mallory



**6. PUBLIC AGENCY CUSTOMERS**

- |  |  |
|--|--|
| 1 [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED] | [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED] |
| [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]   | [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED] |
| [REDACTED]<br>[REDACTED]<br>[REDACTED]                               | [REDACTED]<br>[REDACTED]<br>[REDACTED]                             |



**7. OTHER COOPERATIVE PURCHASING PROGRAMS**

Safeware-Mallory is exclusive to U.S. Communities in regards to cooperative purchasing programs, other than state contracts and our Federal GSA contract. Safeware was an original awardee of the New York State HIRE contract and has been awarded the contract through two re-competes. When the contract was awarded in 2015, the affiliation with NASPO was disbanded and although there is language indicating a potential possibility of cooperative purchases, Safeware has had no sales to any agency outside of the State of New York in the three years since the contract was awarded, nor do we have any agreements in place with any Public Agency outside of the State of New York to do so.

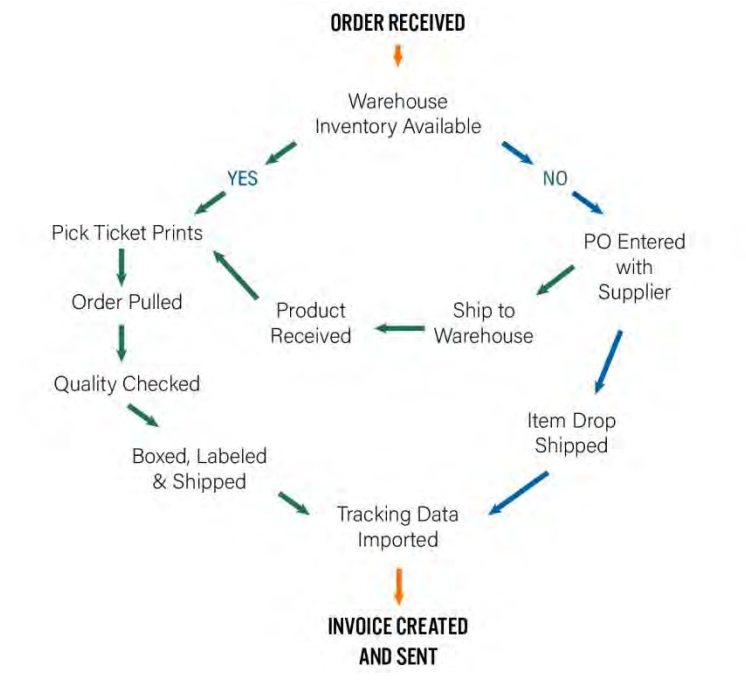
### 5.3 ORDER PROCESSING AND DISTRIBUTION

#### 1. ORDERING PROCESS

Normal order processing procedures begin most often with a request for quote submitted either as a request on our website, emailed directly to a customer service representative, or via phone call. Existing customers will typically reach out directly to the customer service representative assigned to their account, or to their sales rep for larger, more complicated requests. Quotes are entered into our system by a CSR and are typically returned to the customer within 24 hours of the initial request.

The customer reviews the quote, communicating any necessary alterations, and once sure that their requirements are satisfied, replies with a Purchase Order, credit card number, or other authorization to order. The quote is then seamlessly converted to an order within our processing system, Prophet 21, and our staff verifies the details and then executes the order which either automatically allocates items in our warehouse stock or prompts a subsequent order directly to the manufacturer confirming the necessary ship dates and other requirements. Once the order has been placed, an order acknowledgement is sent to the point of contact that placed the order. Safeware staff will continually monitor status from the manufacturer to ensure the items meet or exceed delivery requirements. All order activity is monitored and controlled by our computer enterprise system. Any delays will be immediately brought to the attention of the customer.

The following diagram details the process once an order has been received through shipping and billing.



## 2. ORDER FORMATS

Safeware accepts orders via multiple formats such as email, telephone, ecommerce, fax and mail service. Customer orders can be placed directly on both company websites and transactions using EDI (850, 855, 856, 865, 810, 997 via ANSI X12) are also a capability. Our ecommerce and website capabilities will be detailed in a following section.

## 3. SYSTEM

Both Safeware and Mallory utilize a single system platform which is an enterprise system called Prophet 21 by Epicor specifically designed for distribution. It is comprehensive and seamlessly integrates all aspects of the business process into one system for order processing, inventory management, shipping, purchasing, billing and accounting.

This system though built on current, well established software architecture, is mature and feature rich. This system is well suited to helping to keep performance standards and meeting delivery dates for both routine and urgent orders. Our warehouse automation system has full product traceability and automates much of the picking and shipping process ensuring accuracy and reducing the overall lead time.

## 4. PAYMENT TERMS

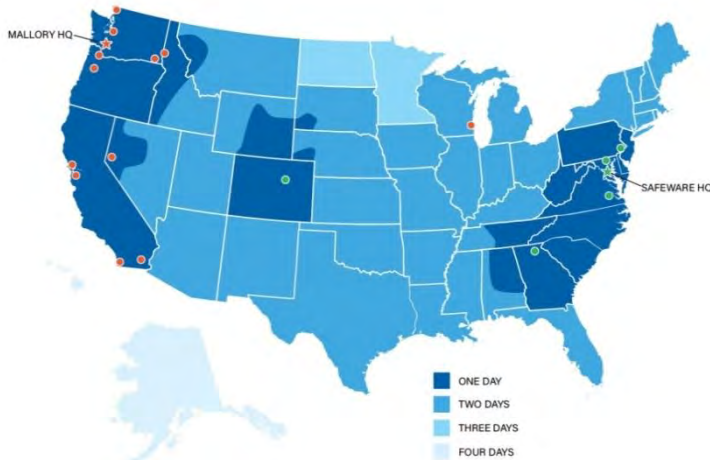
Safeware-Mallory's normal payment terms are Net 30. We do not offer any quick pay incentives at this time.

## 5. P-CARD ORDERING

Safeware-Mallory accepts p-cards and bank cards for all of our accepted formats of orders.

## 6. NATIONWIDE DISTRIBUTION

With 17 distribution facilities positioned around the country, Safeware-Mallory is well equipped to distribute products to public agencies nationwide. Our distribution facilities are positioned in such a way to offer prompt delivery to Public Agencies nationwide.



Public Agencies in the East fall within Safeware's sales territory so are primarily serviced by distribution centers on the East Coast and Colorado. Public Agencies in the West are under Mallory's jurisdiction and are serviced by their distribution network along the West Coast.

Utilizing major carriers, standard delivery times for stock items are generally 1-5 days from order to receipt. We match our carrier to provide the best service for the specific delivery requirement.

## 7. INVOLVED COMPANIES

Products sold by Safeware-Mallory are either sourced from our own distribution centers or when appropriate, directly from the manufacturer. No other 3<sup>rd</sup> party processing is anticipated, except from those companies involved in shipping. Safeware-Mallory utilizes the following carriers for actual shipping of products.

- UPS
- UPS Freight
- FedEx
- FedEx Freight
- FedEx Custom Critical
- DHL
- Pitt Ohio
- SAIA
- YRC
- Local LTL freight carriers

## 8. DISTRIBUTION FACILITIES

Safeware-Mallory has a combination of 18 locations. They are all sales locations, 17 are distribution and 17 are also technical service centers.

Company	Location	Size	Distribution	Service
Mallory	Fremont, CA	30,000	YES	YES
Mallory	Brawley, CA	5,000	YES	YES
Mallory	San Diego, CA	10,000	YES	YES
Safeware	Denver, CO	7,300	YES	YES
Safeware	Gainesville, GA	2,300	YES	YES
Mallory	Lewiston, ID	5,000	YES	YES
Safeware	Columbia, MD	33,800	YES	YES
Safeware	Lanham, MD	9,700	YES	NO
Mallory	Reno, NV	11,000	YES	YES
Mallory	Portland, OR	150,000	YES	YES
Mallory	Eugene, OR	14,000	YES	YES
Safeware	Philadelphia, PA	2,000	NO	YES
Safeware	Richmond, VA	1,200	YES	YES
Mallory	Bellingham, WA	7,000	YES	YES
Mallory	Seattle, WA	30,500	YES	YES
Mallory	Spokane, WA	5,000	YES	YES
Mallory	Longview, WA	32,000	YES	YES
Mallory	Waukesha, WI	15,000	YES	YES
Total: 18		370,800	17	17

## **9. CUSTOMIZED REPORTS**

Detailed reporting is a core capability enabling us to have processes to measure performance standards and metrics. Safeware-Mallory has the ability to offer customized reports detailing purchase history, procurement method or other focus categories depending on the needs of the requesting agency.

## **10. ECOMMERCE CAPABILITIES**

Both Safeware and Mallory have websites with ecommerce capabilities. Any customer is able to register for an account on our respective websites which allows them to shop our extensive line of web items and add them directly to a shopping cart.

Ordering directly from our website is easy. Simply sign into the ecommerce portion of our website, or register for a new account, which can be completed within 1-business day. Under the shopping tab, customers can use links to browse item categories or search for a specific part number. Once the desired item is located, users simply click "Add to Cart" and the items are added to a Shopping Cart. Users have the option to continue shopping, or continue to checkout. The "Save Name Cart" feature allows a user to save a cart and return to it later. This feature is often used when building a cart for a specific PO that may take several days to complete. Simply save the card (and optionally give it a name), and the saved cart can be retrieved at a later date. Users love this feature as it means they can continually build a cart until they are ready to purchase, even if that requires multiple days. Users can also shop with multiple carts at once, allowing for quick orders to be placed while another cart is saved for a longer period of time.

The Checkout Wizard assists customers with a fast and easy checkout process starting by offering a selection of ship-to addresses already set up in our ERP system. Delivery method and billing information is selected, order is reviewed, and check out is completed. An order acknowledgment is immediately sent to the user upon checkout and another automated email sent upon item shipment with tracking information.

The My Account area of the site can be controlled per user to allow or disallow certain functionality. Controlled access for each web user gives visibility to statements, invoices, purchase history, etc. allowing us to meet each customer's privacy needs. Upon placing an order, users will immediately receive an HTML formatted email containing their order details. Users can use this email to return to the site and check the status of their order.

There is also a feature for Multiple Account Access which allows a single username to have access to multiple account codes. Utilizing this technology, a single user, or purchasing agent, can access multiple customer accounts to place orders, view invoices, purchase history, pricing, etc. This feature is especially useful for Public Agency buyers who may purchase for multiple departments within their Agency, ex. a city Police Department, Fire Department, and Public Works.

### **A. PUNCH OUT SITES**

Safeware currently has the ability to connect via punch out with several procurement applications such as SAP Ariba, Coupa, SciQuest, Equallevel, Oracle, SAP, and CommBuys and are actively seeking out new partnerships. We are in the process of implementing a new solution called PunchOut2Go which will allow us to integrate with any procurement system. PunchOut2Go supports thousands of integration points around the globe on upwards of 70 different procurement platforms such as the ones we already

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connect with, as well as PeopleSoft and many others. The estimated date of completion for this project is June 2018.

We are also able to utilize direct API's with procurement agencies via EDI and have the ability to adapt to each agency's unique needs utilizing all of the major programming languages such as XML, cXML, OCI, etc. Our current website developers have implemented each of these using their proprietary system.

#### **B. INTEGRATION**

Safeware has successfully integrated with multiple public agencies' purchasing systems through the following providers. These integrations are initially supported through our Marketing department and automatic order integration into our system is monitored by Anne Petrenko, one of our Vice Presidents. Past and current integrations include:



#### **11. ABILITY TO DO BUSINESS WITH MWBE COMPANIES**

Safeware has a long history of added value distribution to realize the goals of our customers in the area of small business participation. We have current small business partners who are certified Minority Owned, Woman Owned, and Veteran Owned businesses with whom we work on a regular basis in order to meet customers' MWBE participation goals.

##### **A. SENSITIVE TO MWBE NEEDS**

The challenge for small business participation in a nationwide contract is that every municipality has their own certification process and there is a consistent bias towards small local businesses. For example, a certified vendor in Cleveland most likely is not a certified vendor in New York.

Our strategy is to establish regional distribution under the contract. Regional dealers could sell Safeware-Mallory contract items at the contracted price as authorized and listed dealers on the contract. This would enable large urban customers to meet their requirements for participation and still utilize the contract, which has so many benefits in terms of cost and time savings. We believe that the margin that we would sacrifice would be offset by the opportunity in these large target areas. Certified dealers would be added to the contract.

**B. DETAILS**

Safeware has relationships with several certified businesses including the following:

Snappy Solutions	Woman Owned
B3 Enterprises	8a/SDB, 8a/SBA
First Choice Supply	Minority Owned
Ideal Electric	Woman Owned, Minority, Small Business

**5.4 MARKETING & SALES**

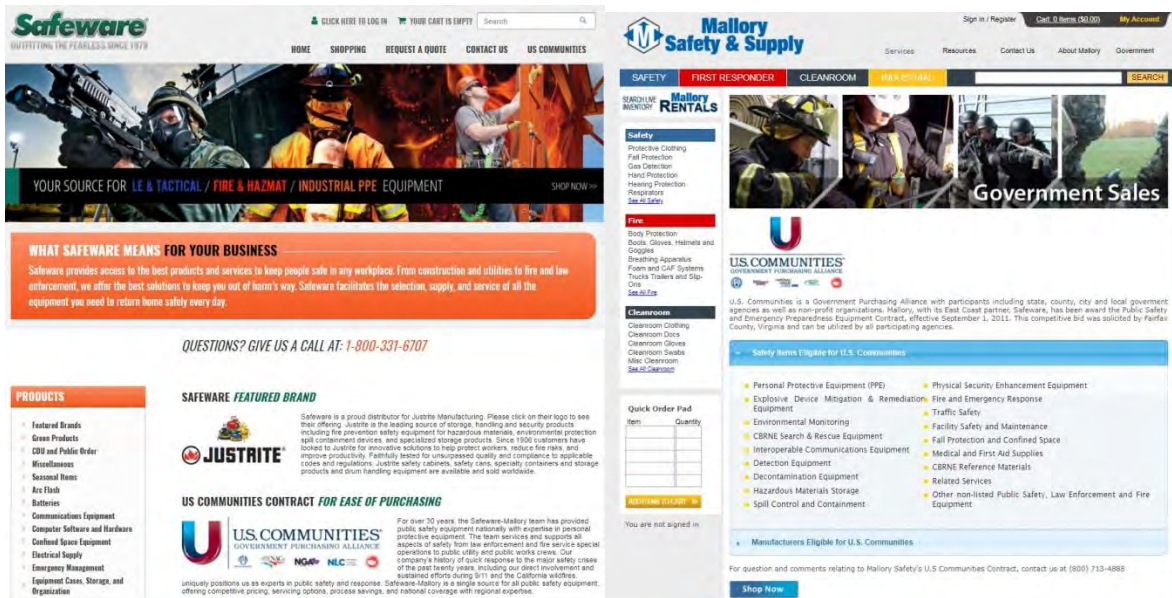
**1. DETAILED SALES & MARKETING PLAN**

As the current contract holder, Safeware-Mallory already has a solid framework for marketing our offering to eligible agencies nationwide. We currently utilize a combination of marketing efforts which include focus on our website, webinars, print material, emails, trade shows, and social media.

**a. HOW WE MARKET**

**i. WEBSITES**

Both Safeware and Mallory have dedicated U.S. Communities landing pages on their websites utilizing the U.S. Communities logo and promoting the ease of Purchasing that contract utilization allows. There is a Safeware-Mallory microsite where customers using the U.S. Communities website can easily access relevant contract information and be directed to the individual supplier sites. Customers are invited to create accounts on each respective page which allows them to access their pricing, review account history, and place orders with ease.



**ii. WEBINARS**

Webinars have proven to be a success for Safeware-Mallory by educating high level buyers on a particular market or public safety issue. By utilizing our knowledge as safety professionals to educate our customers, we build trust as a significant source of knowledge and the go to source for Public Safety items. Topics for past webinars include those on Emergency Preparedness, Effectiveness of Cooperative



Contracts, Outdoor Mass Communication, and LE Equipment for Civil Disturbances. Webinars are presented by Rick Bond, our VP of Sales and Marketing, and last about 30-45 minutes with a live Q&A with participants. Each session is recorded and posted to our page for public access.

### iii. PRINT MATERIAL

All print material displays current USC contract information and the U.S. Communities logo. Everything from our linecards, catalogs, and business cards to tradeshow banners and give-away swag displays our contract number. See Appendix A for more examples of our marketing material.



### iv. EMAIL

E-mail campaigns and content are run through a software program called HubSpot which allows us to easily send content such as new product offerings or seasonal sale items to all current and potential customers. The program allows us to analyze campaign data such as how many emails were sent as well as the open and clicked percentage. The emails all contain links to landing pages with more product information and often videos. Successful email blasts have included those on Fentanyl Detection, Confined Space Equipment, and Body Cameras. In addition, all employees display the U.S. Communities contract information in their email signature.

### v. TRADE SHOWS

Trade Shows are an important part of our Marketing Strategy. Exhibiting at an average of 75 shows a year, our sales reps are constantly promoting the U.S. Communities contract to a wide array of customers in the Law Enforcement, Fire and Rescue, and Purchasing markets. Our booths are decorated with Safeware banners containing the USC logo and contract information, and all literature on the tables promotes the same.

### vi. SOCIAL MEDIA

In order to promote our brand and connect with our customers in the ever changing age of technology, Safeware is active across multiple social media platforms such as Facebook, Twitter, LinkedIn, and YouTube. Our dedicated social media manager posts engaging content on at least one platform a day keeping customers updated on information such as the location of our reps at Trade Shows, showing off the newest gadgets to hit the market, or sharing an informative article.

We have also built an engaging YouTube channel that has been an extremely useful tool to share internally generated content on various campaigns including Body Cameras, Public Order, Inflatable Decontamination Shelters, Fire Protection, and more. Our videos allow our own knowledgeable staff and safety experts to demonstrate equipment for customers free of charge and are a great educational reference. Our channel 'About' page contains a brief description of our relationship with USC and the videos also contain a watermark with both the Safeware and USC logos.

### b. MARKETING PLAN

The past seven years for Safeware has been all about growth with the contract. As can be expected with any new endeavor, our sales in the first year of the contract were not extraordinary but dedication to promoting the contract and persistence from our sales force caused our sales to exponentially increase every year of the contract. As our reps became more and more accustomed to selling the Master

Agreement, our sales increased and with that our ability to expand our marketing forces. Our Marketing Department alone has grown from one to five employees as the demands of our thriving business necessitated.

We also grow and adapt our strategies over time as the market continues to change. We created a new website in 2015 that gave customers the ability to shop online and 2018 will see the launch of an even newer website even better designed to serve our customers and employees. With the new site, we hope to increase online customer interactions, grow the number of online customer accounts, and ultimately, grow sales.

Social media is also a big part of the change we see in the industry today. One of the positions added to the Marketing team is dedicated to social media and increase of our brand awareness online. In addition to our new website, we will also be creating more blogs posts for our customers to learn about current trends in the industry and workplace as well as some of our most exciting products. Upcoming topics include *Municipal Firefighter Protective Equipment*, *Active Shooter Gear: The Ultimate Tactical Protective Equipment*, and *The Importance of Industrial Hygiene and Workers Health*.

Safeware-Mallory continues to promote our current contract by following all U.S. Communities required initiatives such as placing USC content in our email signatures, in our catalogs, on every flyer, and at every trade show we attend. With the new contract, we will continue to maintain open communication with USC Marketing through quarterly calls and ad hoc meetings to discuss new strategies for increasing traffic and awareness of the contract.

Some examples of past campaigns we will refresh for the new contract are listed below. We have found these actions to be successful for creating interest and generating leads.

- Advertisements in trade magazines and programs distributed to targeted customers at industry trade shows calling out U.S. Communities contract and eligible items available for purchase
- Multi-annual participation with U.S. Communities marketing team on targeted electronic campaigns
- Yearly participation with U.S. Communities marketing team at annual NIGP conference promoting specific contract and overall vehicle
- Multiple marketing materials displaying USC logo and detailed information about the vehicle
- Participation with various end-users events, fundraisers, raffles etc. to further promote company's offering of USC contract
- Co-branded giveaways, swag etc. of USC and Mallory or Safeware at industry end-user and purchasing trade shows.
- U.S. Communities branded trade show booths, signage, catalogs, line cards.
- USC is the only government contract promoted in marketing materials

### **i. TARGETED MARKETING CAMPAIGNS**

We have enjoyed tremendous success utilizing HubSpot and targeting marketing campaigns where specific databases of public customers are emailed and leads are generated. Generated leads are forwarded to the appropriate sales team member for follow up and customers are quoted where appropriate. Customers are directed to campaign specific landing pages where traffic can be measured. Successful campaigns in the past two years include those for Active Shooter, Public Order/Civil Disturbance, and Zika Virus.

### **ii. CRM**

Our new CRM, Pipedrive, will integrate with Hubspot, so that we will have a seamless flow between contacts, leads and sales prices, flowing back for better data capture of the measurable successes of our campaigns. This, the new enhanced website, and other marketing strategies outlined herein will continue to augment our sales team in creating a full experience for current and prospective customers in regards to the contract offering.

### **iii. SPECIALIZED CONTENT**

Our specialization in both government purchasing and specific end user technical disciplines enables us to appeal, alternatively, to the Police, Sherriff, Rescue Captain, or Buyer, with content that resonates with their specific mission. We maintain these specific databases, and focus our campaigns on personal content specific to their role.

## **c. SALES PLAN**

Our sales plan includes a combination of engagement of suppliers, end users, and internally within our own company.

### **i. SUPPLIER ENGAGEMENT**

- Scheduled national educational presentations (in-person and online) about U.S. Communities to major suppliers
- Joint calls to end-users & purchasing decision makers to introduce as well as reinforce the contract vehicle's benefits over other purchasing options
- Joint participation and coordinated manufacturer/distributor campaigns at industry trade shows, exclusive invite only regional and national law enforcement and fire demonstrations highlighting U.S. Communities contract vehicle purchasing resource
- Joint sales calls and presentations with individual manufacturers promoting contract and specific product and/or service to end-user and/or purchaser

### **ii. END-USER ENGAGEMENT**

- Regional Mallory hosted Lunch and Learns targeting specific end-user channels and corresponding purchasers in an educational format about relevant products and services combined with US Communities presentation by national sales manager and sometimes in partnership with USC program managers
- In-person demonstrations of products and trial evaluation programs

- 24/7 emergency response to public agencies for products and services in case of natural disasters and other emergencies

### **iii. INTERNAL COMPANY ENGAGEMENT**

- Ongoing education about U.S. Communities to existing as well as newly hired employees in all roles including outside and inside sales, customer service and upper management as company expands.
- Ongoing joint sales calls with territory managers
- Ongoing education and support by dedicated U.S. Communities Customer Service Manager exclusively for USC of newly hired customer service representatives to maintain and adhere to existing contract's pricing and guidelines
- Product specific call campaigns by dedicated inside sales force specifically trained in core competencies related to contract offerings including Law Enforcement, Homeland security, Fire, USAR, Security, and General Safety.
- Monthly company-wide sales meeting to cover:
  - Reporting on sales benchmarks towards monthly and yearly goals
  - Progress on existing goals/projects
  - Identifying upcoming opportunities
  - Evaluating on-going strategies
  - Introduction and product knowledge about new products, technology, services and any changes regarding existing supplier portfolio.
  - Reinforcement of U.S. Communities contract sales strategies
  - Troubleshooting any buying obstacles.

### **iv. U.S. COMMUNITIES ENGAGEMENT**

- Participate in targeted electronic campaigns by providing content and creating special promotions
- Bi-annual host sponsorship for regional U.S. Communities generated supplier summits and national trade shows
- U.S. Communities logoed sales and marketing materials
- Attendance at annual U.S. Communities Annual Conference
- Only government purchasing co-operative vehicle promoted

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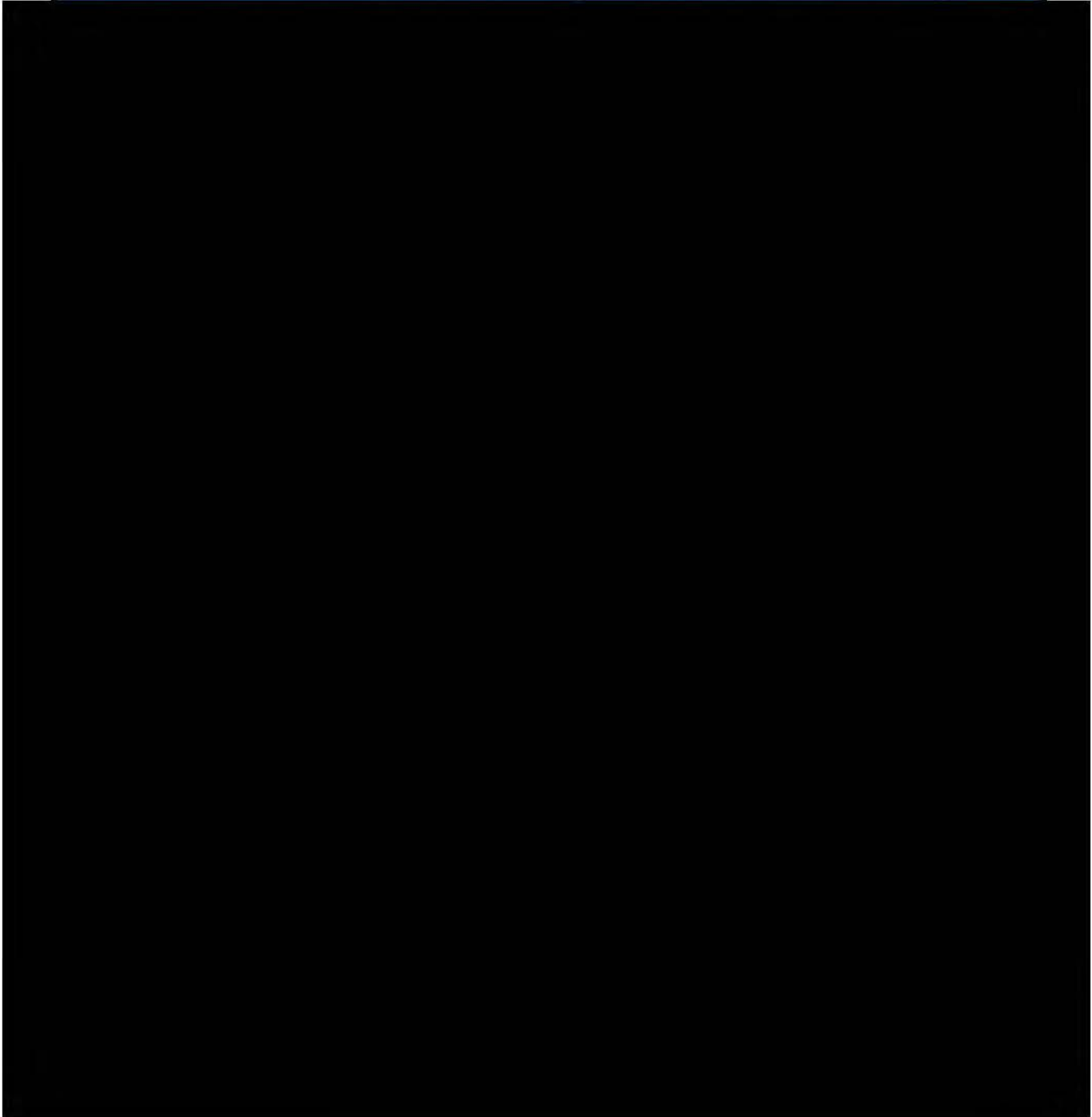
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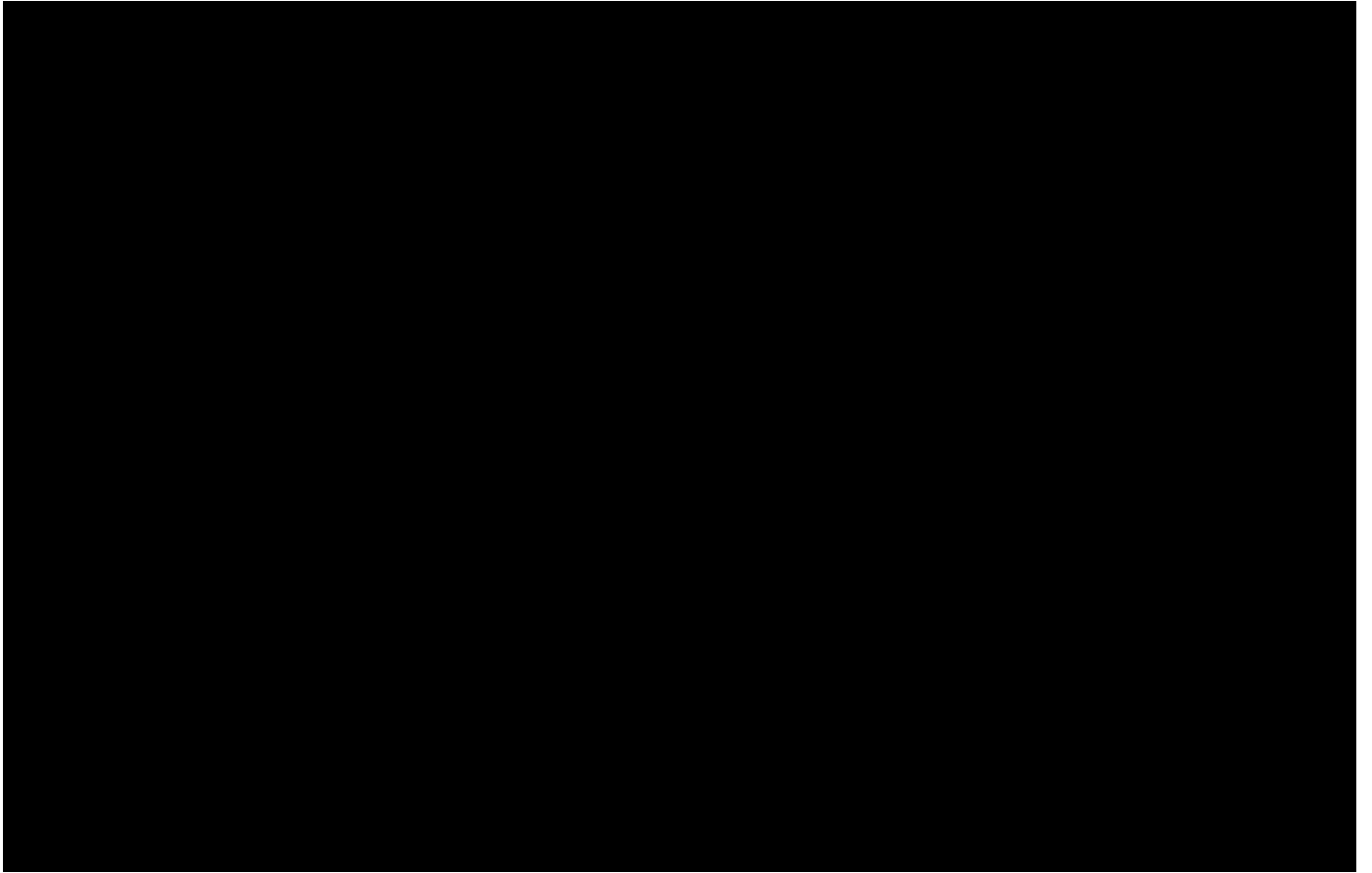
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## 5.5 NATIONAL STAFFING PLAN

### 1. NEW SUPPLIER CHECKLIST

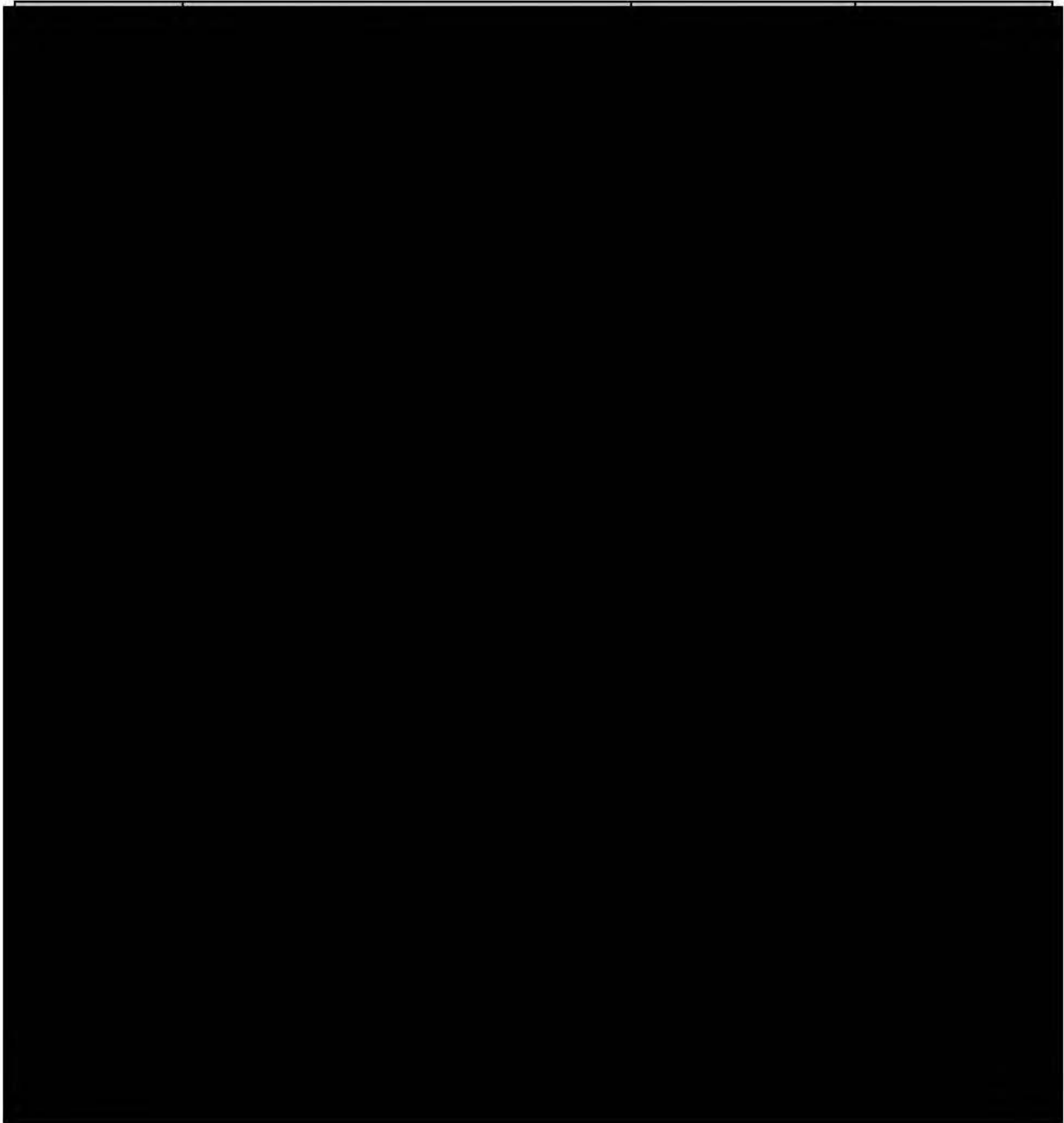
The time estimated for devotion to this checklist is merely an estimate. We will devote as much time as necessary to complete these tasks as implementation of this contract is our highest priority.





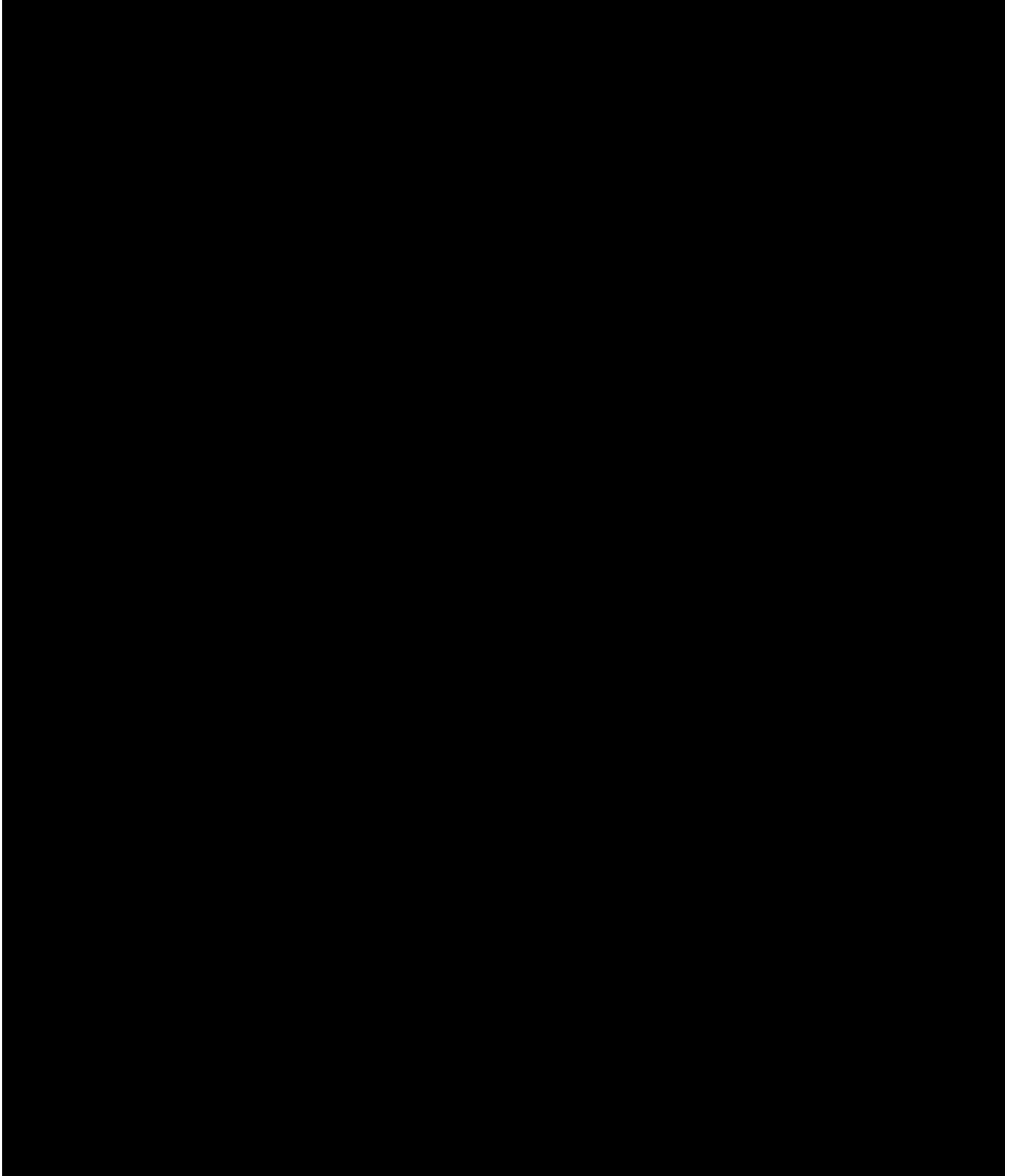
**2. KEY PERSONNEL**

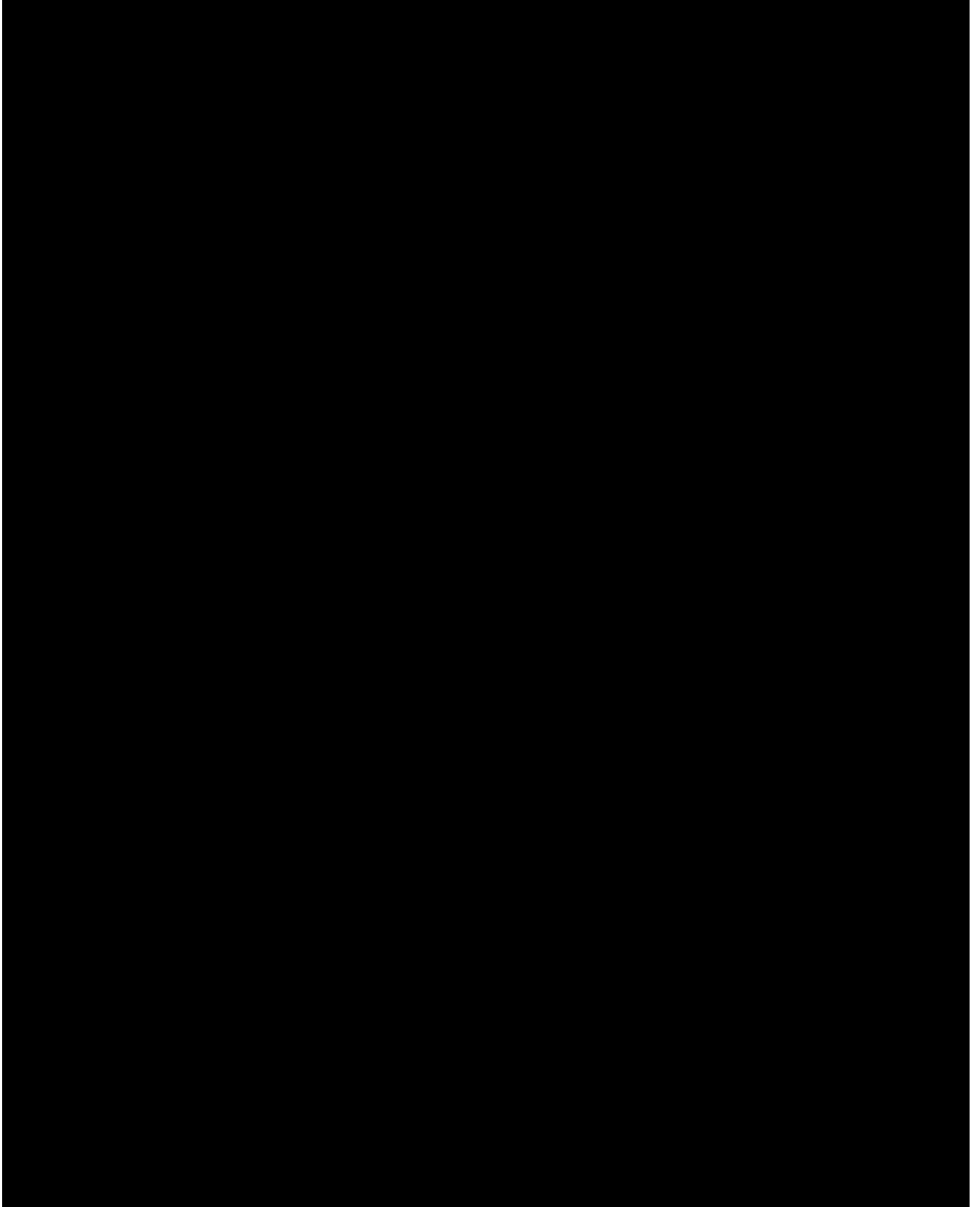
Please note that we will allocate as much time as required to complete the necessary tasks. We are 100% committed to U.S. Communities contract management and our personnel will commit the necessary time to complete their tasks.

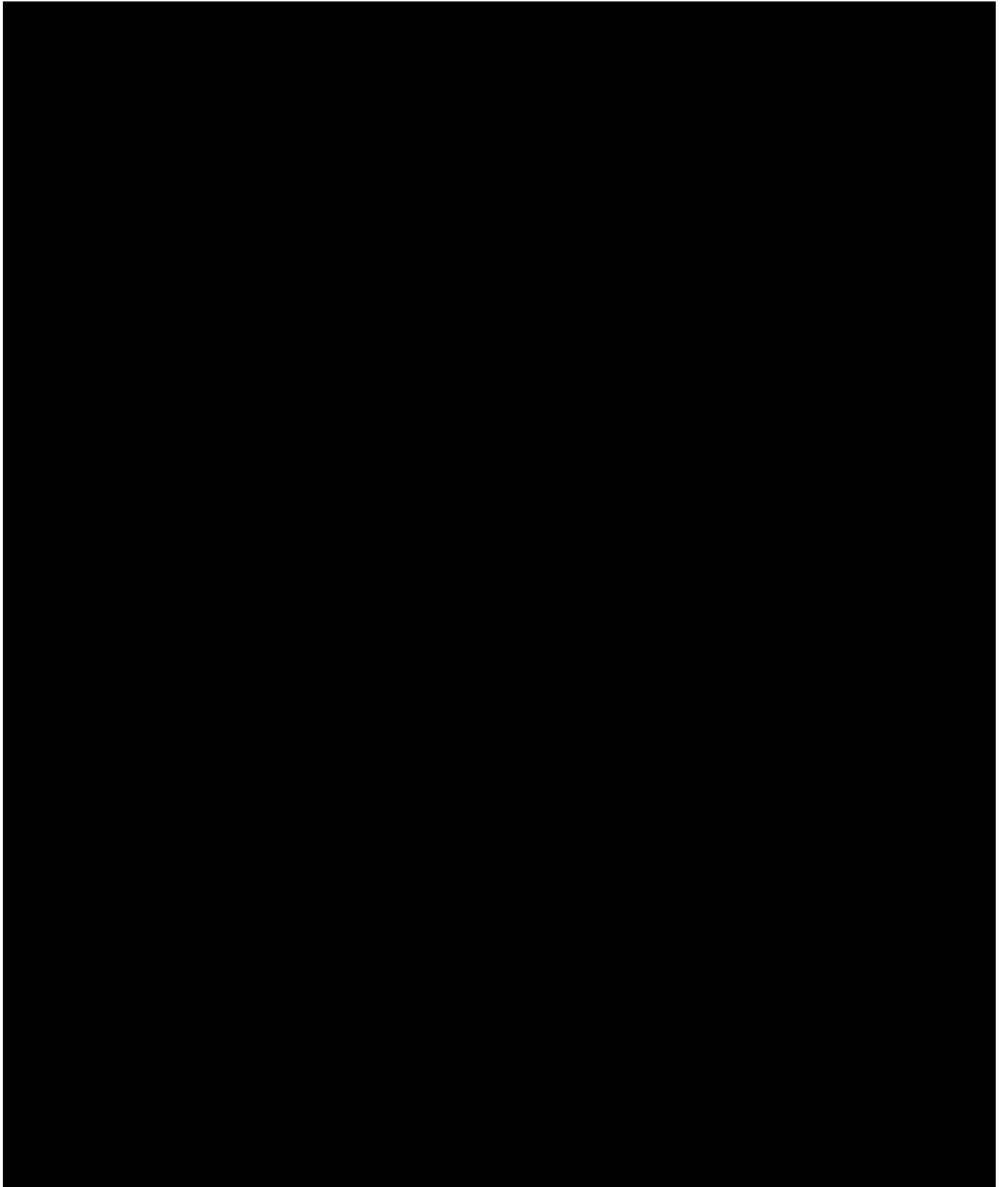


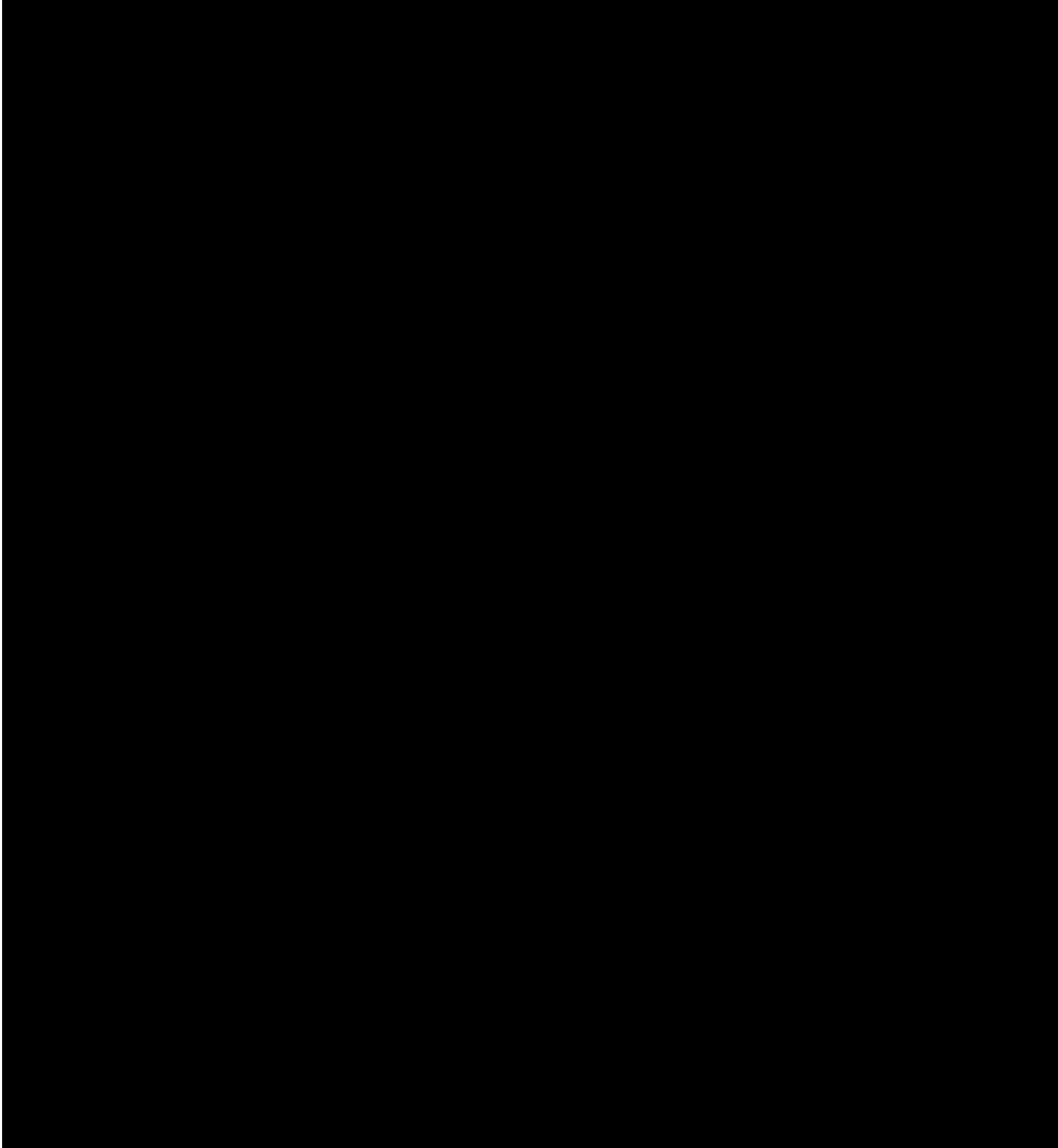


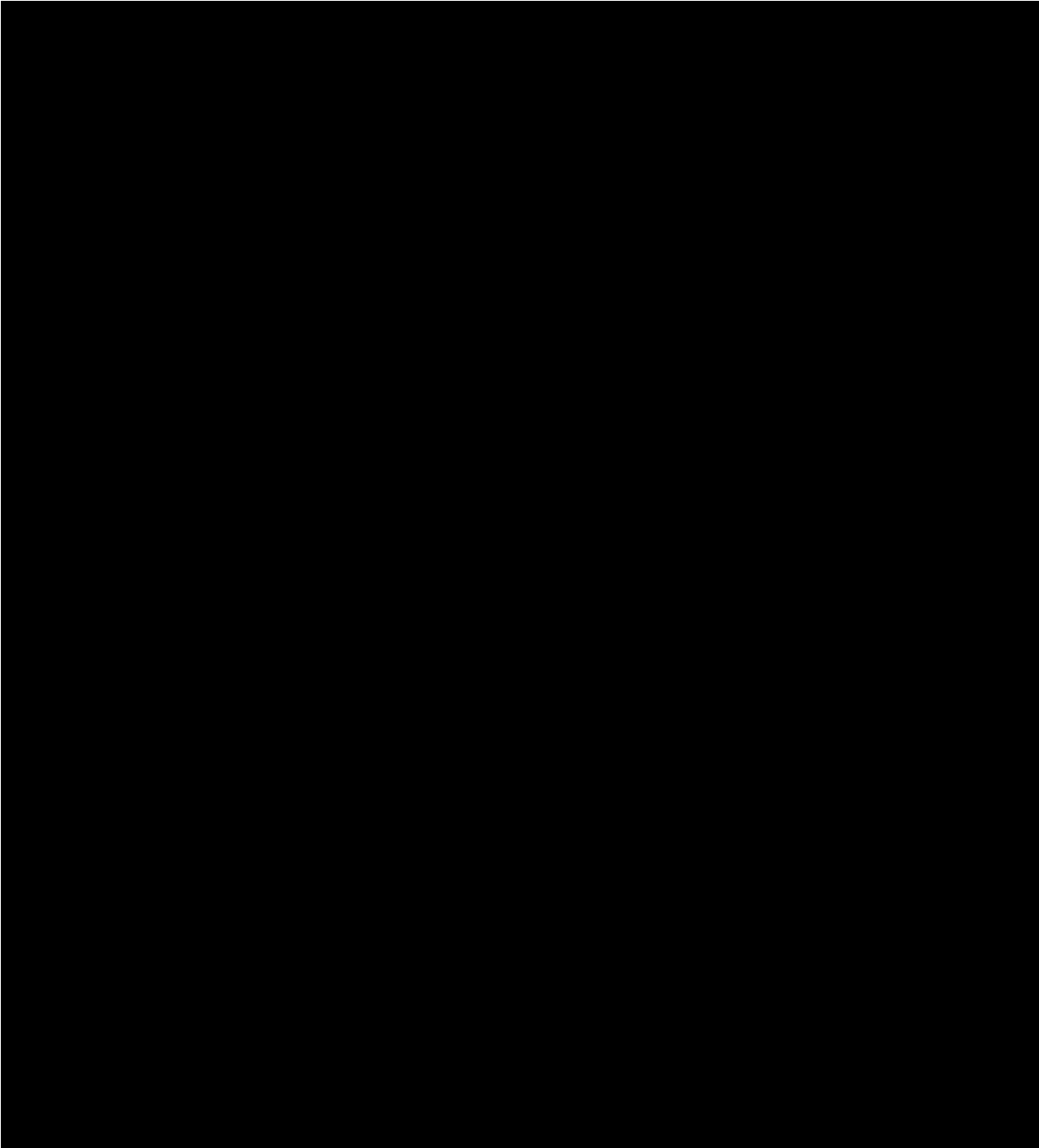
**4. PERSONNEL BIOS**



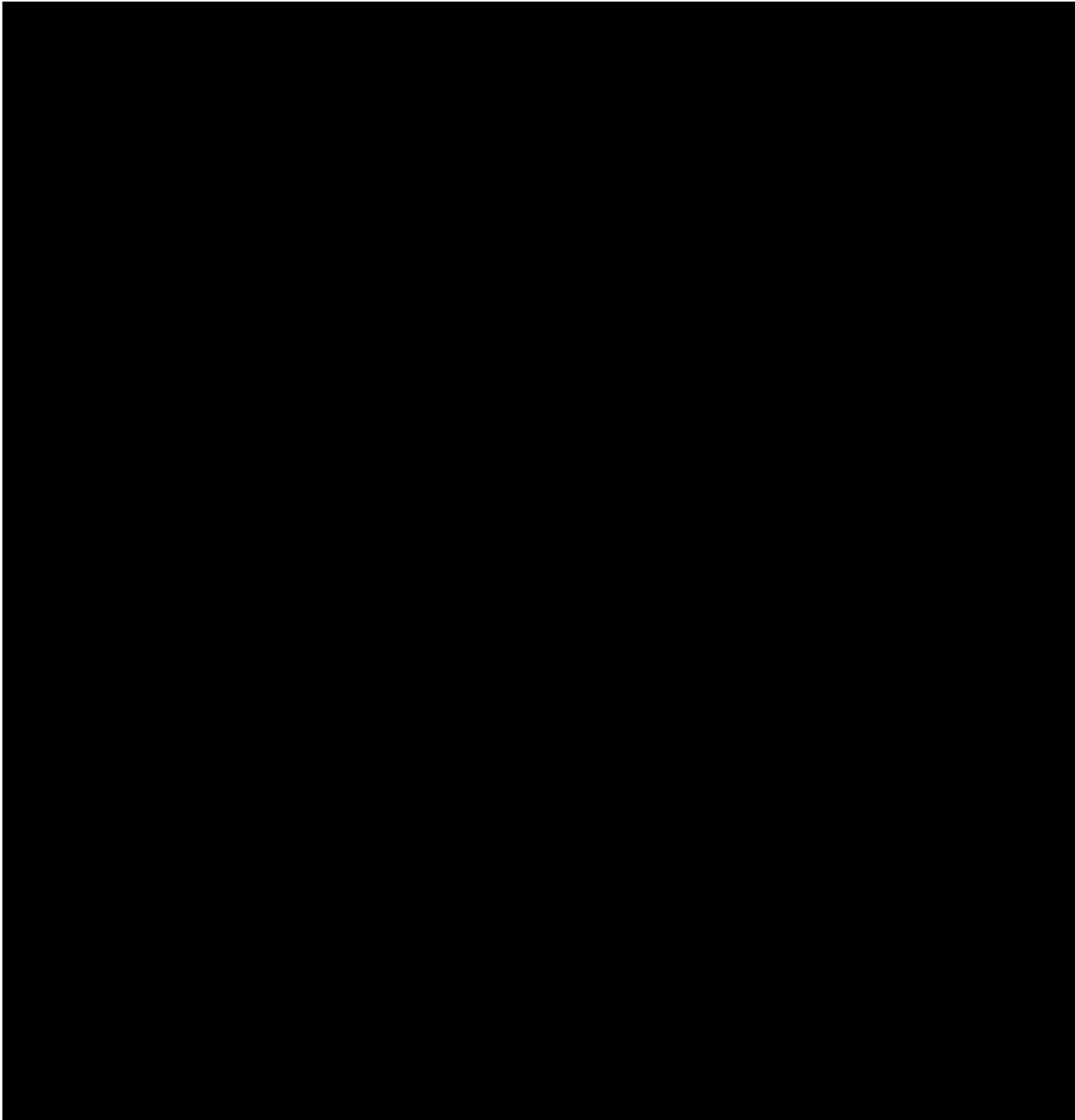


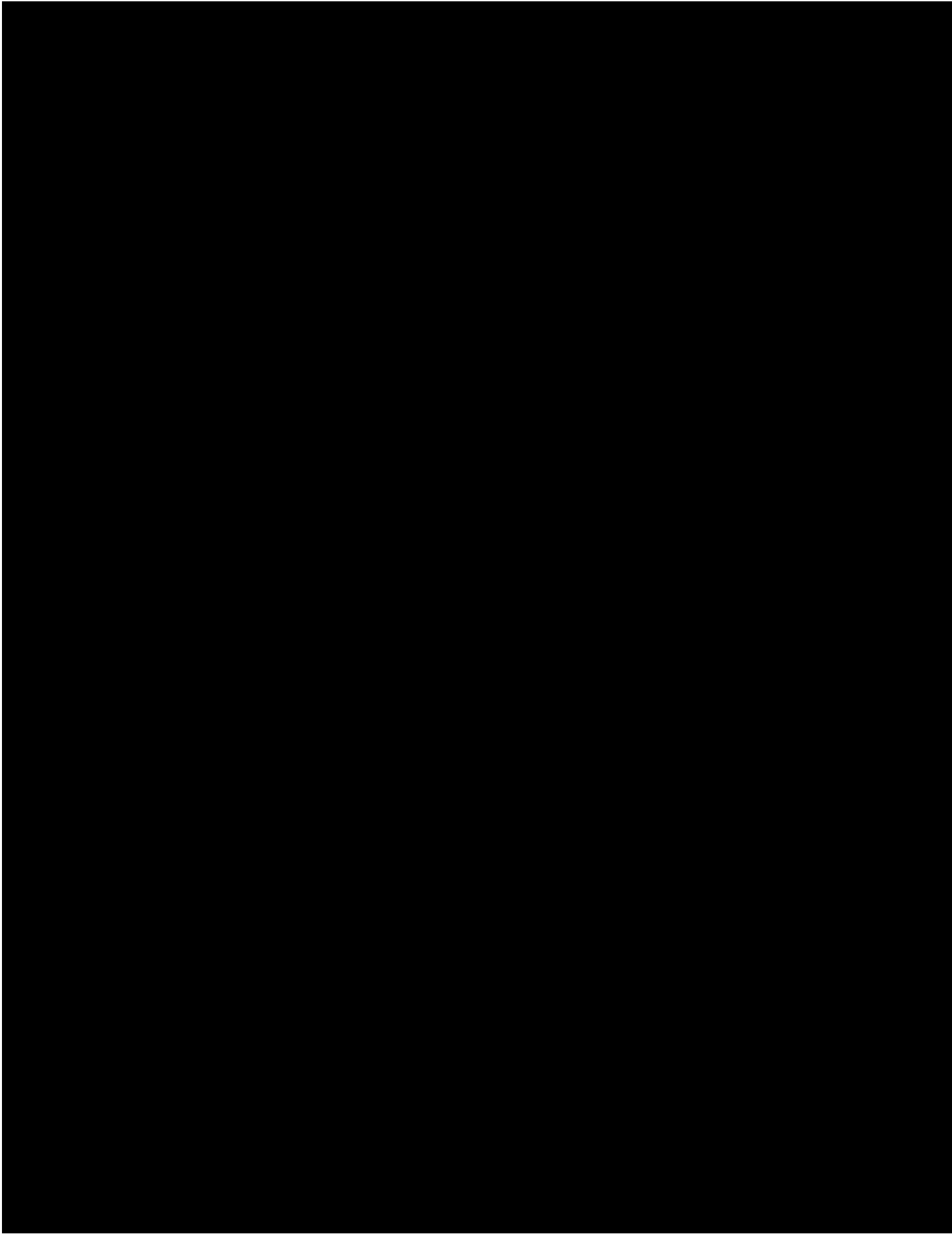






**KEY EXECUTIVE PERSONNEL BIOS**  
**SAFEWARE**





## 5.6 PRODUCTS, SERVICES AND SOLUTIONS

### 1. DESCRIPTION OF OFFERED PRODUCTS

Safeware-Mallory presents an offering meeting the requirements in each of the 31 General Product Categories listed in Section 3 of the RFP. We have relationships with suppliers meeting the requirements in every category, and will make an effort to make new relationships and customer needs dictate. Please see section Section 1.2 B of this proposal for a listing of the available vendors for each category.

Over 95% of the suppliers in this proposal are shared by Safeware and Mallory. For the 5% of suppliers unique to either Safeware or Mallory due to either supplier territory restrictions or line differences we will utilize the other company to source the required material. For example, Mallory buys reusable Level A garments from St. Gobain while Safeware carries Trelleborg. If a Participating Public Agency customer on the West coast requests a Trelleborg suit, Mallory sources the item through Safeware at no additional cost to the customer.

### 2. TRAINING AND EDUCATIONAL PROGRAMS

#### TRAINING

Safeware-Mallory provides many added value services on contract. We offer training in the following categories:

- Drug Enforcement
- Active Aggressor
- Drone
- Rope Rescue
- Hazardous Chemical
- Public Order Strategy

Offered Classes include:

- |  |   |
|--|---|
| ▪ Aerial Work/Lift Platforms                               | ▪ Evacuation Plans that Work                                    |
| ▪ Back Safety  | ▪ Ergonomics Hazard Assessment                                  |
| ▪ Bloodborne Pathogens                                     | ▪ Establishing a Safety & Health Committee                      |
| ▪ Bucket Truck Safety                                      | ▪ Fall Protection Awareness                                     |
| ▪ Chainsaw Safety  | ▪ Fall Protection Competent Person                              |
| ▪ Confined Space Entry Awareness                           | ▪ Fire Prevention & Fire Extinguishers                          |
| ▪ Confined Space Entry Operations                          | ▪ First Aid CPR AED (National Safety Council Certification)     |
| ▪ Confined Space Rescue                                    | ▪ Flagger Certification (National Safety Council Certification) |
| ▪ Cranes, Hoists & Lifts                                   | ▪ Forklift Operator (industrial/warehouse)                      |
| ▪ Crane Safety Awareness                                   | ▪ Forklift Train the Trainer                                    |
| ▪ Defensive Driver (National Safety Council Certification) | ▪ Hand & Portable Power Tools                                   |
| ▪ Developing Effective Safety Action Teams                 | ▪ Hazard Communication/Right to Know                            |
| ▪ Do Your Own OSHA Inspection                              | ▪ Hazard Identification   |
| ▪ Electrical Safe Work Practices                           |   |
| ▪ Emergency Action Plans                                   |   |



- 
- Hazardous Materials Awareness (initial and refresher)
  - Hazardous Materials Operations / Spill Response Team (initial and refresher)
  - Hazardous Materials 24 Hour Technician (initial and refresher)
  - Hazardous Waste Management (initial and refresher)
  
  - Hearing Conservation
  - High Voltage Electrical Safety
  - Hoists & Overhead Cranes
  - Job Safety Analysis/Job Hazard Analysis
  - Ladder Safety
  - Lead Safety
  - Lockout/Tagout Electrical Safety (authorized, affected and other)
  
  - Law Enforcement Public Order Civil Unrest
  - Law Enforcement Public Order Command Foundation Course
  - Machine Guarding
  - Material Handling
  - Mobile Cranes & Rigging
  - NFPA70E
  - OSHA 10-hour General Industry
  - OSHA 10-hour Construction
  
  - OSHA 30-hour General Industry
  - OSHA 30-hour Construction
  - OSHA Overview for HR Managers
  - OSHA Recordkeeping Requirements
  - Overhead Crane Operator
  - Personal Protective Equipment
  - Power Tool Safety
  - PPE Hazard Assessments
  - Respirator Fit-Tester Course
  - Respiratory Protection
  - Respiratory Protection Program Administrator
  - Safe Lifting
  - Safety Orientation Programs
  - Scaffold User
  - Scaffold Competent Person
  - Slings and Rigging
  - Spill Response Team Training
  - TB & Airborne Pathogens
  - Trenching & Excavation Competent Person
  - Work Zone Safety Supervisor

#### **ENSA NORTH AMERICA**

Safeware-Mallory has an ISO Certified work at height training division, ENSA North America. ENSA provides work-at-height safety positioning and rescue training, support and rigging services, confined space NFPA 70E and OSHA 10 and 30 hour courses to a variety of customers in Wind Power, Telecom, Fire, Utilities, Energy, Bridges, Solar, Suspended Platforms and Dams. With 10 training facilities located throughout the US, ENSA can facilitate training in any region of the country. Additionally, we have two mobile training towers which allow us to do on-site training for those customers who cannot travel. This is not standard compliance training, but rather a hands-on training where students are able to practice a variety skills in a practical training environment.

### ON-SITE TRAINING SERVICES

We also offer many services that require on-site training or testing to insure proper use of equipment for end users. These services can be found on our Technical Service Price List, included in our Cost Proposal. Such services include:

- Respirator Fit testing
- Product training/operation
- Donning/doffing PPE
- Fitting helmets
- Fitting PPE
- Fitting uniforms, boots
- Confined Space entry training
- Sign surveys
- Eyewash surveys
- OSHA compliance surveys

### EDUCATION

As safety professionals, we aim to educate our customers on current public safety issues. We have pursued several opportunities to provide education to our customers including seminars, a YouTube channel, Lunch & Learns, Webinars, and in-person product demonstrations and product trials.

- **Seminars** – Our most recent educational endeavor has been to organize seminars with top level officials on the dangers of Fentanyl. Please see Appendix A for example of flyer.
- **Video Content** – We have also begun to develop a video library located on our YouTube channel for on demand value added training.
- **Lunch & Learns** – Regional Mallory hosted *Lunch and Learns* target specific end-user channels and corresponding purchasers in an educational format about relevant products and services combined with U.S. Communities presentation by National Sales Manager and occasionally in partnership with USC Program Managers. Please see Appendix A for example.
- **Sales Calls** – We offer in-person demonstration of product and often leave customers with trial products to let them evaluate instruments before purchase
- **Webinars** – Our webinars are a great resource for the latest information on current public safety topics

### 3. CONSULTING SERVICES

Included in our scope of work are several areas in which we offer consulting services. Our team employs and contracts with many subject matter experts that offer consulting services alongside product sales. Our reps advise customers on proper equipment needed for specific situations. Examples of this include our offering of public order gear in which we have been pioneer change in the industry over. In the absence of viable US manufactured equipment, Safeware-Mallory has sourced products from Great Britain that will better protect officers in riot situations. Along with the product is the need for training, which is offered on contract from a company called Survival Edge Tactical Systems. We have partnered with their founder, Geoff Perin, to provide public order gear education on our YouTube channel.

For projects that require complex solutions, our sales reps will consult with the end user to jointly determine the best solution. An example of this is with our highly sensitive Government Security Solutions that require multiple technical vendors and a multitude of deployment options.

#### **SAFETY MANAGEMENT SERVICES**

Safeware-Mallory' Safety Management Services division specializes in providing degreed safety professionals in a variety of disciplines including but not limited to Safety, Industrial Hygiene, Health Physics, Construction Management and First Aid for either short or long-term engagements. In addition, our 45 staffed professionals can perform third party safety audits, expert witness, job hazard analysis, accident investigation and safety and health plan reviews.

#### **VENDING**

Our vending program is an excellent solution for inventory management and eliminates the need for a consultant to do the work of inventory analysis. Unlike some other vending based inventory management solutions, Safeware-Mallory uses modern web technologies to provide real-time access to data. Our vending solution eliminates the need for on board hard drives and pushes the software to the cloud allowing for lower overall costs, higher up times and less maintenance. The lower cost allows us to deploy vending for FREE to our customers in exchange for a marginal buying commitment.

#### **4. DELIVERY TIME**

Standard delivery times for stock items are generally one to two days from order to receipt. Some remote areas of the country may take 3-5 days depending on carrier capabilities. Full expedited delivery options are available including next day, two day and courier. Safeware-Mallory offers paid freight for all orders using normal shipping methods including: UPS® Ground, FedEx® Ground and Economy LTL freight carrier.

Many public safety customers will request items that have a stated lead time of up to 180 days. For example, bomb robots and armored vehicles are built to order and take months to deliver. All delivery information is communicated prior to purchase and customers are advised of the delivery status of their purchases. Many items, such as rope and gas masks are delivered within a couple of days of order and others such as our stock cones and safety PPE ship day-of order and are delivered within 3 days, as noted above.

Expedited services including next day, two-day, inside delivery, and courier services will be billed to the ordering agency as well as Hazardous Material Fees.

Urgent requirements can arise from a multitude of reasons. From a stock-out to a large incident, the emergency need can be for one person or hundreds. Our culture and organizational structure thrives on fulfilling the urgent need of our customers. When a customer has identified an urgent or emergency need, Safeware customer service will respond quickly to assess the need and source the required product. Response will be within 24 hours or less and shipping for urgent orders 72 hours or less and emergency orders 24 hours or less. Safeware will utilize its logistic and delivery contracts to ensure on-time delivery.

## **5. BACKORDER POLICY**

Safeware-Mallory's backorder policy consists of notifying the Public Agency buyer of the unforeseen backorder and providing options to cancel, substitute or accept the stated lead time. The decision for action is entirely up to the Agency buyer. The order will not be canceled unless the buyer instructs us to do so.

## **6. RESTOCKING FEES/RETURN PROCEDURES**

Safeware-Mallory extends U.S. Communities a liberal return policy allowing Public Agencies the flexibility to return stock material up to 6 months from date of shipment without cost or penalty. A full refund will be provided to the Public Agency upon receipt of returned product in sellable condition. Returns meeting any of the following conditions will be deemed acceptable:

- Incorrect product shipped
- Product damaged in shipment
- Product arrived with concealed shipping damages
- Product was recalled
- Product over shipment

Custom product in design or modification, as well as dated product, may not be returned but every effort will be made to work with the manufacturer to accommodate the Public Agency.

Safeware-Mallory customer service will provide disposition instructions to the customer within 15 days of notification of receipt of discrepant goods including a RMA (Return Material Authorization) number.

## **5.7 ENVIRONMENTAL**

### **1. ENVIRONMENTAL POLICIES**

Sustainability Mission Statement:

Safeware-Mallory cares about the environment and does business in a way to promote sustainability by reducing our carbon footprint and greenhouse gasses.

The following policies reflect our commitment to personal, global, and social responsibility:

- Maximize electronic and paperless communication
- Electronic ordering and billing
- Use teleconferencing and web presentations
- Use of VMI, consignment and aggregate deliveries to reduce fuel consumption
- Minimize square footage required at each location
- Encourage telecommuting when feasible
- Emphasize efficiency in all areas
- Reduce air travel as much as possible
- Reuse boxes in all warehouses
- Purchase and choose post-consumer waste recycled paper for all printing, reports, catalogs, and flyers

- Make recycling part of the company culture with convenient recycling bins for paper, cans, and bottles
- Choose American Made products that do not have to travel as far to reach the end consumer

Our strategy, as evident in our policies, aims to reduce waste and carbon footprint in all aspects of our business.

Specific investments include conversion from gas powered vehicles to higher efficiency diesel, recycle all paper waste generated, recycle aluminum cans, plastic bottles, toner cartridges, valves and metal cylinders and replace all lighting to high efficiency ballasts.

Our director of operations is responsible for implementing and enforcing our green initiatives.

## 2. ENVIRONMENTAL LABELING

Safeware offers a range of eco-friendly products that are found on our website in the “Green Products” category. Users can sort through Green Products by browsing or using filters to quickly find the relevant items.

The screenshot displays the Safeware website interface for the 'Green Products' category. The header includes the Safeware logo, user account information (WELCOME BACK, BENJAMIN (10027)), a cart icon showing 2 items for \$127.64, and a search bar. The navigation menu includes HOME, SHOPPING, REQUEST A QUOTE, CONTACT US, and US COMMUNITIES. The main content area is titled 'Green Products' and shows 'Viewing Page 1 of 1 (20 results)'. A search bar is present above the product list. On the left, there are filters for 'SEARCH IN CATEGORY' (Green Products) and 'FILTER YOUR SEARCH' (In Stock Only, Previously Purchased Only, Glove Type, Nitrile (1), Brand). The product list includes:

- GREEN-DEX Biodegradable Disp Glove, XL** (Items #: BE9 6106PPXL) - In-Stock UOM: BX. Price: Call for Price. Features: GREEN-DEX Biodegradable Disp Glove, XL Biodegradable, zero natural latex proteins, 100 pct nitrile, powder free, ambidextrous, 4 mil, 9.5 in long.
- Bucket, Safety Oil Spill 6.2 Gallon** (Items #: CEP OILKITE5) - In-Stock UOM: EA. Price: Call for Price.
- Kresto Hand Cleaner, One Pump, 2000ML** (Items #: STX 87044) - In-Stock UOM: EA. Price: \$23.53.

## 3. THIRD PARTY CERTIFICATIONS

Though none of our products specifically have any third-party environmental certifications, a number of our products are classified as “green” or environmentally friendly.

- ShowaBest Biodegradable gloves
- Rayovac and Duracell rechargeable batteries
- LED flashlight
- Moldex non-PVC plugs
- Cotton and Polyknit glove recycle programs

- Presoaked chemical wipes
- All-Natural oil-sorbent products
- Simple Green
- Environmentally safe firefighting foam
- GASCO – Eco-friendly bottles

#### **4. RECYCLING SERVICES**

Safeware-Mallory has a focus on recycling programs and utilizes green initiatives whenever possible. We aim to reduce waste and our carbon footprint in all aspects of our business. Specific investments include conversion from gas powered vehicles to higher efficiency diesel or electric, recycle all paper waste generated, recycle aluminum cans, plastic bottles, toner cartridges, valves and metal cylinders and replace all lighting to high efficiency ballasts with motion sensors. We utilize recycled products for shipping such as cardboard and fillers whenever possible and look to partner with suppliers that use green products.

Safeware also accepts used batteries, cylinders and various scrap products at no charge from customers to assist in the recycling of these products.

#### **5. ENVIRONMENTAL OFFERING**

While Safeware-Mallory is dedicated to offering our customers environmentally preferable products wherever available, we have found that this particular industry lacks manufacturers with the same focus. Less than 1% of our suppliers offer environmentally preferable products. Due to the nature of products in the industry, product is often manufactured with the highest level of material to ensure safety rather than using recycled material that may not offer the same quality. End users are willing to pay for the product as is because they prioritize safety of the product over environmentally preferable product. We have contacted large manufacturers such as Dupont, 3M, and Honeywell, none of which have a significant offering of green designated product. We are continually revisiting this issue and will offer environmentally preferred product when our manufacturers do the same.

### **5.8 ADDITIONAL INFORMATION**

We feel that this proposal is comprehensive in nature and accurately reflects the added benefits Safeware-Mallory has to offer. Our service offerings, vending solutions, consulting services, training to reduce injury and increase knowledge are some of the few benefits we have to offer that have been previously discussed.

Some of the many added value services we have to offer include:

- Respiratory repair and annual testing
- Respiratory fit testing
- Detection calibration
- Detection repair
- Suit testing
- Hose testing
- PPE cleaning
- Compressor repair and testing
- Breathing air testing

## APPENDIX A

**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT ("Agreement") is made as of 3-8-18, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and SAFEWARE, INC ("Supplier").

**RECITALS**

WHEREAS, FAIRFAX CO. ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of PUBLIC SAFETY & EMERGENCY PREPAREDNESS EQUIP (the "Products and Services");

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

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

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

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

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

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

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

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

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

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

## APPENDIX A

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

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

### ARTICLE II

#### TERM OF AGREEMENT

2.1 This Agreement is effective as of 3-8-18 and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

### ARTICLE III

#### REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual national, regional and state-level sponsors. In addition, the U.S. Communities 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.



## APPENDIX A

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

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

(a) Corporate Commitment.

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

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

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

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

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

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

## APPENDIX A

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

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

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

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

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

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

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

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

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

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall

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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 U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train 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 U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

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

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

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

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the

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unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

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

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

### ARTICLE IV

#### PRICING AUDITS

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

### ARTICLE V

#### FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S.

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Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

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

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to [reporting@uscommunities.org](mailto:reporting@uscommunities.org). If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. 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, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities 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) U.S. Communities 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

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

ARTICLE VI

MISCELLANEOUS

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

6.2 Assignment.

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

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

6.3 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. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:

U.S. Communities  
9711 Washingtonian Blvd. Suite 100  
Gaithersburg, MD 20878-7381  
Attn: Program Manager Administration

Supplier:

SAFEWARE, INC  
4403 FORBES, BLVD  
LANHAM, MD 20706

Attn: U.S. Communities 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.

## APPENDIX A

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 California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

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



APPENDIX A

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

Name: Kevin Juhring

Title: President

Supplier:

SAFEWARE, INC

By 

Name: KARLA A HYATT

Title: ~~Asst~~ DIRECTOR OF GOVT  
CONTRACTS



## APPENDIX D

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**  
**REGISTRATION INFORMATION**

The offeror:

is a corporation or other business entity with the following SCC identification number:

F109145-5 -OR-

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

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

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why 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.

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

APPENDIX D

**BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**

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

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:
 

Virginia	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
- Date business began/will begin work in Fairfax County

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

Emergency preparedness equipment and  
Public Safety

---

% of work unknown at this time

---



---

*Karla A. Hlyos*  
\_\_\_\_\_  
Signature

3-8-18  
\_\_\_\_\_  
Date

**Complete and return this form or a copy of your current Fairfax County Business License with your proposal.**

APPENDIX D

**Certification Regarding Ethics in Public Contracting**

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

Check one:

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

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

If 2 is selected, please complete the following:

Recipient: \_\_\_\_\_

Date of Gift: \_\_\_\_\_

Description of the gift and its value:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of the consideration received in exchange and its value:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Printed Name of Bidder/Offeror Representative: MARYANNE PETRENKO

Signature/Date: Mary Anne Petrenko 1 2-12-2018

Company Name: SAFEWARE INC

Company Address: 4403 FORBES BLVD

City/State/Zip: LANHAM MD 20706

***This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.***

## APPENDIX D

## 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:

MARY ANNE PETRENKO

Signature/Date:

Mary Anne Petrenko      1/2/2018

Company Name:

SAFEWARE INC

Address:

4403 FORBES BLVD

City/State/Zip:

LANHAM MD 20706

SSN or TIN No:

52-1152883

APPENDIX D

**Sample Listing Of Local Public Bodies**

REFERENCE PARAGRAPH 13 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to:

<input checked="" type="checkbox"/>	Alexandria Public Schools, VA	<input checked="" type="checkbox"/>	Manassas Park, Virginia
<input checked="" type="checkbox"/>	Alexandria Sanitation Authority	<input checked="" type="checkbox"/>	Maryland-National Capital Park & Planning Commission
<input checked="" type="checkbox"/>	Alexandria, Virginia	<input checked="" type="checkbox"/>	Maryland Transit Administration
<input checked="" type="checkbox"/>	Arlington County, Virginia	<input checked="" type="checkbox"/>	Metropolitan Washington Airports Authority
<input checked="" type="checkbox"/>	Arlington Public Schools, Virginia	<input checked="" type="checkbox"/>	Metropolitan Washington Council of Governments
<input checked="" type="checkbox"/>	Bladensburg, Maryland	<input checked="" type="checkbox"/>	Montgomery College
<input checked="" type="checkbox"/>	Bowie, Maryland	<input checked="" type="checkbox"/>	Montgomery County, Maryland
<input checked="" type="checkbox"/>	Charles County Public Schools, MD	<input checked="" type="checkbox"/>	Montgomery County Public Schools
<input checked="" type="checkbox"/>	College Park, Maryland	<input checked="" type="checkbox"/>	Northern Virginia Community College
<input checked="" type="checkbox"/>	Culpeper County, Virginia	<input checked="" type="checkbox"/>	Omni Ride
<input checked="" type="checkbox"/>	District of Columbia	<input checked="" type="checkbox"/>	Potomac & Rappahannock Trans. Commission
<input checked="" type="checkbox"/>	District of Columbia Courts	<input checked="" type="checkbox"/>	Prince George's County, Maryland
<input checked="" type="checkbox"/>	District of Columbia Public Schools	<input checked="" type="checkbox"/>	Prince George's County Public Schools
<input checked="" type="checkbox"/>	DC Water and Sewer Authority	<input checked="" type="checkbox"/>	Prince William County, Virginia
<input checked="" type="checkbox"/>	Fairfax County Water Authority	<input checked="" type="checkbox"/>	Prince William County Public Schools, VA
<input checked="" type="checkbox"/>	Fairfax, Virginia (City)	<input checked="" type="checkbox"/>	Prince William County Service Authority
<input checked="" type="checkbox"/>	Falls Church, Virginia	<input checked="" type="checkbox"/>	Rockville, Maryland
<input checked="" type="checkbox"/>	Fauquier County Government and Schools, Virginia	<input checked="" type="checkbox"/>	Spotsylvania County Schools, Virginia
<input checked="" type="checkbox"/>	Frederick, Maryland	<input checked="" type="checkbox"/>	Stafford County, Virginia
<input checked="" type="checkbox"/>	Frederick County Maryland	<input checked="" type="checkbox"/>	Takoma Park, Maryland
<input checked="" type="checkbox"/>	Gaithersburg, Maryland	<input checked="" type="checkbox"/>	Upper Occoquan Sewage Authority
<input checked="" type="checkbox"/>	Greenbelt, Maryland	<input checked="" type="checkbox"/>	Vienna, Virginia
<input checked="" type="checkbox"/>	Herndon, Virginia	<input checked="" type="checkbox"/>	Virginia Railway Express
<input checked="" type="checkbox"/>	Leesburg, Virginia	<input checked="" type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input checked="" type="checkbox"/>	Loudoun County, Virginia	<input checked="" type="checkbox"/>	Washington Suburban Sanitary Commission
<input checked="" type="checkbox"/>	Loudoun County Public Schools	<input checked="" type="checkbox"/>	Winchester, Virginia
<input checked="" type="checkbox"/>	Loudoun County Sanitation Authority	<input checked="" type="checkbox"/>	Winchester Public Schools
<input checked="" type="checkbox"/>	Manassas, Virginia		
<input checked="" type="checkbox"/>	Manassas City Public Schools, Virginia		

Complete and return this form with your proposal.

SAFEWARE, INC  
Vendor Name

## APPENDIX D

## BUSINESS CLASSIFICATION SCHEDULE

**PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL.** This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, 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 Agency/Public Body" in Step 1.

<b>Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.</b>				
<input checked="" type="checkbox"/> Small	<input type="checkbox"/> Large	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Government Agency/Public Body	<input type="checkbox"/> Shelter Workshop
<b>Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.</b>				
<input type="checkbox"/> Women-Owned	<input type="checkbox"/> Minority-Owned	<input type="checkbox"/> Service-Disabled Veteran-Owned		

**DEFINITIONS**

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

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

**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.

**Shelter Workshop** – 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 in the workshop.



APPENDIX D



COUNTY OF FAIRFAX  
 DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT  
 SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM  
 12000 Government Center Parkway, Suite 427  
 Fairfax, Virginia 22035-0013  
 Fax: 703-324-3228

**SUBCONTRACTOR (S) NOTIFICATION FORM**

Solicitation/Contract Number/Title: RFP 2000002547 PUBLIC SAFETY & EMERGENCY PREPAREDNESS EQUIP.

Prime Contractors Name: SAFEWARE, INC.

Prime Contractor's Classification: SMALL

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited solicitation, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor. Please complete this form and return it to this office with your submission.

Please check here if you are not using a subcontractor:

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

Complete and return this form with your proposal.

## APPENDIX I

## BYRD ANTI-LOBBYING CERTIFICATION

31 U.S.C. 1352 et seq.

*(To be submitted with each bid or offer exceeding \$100,000)*

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, SAFEWARE, INC, 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.

Printed Name of  
Representative:

KARLA A HYATT

Signature/Date:

Karla A Hyatt 3-8-18

Company Name:

SAFEWARE, INC

Address:

4403 FORBES BLVD

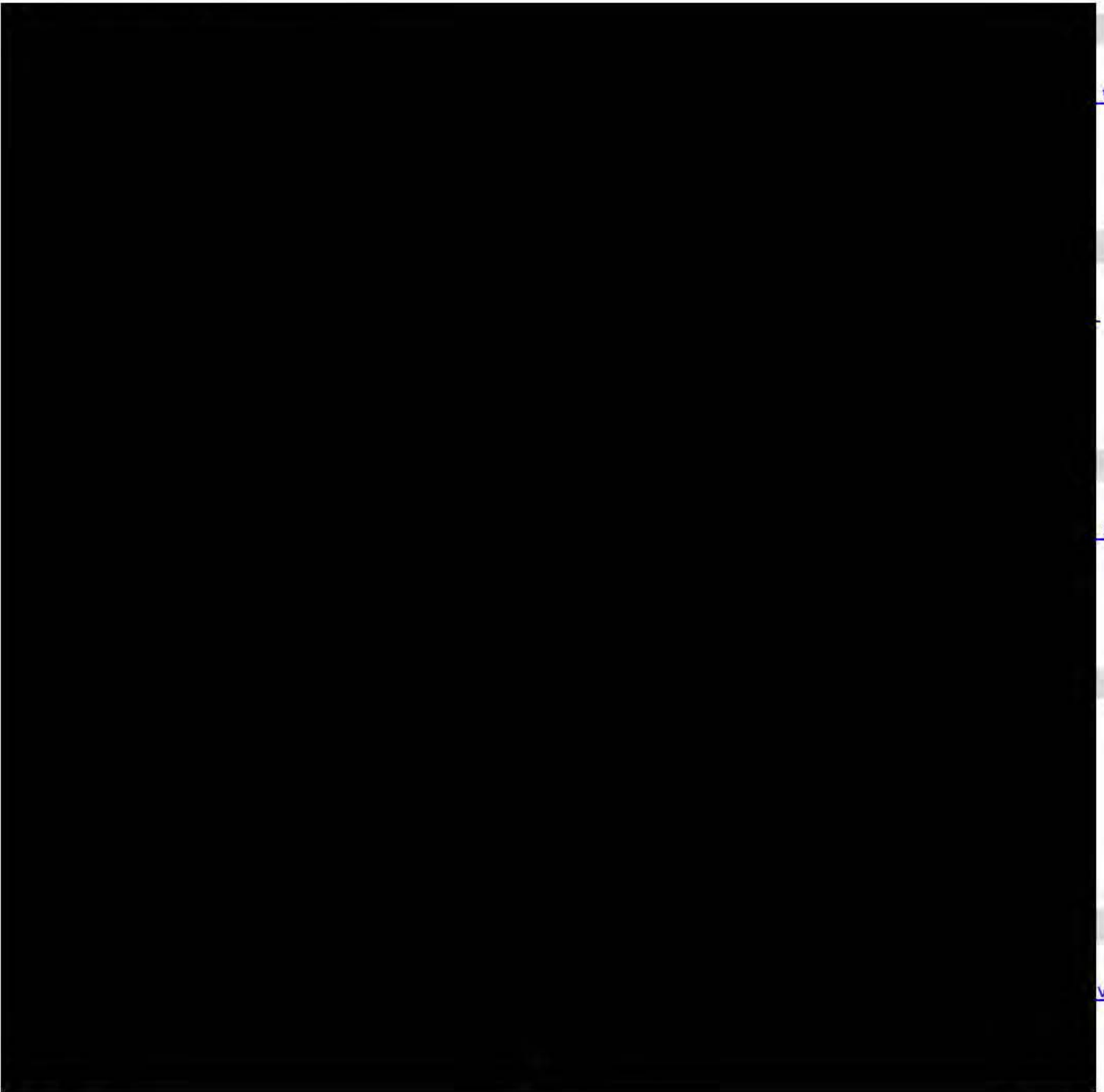
City/State/Zip:

LANHAM, MD 20706

SSN or TIN No:

52-1152883

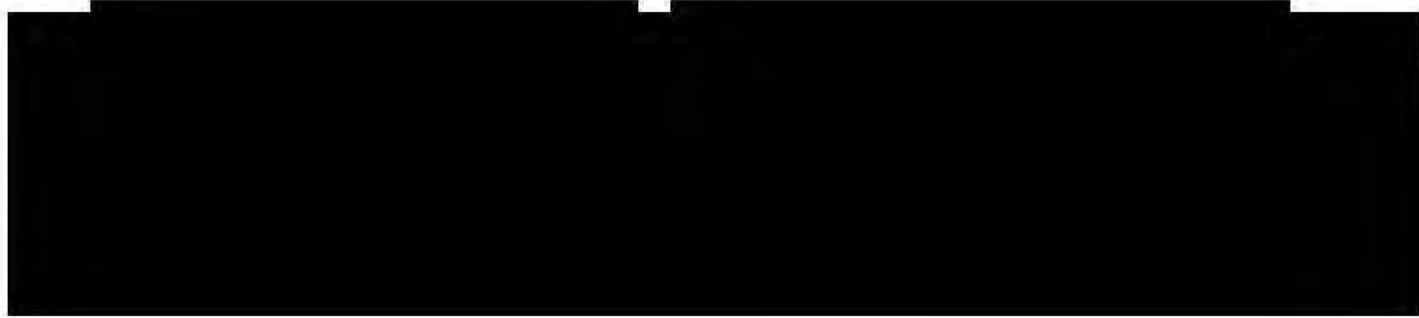
Attachment C - References



[v](#)

[s](#)

[v](#)



APPENDIX D

**Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2-4342(F)**

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2 4342(F)

This form is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

a) Submission of this form with or without other reference to Article 2, Section 4.D.3 of the Purchasing Resolution or Va. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.

b) Identify the specific data or other material for which protection is sought. Suggested forms of designation include: listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g. "all portions of the Proposal marked "Proprietary" or "Trade Secret"). NOTE: The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

c) For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary. NOTE: Your explanation must do more than simply stating the materials are "proprietary," or "trade secrets," or "not publically available." You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY
Sateware Financials	Attachment D	As a privately held company, we do not make our financials public



# County of Fairfax, Virginia

## ADDENDUM

Date: March 2, 2018

### ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS  
REFERENCE: RFP2000002547  
TITLE: Public Safety and Emergency Preparedness Equipment and Related Services  
DUE DATE/TIME: March 13, 2018 / 2:00 P.M. EDT

The referenced request for proposal is amended as follows:

1. Reference page 6, Section 8. Contract Period and Renewal, Paragraph 8.2, fourth sentence: Revise to read "The County reserves the right to renew the contract for five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties."
2. Attachment C – Market Basket, is replaced in its entirety by an updated version. Prospective Offerors may access the updated version of Attachment C – Market Basket in Excel format at: <http://www.fairfaxcounty.gov/solicitations>
3. Refer to Attachment 1 for questions and answers received by e-mail and from the pre-proposal conference held on February 22, 2018 at 10:30 A.M.
4. Refer to Attachment 2 for the Attendance Sheet for the pre-proposal conference held on February 22, 2018.

All other terms and conditions remain unchanged.

Jamie Pun, VCO, CPPB  
Contract Specialist II, Team 1

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

SAFEWARE, INC

Name of Firm

Karla A. Hlyst  
(Signature)

3-8-18  
(Date)

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

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

**Department of Procurement & Material Management**

12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/procurement](http://www.fairfaxcounty.gov/procurement)

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

## Appendix A – Marketing Material

- Safeware USC Contract Flyer
- Safeware Fire Line Card
- Safeware Industry Line Card
- Mallory Fire Line Card
- Mallory Lunch & Learn Flyer
- Safeware Fentanyl Seminar Flyer

**All Departments - One SAFETY Contract.**



Public Safety and Emergency Preparedness Equipment and Related Services  
 Contract#: 4400001839  
 Lead Public Agency: Fairfax County, VA

**Proud Supplier Partner of:**



Distributing the Leading Brands in Safety and Response including:

**Offering Safety Solutions & Services Including:**

- Personal Protective Equipment (PPE)
- Explosive Device Mitigation & Remediation Equipment
- Environmental Monitoring
- CBRNE Search & Rescue Equipment
- Interoperable Communications Equipment
- Detection Equipment
- Decontamination Equipment
- Hazardous Materials Storage
- Spill Control and Containment
- Physical Security Enhancement Equipment
- Fire and Emergency Response
- Traffic Safety
- Facility Safety and Maintenance
- Fall Protection and Space
- Medical and First Aid Supplies
- CBRNE Reference Materials
- Related Services
- Other Non-listed Public Safety, Law Enforcement and Fire Equipment
- Training



**Public Safety and Emergency Preparedness Equipment**

**All Departments - One SAFETY Contract.**

# Safeware®

OUTFITTING THE FEARLESS SINCE 1979

## WHAT

Sponsored by 5 National Sponsors and over 90 state and regional organizations, U.S. Communities is a nonprofit government purchasing cooperative group that offers reduced costs on goods and services through competitively solicited contracts awarded to lead public agencies.

## WHO

U.S. Communities has over 55,000 participating agencies, from both the public and nonprofit sectors.

Generally, the following agencies are eligible to use the U.S. Communities Program:

- Counties, Cities, Towns and Villages
- Special Districts (e.g., Fire, Sewer, Water, etc.)
- Public Schools including: K-12, Community Colleges, Universities, Technical and Vocational
- State Agencies
- Other Local Governments
- Nonprofit Corporations (including Private K-12, Private Colleges and Universities)

## WHY

The U.S. Communities contract is competitively bid. Public agencies are able to eliminate the bid process through the Joint Powers Authority of Cooperative Procurement Authority and purchase their supplies and services at a reduced cost. Agencies that use this contract experience on average a 5% savings over traditional procurement practices in process alone.

## HOW

Registration is simple and free. If you are not currently participating with U.S. Communities go to: [www.uscommunities.org](http://www.uscommunities.org)

If you are already a U.S. Communities participant, and would like to purchase from Safeware-Mallory go to: [www.safewareinc.com](http://www.safewareinc.com)



Safeware, Inc. of Lanham, Maryland and Mallory Safety and Supply of Portland, Oregon have partnered to form the team of Safeware-Mallory for the purpose of providing U.S. Communities participants with the highest level of expertise and service in Public Safety.

Both Safeware and Mallory are nationally recognized industry leaders in the distribution and servicing of this market segment. The two companies have had a long history of working together. Most importantly they share core values, professionalism and a deep sense of responsibility to their customers. Their many synergies along with a strong background in distribution, emergency preparedness equipment, and response will be of great benefit to U.S. Communities.

The Safeware-Mallory Team brings national coverage and regional expertise to all agencies. We are committed to providing all customers with an exceptional selection of safety products and expertise, combined with the support of service and response, for a total safety solution.



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



**800.331.6707 • [uscommunities@safewareinc.com](mailto:uscommunities@safewareinc.com)**

**Public Safety and Emergency Preparedness Equipment**



# Safeware®

OUTFITTING THE FEARLESS SINCE 1979

## FIRE & RESCUE/HAZMAT/WATER RESCUE



Do More™



U.S. COMMUNITIES®  
GOVERNMENT PURCHASING ALLIANCE



CONTRACT #4400001839

www.uscommunities.org  
uscommunities@safewareinc.com

## AEDS

- \* Cardiac Science
- \* ZOLL Medical

## AIR COMPRESSORS

- \* BAUER Compressors
- \* Scott Safety

## CBRNE - BIOLOGICAL

- \* ADVNT Biotechnologies
- \* Bio Shield Technologies
- \* Field Forensics
- \* FLIR Detection
- \* MSA
- \* RAE Systems
- \* Response Biomedical
- \* Smiths Detection

## CBRNE - CHEMICAL

- \* Arizona Instrument
- \* Biosystems
- \* BW Technologies
- \* CANBERRA
- \* Chemring
- \* Crowcon
- \* Draeger
- \* FLIR Detection
- \* GFG Instrumentation
- \* Morphix Technologies
- \* MSA
- \* NEXTEQ
- \* Proengin
- \* RAE Systems
- \* RKI Instruments
- \* Scott Instruments
- \* SEER Technology
- \* SENSIT Technologies
- \* Smiths Detection
- \* TrueTech
- \* WB Johnson

## CBRNE - EXPLOSIVE

- \* Field Forensics
- \* FLIR Detection
- \* Morphix Technologies
- \* Morpho Detection
- \* MSA
- \* RAE Systems
- \* Smiths Detection
- \* WB Johnson

## CBRNE - NUCLEAR

- \* Berkeley Nucleonics
- \* MSA
- \* RAE Systems
- \* Smiths Detection

## CBRNE - RADIOLOGICAL

- \* Berkeley Nucleonics
- \* CANBERRA
- \* FLIR Detection
- \* Mirion Technologies
- \* MSA
- \* POLIMASTER
- \* RAE Systems
- \* Smiths Detection
- \* WB Johnson

## COMMUNICATIONS

- \* Atlantic Signal
- \* CavCom
- \* LEADER
- \* MSA
- \* Peltor
- \* Savox
- \* Scott Safety

## DECONTAMINATION SYSTEMS

- \* Decon7
- \* DuPont
- \* Force1Decon
- \* Intelagard
- \* TrueTech

## EMS EQUIPMENT

- \* Ambu
- \* Reeves EMS
- \* Skedco
- \* Stryker EMS

## EQUIPMENT STORAGE

- \* 5.11 Tactical
- \* BLACKHAWK!
- \* Evac Systems
- \* Hollowell
- \* OK-1
- \* Pelican
- \* R&B Fabrications
- \* Ready Rack
- \* Ziamatic

## EYEWEAR

- \* Crossfire Safety
- \* Edge Eyewear
- \* ESS
- \* Paulson Mfg.
- \* Pyramex Safety
- \* Radians
- \* Uvex
- \* Wiley X
- \* Wolf Peak

## FIRE EXTINGUISHERS

- \* Buckeye
- \* Cold Fire Tactical
- \* Intelagard
- \* Kidde
- \* North American Rescue

## FIRE TRAINERS

- \* Draeger
- \* Kidde Fire Trainers

## FIRST AID & TRAUMA

- \* Certified Safety
- \* H&H Medical
- \* North
- \* North American Rescue

## FLASHLIGHTS & ILLUMINATION

- \* Aircraft Dynamics
- \* Airstar Safety
- \* Air Systems
- \* Brite-Strike
- \* FoxFury
- \* Pelican
- \* Streamlight
- \* UK International
- \* Will-Burt

## FOAM & SUPPRESSANTS

- \* ANSUL
- \* Combat Support Products
- \* Intelagard
- \* Kidde Dual Spectrum
- \* Kidde Fire Fighting
- \* National Foam

## FOOTWEAR

- \* 5.11 Tactical
- \* Danner
- \* Diamondback Fire & Rescue
- \* Fire-Dex
- \* HAIX
- \* Onguard Industries
- \* Tingley Rubber

## GLOVES & ACCESSORIES

- \* Alliance Fire & Rescue
- \* HexArmor
- \* MCR Safety
- \* Mechanix Wear
- \* North
- \* Shelby Gloves
- \* Valeo

## HAZMAT PPE

- \* Ansell Protective
- \* DuPont
- \* Kappler
- \* Kimberly-Clark
- \* Lakeland
- \* RST

## HEAD PROTECTION

- \* Bullard
- \* Cairns Helmets
- \* LEADER
- \* Pacific

## HEAT DETECTION

- \* FLIR/Extech
- \* Metris Instruments

## HOODS

- \* Alliance Fire & Rescue
- \* Chicago Protective Apparel
- \* National Safety Apparel
- \* PGI

## HYDRATION & COOLING

- \* CamelBak
- \* Ergodyne
- \* TechNiche International

## INCIDENT COMMAND & MANAGEMENT

- \* Activu
- \* D4H
- \* NowForce
- \* Salamander
- \* SceneDoc

## LADDERS

- \* Duo-Safety
- \* Little Giant

## LEATHER PRODUCTS

- \* 5.11 Tactical
- \* Aker Leather
- \* Boston Leather

## MASS COMMUNICATIONS

- \* 308 Systems
- \* Everbridge
- \* LRAD

## NOZZLES & FITTINGS

- \* ANSUL
- \* Elkhart Brass
- \* Kocheck
- \* Niedner
- \* Red Head Brass
- \* Task Force Tips

## OPTICS

- \* Bushnell

## RESCUE EQUIPMENT

- \* PGI
- \* Prospan

## SCBA

- \* Avon Protection
- \* Draeger
- \* Interspiro
- \* MSA

## SPILL CONTROL

- \* CEP
- \* Edwards & Cromwell
- \* Imbibitive Technologies
- \* MBT
- \* NPS
- \* SPC
- \* UltraTech International

## SURVEILLANCE & AERIAL MONITORING

- \* FLIR
- \* Leptron

## TECHNICAL RESCUE

- \* BlueWater Ropes
- \* CMC Rescue
- \* Junkin Safety
- \* Paratech
- \* Phoenix Rescue
- \* PMI Rope
- \* Yale Cordage

## THERMAL IMAGING CAMERAS

- \* FLIR
- \* MSA

## TOOLS

- \* 5.11 Tactical
- \* Ampco
- \* BLACKHAWK!
- \* Fire Hooks Unlimited
- \* Husqvarna
- \* Nicol Hose Hook Co.
- \* Nupla
- \* Paratech
- \* Power Hawk
- \* RIT Rescue & Escape Systems

## TRAFFIC SAFETY & HI-VIZ

- \* Eflare
- \* Lakeland
- \* ML Kishigo

## TRAINING EQUIPMENT

- \* Simulaids

## TURNOUT GEAR

- \* Fire-Dex
- \* Lakeland
- \* Veridian

## UNIFORMS & APPAREL

- \* 5.11 Tactical
- \* Benchmark
- \* DRIFIRE
- \* Lakeland
- \* LION
- \* Propper
- \* Spiewak
- \* TECGEN
- \* TRU-SPEC

## USAR

- \* LEADER
- \* TECGEN
- \* True North
- \* Wolfpack Gear

## VEHICLE LIGHTS & LIGHTBARS

- \* North American Signal
- \* Will-Burt

## VEHICLES

- \* ICS
- \* Polaris

## VENTILATION

- \* LEADER
- \* Tempest Technology

## WATER & SWIFT WATER RESCUE

- \* Ansell Protective
- \* Aquabotix Technology
- \* CMC Rescue
- \* Mustang Survival
- \* NRS
- \* Rescue ONE Boats
- \* Stearns
- \* Switlik
- \* Zodiac

## WEATHER MONITORING

- \* Airmar
- \* Coastal Environmental

## WILDLAND GEAR

- \* 5.11 Tactical
- \* Lakeland
- \* Nupla
- \* PGI
- \* TECGEN
- \* True North
- \* TRU-SPEC
- \* Wolfpack Gear

# Safeware®

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**Honeywell**

**JUSTRITE**

**WESTCHESTER**  
PROTECTIVE GEAR

**MSA**  
The Safety Company

**ergodyne**  
WORK GEAR  
EST. 1953



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SAFETY APPAREL®

## CONFINED SPACE

- 3M
- Air Systems
- Allegro Industries
- Biosystems
- BW Technologies
- Capital Safety (DBI-SALA & Protecta)
- CMC Rescue
- Draeger
- E.D. Bullard
- Ergodyne
- Guardian Fall Protection
- Miller
- MSA
- RAE Systems
- RKI
- Savox
- Scott Safety

## ELECTRICAL SAFETY/ARC FLASH

- Benchmark
- Bulwark
- Nasco Industries
- National Safety Apparel
- Neese Industries
- Salisbury
- Stanco
- Steel Grip
- Stewart R. Browne Manufacturing

## ERGONOMICS & MATTING

- 3M
- Allegro Industries
- The Andersen Co.
- Chase Ergonomics
- Ergodyne
- Occunomix
- Superior Matting/NoTrax

## EYE/FACE PROTECTION

- 3M
- Chums
- Crews Glasses
- Crossfire Safety
- Elvex
- ERB Industries
- Haws
- Jackson Safety
- Kimberly-Clark
- MSA
- North
- PIP
- Pyramex Safety
- Radians
- SAS Safety Corp.

- Sellstrom
- Speakman
- Uvex
- VisionAid

## FACILITY ID/SIGNS

- Accuform Signs
- Brady
- Harris Industries
- National Marker

## FALL PROTECTION

- 3M
- Capital Safety (DBI-SALA & Protecta)
- FallTech
- Guardian Fall Protection
- Miller
- MSA

## FIRST AID/AEDS

- Cardiac Science
- Certified Safety
- H&H Medical
- Junkin Safety
- North
- ZOLL Medical

## FOOT/LEG PROTECTION

- Allegro Industries
- Danner
- Ellwood Safety
- Impacto
- LaCrosse
- North
- Onguard Industries
- Servus
- Tingley Rubber

## HAND/ARM PROTECTION

- Best Glove
- ERB Industries
- Ergodyne
- Impacto
- Kimberly-Clark
- MAPA Spontex
- Mechanix Wear
- Memphis Gloves
- North
- Occunomix
- PIP
- The Safety Zone
- SAS Safety Corp.
- Stockhausen
- Superior Glove
- Valeo
- Wells Lamont
- West Chester

## HEAD PROTECTION

- 3M
- CMC Rescue
- E.D. Bullard
- Elvex
- Fibre-Metal
- Kimberly-Clark
- MSA
- North
- PIP

## HEARING PROTECTION

- 3M
- CavCom
- Elvex
- Howard Leight
- Moldex
- MSA
- Peltor
- Radians
- Savox

## HI-VISIBILITY

- Ergodyne
- Lakeland
- ML Kishigo
- Mutual Industries
- Nasco Industries
- Neese Industries
- Occunomix
- PIP
- RamStar Safety
- River City Garments
- Tingley Rubber
- VizCon

## HYDRATION/COOLING

- Camelbak
- Ergodyne
- Igloo Products
- Occunomix
- PIP
- Sqwincher

## INSTRUMENTATION/TESTING

- Biosystems
- BW Technologies
- Crowcon
- Draeger
- Gasco
- GFG Instrumentation
- Honeywell Analytics
- MSA
- Quest Technologies
- RAE Systems

- RKI
- Scott Safety
- SENSIT Technologies

## LIGHTING & BATTERIES

- 8:12 Illumination
- Airstar Safety
- Air Systems
- Bright Star
- CMC Rescue
- Eflare
- FoxFury
- Pelican
- Rayovac
- Streamlight
- Underwater Kinetics

## LOCKOUT/TAGOUT

- Brady
- Honeywell
- Master Lock

## MATERIAL HANDLING/FACILITY SAFETY

- 3M
- American Innotek
- Eagle Manufacturing
- Justrite Manufacturing
- Kimberly-Clark
- Louisville Ladder
- Quantum Storage Systems
- UltraTech

## OUTDOOR & SEASONAL

- ARI
- Certified Safety
- CoreTex Products

## PROTECTIVE CLOTHING

- Arborwear
- DuPont
- Elvex
- Kappler
- Kimberly-Clark
- Lakeland
- National Safety Apparel
- Onguard Industries
- River City Garments
- Stanco
- Steel Grip
- Tingley Rubber
- West Chester

## RESPIRATORY PROTECTION

- 3M
- Air Systems
- Allegro Industries
- Draeger
- E.D. Bullard
- Honeywell
- Kimberly-Clark
- Moldex
- MSA
- North
- Scott Safety
- Sundstrom Safety

## SPILL CONTROL

- CEP
- Green Stuff
- Imbiber
- Meltblown Technologies
- Oil-Dri
- SPC

## TRAFFIC CONTROL

- Accuform Signs
- Bone Safety Signs
- Checkers Industrial Products
- Cortina Safety Products
- Dicke Safety Products
- Harris Industries
- JBC Safety
- Mutual Industries
- Plasticade
- RamStar Safety
- VizCon
- Wanco

## WELDING

- 3M
- Fibre-Metal
- Kimberly-Clark
- MSA
- North
- Weldas

## WORKWEAR/TOOLS/SUPPLIES

- Ampco Safety Tools
- Bulwark
- Carhartt
- Ergodyne
- Husqvarna
- Jameson
- Mutual Industries
- Nasco Industries
- Red Kap



# Mallory Safety & Supply

## Fire and Rescue



### APPARATUS EQUIPMENT

- ◆ Clamps, Brackets, Mounts
- ◆ Electric, Cords, Flash Lights Generators, Lighting, Reels
- ◆ Fire Extinguishers
- ◆ Hose, Ladders, Nozzles
- ◆ Hydrant Tools, Accessories
- ◆ PPV, Electric, Gas
- ◆ Rehab, Cooling, Hydration, Misting
- ◆ Saws, Chain, Cut Off
- ◆ Salvage Covers
- ◆ Signals, Cones, Flares, Lighting, Sirens
- ◆ Stabilizing, Cribbing, Chocks, Decking, Matting
- ◆ Thermal Imaging Cameras
- ◆ Tools, Air, Cordless, Entry, Hand, Power
- ◆ Valves, Fittings, Plugs, Caps

#### Brands

Akron	Fire Research	Norton	Tomar
Allegro	Hannay	NoTrax	Turbo Flare
Amerex	Havis-Shields	Nupla	Turtle Plastics
Ames-True	Highway Fusees	Koehler	TurtleTile
A-Tools	Hooligan	Pelican	Unifire
BRK	Husqvarna	PROTO	Unitrol
Camelbak Drink	HYDRARAM	Rowco	Unity
Checkers	Igloo	R-Tools	Vinyl & Canvas (various styles and brands)
Chicago Pneumatic	Ingersoll Rand	Schaefer	Werner
Collins	JET	Sqwincher	Whelen
Council	J-Rod	Stanley	Woodhead
Cox	Kidde	Starrett	Worden
Duo-Safety	K-Tools	Streamlight	Ziamatic
Eflare	Leader	Super Vac	
Ergodyne	Louisville	Temper	
Federal	LZKit	Tempest	
Fire Axe	MSA	Terminator	

### CONFINED SPACE & ROPE RESCUE & USAR

- ◆ Tools, Air, Cordless, Hand, Power
- ◆ Cutting, Blades, Chain, Wheels
- ◆ Electric, Cords, Flash Lights Generators, Lighting
- ◆ Fall Protection, Belts, Carabiners, Hardware, Harnesses, Rope
- ◆ Communications Kits, Cameras, Sound
- ◆ PPE, Clothing, Eye, Gloves, Hearing, Helmets
- ◆ Litters & Litter Systems
- ◆ Marking Products & Paint

#### Brands

Akron	Fire Innovations	MCR	Rust-oleum
AOSafety	First-In	Miller	Sensear
Black&Decker	Gear 911	Milwaukee	SENSIT
Bosch	H.K. Porter	MSA	Technologies
Cascade	Jackson	Mustang Survival	Sked
CavCom	Junkin	North	Smith & Wesson
CCI	Klein	Norton	Stanley
Channel Lock	Krylon	Pelican	Starrett
Chicago Pneumatic	Laerdal	PMI	Streamlight
Crescent	Leader	Proto	True North
DBI Sala	LSP	Ridgid	Vetter
DeWalt	Mag-Lite	Ringers	Uvex
Dixon	Markal	RIT Bag	Yates



\*Mallory Safety and Supply is available to source and supply items not listed.



## FIRST AID AND REHAB PRODUCTS

- ◆ AEDs, Automatic Defibrillators, CPR Face Shields
- ◆ Back Boards, Collars, Litters
- ◆ Bee & Wasp Repellants
- ◆ Blankets, Emergency
- ◆ Bodily Fluid Clean Up Kits
- ◆ Burn Care Kits, Compresses, Hot & Cold
- ◆ Cleaners, Face Masks, Gloves, Sanitizers
- ◆ Drench Hose and Faucets
- ◆ Eye Wash Stations
- ◆ First Aid Kits & Stations
- ◆ Hydration & Cooling

### Brands

3M	Drink	Lumidor	Red Head
Allegro	Ergodyne	MCR	Schaefer
Ansell	FIS	Memphis	Sperian
BEST	Gastec	MITI	Sqwincher
Biosystems	Gator	MSA	Super Vac
Camelbak	Igloo	North	Tingly
Chameleon	ISC	ONEGlove	Viking
Cool Draft Misting	Justrite	OnGuard	Western Shelter
Crew-Boss	KleenGuard	ProShield	
Drager	Lakeland	RAE	



## HAZMAT & MONITORING

- ◆ Berms & Tanks & Pallets
- ◆ Breathing Apparatus SCBA, Gas Detection
- ◆ Boots, Coveralls, A,B,C and D PPE
- ◆ Decontamination & Kits
- ◆ Sorbents & Wipes & Spill Kits
- ◆ Storage, Lockers, Cabinets

### Brands

3M	Drink	Lakeland	Red Head
Allegro	Dupont	Lumidor	Schaefer
Ansell	Ergodyne	MCR	Smith's Detection
BEST	FireTak	Memphis	SPC
Blauer	FIS	MITI	SENSIT
Biosystems	Gastec	MSA	Technologies
Camelbak	Gator	North	Sperian
Chameleon	Igloo	ONEGlove	St. Gobain
Cool Draft Misting	Industrial Scientific	OnGuard	Super Vac
DBI Sala	ISC	PIG	Tingly
Drager	Justrite	ProShield	Viking
	KleenGuard	RAE	Western Shelter

## RESPIRATORY & AIR PRODUCTS

- ◆ Air Compressors
- ◆ Air Testing Equipment
- ◆ APRs & Filters & Masks
- ◆ Fit Testing
- ◆ SCBAs

### Brands

3M	MAKO	North	Instrumentation
Air Systems	Moldex	OHD	Willson
Allegro	MSA	Sperian	



## SLIP-IN UNITS & TANKS

- ◆ Foam Units
- ◆ Gas Engines & Pumps
- ◆ CAFS Systems
- ◆ Gel Units
- ◆ Hose Reels
- ◆ Light Vehicle & ATV Style Units
- ◆ Poly & Alum Tanks
- ◆ Slip-On Units

### Brands

Akron	Foam Pro	MC Products	Scotty
Brigge & Stratton	Gorman-Rupp	Mercedes	Thermo Gel
CAFS	Hale	Metal Master	Waterous
CET	Hannay	POK	Wick
Cox	Honda	Pro Poly	
Elkhart	Kohler	Pro-Tech	
Fire-Dos	Levan	Robwan	

## STATION EQUIPMENT

- ◆ Batteries
- ◆ Boot Dryers
- ◆ Chemicals & Adhesives & Lubricants
- ◆ Cleaning Solutions
- ◆ Janitorial Supplies
- ◆ Compressors & Generators
- ◆ Hose Tester, Tools
- ◆ Lockers, Racks, Tool Boxes
- ◆ Smoke Generators, Bottle Smoke

### Brands

3M	Gunk	Mako	Unifire
Citro PPE	Honda	Peet	WD-40
CRC	Kennedy	Proto	Winsol
Dryfast	Knaack	Rayovac	Yamaha
Duracell	Leader	ReadyRack	Zep
Energizer	Loctite	Rice	
Faultless	LPS	Super Vac	
Groves	Lubriplate	Tempest	



## WATER FLOW PRODUCTS

- ◆ Adapters, Couplings, Gaskets
- ◆ Brackets & Mounts
- ◆ Educators, Strainers, Valves, Wyes, Siameses
- ◆ Fire Hose, Booster, Discharge
- ◆ Hose, Rollers, Testing, Washers
- ◆ Foam & Gel
- ◆ Monitors, Nozzles
- ◆ Portable Tanks
- ◆ Pumps, Slide In Units
- ◆ Spanners & Wrenches

### Brands

Action	EZ Hose Roller	Key	Rice
Akron	FireAde 2000	Kochek	S & H
AWG	Fol-Da-Tank	Mercedes	Scotty
C&S Supply	Groves	North American	Snap-Tank
CET	Hale	Fire Hose	Storz
Chemguard	Harrington	Phos-chek	Thermo-Gel
Coupling	High Water	POK	Wick
Elkhart	Hose	Red Head	Ziamatic

## WILDLAND FIREFIGHTING EQUIPMENT

- ◆ Band-It Tools, Hose, Nozzles, Reels, Strainers, Tees, Valves
- ◆ Burn Over Curtains
- ◆ Chain Saws, Chaps, Wire Screen Goggles
- ◆ Clamps, Fill Meters, Portable Pumps, Tanks, Wrenches
- ◆ Drip Torches, Gas Containers
- ◆ Ear Protection, Fire Shelter, Shrouds
- ◆ Flagging Tapes & Barricade
- ◆ Gel, Foam Equipment
- ◆ Headlamps & Flashlights
- ◆ Portable Pumps, Fill Meters, Tanks
- ◆ PPE, Boots, Clothing, Helmets, Gloves, Eye Protection, Radio Harnesses
- ◆ Tools, Brackets, Covers, Hand, Files, Pulaski, Shovels
- ◆ Weather & Wind Meters, Web Gear & Day Packs

### Brands

Action	Delmhorst	Igloo	Schaefer
Akron	Dri-Fire	Kestrel	Scotty
Allegro	Drink	Key	Skymate
Alliance	Dwyer	Kochek	SnapTank
AWG	Eagle	Liberty North Star	Sqwincher
Bacharach	Elkhart	Mallory	Stanley
Bahco	Elvex	MC Products	Storm King
Bands	Ergodyne	Mercedes	Mountain
Blitz	ESS	Nicholson	StreamLight
Bouton	Fire-Dex	North	The Xcaper
Buckles	Firetak	North American	Thermo Gel
Bullard	FIS	NUPLA	Thorogood
C&S Supply	Fol-Da-Tank	Pelican	True North
Camelbak	Gear 911	Peltor	TrueTemper
Canteens	Gorman-Rupp	POK	Ultra Shroud
CET	Grobet	PROTO	Underwater
Clamps	Hale	Pullson	Kinetics
Cool Draft Misting	Hannay	Red Head	Waterous
Cox	Harrington	RED OSHA	Whiffs
Crew-Boss	High Water	Ridgid	Wickman
Danner	Hot Shield	S&H	
Davis	Husqvarna	Scepter	



\*Mallory Safety and Supply is available to source and supply items not listed.



# Mallory Safety & Supply

## Fire and Rescue

### AVAILABLE SERVICES

- ◆ Adapters, Couplings, Gaskets
- ◆ Annual contracts for testing and inspection of Apparatus Pumps, Confined Space Equipment, Fire Hose, Flow Test SCBAs, Ladders, Level A Suits
- ◆ On-site and Shop Services and Repairs, Gas Detection Instrumentation, Hose Coupling and Repair, Pumps, Foam Systems, Fall Protection Equipment
- ◆ Custom Fabrication Shop, Slip On Units, Tanks, Trailers, Type VI
- ◆ Blanket Order Programs, Consigned Inventory, Custom Catalogs, EH&S Staffing, Integrated Supply, Job Site Supply, Regional/National Programs, Safety/MRO Vending Systems, Vendor Managed Inventory
- ◆ Emergency Management and Equipment Surveys, Safety Meetings, Fitting Assistance, Analysis, Cost Analysis/Reduction, Product Usage Analysis, Summary Billing
- ◆ Rental Equipment



Mallory Safety and Supply is proud to be the U.S. Communities supplier partner for Public Safety and Emergency Preparedness solutions catering to Law Enforcement, Homeland Security, EMS, and Fire agencies. Our contract has been competitively solicited by lead public agency County of Fairfax, VA and is available to be piggybacked by public agencies nationwide, thereby eliminating the need for your agency to go through the formal bid process.

#### REGISTER AND START SAVING TODAY!

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44380 Osgood  
Fremont, CA 94539

**San Bernardino, CA**  
236 W. Orange Show Rd.  
Suite 103  
San Bernardino, CA 92408

**Longview, WA**  
1040 Industrial Way  
Longview, WA 98632

**Seattle, WA**  
5510 E. Marginal Way S.  
Seattle, WA 98134

**Portland, OR**  
2135 NW 21st Ave  
Portland, OR 97210

**Spokane, WA**  
15310 E. Marietta  
Suite 5  
Spokane Valley, WA 99216



**SAVE THE DATE!**  
**Friday, August 23, 2013**

**INTELLIGENCE NOW!**  
**Lunch and Learn**

Latest Technology and Product From:



**Presentations: 15 - 20 Minutes**

**Blauer-** Protective Ensembles for CBRN and Hazmat Incidents

**Quantifit-** Gold Standard in Respirator Fit Testing

**RAE Systems-** Intelligent Gas Detection Systems and Wireless Connected Sensor Systems

**Field Forensics-** Trace Explosive Detection Kits and Drug Identifiers

**Kustom Signals-** Laser, Radar and Video Vehicle Solutions

**Avon-** Global Leader in Respiratory Protection

**3M PIPS-** Advanced License Plate Recognition Technology

Time: 12 noon - Lunch Served - No Cost to Attend

**Location:**

Los Angeles Police Academy  
1880 North Academy Drive  
Los Angeles, CA 90012

**RSVP online**  
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**Please RSVP by Fri Aug 23**

**Contact Allison Windsor at 818-644-9484/[awindsor@malloryco.com](mailto:awindsor@malloryco.com)**

# FENTANYL

*A Crisis for Public Health  
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# SEMINAR

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OUTFITTING THE FEARLESS SINCE 1979

## **AGENDA (10 AM – 3:30 PM):**

- Background/Fentanyl Hazards
- Personal Protective Equipment
- IAB Recommendations
- Decontamination and Doffing Demonstrations
- Detection Technologies
- **Lunch To Be Provided**

## **PARTICIPANTS WILL:**

- Understand the actual threats posed by Fentanyl and Fentanyl Analogues
- Understand the need to develop capabilities
- Understand the requirements and limitation of personal protective equipment
- Understand the IAB recommendations and how to apply them
- **35-50 Participants**

**“With fentanyl, emotions got ahead of the science.”**

*David Ladd, Member of IAB and Owner of Blackthorne Services Group, LLC*



# **SAFEWARE-MALLORY**

**COST PROPOSAL FOR**

**RFP#2000002547**

**COMPETITIVE SOLICITATION**

**BY FAIRFAX COUNTY, VA**

**FOR**

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

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

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

**GOVERNMENT PURCHASING ALLIANCE**

**COPY**

## **1. PRICING SHEET – SEE ATTACHMENT C**

## **2. MARKET BASKET – SEE ATTACHMENT C**

## **3. REFERENCE TO THE CATALOG PRICE**

The proposed pricing is based on Safeware-Mallory's Catalog Price with a 41% discount. Due to the vastness of the scope of the contract and the number of suppliers that manufacture products across multiple product categories in the scope, a single discount per product group or even multiple discounts dependent on manufacturers would be difficult to administer. Manufacturer discounts are based off of different criteria, and often differ greatly within a singular price list. Therefore, for the convenience of Agency Buyers, discounts are taken from Safeware-Mallory's Published Catalog Price Lists at a fixed rate of 41% across all product groups. Net pricing to U.S. Communities includes the 2% administrative fee proposed for in this RFP.

- See Attachment 1 for Safeware-Mallory Service Pricing
- See Appendix B for Safeware-Mallory Price files with USC pricing

## **4. MOST FAVORABLE PRICING**

The quoted price for all categories is the most favorable offered to state and local agencies. Some items may be purchased on at a very large quantity on a one time basis. Such pricing will be made available to U.S. Communities customers if they purchase in a similar volume.

## **5. PRICE ADJUSTMENTS**

Pricing will remain firm fixed for a period of 365 days from the execution of the contract. Safeware-Mallory reserve the right to raise prices based on the Consumer Price Index (CPI-U) or a manufacturer/supplier change in price whatever is higher. Safeware-Mallory will provide (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 such as CPI-U or manufacturer or supplier cost change. Price decreases will be made in accordance with paragraph 39 of the General Conditions & Instructions to Offerors (Appendix C).

## **6. SHIPPING**

All Proposed Pricing includes standard freight for example UPS and FedEx standard ground shipping.

## **7. SPECIAL SHIPPING**

Expedited shipping specifically requested by the customer such as UPS Next Day or special services including courier delivery, will be billed actual freight charges. Hazardous shipments as defined by US Department of Transportation will be billed the hazardous material shipping fees.

## BINDER INDEX

### BINDER 1

- 3M LE Ceradyne
- 3M Occupational Health & Safety
- 5.11 INC

### BINDER 2

- Anchor Industries
- Angel Amor
- ARI
- Armadillo Merino
- Amor Express
- Atlantic Signal
- Avon Protection
- Bakercorp
- Blackhawk
- Blauer MFG Co
- Cardiac Science
- CavCom
- Chinook Medical Gear
- CMC Rescue
- Condor Outdoor
- Cortex

### BINDER 3

- DH Wireless
- Dupont Personal Protection
- EO Tech Inc
- Fire Service Plus
- Gentex Corporation
- H&H Medical
- Honeywell Analytics-BW Tech
- JBC Safety
- Kappler
- Lion Apparel
- MCR Safety
- Meridian Medical

### BINDER 4

- MSA Industrial
- Mustang Survival
- Night Ops Tactical Inc
- North American Rescue
- Oil-Dri Corporation of America
- Pelican Products
- Physio-Control

BINDER 5

- PIP Protective Industrial
- Polimaster, Inc.
- Pro Warrington
- PROTECH Hard Armor
- RAE Systems
- Revision Military
- RKI
- Safeware
- Scorpion PPE

BINDER 6

- Scott Safety
- Super Seer Corporation
- Tecgen PPE (Fire-Dex)
- Trelchem – Saint Gobain
- United Shield
- Yaffy
- Z-Medica

**ATTACHMENT C**  
**PRICING SHEET**

**DISCOUNT BY PRODUCT CATEGORY**

**Instructions:**

For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

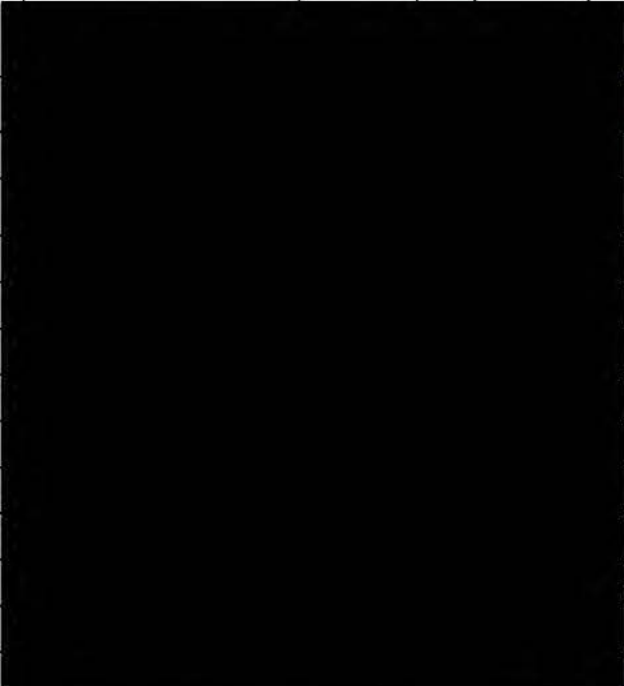
	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria	*State Other Verifiable Criteria if used
<b>Product Categories:</b>							
Personal Protective Equipment (PPE)							
Explosive Device Mitigation and Remediation Equipment							
Environmental Monitoring							
CBRNE Search & Rescue Equipment							
Interoperable Communications Equipment							
Detection Equipment							
Decontamination Equipment							
Hazardous Materials Storage							
Spill Control and Containment							
Physical Security Enhancement Equipment							
Surveillance, Warning, Access/Intrusion Control							
Explosion Protection							
Fire and Emergency Response							
Traffic Safety							
Facility Safety and Maintenance							
Fall Protection and Confined Space							
Medical and First Aid Supplies							
CBRNE Reference Materials							
Automated External Defibrillators (AEDs)							

ATTACHMENT C  
PRICING SHEET


**DISCOUNT BY PRODUCT CATEGORY**

**Instructions:**

For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

							Other Verifiable Criteria	*State Other Verifiable Criteria if used	
Ammunition/Less than Lethal Munitions									
Civil Disturbance Gear									
Dive Gear/Underwater Recovery/Water Safety									
Police Fleet Management Products									
Law Enforcement Software									
Public Safety Aviation - Helicopters									
Public Safety Uniforms									
Vehicles									
Trainers and Training Equipment									
Vending Solutions									
Related Services									uctions.
Other Non-Listed Public Safety, Law Enforcement and Fire Equipment									

Supplier Name: SAFEWARE, INC & MALLORY

Supplier Signature: 



ATTACHMENT C  
PRICING SHEET

PROPOSERS MUST ALSO COMPLETE THE MARKET BASKET , WHICH IS POSTED AS A SEPARATE DOCUMENT IN EXCEL FORMAT. FAILURE TO COMPLETE THE MARKET BASKET SHALL RESULT IN DISQUALIFICATION. MARKET BASKET PRICING SHOULD BE REFLECTIVE OF THE DISCOUNTS OFFERED IN THE PRICING MATRIX ABOVE.





71	3M Occupational Health & Safety	RBE-57	MMM RBE-57	Canister RBE-57, Hood 6 EA/Case	Personal Protective Equipment (PPE)	CS	92	70-0712-8776-0	MMM RBE-57	CS	Safeware-Mallory_3M Occupational Health & Safety 03-01-2018	41
72	Ansell Protective (formerly Trelborg)	47652009X-FOG	TRE 47652009X-FOG	Tre Ichem VPS Flash Vapor/Suit w/Anti-fog	Personal Protective Equipment (PPE)	EA	15	SG118354	TRE 47652009X-FOG	EA	Safeware-Mallory_TreIchem - Saint Gobain 03-01-2018	3
73	Armor Express	LTXT BLACK	ARM LTXT BLACK	Lighthawk X2 Carrier w/Level Quantum	Personal Protective Equipment (PPE)	EA	31	LTXT20 BLK	ARM LTXT BLACK	EA	Safeware-Mallory_Armor Express 03-01-2018	1
74	Armor Express	PLTARI3+236003	ARM PLTARI3+236003	Aries III A 10x12	Personal Protective Equipment (PPE)	EA	54	PLTARI3+236003	ARM PLTARI3+236003	EA	Safeware-Mallory_Armor Express 03-01-2018	1
75	ARMORED MOBILITY INC.	MAS3815	ARMMO-MAS3815	SHIELD MOBILE ARMORED 38IN X 15IN	Personal Protective Equipment (PPE)	EA	15	MAS-3815	SFW ARMMO-MAS3815	EA	Safeware-Mallory_Safeware 03-01-2018	11
76	Avon Protection Systems, Inc	70501-555	AVO 70501-555	C50 First Responder Kit	Personal Protective Equipment (PPE)	EA	256	70501-555	AVO 70501-555	EA	Safeware-Mallory_Avon Protection 03-01-2018	53
77	Avon Protection Systems, Inc	601347	AVO 601347	First Responder K 1 includes C50	Personal Protective Equipment (PPE)	EA	627	601347	AVO 601347	EA	Safeware-Mallory_Avon Protection 03-01-2018	2
78	Avon Protection Systems Inc	72601-229	AVO 72601-229	FMS3 Twinport Spec Responder Kit MD	Personal Protective Equipment (PPE)	EA	214	72601-229	AVO 72601-229	EA	Safeware-Mallory_Avon Protection 03-01-2018	55
79	Avon Protection Systems Inc	70501-188	AVO 70501-188	C50 Mask Assembly MD	Personal Protective Equipment (PPE)	EA	220	70501-188	AVO 70501-188	EA	Safeware-Mallory_Avon Protection 03-01-2018	53
80	Avon Protection Systems, Inc	71510-1	AVO 71510-1	CBRNF12B Filter	Personal Protective Equipment (PPE)	EA	697	72602-2	AVO 72602-2	EA	Safeware-Mallory_Avon Protection 03-01-2018	4
81	BLACKFOX TACTICAL	56GM00BK	BLAHA-56GM00BK	POUCH OMEGA ELITE GAS MASK BLK	Personal Protective Equipment (PPE)	EA	467	56GM00BK	BLA 56GM00BK	EA	Safeware-Mallory_Blackhawk 03-01-2018	64
82	Blauer MFG Co, Inc	H29420FVG	BLA H29420FVG 2X TALL	Multi-Threat Suit 2X Tall, Dual-Certified Protection for Hot Zones	Personal Protective Equipment (PPE)	EA	27	H29420FVG	BLR H29420FVG 2X TALL	EA	Safeware-Mallory_Blauer MFG Co. 02-09-2018	1
83	Blauer MFG Co, Inc	TR9435-A	TR9435-A	XRT TRAINING SUIT W/AVON CLASS 3 SEAL, Extended D	Personal Protective Equipment (PPE)	EA	67	TR9435AB	BLR TR9435-AB	EA	Safeware-Mallory_Blauer MFG Co. 02-09-2018	4
84	Blauer MFG Co, Inc	WZ9435AB XRT	WZ9435AB XRT	Airboss glove system	Personal Protective Equipment (PPE)	EA	197	WZ9435AB	BLR WZ9435AB XRT	EA	Safeware-Mallory_Blauer MFG Co. 02-09-2018	5
85	Blauer MFG Co Inc	WZ9435AB XL REG GREY	BLR WZ9435AB XL REG GREY	XRT Ensemble Grey XL	Personal Protective Equipment (PPE)	EA	215	WZ9435AB	BLR WZ9435AB XL REG GREY	EA	Safeware-Mallory_Blauer MFG Co. 02-09-2018	5
86	CERADYNE INC. ACC	BACAC	CERIN-BACAC	HELMET MAX PRO PASGT STYLE WITH	Personal Protective Equipment (PPE)	EA	133	MMM BA3AC	MMM 98009006762	EA	Safeware-Mallory_3M LE Ceradyne 03-01-2018	3
87	CERADYNE INC. ACC	DK6H150SHIELD	CERIN-DK6H150SHIELD	SHIELD FACE FIELD MOUNT	Personal Protective Equipment (PPE)	EA	133	DK6H150SHIELD	MMM 98009007240	EA	Safeware-Mallory_3M LE Ceradyne 03-01-2018	4
88	DuPont Personal Protection	TY120SWHX002500	DPP TY120SWHX002500	Tyvek Coverall Zip Front, White 3X (case of 25)	Personal Protective Equipment (PPE)	CS	5183	TY120SWHX002500	DPP TY120SWHX002500	CS	Safeware-Mallory_DuPont Personal Protection 03-01-2018	121
89	DuPont Personal Protection	TY120SWHXL002500	DPP TY120SWHXL002500	Tyvek Coverall, Zip Front, White, XL (case of 25)	Personal Protective Equipment (PPE)	CS	6650	TY120SWHXL002500	DPP TY120SWHXL002500	CS	Safeware-Mallory_DuPont Personal Protection 03-01-2018	122
90	Kappler	Z3H437-92	KAP Z3H437-92	Zytron 300 Suit, NFPA cert field	Personal Protective Equipment (PPE)	EA	802	Z3H437-92	KAP Z3H437-92 LG/XL	EA	Safeware-Mallory_Kappler 03-07-2018	8
91	Lion Group Inc	CBERSIS-10	LIO CBERSIS-10	Lion ERS Infection Disease Suit	Personal Protective Equipment (PPE)	EA	177	CBERSIS-10	LIO CBERSIS-10	EA	Safeware-Mallory_Lion Apparel 03-01-2018	1
92	Mine Safety Appliances Company	10026265	10026265	ESP Communications System for Advatage 1000 & Millennium	Personal Protective Equipment (PPE)	EA	67	10026265	MSA 10026265	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	74
93	Mine Safety Appliances Company	10051287	MSAIN-10051287	GAS MASK MILLENNIUM MD	Personal Protective Equipment (PPE)	EA	67	10051287	MSA 10051287	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	98
94	Mine Safety Appliances Company	10051288	MSAIN-10051288	GAS MASK MILLENNIUM LG	Personal Protective Equipment (PPE)	EA	100	10051288	MSA 10051288	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	98
95	Mine Safety Appliances Company	10046570	10046570	CBRN CANISTER	Personal Protective Equipment (PPE)	EA	1315	10046570	MSA 10046570	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	91
96	Protective Industrial Products PIP	804-3424	AFR 804-3424	R3 Kiwi USAR Certified Rescue Helmet, Lime Green	Personal Protective Equipment (PPE)	EA	53	804-3424	AFR 804-3424	EA	Safeware-Mallory_PIP Protective Industrial Ppts 03-01-2018	158
97	Protective Industrial Products PIP	804-3413	AFR 804-3413	R3 Kiwi USAR Certified Rescue Helmet W/ht	Personal Protective Equipment (PPE)	EA	71	804-3413	AFR 804-3413	EA	Safeware-Mallory_PIP Protective Industrial Ppts 03-01-2018	158
98	Revision Military Ltd	4-0501-5236	REV 4-0501-5236	Viper P2 Full Cut Complete System Black LG	Personal Protective Equipment (PPE)	EA	24	4-0501-5236	REV 4-0501-5236	EA	Safeware-Mallory_Revision Military 03-01-2018	1
99	SAFARILAND LLC	674RODGRN	SAFAR-674RODGRN	PASGT Ballistic Helmet with Ratchet Retention	Personal Protective Equipment (PPE)	EA	232	1192083	PRO 1192083	EA	Safeware-Mallory_PROTECH Hard Armor 02-01-2017	18
100	SAFARILAND LLC	774RBLK	SAFAR-774RBLK	Delta 4 Ballistic Helmet with Ratchet Retention	Personal Protective Equipment (PPE)	EA	50	1162027	PRO 1162027	EA	Safeware-Mallory_PROTECH Hard Armor 02-01-2017	6
101	SAFETY FLAG CO	V041	RIV V041	PVC Safety Vest, 18x27in, Fluor Orange	Personal Protective Equipment (PPE)	EA	14258	CSV-ORG	RIV V041	EA	Safeware-Mallory_MCR Safety 03-01-2018	162
102	Scott Safety	045135	SCO 045135	CBRN Cap 1 Canister	Personal Protective Equipment (PPE)	EA	690	045135	SCO 045135	EA	Safeware-Mallory_Scott Safety 03-01-2018	2
103	Super Seer Corporation	S-5024 RK	SEE S-5024 RK	Retro-Fit Kit for Pre CPD 2005 Helmets	Personal Protective Equipment (PPE)	EA	2838	S-5024RK	SEE S-5024 RK	EA	Safeware-Mallory_Super Seer Corporation 03-07-2018	1
104	U.S. ARMOR CORPORATION	F500408	USARM-F500408	SOFT ARMOR FOR VEST CARRIER XLT III-A	Personal Protective Equipment (PPE)	EA	12	F500408	SFW USARM-F500408	EA	Safeware-Mallory_Safeware 03-01-2018	16
105	United Shield International LLC	PST SC650-IIIA-BLKLG	USI PST SC650-IIIA-BLKLG	Helmet PST SC 650 - Black - Large	Personal Protective Equipment (PPE)	EA	83	PST SC650-IIIA-BLKLG	USI PST SC650-IIIA-BLKLG	EA	Safeware-Mallory_United Shield 03-01-2018	6
106	United Shield International LLC	PST SC650-IIIA-BLKMD	USI PST SC650-IIIA-BLKMD	Helmet PST SC 650 - Black - Medium	Personal Protective Equipment (PPE)	EA	83	PST SC650-IIIA-BLKMD	USI PST SC650-IIIA-BLKMD	EA	Safeware-Mallory_United Shield 03-01-2018	6
107	United Shield International LLC	SPA-RIFLE-7X9	USI SPA-RIFLE-7X9	Spartan Plate plus 3 rifle threats	Personal Protective Equipment (PPE)	EA	152	SPA-RIFLE-7X9	USI SPA-RIFLE-7X9	EA	Safeware-Mallory_United Shield 03-01-2018	7
108	United Shield International, LLC	PST SC650-IIIA-BLKLG	USI PST SC650-IIIA-BLKLG-DC	Helmet, PST SC650 - Level IIIA - Black, Large	Personal Protective Equipment (PPE)	EA	400	PST SC650-IIIA-BLKLG-DC	USI PST SC650-IIIA-BLKLG-DC	EA	Safeware-Mallory_United Shield 03-01-2018	8
109	United Shield International, LLC	PST SC650-IIIA-BLKMD	USI PST SC650-IIIA-BLKMD-DC	Helmet, PST SC650 - Level IIIA - Black, Medium	Personal Protective Equipment (PPE)	EA	400	PST SC650-IIIA-BLKMD-DC	USI PST SC650-IIIA-BLKMD-DC	EA	Safeware-Mallory_United Shield 03-01-2018	8
110	United Shield International LLC	DK5-H-150S	USI DK5-H-150S	Integrated Riot Face Shield 6"	Personal Protective Equipment (PPE)	EA	1000	DK5-H-150S	USI DK5-H-150S	EA	Safeware-Mallory_United Shield 03-01-2018	3
111	Angel Armor LLC	ANGARM-00003	ANG ANGARM-00003	Bal istic Door Panel Dodge Sedan 1	Physical Secur by Enhancement Equipment	EA	20	00003	ANG ANGARM-00003	EA	Safeware-Mallory_Angel Armor 03-01-2018	1
112	Condor Outdoor Products Inc	201042-002	CON 201042-002	Sentry Plate Carrier Black	Physical Secur by Enhancement Equipment	EA	667	201042-002	CON 201042-002	EA	Safeware-Mallory_Condor Outdoor Ppts 03-01-2018	6
113	Oil-Dri Corporation of America	IO1140-L50	OIL IO1140-L50	Oil-DRI 40# Oil & Grease Absorbent Bag	Sp1 Control and Containment	BG	1927	IO1140-L50	OIL IO1140-G50-R1	BG	Safeware-Mallory_Oil-Dri Corporation of America 12-14-2017	1
114	JBC Safety	99095	SAF 99095	Traffic Cone 28In, 2 Ref Collars	Traffic Safety	EA	1087	99095	SAF 99095	EA	Safeware-Mallory_JBC Safety 01-26-2018	5
115	JBC Safety	RS90045CT3M64 MASSDOT	JBC RS90045CT3M64 MASSDOT	36in 10lb Traffic Cone	Traffic Safety	EA	2625	RS90045CT3M64 MASSDOT	JBC RS90045CT3M64 LOGO	EA	Safeware-Mallory_JBC Safety 01-26-2018	4
116	Potters Industries LLC	MSRHB	SAF MSRHB	Mass Spec Regular Highway Beads	Traffic Safety	LB	148667	MSRHB	SAF MSRHB	LBS	Safeware-Mallory_Safeware 03-01-2018	7
117	Various	30-WIR	30-WIR	30 Minute Flare with Wire Stand	Traffic Safety	EA	26904	9430	30-WIR	EA	Safeware-Mallory_Safeware 03-01-2018	1

# Technical Services Rates

Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Flow Testing	Posichek Bench Test for the following Manufacturer's; Avon, Draeger, MSA, Scott & Survivair	Repairs & Batteries Not Included, Onsite Service fees may apply	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Flow Testing-Interspiro	Posichek 3 Bench Test for the following Manufacturer's; Interspiro	Repairs & Batteries Not Included, Onsite Service fees may apply	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Hydrostatic Testing	Pressure testing up to 4500 psi, includes devalving & o-ring replacement	Excludes refill; Pick-up and delivery fees may apply	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Cylinder Refill 4500 psi	Breathable air cylinders up to 4500 psi	Hazmat shipping fees apply to refilled cylinders, Pick-up & delivery fees may apply	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
DOT Hydrostatic Testing	Hydrostatic testing 6000 lb	Hydro Testing	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Cylinder Refill 6000 psi	Breathable air cylinders up to 6000 psi	Hazmat shipping fees apply to refilled cylinders, Pick-up & delivery fees may apply	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Compressor Service 1 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluation, Parts & labor for 50hr preventative maintenance, (1) ea. Air sample, calibration & certification service. Additional repair fees not included.	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Compressor Service 4 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluations performed quarterly, Parts & labor for 50hr preventative maintenance, (4) ea. Air samples, calibration & certifications service. Additional repair fees not included.	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Compressor Service 12 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluations performed monthly, Parts & labor for 50hr preventative maintenance , (4) ea. Air samples, calibration & certifications service. Additional repair fees not included.	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Air Sample	Breathable Air Testing, Grade D Air Quality	Air Sample Draw	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Fit Testing , Qualitative	Respiratory Manual fit test service; Bitrex	Per Mask	\$ █████	█████	█████	█████
Fit Testing, Quantitative	Respiratory Computer aided fit test service	Per Mask	\$ █████	█████	█████	█████
Mask Cleaning	Cleaning & disinfecting of face mask only	Replacement parts not included	\$ █████	█████	█████	█████
SCBA Cleaning	Clean, disinfect & inspection service includes Case	Replacement parts not included	\$ █████	█████	█████	█████
Fire Hose Testing	Pressure Testing	Price per linear foot up to 4" hose	\$ █████	█████	█████	█████
Fire Hose Repair	Nozzle & appliance repair	Call for Quote			\$ -	ea
Fire Hose Coupling Repair	Hose recouping	Call for Quote			\$ -	ea
Breather Box	Air Systems Breather Box service: Function test	(1) each Air sample certification & Calibration service	\$ █████	█████	█████	█████
Level A Suit Testing	Pressure testing with annual certification	A Letter of decontamination certification must be attached to each suit prior to service	\$ █████	█████	█████	█████
Evaluation	Evaluation Fee for Gas Detection service only- refused repair	Fee is waived if new instrument is purchased through Safeware	\$ █████	█████	█████	█████
Calibration Service	Portable Gas Detection service to include preventative maintenance, calibration & software upgrades	Price based on standard 4 gas mix, Repair parts & labor not included	\$ █████	█████	█████	█████
Fixed System Gas Detection	Preventative Maintenance , calibration & software upgrade	Price per sensor site; Onsite Service Fee will apply to this service, Repair parts & labor not included; Call for Quote			\$ -	ea
Emergency Shelter Cleaning Small	Clean & disinfect; less then 350 sq foot deployment area	Pick up & delivery fees not included	\$ █████	█████	█████	█████
Emergency Shelter Cleaning Medium	Clean & disinfect; 351 to 499 sq foot deployment area	Pick up & delivery fees not included	\$ █████	█████	█████	█████
Emergency Shelter Cleaning Large	Clean & disinfect, 500+ sq foot deployment area	Pick up & delivery fees not included	\$ █████	█████	█████	█████
Fixed Fall Protection Systems	Design, install & training service for Horizontal Lifeline/fixed system	Call for Quote			\$ -	ea

Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Labor	Hourly Technician rate	Price per hour; billed in 15 minute increments	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Rush Charge	Expedited repair service; per unit fee	Service is dependent upon part and technician availability. This charge is in addition to other applicable fees	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Pick up/Delivery Fee	Per Occurrence Fee	Call for Availability	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
On-Site Service- Daily Rate	Customer site; per occurrence	Travel & accommodation fees not included. Please Call for availability	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
After Hour Response	After standard business hours: Emergency Hourly Response Fee	This charge is in addition to other applicable fees	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Travel Rate	Hourly Travel Rate	Price per hour, per technician	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Travel/ Lodging	Lodging Fee	Per night /Per technician	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TRAVEL MILEAGE	Mileage Charge	Per Mile over 60 mile radius from Service Center	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<p><b>PLEASE NOTE THAT ALL SERVICES MAY NOT BE AVAILABLE IN ALL LOCATIONS. ONSITE SERVICE FEES MAY APPLY TO SERVICES LISTED. CONTACT YOUR LOCAL SERVICE CENTER FOR DETAILS.</b></p>						
<p>Standard or Expedited Shipping costs are not included. Some material may require hazardous material shipping. Other rental equipment available, call for information</p>						





**3. Do all 80 sales representatives you mention on page 64 work with U.S. Communities currently? There is a large concentration of sales reps in Portland, OR. What are their roles?**

*Yes, all 81 sales representatives currently work with U.S. Communities in some capacity. Safeware and Mallory have different sales structures. Mallory has more overall reps (almost 60), who work in multiple vertical markets, with a few select reps being 100% committed to USC sales. Everyone, however, has responsibility to the contract. Safeware, on the other hand, has a smaller sales force of 24 reps, but every one of our reps has full responsibility for USC customers.*

*There is a large concentration of sales reps in Portland, OR where Mallory's headquarters is located. The reps here are a mix of local territory reps and inside sales reps that operate a call center contacting smaller agencies in remote locations such as Montana, Idaho, and parts of Utah. We fly in a fully trained outside USC rep to handle the opportunity when we find an agency that has a need.*

**4. On page 65 you indicate you are planning to add additional sales people. How many sales people do you plan to add in 2019, 2020, and 2021? Is there a way to better leverage the 80 existing sales people you list?**

*There is a great learning curve to teach reps about government procurement and it is not simply a matter of adding bodies to our sales team. As called out in our proposal, we will add reps to dense areas where the contract is being used already in order to support further support contract sales. We expect to add 3-4 new contract specific reps between the two companies in each of the next 3 years in areas such as the Gulf, Florida, Texas, California, and New York. Since the submission of our proposal, Mallory has already hired an ex-LA County Sheriff as a rep for Los Angeles.*

*This contract is a joint venture of two companies that work extremely well together, but we are very different too. The Mallory sales team is leveraged into their large national industrial contracts with strong government leadership and business development in the government space. Safeware reps have a different role, largely contract focused. We feel that our existing sales reps are currently being utilized to appropriately support each company's business models and additional reps will be carefully chosen for their abilities to support the contract.*

**5. On page 68 you indicate PEMA is a customer. Did they choose to utilize the U.S. Communities contract? If not, why not?**

*Yes, the Pennsylvania Emergency Management Agency is a current customer, but they did not choose to utilize the USC contract. Their aversion to the contract does not have to do with Safeware as a company, nor with the scope of the contract, but rather dates back to the implementation of current state contracts and the utilization of such. While we have no information to indicate that PEMA will begin to use the contract, it is an ongoing goal of ours to continue to market the contract to them and present the benefits of USC over their state contracts.*

**6. You indicate you have a GSA schedule 84 contract now. How does the pricing you've proposed compare to the pricing through that contract? Is the scope similar to what you've proposed?**

*Yes, both Safeware and Mallory have small GSA Schedule 84 contracts. We do have to benchmark our pricing to offer the Federal government our best commercial price, but the pricing offered to the GSA and to USC is very similar. The scope is similar to what we have proposed, but much, much smaller. Mallory has items from 6 vendors on contract while Safeware has 11. While our proposed scope for USC includes all items on each of these manufacturer price lists, our GSA contracts contain only select items. We do not actively promote our GSA contracts to our state and local customers as we believe GSA should not be used for grant funded purchases since it is not a competed contract. Safeware's GSA business is mostly with three letter Agencies we already have relationships with and Mallory does most GSA business with the Department of Natural Resources.*

**7. You indicate you have a NY HIRE contract now. How does the pricing you've proposed compare to the pricing through that contract?**

*Yes, Safeware holds a NY HIRE contract, but it is a relatively small contract for us. It has changed greatly since its inception, and is no longer a multi-state cooperative as it once was, rather is used solely within the state of New York. We recently removed almost half of our offering from HIRE and our goal is to get off of HIRE altogether. We are slowly converting the state of NY to using USC, and New York City remains the main user. Our best public prices are still USC, and we check costs routinely to ensure that it remains so.*

**8. How does the pricing you've proposed compare to the pricing through your existing U.S. Communities contract?**

*The pricing we have proposed is the same pricing as our current USC contract pricing. Our price proposal represents our current selling prices, and we believe that we can continue to reduce those costs in future years. Over the last 6 ½ years as the contract holder, we have experienced price reductions from many of our vendors which we in turn pass along to our customers by lowering our own price lists.*

**9. What changes have you proposed to improve upon the existing U.S. Communities contract?**

*We believe that it takes years and years to become contract experts, and with almost 7 years of experience, we are getting great at it. We will bring change and improvement to the existing U.S. Communities contract through our expertise. Change is driven by growth and as we continue to grow, we gain relevance. Our strategic growth plan includes the following:*

- *Vertical market penetration in new verticals such as*
  - *Aviation, helicopters!*
  - *Bombs*
  - *Corrections*
  - *Structural Firefighting*
  - *Fixed Systems,*
  - *Industrial Hygiene*
  - *Physical Security*
  - *Traffic Safety – State of Mass adopted USC as Traffic Contract*
  - *Public Works, Water Departments*

- *Vending – great area of growth!*
- *Purchasing Education*
  - *Education about the contract is a large priority of ours. Multi-pronged approach, we feel comfortable to convert buyers through in-person meetings and presentations.*
    - *NIGP – booth near USC, importance on buyers, revealing benefits of contract.*
    - *Train suppliers, and sales team, so it is not just our company preaching the contract, but utilizing our suppliers to do this for us as well.*
    - *We were early adopters of USC summits, took lead by volunteering to host & speak at these summits.*
    - *Lunch & Learns on our own side to invite purchasers and end users to bridge gap—very effective process.*
- *National Sherriff’s Association*
  - *We have recently signed an agreement with the National Sheriffs Association to participate in their new online portal called LE Supply Pro. We are, and will be, the only national distributor to participate. The portal gives us access to 7,000 Sheriffs across the country. In the agreement there is a provision to allow us to offer our U.S. Communities contract as the contract vehicle under the portal. Their plan is to open access to the portal to police and first responders in the future. We hope the portal will give us access to customers in rural areas where we may not have touch at this point.*
- *Horizontal penetration*
  - *We will continue to add resources in dense population areas like North Carolina, Florida, Georgia, and Texas.*
  - *There is tremendous opportunity in sparsely populated areas and we have made some great calls in New York, Tennessee, Kentucky, and Ohio where the contract is just gaining traction.*
- *Marketing and branding (Facebook, twitter, You tube)*
  - *Synergy between USC and our marketing*
  - *Use of social media, you tube videos, webinars, blogs, to aid in the continued focus with program managers on target customers in large areas*
  - *National Stop the Bleed Campaign – example of how we are using social media to advertise our contract through a national industry wide campaign.*
- *More added value content (blogs, seminars)*
- *Continued acceptance in the supply chain*
- *Common sense-word of mouth*
- *Vending – Great opportunity to change the market with this cost savings solution*

**10. What is the cost for the training services you detail on page 90?**

*The training services detailed on page 90 are a duplication of the services provided in the Related Services product category of the scope. These classes are offered at a 10% discount off of Safeware-Mallory list price. The price list detailing such is attached.*

**11. What is the cost for the consulting services you detail on page 92?**

*Our consulting services are free-of charge value added services, such as the expertise and knowledge delivered by our sales reps. We have offered a free public order seminar to end users to educate on the need for proper public order gear. Educational classes will continue to be offered free of charge. Consulting services offered to end users for security solutions are value added and are included in the price of the solution.*

*Vending – the vending program is offered free to customers, in exchange for a marginal buying commitment. The prices for items within the vending machines would be 41% off of our list price for those items.*

**12. What is the cost for the additional services detailed on page 96?**

*These services detailed on page 96 such as respiratory repair and annual testing, gas detection calibration and repair, etc. are 10% off list price and are detailed in Attachment 1 of the Cost Proposal, USC Service Pricing.*

**13. Do you provide kit creation services? If so, is there a charge for kit creation? How much kitting business is currently done through the U.S. Communities program?**

*Yes, we provide kit creation services, but do not charge for kit creation as these costs would be included in our own overhead. Kit creation is an added value on a large purchase and will not be charged to customer. It is hard to provide an amount of kitting business that we currently drive through the U.S. Communities program, but we have done this frequently for many customers.*

**28. TRAINERS AND TRAINING EQUIPMENT**

Training Equipment – 41% off List Price

Training Classes – 10% off List Price – see below

**30. RELATED SERVICES**

Classroom or Onsite Training	Published Price	Discount	USC Price
Half Day	\$ [REDACTED]	[REDACTED]	[REDACTED]
Full Day	\$ [REDACTED]	[REDACTED]	[REDACTED]
Travel Rate Half Day	\$ [REDACTED]	[REDACTED]	[REDACTED]
Travel Rate Full Day	\$ [REDACTED]	[REDACTED]	[REDACTED]
SET Public Order Training*	\$ [REDACTED]	[REDACTED]	[REDACTED]

\*SET Public Order Training - Foundation Course for Public Order & Crowd Management Policing (Basic/Intermediate) 4 day class. Price per student, minimum of 32 students per class.

**Training Classes:**

- Aerial Work/Lift Platforms
- Back Safety
- Bloodborne Pathogens
- Bucket Truck Safety
- Chainsaw Safety
- Confined Space Entry Awareness
- Confined Space Entry Operations
- Confined Space Rescue
- Cranes, Hoists & Lifts
- Crane Safety Awareness
- Defensive Driver (National Safety Council Certification)
- Developing Effective Safety Action Teams
- Do Your Own OSHA Inspection
- Electrical Safe Work Practices
- Emergency Action Plans
- Evacuation Plans that Work
- Ergonomics Hazard Assessment
- Establishing a Safety & Health Committee
- Fall Protection Awareness
- Fall Protection Competent Person
- Fire Prevention & Fire Extinguishers
- First Aid CPR AED (National Safety Council Certification)
- Flagger Certification (National Safety Council Certification)
- Forklift Operator (industrial/warehouse)
- Forklift Train the Trainer
- Hand & Portable Power Tools
- Hazard Communication/Right to Know
- Hazard Identification
- Hazardous Materials Awareness (initial and refresher)
- Hazardous Materials Operations / Spill Response Team (initial and refresher)
- Hazardous Materials 24 Hour Technician (initial and refresher)
- Hazardous Waste Management (initial and refresher)
- Hearing Conservation
- High Voltage Electrical Safety
- Hoists & Overhead Cranes
- Job Safety Analysis/Job Hazard Analysis
- Ladder Safety
- Lead Safety
- Lockout/Tagout Electrical Safety (authorized, affected and other)
- Law Enforcement Public Order Civil Unrest
- Law Enforcement Public Order Command Foundation Course
- Machine Guarding
- Material Handling
- Mobile Cranes & Rigging
- NFPA70E
- OSHA 10-hour General Industry
- OSHA 10-hour Construction
- OSHA 30-hour General Industry
- OSHA 30-hour Construction
- OSHA Overview for HR Managers
- OSHA Recordkeeping Requirements
- Overhead Crane Operator
- Personal Protective Equipment

- Power Tool Safety
- PPE Hazard Assessments
- Respirator Fit-Tester Course
- Respiratory Protection
- Respiratory Protection Program Administrator
- Safe Lifting
- Safety Orientation Programs
- Scaffold User
- Scaffold Competent Person
- Slinging and Rigging
- Spill Response Team Training
- TB & Airborne Pathogens
- Trenching & Excavation Competent Person
- Work Zone Safety Supervisor

**Training Classes Terms:**

Maximum quantity of student varies with course.

Customized classes available.

Basic Training material included.

Additional equipment may be required and is not included in the rates.

Travel and Accommodations not included.

Half-day minimum.

Training facilities provided by customer.

Some courses may require multiple days.



Ms. Jamie Pun  
Fairfax County  
Department of Procurement and Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035

April 12, 2018

Subject: RFP 2000002547 Negotiations Response

**Dear Ms. Pun:**

Safeware, Inc. and Mallory Safety & Supply are delighted to have been selected as one of the top ranked offerors in response to RFP 2000002547, Public Safety and Emergency Preparedness Equipment and Related Services and will gladly address the negotiation issues brought up in the letter dated April 9, 2018. The issues are addressed in the following document.

Thank you again for the opportunity address these negotiation issues and we look forward to working with you further.

Regards,

A handwritten signature in black ink, appearing to read "Karla A Hyatt".

Karla A Hyatt  
Director of Government Contracts  
Safeware, Inc.

Enclosures:

AttachmentC\_PricingSheet\_FINAL\_2018-4-12.pdf  
AttachmentC\_MarketBasket\_FINAL\_2018-4-12.xlsx

**1. Please provide your firm's best and final offer (BAFO) on all discount rates for all product categories/manufacturers included in your cost proposal. Please provide a revised version of the Market Basket based on your BAFO.**

We are pleased and proud to offer U.S. Communities our best pricing as offered in our initial price proposal. We are confident that this pricing, which is currently available to every registered user of USC, provides end users with significant savings, though we are open to offer better pricing based on specific volumes, with specific items, with specific agencies. Please note the only change from our initial offer is to differentiate Training Equipment and Training Classes in Product Category #28, Trainers and Training Equipment as detailed in our Clarification Question Response dated March 28, 2018. All equipment in this category is offered at a 41% discount off of Catalog List and Training Classes at 10% off Catalog list.

The attached Market Basket remains unchanged from our initial offer. We have a documented history of providing better pricing for large quantity orders and continue to do so. We believe our offer represents our best public pricing but are certainly open to negotiate on specific opportunities.

**2. Does your firm offer any ecommerce rebates?**

Safeware-Mallory would like to propose a rebate program to encourage and incentivize eligible U.S. Communities customers to use electronic ordering and invoicing methods for the purpose of streamlining procurement and reducing transaction costs throughout the supply chain. The proposed program is as follows for each individual agency:

- If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided to the agency on purchases made through ecommerce.
- If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided to the agency on purchases made through ecommerce.

Conditions: The agency total purchases for the annual contract period must be greater than \$20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated 3<sup>rd</sup> party marketplace where the customer's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

**3. Does your firm offer any volume rebates (for one-time large purchases or overall annual sales)?**

Safeware-Mallory routinely offers functional discounts on one-time large purchases. Sales greater than \$20,000 may be eligible for additional price discounts from manufacturers and are flagged to indicate that additional price concessions should be sought from the manufacturer.



**4. Are there any other rebates or incentives you'd like to propose for U.S. Communities participants?**

Many Safeware-Mallory customers have their own rebates and incentives based upon customer requirements. Rather than offering a single program for all public agencies, we will continue to follow the incentives provided by individual customers. Such rebates are not formulaic, but we will work with each specific municipality to offer rebates specific to their purchase.

**5. Would any portion of your proposal change in the case of a dual award, such as your sales goals or other commitments made in your proposal?**

In order to better answer this question of how a dual award would affect our sales goals and commitments, we would need to have a better understanding of the type of proposed dual award. Some dual awards would have an extremely negative impact on our sales and projections, while others would have significantly less effect on our business and strategies.

While Safeware-Mallory is engaged in growing our U.S. Communities business across multiple market segments, we recognize that there may be complementary distribution that could potentially be considered in a dual award. For example, an award to an EMS supplier, a uniform company, a car video company, or an AED company would certainly impact our business in some capacity, but would unlikely trigger any change in the business strategy or sales goals made in our initial proposal.

On the other hand, there are some dual awards that could profoundly affect our potential sales and strategy. A company with little experience in state and local sales and no practical sales experience in the municipal space would likely spend the first year of the contract contacting current customers with a history of contract spend, and pursuing a market share of the business that has already been developed by Safeware-Mallory. This situation would force us to reallocate resources we would have directed to new customer outreach towards protecting our current interests and we would likely lose other business in the process. A dual award such as this would cause us to reconsider the sales goals and projections that we are proposing as it would dramatically affect our business. This would not be an issue in the case of a sole award as we can build on the goodwill we have developed with the current contract in the public sector.

By splitting business we have already developed between multiple awardees, our own sales would certainly be affected and contract growth would be discouraged. The lack of a clear sole source provider will potentially create conflict with many customers who currently rely on this justification to satisfy the obligation of their contracts to meet the burden of competition. We are routinely asked to document Safeware-Mallory's status as the sole awardee of this contract and our customers use this to demonstrate the legality of using our cooperative contract. With no sole source justification, many customers would not have the ability, based on their own procurement rules, to utilize the contract from either awardee.

While a dual award may seem to offer greater benefits to public agencies, we believe it could actually trigger some customers to seek additional quotes thus eliminating one of the major benefits of using the contract. There may be a point at which the benefits of a cooperative contract will be called into question, and the result may be a decision to simply compete the purchase in the open market since competition would be required anyway.

We would also like to reiterate the potential benefits of a sole source award to Safeware-Mallory. We have grown the contract over 270% in the public space over the past 6 ½ years and we believe that our forecast of \$100 million in contract sales within the next five years is not only realistic, but represents a trajectory that we have already demonstrated. Safeware-Mallory has the following plans for future growth and expansion of U.S. Communities, supported by a well-established foundation.

- **Support of High Density Population Areas**
  - Over the past two years, Safeware began to shift resources to more populated areas. Currently, we have two sales representatives covering Florida and one in Texas but we expect to have several representatives in each state in the coming years. We plan to expand our team into the Gulf States and the heartland in the next few years as well. In general, we pair salespeople with population rather than geography but we plan to resource the contract with touch to more rural customers as well. On the west coast, Mallory has recently added a representative in Los Angeles to support this customer dense area.
- **Contact with Rural Customers**
  - We have historically been received graciously when making calls in rural areas and plan to combine phone sales with field reps closer to these areas to ensure penetration in the market here.

Safeware-Mallory has had success growing the contract based on the combination of several factors including knowledge in the fire, police, and safety/PPE markets as well as a strong knowledge of government procurement. We have two National Account Managers with over eight years of experience each on this contract. This experience has been the backdrop for our current success and we look forward to strong, sustained, and continued growth in the coming years. We would certainly invite and welcome a further dialog about our plans and strategies for growth, and how a dual award could affect those goals.

6. **Please confirm your understanding and agreement that for any software purchase, the County and U.S. Communities participants reserve the right to review and negotiate the license and maintenance terms and conditions prior to purchase and that your firm will provide full support for getting the negotiated license/maintenance agreement(s) executed by the County/U.S. Communities participants and the software publisher. Please confirm your agreement that your firm will obtain agreement from your software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.**

Safeware-Mallory recognizes that Fairfax County and U.S. Communities reserves the right to review the license and maintenance terms and conditions prior to any software purchase. Upon agency request, we will lend our full support towards the agencies wishes. We will, at the request of the agency, make best efforts to obtain agreement from our software publishers that their processes are for access purpose only and agree to pursue agreements that all terms and conditions referencing these processes will have no force or effect.

**7. What is your firm's experience in addressing emergency response with public agencies?**

We have a been responding to emergencies for customers for over 20 years and have the experiences to help agencies both plan for foreseeable emergencies such as hurricanes and respond to sudden ones like 9/11. Safeware-Mallory is on-call 24/7 to respond with products and solutions ready to rapidly deliver during any type of emergency response.

Our dedicated after hours emergency line puts customers in direct contact with a company officer to initiate emergency response. Recent customers including Federal Agencies, State Law Enforcement, and City Agencies have all utilized this number with requests for immediate supply of emergency equipment and our personnel was able to meet them at our local warehouse to pick up items such as flares, public order gear, and gas monitors. Whether it is after normal business hours, on weekends, or even holidays, our personnel are ready to assist.

One of the most recent disaster responses we were involved in includes the number of destructive hurricanes that devastated the Gulf area in the fall of 2017. Safeware worked closely with many public agencies to source quickly depleting supplies of necessary items to aid in the cleanup. We worked around the clock with county representatives in Miami-Dade to prepare for and handle the aftermath of hurricanes Harvey, Irving, and Maria. In the wake of Harvey, we played an instrumental role in outfitting a response team from Fairfax County. The devastation in the Houston area was so widespread that responders from all over the country were being deployed to aid in the cleanup. We received an email late on a Saturday afternoon from Deputy Chief Paul Ruwe of Fairfax County Fire and Rescue Department inquiring about Safeware's capacity in the Houston area. We quickly put him in touch with our rep in Katy, TX where the chief and other responders from FEMA were positioned and kept in contact all weekend helping him to source dry suits, throw bags, paddles, and more. Emergency response can be difficult for several reasons, including unpredictable circumstances, inter-agency communication, and disruption of normal shipping lines. Safeware understands these complications and worked with Chief Ruwe to meet his constantly changing needs as timelines shifted, delivery locations moved, and equipment supplies ran low. Chief Ruwe's words of gratitude speak volumes to Safeware's emergency response capabilities. He wrote, "I can't thank you enough for responding to my request for assistance on a weekend....Safeware's customer service and professionalism are second to none, thus the reason you were the first call I made."

Our long history of working with state and local agencies to help them quickly respond to all types of emergencies began with another Fairfax County Fire Chief, Chief Gaines, who called Safeware on the night of the Oklahoma City Federal Building Bombing in 1995. That very night, a team of Safeware employees met a team of Fairfax County Firefighters (the original FEMA taskforce) at the warehouse in Landover, MD to load a truck full of equipment being sent to Oklahoma to protect the responders. We still proudly display the letter of gratitude from Chief Gaines on the wall of our office as it is an excellent example of who we are as a company.

We offer the following highlights from our years of emergency response experience, excluding response to commercial and federal customers such as the PEPCO Oil Spill of 2000, Motiva Chemical Spill of 2001, to focus only on emergency responses with public agencies.

- **9/11 Attacks, 2001**
  - Ground Zero – Safeware had personnel and material arriving on site on the evening of September 11, 2001. We set up logistical points outside of the hot zone and provided emergency products around the clock to fire and police customers. We overcame the minimal existing supply chain and set up a conference call with every major respiratory manufacturer in the US at the Mayor’s office in NYC resulting in the supply of truckloads of equipment to meet critical needs.
  - Pentagon – We provided the lead agency, Arlington County, with emergency equipment and set up a support team for the response. We worked closely with the Fairfax County USAR Team, and were the only supplier authorized to ship product into the hot zone.
  - Learned a lot about emergency procurement and the constraints of government purchasers in an emergency. We have used this experience to help direct and advise other agencies in all other emergency situations since.
- **Anthrax/Ricin Contamination Attacks, Washington, DC, 2001**
  - While most of our business was federal, we worked nights and weekends to provide emergency products to local responders inundated with white powder calls.
- **Hurricane Katrina, 2005**
  - Before the storm was nationwide news, Safeware received a call from Becky McKinney at Fairfax County alerting us to the severity of the disaster. We set up a logistical point in Columbus, MS where we were able to deliver truckloads of critical supplies such as hip waders, bottled water, propane, portable toilets and service, personal hygiene kits, flashlights, MREs, body bags, and even diapers and baby food which the federal government could not provide.
  - We were a key supplier to FEMA and MEMA during the days following the devastation in Mississippi and Louisiana, where we continued to earn a national reputation as a premier emergency response distributor.
- **Hurricane Sandy, 2012**
  - Many areas drew from existing caches of equipment and used us to replenish their stock. The supply chain was largely in place and we assisted with less emergency purchases and more contract and credit card buys. We received a requirement from FDNY for 55 complete sets of water rescue gear which was fulfilled and delivered in it’s entirety to the emergency logistics center in Queens within 24-hours.
- **State of Michigan Flooding, August 2014**
  - State employees from State Emergency Operations Center were tasked with flood cleanup operations. Safeware was contacted after hours on a Saturday with an equipment list needed for clean-up. We sourced emergency shipments of the required kits and dispatched a truck to Michigan by Sunday morning. All purchases were made on the state contract. Local counties then used the same contract to purchase the same emergency equipment for their continued clean-up efforts.
- **Ebola Crisis, 2015**
  - Sent emergency supplies of PPE to customers all over the country, often next day air. Competitors had no inventory of DuPont suits, but due to our high annual volume of sales, we were able to source and supply our customers.
- **Zika Virus, 2016**
  - Miami Dade County procured emergency supplies such as insect repellent, wipes and sprays to protect employees and public

- **Hurricane Season, 2017**

- Emergency supplies from all sorts of manufacturers were being reserved for Federal Response. Utilizing our widespread supply chain, we were able to source items for local responders, and coordinate shipping to hard to access areas.

On the west coast, Mallory is no stranger to emergency response either. Holding several contracts with various Public Agencies, Mallory pledges 2-hour emergency response, often deploying resources during wind and ice storms. We also have three customized trailers outfitted to both repair critical lifesaving equipment and with the ability to wash 800 respirators every 12 hours.

ATTACHMENT C  
PRICING SHEET

**DISCOUNT BY PRODUCT CATEGORY**

**Instructions:**

For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria	*State Other Verifiable Criteria if used
<b>Product Categories:</b>							
Personal Protective Equipment (PPE)							
Explosive Device Mitigation and Remediation Equipment							
Environmental Monitoring							
CBRNE Search & Rescue Equipment							
Interoperable Communications Equipment							
Detection Equipment							
Decontamination Equipment							
Hazardous Materials Storage							
Spill Control and Containment							
Physical Security Enhancement Equipment							
Surveillance, Warning, Access/Intrusion Control							
Explosion Protection							
Fire and Emergency Response							
Traffic Safety							
Facility Safety and Maintenance							
Fall Protection and Confined Space							
Medical and First Aid Supplies							
CBRNE Reference Materials							
Automated External Defibrillators (AEDs)							





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



**COMPETITIVE SOLICITATION**

**BY FAIRFAX COUNTY, VA**

**FOR**

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

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

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

**GOVERNMENT PURCHASING ALLIANCE**

**RFP 2000002547**



## PRE-PROPOSAL CONFERENCE

RFP 2000002547

An optional pre-proposal conference will be held at 10:30am on February 22<sup>nd</sup>, 2018 at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 4/5, Fairfax Virginia. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

All questions pertaining to this RFP should be submitted in writing by **February 27, 2018** to the contract specialist at [dpmteam1@fairfaxcounty.gov](mailto:dpmteam1@fairfaxcounty.gov).



# 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

<b>ISSUE DATE:</b> February 6, 2018	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP2000002547	<b>TITLE:</b> Public Safety and Emergency Preparedness Equipment and Related Services
<b>DEPARTMENT:</b> Various	<b>DUE DATE/TIME:</b> March 13, 2018 / 2:00 P.M.	<b>CONTRACT SPECIALIST:</b> Jamie Pun; 703-324-3653 or Jamie.Pun@fairfaxcounty.gov

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

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

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole Proprietor)

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

State Corporation Commission (SCC) Identification No.

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix C, the Certification Regarding Ethics in Public Contracting set forth in Appendix D, and by any other relevant certifications set forth in Appendix B.**

<b>BUSINESS CLASSIFICATION – Described in Appendix D – CHECK ONE:</b>				
<input type="checkbox"/> MICRO	<input type="checkbox"/> SMALL	<input type="checkbox"/> MINORITY-OWNED	<input type="checkbox"/> WOMEN-OWNED	<input type="checkbox"/> VETERAN OWNED
<input type="checkbox"/> EMPLOYMENT SERVICE ORG	<input type="checkbox"/> NON PROFIT	<input type="checkbox"/> GOVERNMENT/PUBLIC BODY		

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

CHECK ONE:  INDIVIDUAL  PARTNERSHIP  CORPORATION

\_\_\_\_\_  
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 at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



## INTRODUCTION AND BACKGROUND

### 1. MASTER AGREEMENT

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

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

### 2. OBJECTIVES

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

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

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

General Product Categories:

- 1. Personal Protective Equipment (PPE)
- 2. Explosive Device Mitigation and Remediation Equipment
- 3. Environmental Monitoring
- 4. CBRNE Search & Rescue Equipment
- 5. Interoperable Communications Equipment
- 6. Detection Equipment
- 7. Decontamination Equipment
- 8. Hazardous Materials Storage
- 9. Spill Control and Containment
- 10. Physical Security Enhancement Equipment
- 11. Surveillance, Warning, Access/Intrusion Control
- 12. Explosion Protection
- 13. Fire and Emergency Response
- 14. Traffic Safety
- 15. Facility Safety and Maintenance
- 16. Fall protection and Confined Space
- 17. Medical and First Aid Supplies
- 18. CBRNE Reference Materials

## INTRODUCTION AND BACKGROUND

19. Automated External Defibrillators (AEDs)
20. Ammunition/Less than Lethal Munitions
21. Civil Disturbance Gear
22. Dive Gear/Underwater Recovery/Water Safety
23. Police Fleet Management Products
24. Law Enforcement Software
25. Public Safety Aviation- Helicopters
26. Public Safety Uniforms
27. Vehicles
28. Trainers and Training Equipment
29. Vending Solutions
30. Related Services
31. Other Non-Listed Public Safety, Law Enforcement and Fire Equipment

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

#### 4. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines 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 are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

##### **National Sponsors**

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

##### **Advisory Board**

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

Each [Advisory Board Member](#) is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

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

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY

## INTRODUCTION AND BACKGROUND

City of Los Angeles, CA	Port of Portland, OR
City of Ocean City, NJ	Prince William County Schools, VA
City of Seattle, WA	San Diego Unified School District, CA
Cobb County, GA	State of Iowa, IA
Denver Public Schools, CO	State of Louisiana, LA
Emory University, GA	The Ohio State University, OH
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

### Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.5 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to 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, and payment.

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

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

### Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Fairfax County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

### Marketing Support

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

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,

## INTRODUCTION AND BACKGROUND

- Sales and marketing personnel that directly promote the U.S. Communities 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.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

### **Multiple Awards**

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

Fairfax County, VA reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the County and Participating Public Agencies as a result of this solicitation.

## **5. EVALUATION OF PROPOSALS**

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

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

### **5.1 TECHNICAL PROPOSAL INSTRUCTIONS:**

- 5.1.1 The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.
- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
  - b. Understanding of the problem and technical approach.
    1. Statement and discussion of the requirements as they are analyzed by the offeror.
    2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
    3. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

## INTRODUCTION AND BACKGROUND

### 5.1.2 Treatment of the Issues:

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues.

### 5.1.3 Statement of Qualifications:

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

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference (See ATTACHMENT B).
- c. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.

### 5.1.4 **SUPPLIER QUALIFICATIONS, SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION (Ref. Page 11-17)**

### 5.1.5 **SUPPLIER INFORMATION (Ref. Pages 19-23)**

## 6. **COST PROPOSAL INSTRUCTIONS:**

The offeror must submit the following information as part of the cost proposal:

- 6.1. Provide in ATTACHMENT C (Pricing Sheet) the proposed pricing using a fixed percentage discount from a manufacturer or catalog (or other objectively verifiable criteria) price for each product category in Paragraph 3 (items 1 through 31). Multiple discounts may be provided for each product category.
- 6.2. Provide in ATTACHMENT C (Market Basket) the price for each item based on the pricing proposed in the Pricing Sheet. **THIS IS NOT A CORE LIST.**
- 6.3. Provide the reference to the manufacturer price, catalog price, or other objective criteria used to determine pricing of each Product category and state why this the most advantageous to Participating Public Agencies.
- 6.4. State if the quoted price for each Product category is the most favorable pricing offered by your company to state and local agencies nationwide.
- 6.5. Propose a plan to adjust pricing as market conditions change.
- 6.6. All pricing proposed must include charges for shipping.
- 6.7. Detail pricing for items requiring special shipping, door delivery. Installed inside delivery etc. are items that would require additional charge due to a special circumstance.

## INTRODUCTION AND BACKGROUND

### 7. PRE-PROPOSAL CONFERENCE:

- 7.1 An optional pre-proposal conference will be held on February 22<sup>nd</sup>, 2018 at 10:30 A.M. in the Fairfax County Government Center, Conference Center Room 4/5, 12000 Government Center Parkway, Fairfax, Virginia. To request reasonable ADA accommodations, call the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 711. Please allow seven working days in advance of the event to make the necessary arrangements.
- 7.2 The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to [dpmteam1@fairfaxcounty.gov](mailto:dpmteam1@fairfaxcounty.gov) or to the Contract Specialist at [Jamie.Pun@fairfaxcounty.gov](mailto:Jamie.Pun@fairfaxcounty.gov).

### 8. CONTRACT PERIOD AND RENEWAL:

- 8.1 This contract will begin on October 1, 2018, and terminate on September 30, 2023.
- 8.2 Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Procurement Department. The initial term of this contract is for a five (5) year period. The County reserves the right to renew the contract for four (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.
- 8.3 The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

### 9. PRICING:

- 9.1 The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.
- 9.2 The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 9.3 Price decreases shall be made in accordance with paragraph 39 of the General Conditions & Instructions to Offerors (Appendix C).



## INTRODUCTION AND BACKGROUND

### 10. TRADE SECRETS/PROPRIETARY INFORMATION:

- 10.1 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 10.2 The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.
- 10.3 Request for Protection of Trade Secrets or Proprietary Information (Appendix D, page 65) 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.
- 10.4 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.

### 11. CONTACT FOR CONTRACTUAL MATTERS:

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

Jamie Pun, VCO, CPPB, Contract Specialist  
Department of Procurement and Material Management  
Telephone: (703) 324-3653  
[Jamie.Pun@fairfaxcounty.gov](mailto:Jamie.Pun@fairfaxcounty.gov)

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

### 12. REQUIRED SUBMITTALS:

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

### 13. SUBMISSION OF PROPOSAL:

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

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

## INTRODUCTION AND BACKGROUND

- 13.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Department of Procurement and Material, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/solicitations](http://www.fairfaxcounty.gov/solicitations).
- 13.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 13.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 13.5. Each original and set of the one (1) copy of the proposal shall consist of:
- a. Cover sheet (DPMM32)
  - b. Technical proposal as required in Section 5.1, **TECHNICAL PROPOSAL INSTRUCTIONS**.
  - c. Cost proposal as required in Section 6, **COST PROPOSAL INSTRUCTIONS**. (Attachment C should be included in the Cost proposal).
- 13.6. 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. Proposals may be submitted by mail or delivered in person.
- 14. LATE PROPOSALS:**
- 14.1 Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.
- 15. PERIOD THAT PROPOSALS REMAIN VALID:**
- 15.1 Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.
- 16. BASIS FOR AWARD:**
- 16.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.

## INTRODUCTION AND BACKGROUND

- 16.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 16.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 16.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 16.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 16.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Proven Experience of the company's success in providing Public Safety and Emergency Preparedness Equipment and Related Services on a nationwide and local basis. **(10 points)**
  - b. Depth of response to the TECHNICAL PROPOSAL, Section 5. **(20 points)**
  - c. Depth of Response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (Reference pages 12 – 24). **(30 points)**
  - d. Depth of response to COST PROPOSAL, Section 6, including Market Basket pricing, and reasonableness of cost proposal(s). **(40 points)**
- 16.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 16.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

## INTRODUCTION AND BACKGROUND

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

The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

### 17. REQUEST FOR PROPOSAL SCHEDULE:

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

<b>Date</b>	<b>Event</b>	<b>Time</b>
February 6, 2018	RFP Released	N/A
February 22, 2018	Pre-Proposal Conference	10:30a.m.
March 13, 2018	Proposals are due	2:00p.m.
March 27-28, 2018	Evaluate and Rank Proposals	N/A
March 28, 2018	Potential Interview of Companies with Most Competitive Proposals	9:00a.m.
June 1, 2018	Award Contract to the highest ranked Offeror	N/A

## SUPPLIER QUALIFICATIONS

### SUPPLIER COMMITMENTS

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

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

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

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

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

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

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

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

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

## SUPPLIER QUALIFICATIONS

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

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

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

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

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

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

## SUPPLIER QUALIFICATIONS

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

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

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

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

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

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

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

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public

## SUPPLIER QUALIFICATIONS

Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the 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 U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train 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 U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

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

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

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



## SUPPLIER QUALIFICATIONS

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

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

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

## SUPPLIER QUALIFICATIONS

### **U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION**

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

**The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Appendix A) and submit with the supplier's proposal without exception or alteration. Failure to do so shall result in disqualification.**

SUPPLIER QUALIFICATIONS

**SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?  
 YES\_\_\_\_ NO\_\_\_\_
  
- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?  
 YES\_\_\_\_ \*NO\_\_\_\_  
 (\*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)
  
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?  
 YES\_\_\_\_ \*NO\_\_\_\_  
 (\*If no, identify the states where you have the ability to call on Participating Public Agencies.)
  
- D. Check which applies for your company sales last year in the United States:  
 \_\_\_\_\_ Sales between \$0 and \$25,000,000  
 \_\_\_\_\_ Sales between \$25,000,001 and \$50,000,000  
 \_\_\_\_\_ Sales between \$50,000,001 and \$100,000,000  
 \_\_\_\_\_ Sales greater than \$100,000,001
  
- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?  
 YES\_\_\_\_ NO\_\_\_\_
  
- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
 YES\_\_\_\_ NO\_\_\_\_
  
- G. Will your company commit to the following implementation schedule?  
 YES\_\_\_\_ NO\_\_\_\_
  
- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?  
 YES\_\_\_\_ NO\_\_\_\_


Submitted by:

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

 <b>New Supplier Implementation Checklist</b>	Target Completion After Award
<b>1. First Conference Call</b>	<b>One Week</b>
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
<b>2. Executed Legal Documents</b>	<b>One Week</b>
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
<b>3. Program Contact Requirements</b>	<b>One Week</b>
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
<b>4. Second Conference Call</b>	<b>Two Weeks</b>
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
<b>5. Marketing Kick Off Call</b>	<b>Two Weeks</b>
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
<b>6. Initial NAM &amp; Staff Training Meetings</b>	<b>Three Weeks</b>
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
<b>7. Senior Management Meeting</b>	<b>Four Weeks</b>
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
<b>8. Review Top Joint Target Opportunities</b>	<b>Five Weeks</b>
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
<b>9. Web Development</b>	
Initiate E-Commerce Conversation	<b>Two Weeks</b>
Product Upload to U.S. Communities site	<b>Five Weeks</b>
<b>10. Sales Training &amp; Roll Out</b>	
Program Manager briefing - Coordinate with NAM	<b>Five Weeks</b>
Initial remote WebEx training for all sales - Coordinate with NAM	<b>Three Weeks</b>
Initiate contact with Advisory Board (AB) members	<b>Six Weeks</b>
Determine PM & Local Metro teams strategy sessions	<b>Six Weeks</b>
<b>11. Marketing – see marketing deliverables checklist as reviewed with marketing contact</b>	<b>Eight Weeks</b>
<b>12. Agency Webinars</b>	<b>Post Launch</b>

## SUPPLIER INFORMATION

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

### National Commitments

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Supplier Qualifications Section.

### Company Overview

1. Provide the total number and location of sales persons employed by your company in the United States.

**Example:**

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
<b>Total: 366</b>		

2. 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.
3. Explain how your company will educate its sales force about the Master Agreement.
4. Provide the company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b>Total Supplier Sales</b>			

## SUPPLIER INFORMATION

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016</b>			
<b>Segment</b>	<b>2014 Sales</b>	<b>2015 Sales</b>	<b>2016 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i><b>Total Supplier Sales</b></i>			

6. Provide a list of your company's ten largest public agency customers, including contact information.
7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

### **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 state if you use a 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.
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 processing, handling or shipping the Products to the end user.
8. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).
9. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
10. Describe your company's ecommerce capabilities:

## SUPPLIER INFORMATION

- 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.
11. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
- a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.
  - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

### **Marketing and Sales**

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.
2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:
  - \$ \_\_\_\_\_ .00 in year one
  - \$ \_\_\_\_\_ .00 in year two
  - \$ \_\_\_\_\_ .00 in year three

### **National Staffing Plan**

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined on page 19, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.

## SUPPLIER INFORMATION

2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible and Title</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.
4. Submit a bio for each of the below personnel:
- a. The person your company proposes to serve as the National Accounts Manager;
  - b. Each person that will have primary responsibility for U.S. Communities account management; and
  - c. Key executive personnel that will be supporting the program.

### **Products, Services and Solutions**

1. Provide a description of how your offering meets the requirements set forth in Section 3 of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.
2. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.



## SUPPLIER INFORMATION

3. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.
4. State your normal delivery time (in days) and any options for expediting delivery, if applicable.
5. Please state your backorder policy.
6. Please state restocking fees and procedures for returning products.

### **Environmental**

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.
3. Please indicate if you have any products in your offering that have any third-party environmental certifications, such as:
  - a. Biodegradable Products Institute (e.g., compostable bags, food service ware, etc.)
  - b. Consortium for Energy Efficiency (lamps)
  - c. Cradle to Cradle (e.g., building materials, construction adhesives, paint)
  - d. Design Lights Consortium (e.g., LED lighting equipment)
  - e. ENERGY STAR (e.g., appliances, HVAC and lighting equipment)
  - f. Green Seal (e.g., cleaners, hand soap, janitorial paper products, paint)
  - g. Master Painters Institute (MPI) Green Performance Standard (paints and coatings)
  - h. NEMA Premium Efficiency (e.g., motors, ballasts)
  - i. Scientific Certification Systems (SCS) FloorScore (e.g., carpet, flooring, flooring adhesives, underlayment, etc.)
  - j. Scientific Certification Systems (SCS) Indoor Advantage (building materials, furniture, etc.)
  - k. UL GREENGUARD (adhesives, flooring, insulation, sealants, etc.);
  - l. UL EcoLogo (cleaners, deodorizers, hand soaps and sanitizers, floor polish and strippers, etc.)
  - m. USDA Biobased (lubricants, building materials, etc.)
  - n. US EPA Safer Choice (cleaners, hand soaps, deicers, floor maintenance chemicals)
  - o. WaterSense (water efficient fixtures, toilets, etc.)
4. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

### **Additional Information**

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

## FAIRFAX COUNTY SPECIAL PROVISIONS

### 1. **INSURANCE:**

- 1.1 The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 1.2 The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
  - c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
  - d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
  - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - f. Rating Requirements:
    1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
    2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
  - g. Indemnification: Article 57 of the General Conditions and Instructions to Bidders (Appendix C) shall apply.
  - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.

## FAIRFAX COUNTY SPECIAL PROVISIONS

- i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.
  - 1.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
  - 1.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
  - 1.5. Fairfax County, their employees and officers shall be named as an additional insured in the General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
- 2. METHOD OF ORDERING:**
- 2.1 The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
  - 2.2 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.
  - 2.3 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.
  - 2.4 Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
  - 2.5 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.
- 3. REPORTS AND INVOICING:**
- 3.1. 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.
  - 3.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
    - a. Employee name;
    - b. The name of the County department;
    - c. Date of services
    - d. The type of services; and,
    - e. The itemized cost for each item/service.

## FAIRFAX COUNTY SPECIAL PROVISIONS

- 3.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 3.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

### **4. PAYMENTS:**

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

### **5. CHANGES:**

- 5.1 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.
- 5.2 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.

### **6. DELAYS AND SUSPENSIONS:**

- 6.1 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.
- 6.2 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.
- 6.3 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.

### **7. ACCESS TO AND INSPECTION OF WORK:**

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

## FAIRFAX COUNTY SPECIAL PROVISIONS

### **8. PROJECT AUDITS:**

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

### **9. DATA SOURCES:**

- 9.1 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.

### **10. SAFEGUARDS OF INFORMATION:**

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

## FAIRFAX COUNTY SPECIAL PROVISIONS

**11. ORDER OF PRECEDENCE:**

- 11.1 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 C).

**12. SUBCONTRACTING:**

- 12.1 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 Small Business and Supplier Diversity <http://www.dmbc.virginia.gov/index.html>, local chambers of commerce and other business organization.
- 12.2 As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix D, page 71 to this solicitation.

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

- 13.1 Reference Paragraph 70, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix D for sample listing).
- 13.2 It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 13.3 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.
- 13.4 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.
- 13.5 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.

**14. NEWS RELEASE BY VENDORS:**

- 14.1 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.

## FAIRFAX COUNTY SPECIAL PROVISIONS

### **15. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 15.1 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.
- 15.2 Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

### **16. HIPAA COMPLIANCE:**

- 16.1 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.
- 16.2 Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

### **17. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 17.1 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.

### **18. FEDERAL GRANT TERMS AND CONDITIONS:**

- 18.1 Federal funds may be expended under the resulting contract(s); therefore the offeror agrees to the attached federal grant terms and conditions (Appendix I) without exception.

## ATTACHMENT A

DETAILED SPECIFICATIONS FOR PUBLIC SAFETY CATEGORIESPUBLIC SAFETY CATEGORIES

The following categories are by way of example only and are not meant to limit the broad range of products that might be available from potential offerors. Product Category Examples (Note: Items 1-31 are compiled, in part, from the Office of Domestic Preparedness' Authorized Equipment List and The InterAgency Board's Standardized Equipment List):

**1. Personal Protective Equipment**

Equipment worn to protect the individual from hazardous materials and contamination in the workplace including, a chemical/biological threat environment. Examples include the following: chemical resistant suits, escape masks, gloves, coveralls, helmets, eye protection, hi-visibility clothing, safety footwear, respiratory protective equipment, SCBAs, etc.

**2. Explosive Device Mitigation and Remediation Equipment**

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment, such as:

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

**3. Environmental Monitoring**

Items such as: chip measurement systems, passive dosimeter badges, diffusion tubes, detector tube systems, air sampling pumps, gas detection monitors, confined space monitors, photo-ionization detectors, and protection against additional unseen hazards (radiation and noise levels).

**4. CBRNE Search and Rescue Equipment**

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

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



## ATTACHMENT A

**5. Interoperable Communications Equipment**

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. Includes system design, installation, service and maintenance. Products include:

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

**6. Detection Equipment**

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

- Detection Kits/Paper for all chemical agent identification and detection
- Multi-Gas Meters
- Hazard Categorizing (HAZCAT) Kits
- Surface Acoustic Wave Detector
- Spectrometers
- Colormetric Tube/Chip Kit specific for TIC s and CBRNE applications
- Leak Detectors (soap solution, ammonium hydroxide, etc)
- pH Paper/pH Meter
- Protective cases for sensitive detection equipment storage & transport
- Point Detection Systems/Kits (Immunoassay or other technology)
- Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma), Personal Dosimeters, Scintillation Fluid (radiological) pre-packaged

**7. Decontamination Equipment**

Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination. Such items include:

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

## ATTACHMENT A

8. **Hazardous Materials Storage**
  - Storage cabinets
  - Safety cans
  
9. **Spill Control and Containment**
  - Spill treatment agents
  - Infectious materials cleanup kits
  - Sorbents
  - Non-sparking tools
  - Hazardous material vacuums
  - Environmental containment
  
10. **Physical Security Enhancement Equipment**  
Includes equipment and installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service and maintenance.
  
11. **Surveillance, Warning, Access/Intrusion Control Ground**
  - Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
  - Barriers: Fences; Jersey Walls
  - Impact Resistant Doors and Gates
  - Portal Systems; locking devices for access control
  - Alarm Systems
  - Video Assessment/Cameras: Standard, Low Light, IR, Automated Detection
  - Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Cyphers/Codes
  - X-Ray Units
  - Magnetometers
  - Vehicle Identification – Visual, Electronic, Acoustic, LASER, RADAR,
  
12. **Explosion Protection**
  - Blast/Shock/Impact Resistant Systems
  - Protective Clothing
  - Column and Surface Wraps; Breakage/Shatter Resistant Glass; Window Wraps
  - Robotic Disarm/Disable Systems
  
13. **Fire and Emergency Response**
  - Firefighting/Rescue/EMS - apparel (structural, suspenders, wildland, rescue EMS, station wear, high visibility, gear racks), helmet/hoods, gloves, boots, SCBA/respirators, eyewear, ear plugs/muffs, knee/wrist/back protectors, communications, RIT/RIC/escape devices, accountability, rehab, incident command, bags/packs/web gear, thermal imagers, search cameras/listening systems, flashlights/scene lighting, hand tools, ladders, ventilation, extinguishers, dry chemicals/foam, hoses/nozzle/appliances, rescue tools, rope/rigging, patient care, and traffic safety
  - Hazmat/WMD: Apparel, gloves, boots, SCBA respirators, instrumentation, lead repair/control, sorbents/neutralizers, overpacks, containment, vacuums, and decon
  - Law Enforcement: Apparel, eyewear, headsets/ear plugs, gloves, SCBA/respirators, flashlights/scene lighting, thermal imaging, traffic safety
  - Mass Casualty: Shelters/trailers, incident command, med/surge, decontamination, fatality management, multi-use/temporary housing, environmental controls/support equipment, patient management, and scene management
  
14. **Traffic Safety**
  - Traffic safety apparel: Class I, II, and III
  - Traffic safety tapes (delineator tapes and warning and barricade tapes)

## ATTACHMENT A

- Traffic control products: cones, delineator posts, flags, triangles, signs and the stands that hold them, paddles, vests for road crews, law enforcement, and emergency response personnel, fences, wind socks, and emergency kits
- Message boards, flares

### 15. **Facility Safety and Maintenance**

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

### 16. **Fall Protection and Confined Space**

Systems and equipment to protect from death and injury when working in a confined space, or working at height aiding in fall arrest, worker positioning, restraint, suspension, rescue. Including, but not limited to items such as:

- Self-Retracting life lines (SRLs), tripods, blowers, harnesses, rope, carabiners, etc.

### 17. **Medical and First Aid Supplies**

- First aid kits, refills, and blood borne pathogen response kits
- Burn care
- Medicinals such as antacids, aspirin and non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
- Heat-Stress relief such as fluid replacement drinks and coolers

### 18. **CBRNE Reference Materials**

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

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

### 19. **AEDs**

Portable, personal, and medical automatic external defibrillators, AED trainers, accessories and replacement parts.

### 20. **Ammunition/Less than Lethal Munitions**

Including ammunition for police weapons and munitions such as OC Spray, rubber bullets, flash bangs, crowd and riot suppressants.

### 21. **Civil Disturbance Gear**

All gear necessary for officer protection and control during civil disturbance events/riots. Including, but not limited to:

## ATTACHMENT A

- Shields, riot helmets, pad, FR outerwear, FR base layer, boots, gloves, duty belts, batons, animal protection (horses, canine)
- 22. Dive Gear/Underwater Recovery/Water Safety**
- dive suits, underwater robots, boats, dry suits, Personal Flotation Devices (PFDs)
- 23. Police Fleet Management Products**  
Equipment relating to the outfitting and maintenance of vehicles, including but not limited to sirens, lights, speed cameras, RADAR.
- 24. Law Enforcement Software**  
Including but not limited to facial recognition products, shot tracking software, license plate recognition, any criminal investigative software.
- 25. Public Safety Aviation - Helicopters**  
Equipment and services related to the purchase of helicopter and associated maintenance, UAV, UAW, and accessories, aviation software, aircraft.
- 26. Public Safety Uniforms**  
Class A uniforms, Class B uniforms, BDUs, NFPA compliant footwear.
- 27. Vehicles**  
Any public safety vehicles including but not limited to: armored vehicles, ATVs, Command vehicles, bomb trucks.
- 28. Trainers and Training Equipment**  
For example fire trainers, simulators, training props.
- 29. Vending Solutions**  
Service and equipment to supply and manage an on-site vending program with contract relevant contents for refill, such as PPE, eyewear, ear plugs, gloves, etc. Solution to include:
- Real time usage reporting by employee, item, department, or cost code
  - Low stock/out of stock alert for both supplier and customer
  - Ability to restrict items by time, item, employee, or usage
  - Ability to dispense both large and small items
- 30. Related Products and Services**  
Any related public safety and emergency preparedness products and services offered by supplier.
- 31. All Other Non-listed Public Safety, Law Enforcement and Fire Equipment available through your company**  
Equipment, supplies and materials (such as general Fire Turn -out gear and Law Enforcement Tactical equipment) that Bidder offers but does not appear specifically in the above categories.

ATTACHMENT B

REFERENCES

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

**Reference 1**

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

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

Description of products or services provided:

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

**Reference 2**

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

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

Description of products or services provided:

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

**Reference 3**

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

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

Description of products or services provided:

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

ATTACHMENT C  
PRICING SHEET

<b>DISCOUNT BY PRODUCT CATEGORY</b>							
<u>Instructions:</u> For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.							
	<b>Pricing Methodology Used</b>	<b>Discount Percent</b>	<b>or</b>	<b>Margin</b>	<b>or</b>	<b>Other Verifiable Criteria</b>	<b>*State Other Verifiable Criteria if used</b>
<b>Product Categories:</b>							
Personal Protective Equipment (PPE)							
Explosive Device Mitigation and Remediation Equipment							
Environmental Monitoring							
CBRNE Search & Rescue Equipment							
Interoperable Communications Equipment							
Detection Equipment							
Decontamination Equipment							
Hazardous Materials Storage							
Spill Control and Containment							
Physical Security Enhancement Equipment							
Surveillance, Warning, Access/Intrusion Control							
Explosion Protection							
Fire and Emergency Response							
Traffic Safety							
Facility Safety and Maintenance							
Fall Protection and Confined Space							
Medical and First Aid Supplies							
CBRNE Reference Materials							
Automated External Defibrillators (AEDs)							

ATTACHMENT C  
PRICING SHEET

**DISCOUNT BY PRODUCT CATEGORY**

Instructions:

For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

	<b>Pricing Methodology Used</b>	<b>Discount Percent</b>	<b>or</b>	<b>Margin</b>	<b>or</b>	<b>Other Verifiable Criteria</b>	<b>*State Other Verifiable Criteria if used</b>
Ammunition/Less than Lethal Munitions							
Civil Disturbance Gear							
Dive Gear/Underwater Recovery/Water Safety							
Police Fleet Management Products							
Law Enforcement Software							
Public Safety Aviation - Helicopters							
Public Safety Uniforms							
Vehicles							
Trainers and Training Equipment							
Vending Solutions							
Related Services	Provide separate sheet for Related Services as indicated in Instructions.						
Other Non-Listed Public Safety, Law Enforcement and Fire Equipment							



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

Supplier Signature: \_\_\_\_\_

ATTACHMENT C  
PRICING SHEET

PROPOSERS MUST ALSO COMPLETE THE MARKET BASKET , WHICH IS POSTED AS A SEPARATE DOCUMENT IN EXCEL FORMAT. FAILURE TO COMPLETE THE MARKET BASKET SHALL RESULT IN DISQUALIFICATION. MARKET BASKET PRICING SHOULD BE REFLECTIVE OF THE DISCOUNTS OFFERED IN THE PRICING MATRIX ABOVE.



## APPENDIX A

**ADMINISTRATION AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

## APPENDIX A

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

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

### ARTICLE II

#### TERM OF AGREEMENT

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

### ARTICLE III

#### REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

## APPENDIX A

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

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

(a) Corporate Commitment.

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

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

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

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

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

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

## APPENDIX A

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

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

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

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

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

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

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

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

## APPENDIX A

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

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall

## APPENDIX A

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 U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train 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 U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

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

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

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

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the

## APPENDIX A

unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

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

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

### ARTICLE IV

#### PRICING AUDITS

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

### ARTICLE V

#### FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S.

## APPENDIX A

Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

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

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to [reporting@uscommunities.org](mailto:reporting@uscommunities.org). If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. 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, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities 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) U.S. Communities 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



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material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency’s sole discretion or this Agreement at U.S. Communities’ sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

**ARTICLE VI**

**MISCELLANEOUS**

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

6.2 Assignment.

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

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

6.3 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. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities  
9711 Washingtonian Blvd. Suite 100  
Gaithersburg, MD 20878-7381  
Attn: Program Manager Administration

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

## APPENDIX A

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 California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

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

APPENDIX A

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

Name: Kevin Juhring

Title: President

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

APPENDIX A

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

APPENDIX A

EXHIBIT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2015	3	1	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Yes	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles County									
Dept Name	Optional	Text	255 max	Purchasing Dept									
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID	Agency Type Description												
10	K-12												
11	Community College												
12	College and University												
20	City												
21	City Special District												
22	Consolidated City/County												
30	County												
31	County Special District												
40	Federal												
41	Crown Corporations												
50	Housing Authority												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												

## APPENDIX B

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

**RECITALS**

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

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

WHEREAS, the parties desire to comply with the requirements and formalities of 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;

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

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

## APPENDIX B

7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public.

## APPENDIX C

# 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.



**APPENDIX C**  
**General Conditions and Instructions to Bidders**

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.**
  - 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 63, 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: <http://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.

## APPENDIX C

### General Conditions and Instructions to Bidders

#### SPECIFICATIONS

18. **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 dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
19. **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.
20. **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

21. **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.
22. **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

23. **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.

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**General Conditions and Instructions to Bidders**

**24. 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.

- 25. **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.
- 26. **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.
- 27. **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**

- 28. **TERMINATION OF CONTRACTS:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
  - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
  - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 29. **TERMINATION FOR CONVENIENCE:** 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 shall be effected 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. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
- 30. **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 shall have the right to terminate the contract. Any such termination shall be effected 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.
  - 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.
- 31. **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.
- 32. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign 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.
- 33. **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

## APPENDIX C

### General Conditions and Instructions to Bidders

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.

34. **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.
35. **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.
36. **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.
37. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:**
- a. 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.
  - b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
  - c. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
38. **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.
39. **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.
40. **CHANGES:** If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any 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.

**APPENDIX C**  
**General Conditions and Instructions to Bidders**

41. **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**

42. **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.
43. **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.
44. **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.
45. **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.
46. **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.
47. **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.
48. **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.
49. **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.
50. **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.

**BILLING**

51. **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.

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#### PAYMENTS

52. **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.
53. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced 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.
54. **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 based on 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 based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

#### GENERAL

55. **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.
56. **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.
57. **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.

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### General Conditions and Instructions to Bidders

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 58, 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 entering into such settlement or 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.

#### 58. OFFICIALS NOT TO BENEFIT:

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, 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. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

59. **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.

60. **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.

61. **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.

62. **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

## APPENDIX C

### General Conditions and Instructions to Bidders

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).

#### BIDDER/CONTRACTOR REMEDIES

##### 63. 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 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.

##### 64. APPEAL OF DENIAL OF WITHDRAWAL OF BID:

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4.A.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.

##### 65. 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



## APPENDIX C

### General Conditions and Instructions to Bidders

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.

#### 66. **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 4.D 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 4.D, 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.

#### 67. **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.

68. **LEGAL ACTION:** No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

69. **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.

70. **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.

71. **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

**APPENDIX C**  
**General Conditions and Instructions to Bidders**

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.

72. **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.
73. **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.
74. **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 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/ Cathy A. Muse  
**COUNTY PURCHASING AGENT**

## APPENDIX D

**Request for Protection of Trade Secrets or Proprietary Information Pursuant to  
Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann.  
§ 2.2-4342(F)**

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2 4342(F)

This form is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

a) Submission of this form with or without other reference to Article 2, Section 4.D.3 of the Purchasing Resolution or Va. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.

b) Identify the specific data or other material for which protection is sought. Suggested forms of designation include: listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g. "all portions of the Proposal marked "Proprietary" or "Trade Secret"). NOTE: The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

c) For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary. NOTE: Your explanation must do more than simply stating the materials are "proprietary," or "trade secrets," or "not publically available." You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

## APPENDIX D

**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 bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why 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.

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

APPENDIX D

**BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**

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

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:
 

Virginia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- Date business began/will begin work in Fairfax County

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

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Complete and return this form or a copy of your current Fairfax County Business License with your proposal.**

APPENDIX D

**Certification Regarding Ethics in Public Contracting**

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

Check one:

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

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

If 2 is selected, please complete the following:

Recipient: \_\_\_\_\_

Date of Gift: \_\_\_\_\_

Description of the gift and its value:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of the consideration received in exchange and its value:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Printed Name of Bidder/Offeror Representative: \_\_\_\_\_

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

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

Company Address: \_\_\_\_\_

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

***This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.***

## APPENDIX D

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

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

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

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

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

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

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

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

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

## APPENDIX D

**Sample Listing Of Local Public Bodies**

REFERENCE PARAGRAPH 13 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to:

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
	Alexandria, Virginia		Maryland Transit Administration
	Arlington County, Virginia		Metropolitan Washington Airports Authority
	Arlington Public Schools, Virginia		Metropolitan Washington Council of Governments
	Bladensburg, Maryland		Montgomery College
	Bowie, Maryland		Montgomery County, Maryland
	Charles County Public Schools, MD		Montgomery County Public Schools
	College Park, Maryland		Northern Virginia Community College
	Culpeper County, Virginia		Omni Ride
	District of Columbia		Potomac & Rappahannock Trans. Commission
	District of Columbia Courts		Prince George's County, Maryland
	District of Columbia Public Schools		Prince George's County Public Schools
	DC Water and Sewer Authority		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Public Schools, VA
	Fairfax, Virginia (City)		Prince William County Service Authority
	Falls Church, Virginia		Rockville, Maryland
	Fauquier County Government and Schools, Virginia		Spotsylvania County Schools, Virginia
	Frederick, Maryland		Stafford County, Virginia
	Frederick County Maryland		Takoma Park, Maryland
	Gaithersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland		Vienna, Virginia
	Herndon, Virginia		Virginia Railway Express
	Leesburg, Virginia		Washington Metropolitan Area Transit Authority
	Loudoun County, Virginia		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		

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

\_\_\_\_\_  
Vendor Name



## APPENDIX D

## BUSINESS CLASSIFICATION SCHEDULE

**PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL.** This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work-shops, 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 Agency/Public Body" in Step 1.

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

Small     Large     Non-Profit     Government Agency/Public Body     Shelter Workshop

**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**

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

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

**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.

**Shelter Workshop** – 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 in the workshop.

APPENDIX D



**COUNTY OF FAIRFAX  
DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT  
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013  
Fax: 703-324-3228**

**SUBCONTRACTOR (S) NOTIFICATION FORM**

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

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

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

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited solicitation, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor. Please complete this form and return it to this office with your submission.

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

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

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

APPENDIX E

**STATE NOTICE ADDENDUM**

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

**Nationwide:**

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

**Other states:**

**State of Oregon, State of Hawaii, State of Washington**

## APPENDIX E

AgencyName	State		
Malama Honua Public Charter School	HI	Native Hawaiian Hospitality Association	HI
ST JOHN THE BAPTIST	HI	Islands Hospice Inc	HI
Waimanalo Elementary and Intermediate School	HI	St. Theresa School	HI
Kailua High School	HI	Hawaii Peace and Justice	HI
PACIFIC BUDDHIST ACADEMY	HI	Kauai Youth Basketball Association	HI
HAWAII TECHNOLOGY ACADEMY	HI	NA HALE O MAUI	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	LEEWARD HABITAT FOR HUMANITY	HI
MARYKNOLL SCHOOL ISLAND SCHOOL	HI	WAIANAЕ COMMUNITY OUTREACH	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	NA LEI ALOHA FOUNDATION	HI
KE KULA O S. M. KAMAKAU KAMEHAMEHA SCHOOLS	HI	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI
HANAHAU`OLI SCHOOL	HI	BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
KIHEI CHARTER SCHOOL	HI	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI
EMMANUAL LUTHERAN SCHOOL	HI	LANAKILA REHABILITATION CENTER INC.	HI
School Lunch Program	HI	POLYNESIAN CULTURAL CENTER	HI
Ewa Makai Middle School	HI	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI
Variety School of Hawaii	HI	BISHOP MUSEUM	HI
Our Savior Lutheran School	HI	ALOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI
Maui Police Department	HI	ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI
BOARD OF WATER SUPPLY MAUI COUNTY COUNCIL	HI	MAUI ECONOMIC DEVELOPMENT BOARD	HI
Kauai County Council	HI	NETWORK ENTERPRISES, INC.	HI
Honolulu Fire Department	HI	HONOLULU HABITAT FOR HUMANITY	HI
COUNTY OF MAUI	HI	ALOHACARE	HI
DEPARTMENT OF EDUCATION	HI	ORI ANUENUE HALE, INC.	HI
Lanai Community Health Center	HI	IUPAT, DISTRICT COUNCIL 50	HI
Maui High Band Booster Club	HI	GOODWILL INDUSTRIES OF HAWAII, INC.	HI
Big Brothers Big Sisters	HI	HAROLD K.L. CASTLE FOUNDATION	HI
Tri-Isle Resource Conservation and Development District	HI	MAUI ECONOMIC OPPORTUNITY, INC.	HI
Manoa Heritage Center	HI	EAH, INC.	HI
Olanur	HI	PARTNERS IN DEVELOPMENT FOUNDATION	HI
Kumulani Chapel	HI	HABITAT FOR HUMANITY MAUI	HI
Chamber of Commerce Hawaii	HI	W. M. KECK OBSERVATORY	HI
Naalehu Assembly of God	HI		
outrigger canoe club	HI		
One Kalakaua	HI		

## APPENDIX E

HAWAII EMPLOYERS COUNCIL	HI	Puu Heleakala Community Association	HI
HAWAII STATE FCU	HI	Saint Louis School	HI
MAUI COUNTY FCU	HI	Kailua Racquet Club, Ltd.	HI
PUNAHOU SCHOOL	HI	Homewise Inc.	HI
YMCA OF HONOLULU	HI	Hawaii Baptist Academy	HI
EASTER SEALS HAWAII	HI	Kroc Center Hawaii	HI
AMERICAN LUNG ASSOCIATION	HI	Kupu	HI
Pohaha I Ka Lani	HI	University of the Nations	HI
Hawaii Area Committee	HI	ARGOSY UNIVERSITY	HI
Tri-Isle RC&D	HI	HAWAII PACIFIC UNIVERSITY	HI
Lanai Federal Credit Union	HI	UNIVERSITY OF HAWAII AT MANOA	HI
Hawaii Bicycling League	HI	RESEARCH CORPORATION OF THE	
Aloha United Way	HI	UNIVERSITY OF HAWAII	HI
Kipuka o Ke Ola	HI	BRIGHAM YOUNG UNIVERSITY -	
READ TO ME INTERNATIONAL		HAWAII	HI
FOUNDATION	HI	Kauai Community College	HI
MAUI FAMILY YMCA	HI	University Clinical Research and	
WAILUKU FEDERAL CREDIT UNION	HI	Association	HI
ST. THERESA CHURCH	HI	Hawaii Medical College	HI
HALE MAHAOLU	HI	CHAMINADE UNIVERSITY OF	
West Maui Community Federal Credit		HONOLULU	HI
Union	HI	Ricoh	HI
Hawaii Island Humane Society	HI	ROMAN CATHOLIC CHURCH IN THE	
Western Pacific Fisheries Council	HI	STATE OF HAWAII	HI
Kama'aina Care Inc	HI	Hawaii Information Consortium	HI
International Archaeological Research		Leeward Community Church	HI
Institute, Inc.	HI	E Malama In Keiki O Lanai	HI
Community Empowerment Resources	HI	Keawala'i Congregational Church	HI
Tutu and Me Traveling Preschool	HI	Lanai Community Hospital	HI
First United Methodist Church	HI	Angels at Play Preschool &	
United Chinese Society	HI	Kindergarten	HI
Haggai Institue	HI	Queen Emma Gardens AOA	HI
St. Francis Healthcare System	HI	FAMILY SUPPORT SERVICES OF WEST	
AOAO Royal Capitol Plaza	HI	HAWAII	HI
Kumpang Lanai	HI	Honolulu Community College	HI
Child and Family Service	HI	COLLEGE OF THE MARSHALL ISLANDS	HI
MARINE SURF WAIKIKI, INC.	HI	DOT Airports Division Hilo	
Hawaii Health Connector	HI	International Airport	HI
Hawaii Carpenters Market Recovery		Judiciary - State of Hawaii	HI
Program Fund	HI	ADMIN. SERVICES OFFICE	HI
Maui Aids Foundation Inc	HI	SOH- JUDICIARY CONTRACTS AND	
Pukalani Baptist Church	HI	PURCH	HI

## APPENDIX E

STATE DEPARTMENT OF DEFENSE	HI	Hanamaulu	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI	Hanapepe Hauula	HI HI
HAWAII HEALTH SYSTEMS CORPORATION	HI	Hawaii National Park Hawaiian Ocean View	HI HI
HAWAII AGRICULTURE RESEARCH CENTER	HI	Hawi Hickam AFB	HI HI
STATE OF HAWAII Third Judicial Circuit - State of Hawaii	HI HI	Hilo Holualoa	HI HI
State of Hawaii Department of Transportation	HI	Honaunau Honokaa	HI HI
Office of the Governor	HI	Honolulu	HI
State of Hawaii-Department of Health- Disability & Communication Access	HI	Honolulu Hoolehua	HI HI
State of Hawaii Department of Human Services	HI	Kaaawa Kahuku	HI HI
CITY AND COUNTY OF HONOLULU Lanai Youth Center	HI HI	Kahului Kailua	HI HI
Silver Dolphin Bistro	HI	Kailua Kona	HI
Commander, Navy Region Hawaii	HI	Kalaheo	HI
US Navy	HI	Kalaupapa	HI
Defense Information System Agency	HI	Kamuela	HI
84th Engineer Battalion	HI	Kaneohe	HI
Department of Veterans Affairs	HI	Kapaa	HI
Hawaii County	HI	Kapaau	HI
Honolulu County	HI	Kapolei	HI
Kauai County	HI	Kaumakani	HI
Maui County	HI	Kaunakakai	HI
Kalawao County	HI	Kawela Bay	HI
Aiea	HI	Keaau	HI
Anahola	HI	Kealakekua	HI
Barbers Point N A S	HI	Kealia	HI
Camp H M Smith	HI	Keauhou	HI
Captain Cook	HI	Kekaha	HI
Eleele	HI	Kihei	HI
Ewa Beach	HI	Kilauea	HI
Fort Shafter	HI	Koloa	HI
Haiku	HI	Kualapuu	HI
Hakalau	HI	Kula	HI
Haleiwa	HI	Kunia	HI
Hana	HI	Kurtistown	HI
Hanalei	HI	Lahaina	HI

## APPENDIX E

Laie	HI	Chaminade University of Honolulu	HI
Lanai City	HI	Hawaii Business College	HI
Laupahoehoe	HI	Hawaii Pacific University	HI
Lawai	HI	Hawaii Technology Institute	HI
Lihue	HI	Heald College - Honolulu	HI
M C B H Kaneohe Bay	HI	Remington College - Honolulu Campus	HI
Makawao	HI	University of Phoenix - Hawaii Campus	HI
Makaweli	HI	Hawaii Community College	HI
Maunaloa	HI	Honolulu Community College	HI
Mililani	HI	Kapiolani Community College	HI
Mountain View	HI	Kauai Community College	HI
Naalehu	HI	Leeward Community College	HI
Ninole	HI	Maui Community College	HI
Ocean View	HI	University of Hawaii at Hilo	HI
Ookala	HI	University of Hawaii at Manoa	HI
Paauhau	HI	Windward Community College	HI
Paauilo	HI	Canby School District No 86	OR
Pahala	HI	Central School District 13J (Polk	
Pahoa	HI	County, Oregon)	OR
Paia	HI	Milton-Freewater Unified School	
Papaaloa	HI	District No 7	OR
Papaikou	HI	Scappoose Adventist School	OR
Pearl City	HI	Ontario School District 8C	OR
Pearl Harbor	HI	Trillium Charter School	OR
Pepeekeo	HI	Echo School District	OR
Princeville	HI	Warrenton Hammond School	OR
Pukalani	HI	Phoenix-Talent Schools	OR
Puunene	HI	Immanuel Lutheran School	OR
Schofield Barracks	HI	The Emerson School	OR
Tripler Army Medical Center	HI	Columbia Academy	OR
Volvano	HI	VALLEY CATHOLIC SCHL	OR
Wahiawa	HI	CROOK COUNTY SCHOOL DISTRICT	OR
Waialua	HI	CORBETT SCHL DIST #39	OR
Waianae	HI	Trinity Lutheran Church and School	OR
Waikoloa	HI	Bethel School District #52	OR
Wailuku	HI	OREGON CITY PUBLIC SCHL	OR
Waimanalo	HI	Ppmc Education Committee	OR
Waimea	HI	Stayton Christian School	OR
Waipahu	HI	South Columbia Family School	OR
Wake Island	HI	Sunrise Preschool	OR
Wheeler Army Airfield	HI	St. Therese Parish/School	OR
Brigham Young University - Hawaii	HI	PINE-EAGLE SCHOOL DISTRICT 061	OR

## APPENDIX E

Portland YouthBuilders	OR	WILLAMETTE EDUCATION SERVICE	
Wallowa County ESD	OR	DISTRICT	OR
Fern Ridge School District 28J	OR	BAKER COUNTY SCHOOL DIST. 16J -	
Knova Learning	OR	MALHEUR ESD	OR
Jackson County School District No. 5	OR	HARNEY EDUCATION SERVICE DISTRICT	OR
New Horizon Christian School	OR	GREATER ALBANY PUBLIC SCHOOL	
MOLALLA RIVER ACADEMY	OR	DISTRICT	OR
HIGH DESERT EDUCATION SERVICE DISTRICT	OR	LAKE OSWEGO SCHOOL DISTRICT 7J	OR
St. Luke Catholic School	OR	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
SOUTHWEST CHARTER SCHOOL	OR	SILVER FALLS SCHOOL DISTRICT	OR
WHITEAKER MONTESSORI SCHOOL	OR	St Helens School District	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR	DAYTON SCHOOL DISTRICT NO.8	OR
NEAH-KAH-NIE DISTRICT NO.56	OR	Amity School District 4-J	OR
INTER MOUNTAIN ESD	OR	SCAPPOOSE SCHOOL DISTRICT 1J	OR
STANFIELD SCHOOL DISTRICT	OR	REEDSPORT SCHOOL DISTRICT	OR
LA GRANDE SCHOOL DISTRICT	OR	FOREST GROVE SCHOOL DISTRICT	OR
CASCADE SCHOOL DISTRICT	OR	DAVID DOUGLAS SCHOOL DISTRICT	OR
DUFUR SCHOOL DISTRICT NO.29	OR	LOWELL SCHOOL DISTRICT NO.71	OR
hillsboro school district	OR	TIGARD-TUALATIN SCHOOL DISTRICT	OR
GASTON SCHOOL DISTRICT 511J	OR	SHERWOOD SCHOOL DISTRICT 88J	OR
BEAVERTON SCHOOL DISTRICT	OR	RAINIER SCHOOL DISTRICT	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR	NORTH CLACKAMAS SCHOOL DISTRICT	OR
WILLAMINA SCHOOL DISTRICT	OR	MONROE SCHOOL DISTRICT NO.1J	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR	CHILDPEACE MONTESSORI	OR
Sheridan School District 48J	OR	HEAD START OF LANE COUNTY	OR
THE CATLIN GABEL SCHOOL	OR	HARNEY COUNTY SCHOOL DIST. NO.3	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
CANYONVILLE CHRISTIAN ACADEMY	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
OUR LADY OF THE LAKE SCHOOL	OR	MT.SCOTT LEARNING CENTERS	OR
NYSSA SCHOOL DISTRICT NO. 26	OR	SEVEN PEAKS SCHOOL	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR	DE LA SALLE N CATHOLIC HS	OR
LIVINGSTONE ADVENTIST ACADEMY	OR	MULTISENSORY LEARNING ACADEMY	OR
Santiam Canyon SD 129J	OR	MITCH CHARTER SCHOOL	OR
WEST HILLS COMMUNITY CHURCH	OR	REALMS CHARTER SCHOOL	OR
BANKS SCHOOL DISTRICT	OR	BAKER SCHOOL DISTRICT 5-J	OR
		PHILOMATH SCHOOL DISTRICT	OR
		CLACKAMAS EDUCATION SERVICE DISTRICT	OR



## APPENDIX E

CANBY SCHOOL DISTRICT	OR	CENTRAL POINT SCHOOL DISTRICT NO.	
OREGON TRAIL SCHOOL DISTRICT		6	OR
NO.46	OR	JACKSON CO SCHOOL DIST NO.9	OR
WEST LINN WILSONVILLE SCHOOL		ROGUE RIVER SCHOOL DISTRICT NO.35	OR
DISTRICT	OR	MEDFORD SCHOOL DISTRICT 549C	OR
MOLALLA RIVER SCHOOL DISTRICT		CULVER SCHOOL DISTRICT NO.	OR
NO.35	OR	JEFFERSON COUNTY SCHOOL DISTRICT	
ESTACADA SCHOOL DISTRICT NO.108	OR	509-J	OR
GLADSTONE SCHOOL DISTRICT	OR	GRANTS PASS SCHOOL DISTRICT 7	OR
ASTORIA SCHOOL DISTRICT 1C	OR	LOST RIVER JR/SR HIGH SCHOOL	OR
SEASIDE SCHOOL DISTRICT 10	OR	KLAMATH FALLS CITY SCHOOLS	OR
NORTHWEST REGIONAL EDUCATION		LANE COUNTY SCHOOL DISTRICT 4J	OR
SERVICE DISTRICT	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
VERNONIA SCHOOL DISTRICT 47J	OR	CRESWELL SCHOOL DISTRICT	OR
SOUTH COAST EDUCATION SERVICE		SOUTH LANE SCHOOL DISTRICT 45J3	OR
DISTRICT	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
COOS BAY SCHOOL DISTRICT NO.9	OR	SIUSLAW SCHOOL DISTRICT	OR
COOS BAY SCHOOL DISTRICT	OR	SWEET HOME SCHOOL DISTRICT NO.55	OR
NORTH BEND SCHOOL DISTRICT 13	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
COQUILLE SCHOOL DISTRICT 8	OR	ONTARIO MIDDLE SCHOOL	OR
MYRTLE POINT SCHOOL DISTRICT		GERVAIS SCHOOL DIST. #1	OR
NO.41	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
BANDON SCHOOL DISTRICT	OR	JEFFERSON SCHOOL DISTRICT	OR
BROOKING HARBOR SCHOOL DISTRICT		SALEM-KEIZER PUBLIC SCHOOLS	OR
NO.17-C	OR	MT. ANGEL SCHOOL DISTRICT NO.91	OR
REDMOND SCHOOL DISTRICT	OR	MARION COUNTY SCHOOL DISTRICT	
DESCHUTES COUNTY SD NO.6 - SISTERS		103 - WASHINGTON ES	OR
SD	OR	MORROW COUNTY SCHOOL DISTRICT	OR
DOUGLAS EDUCATION SERVICE		MULTNOMAH EDUCATION SERVICE	
DISTRICT	OR	DISTRICT	OR
ROSEBURG PUBLIC SCHOOLS	OR	GRESHAM-BARLOW SCHOOL DISTRICT	OR
GLIDE SCHOOL DISTRICT NO.12	OR	DALLAS SCHOOL DISTRICT NO. 2	OR
SOUTH UMPQUA SCHOOL DISTRICT		CENTRAL SCHOOL DISTRICT 13J	OR
#19	OR	St. Mary Catholic School	OR
YONCALLA SCHOOL DISTRICT NO.32	OR	CROSSROADS CHRISTIAN SCHOOL	OR
ELKTON SCHOOL DISTRICT NO.34	OR	ST. ANTHONY SCHOOL	OR
DOUGLAS COUNTY SCHOOL DISTRICT		Pedee School	OR
116	OR	HERITAGE CHRISTIAN SCHOOL	OR
HOOD RIVER COUNTY SCHOOL		BEND-LA PINE SCHOOL DISTRICT	OR
DISTRICT	OR	GLENDALE SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT		LINCOLN COUNTY SCHOOL DISTRICT	OR
NO.4	OR	PORTLAND PUBLIC SCHOOLS	OR

## APPENDIX E

REYNOLDS SCHOOL DISTRICT	OR	Prospect School District	OR
CENTENNIAL SCHOOL DISTRICT	OR	Ashbrook Independent School	OR
NOBEL LEARNING COMMUNITIES	OR	Molalla River School District	OR
St. Stephen's Academy	OR	Corvallis School District 509J	OR
McMinnville Adventist Christian School	OR	Falls City School District #57	OR
Salem-Keizer 24J	OR	Portland Christian Schools	OR
McKay High School	OR	LUCKIAMUTE VALLEY CHARTER	
Pine Eagle Charter School	OR	SCHOOLS	OR
Bend-La Pine Schools	OR	Insight School of Oregon Painted Hills	OR
Waldo Middle School	OR	Deer Creek Elementary School	OR
OAKLAND SCHOOL DISTRICT 001	OR	Yamhill Carlton School District	OR
hermiston school district	OR	COLTON SCHL DIST 53	OR
Clear Creek Middle School	OR	ASHLAND PUBLIC SCHLS	OR
Marist High School	OR	HARRISBURG SCHL DIST	OR
Victory Academy	OR	CENTRAL CURRY SCHL DIST#1	OR
Vale School District No. 84	OR	BNAI BRITH CAMP	OR
St. Mary School	OR	OREGON FOOD BANK	OR
Junction City High School	OR	HOSANNA CHRISTIAN SCHL	OR
Three Rivers School District	OR	ABIQUA SCHL	OR
Fern Ridge School District	OR	Auxiliary services	OR
JESUIT HIGH SCHL EXEC OFC	OR	Salem keizar school district	OR
LASALLE HIGH SCHOOL	OR	Scio High School	OR
Southwest Christian School	OR	Athena Weston School District 29RJ	OR
Willamette Christian School	OR	Butte Falls School District	OR
Westside Christian High School	OR	Bend International School	OR
CS LEWIS ACADEMY	OR	Imbler School District #11	OR
Portland America School	OR	monument school	OR
Forest Hills Lutheran School	OR	PENDLETON SCHOOL DISTRICT #16R	OR
Mosier Community School	OR	Ohara Catholic School	OR
Koreducators Lep High	OR	MARCOLA SCHOOL DISTRICT 079J	OR
Warrenton Hammond School District	OR	LINN-BENTON-LINCOLN ESD	OR
Sutherlin School District	OR	Reynolds High School	OR
Malheur Elementary School District	OR	St. Paul School District	OR
Ontario School District	OR	Sabin-Schellenberg Technical Center	OR
Parkrose School District 3	OR	St Paul Parish School	OR
Riverdale School District 51J	OR	Joseph School District	OR
Tillamook School District	OR	EagleRidge High School	OR
Madeleine School	OR	Grant Community School	OR
Union School District	OR	Oak Hill School	OR
Helix School District	OR	Hope chinese charter	OR
Riddle School District	OR	Northwest Academy	OR
Helix School Dist #1 R	OR	Sunny Wolf Charter School	OR

## APPENDIX E

MCKENZIE SCHOOL DISTRICT 068	OR	klamath county	OR
L'Etoile French Immersion School	OR	LANE COUNTY	OR
LA GRANDE SCHOOL DISTRICT 001	OR	LINN COUNTY	OR
FOSSIL SCHOOL DISTRICT 21J	OR	MARION COUNTY , SALEM, OREGON	OR
Marist Catholic High School	OR	MULTNOMAH COUNTY	OR
Springfield Public Schools	OR	SHERMAN COUNTY	OR
Elgin school dist.	OR	WASCO COUNTY	OR
French American International School	OR	YAMHILL COUNTY	OR
PLEASANT HILL SCH DIST #1	OR	WALLOWA COUNTY	OR
Ukiah School District 80R	OR	ASSOCIATION OF OREGON COUNTIES	OR
Lake Oswego Montessori School	OR	NAMI LANE COUNTY	OR
North Powder Charter School	OR	BENTON COUNTY	OR
Siletz Valley School	OR	DOUGLAS COUNTY	OR
WINSTON-DILLARD SCHOOL DISTRICT 116	OR	JEFFERSON COUNTY	OR
ALLIANCE CHARTER ACADEMY	OR	LAKE COUNTY	OR
French American School	OR	LINCOLN COUNTY	OR
Mastery Learning Institute	OR	POLK COUNTY	OR
North Lake School District 14	OR	UNION COUNTY	OR
Early College High School	OR	WASHINGTON COUNTY	OR
Klamath County Fire District No. 1	OR	MORROW COUNTY	OR
Washington County Consolidated Communications Agency	OR	Mckenzie Personnel Services	OR
GILLIAM COUNTY OREGON	OR	Washington County Facilities & Park Services	OR
UMATILLA COUNTY, OREGON	OR	Multnomah County Department of Community Justice	OR
LANE ELECTRIC COOPERATIVE	OR	NORCOR Juvenile Detention	OR
DOUGLAS ELECTRIC COOPERATIVE, INC.	OR	Tillamook County Estuary Job Council	OR
MULTNOMAH LAW LIBRARY	OR	BAKER CNTY GOVT	OR
clackamas county	OR	TILLAMOOK CNTY	OR
CLATSOP COUNTY	OR	CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR
COLUMBIA COUNTY, OREGON	OR	Multnomah County Dept of County Assets	OR
coos county	OR	Wheeler County	OR
CROOK COUNTY ROAD DEPARTMENT	OR	Clackamas County Service District # 1/Tri-City Service District	OR
CURRY COUNTY OREGON	OR	Resource Connections of Oregon	OR
DESCHUTES COUNTY	OR	Lane County Sheriff's Office	OR
GILLIAM COUNTY	OR	Clatsop County Sheriff's Office	OR
GRANT COUNTY, OREGON	OR	Harney County Community Corrections	OR
HARNEY COUNTY SHERIFFS OFFICE	OR	Grant County Economic Development	OR
HOOD RIVER COUNTY	OR		
jackson county	OR		
josephine county	OR		

## APPENDIX E

Baker County	OR	Grace Christian Fellowship	OR
Josephine County Public Works	OR	Reliance eHealth Collaborative	OR
Clackamas County Juvenile Dept	OR	Wild Rogue Youth Foundation, Inc.	OR
Columbia Basin Care Facility	OR	Grants Pass Seventh-day Adventist Church	OR
Clackamas County Disaster Management	OR	Corvallis Waldorf School	OR
City of Seaside Police Department	OR	Farmworkers Housing Development Corporation	OR
Best Care Treatment Center	OR	World Forestry Center	OR
Boys & Girls Clubs of Emerald Valley	OR	Adapt	OR
Church of Christ	OR	Kid Time	OR
GWPMS	OR	Oregon Farm Bureau	OR
Operation Christmas	OR	Mt Emily Safe Center	OR
Dove Medical	OR	Salem First Presbyterian Church	OR
Literary Expectations dba Moore Academy	OR	Rolling Hills Baptist Church	OR
Love Thy Neighbor services	OR	Baker Elks	OR
Tamarack Aquatic Center	OR	Gates Community Church of Christ	OR
Seven Feathers Casino	OR	PIP Corps LLC	OR
Direction Service, Inc.	OR	Turtle Ridge Wildlife Center	OR
Oliver P Lent PTA	OR	Grande Ronde Model Watershed Foundation	OR
Kairos	OR	Western Environmental Law Center	OR
Willamette Valley Rehab Center	OR	Oregon District 7 Little League	OR
St Paul Baptist Church	OR	Mercy Flights, Inc.	OR
Long Tom Watershed Council	OR	Metropolitan Contractor Improvement Partnership	OR
San Martin Deporres Catholic Church	OR	The Christian Church of Hillsboro Oregonb	OR
Portland Parks Foundation	OR	Congregation Neveh Shalom	OR
Sweet Home United Methodist Church	OR	My Fathers House	OR
Math Learning Center, The	OR	Step Forward Activities Inc	OR
Maranatha Church	OR	HHoly Trinity Greek Orthodox Cathedral	OR
Cedar Hills Baptist Church	OR	MECOP Inc.	OR
Good Samaritan Ministries	OR	Workforce Northwest Inc	OR
New Hope Christain College	OR	Lane Arts Council	OR
Unitarian Universalist Church in Eugene	OR	Building Healthy Family	OR
Emmanuel Bible Church	OR	Integral Youth Services	OR
Portland Community Media	OR	Children Center At Trinity	OR
La Pine Chamber of Commerce	OR	OUR SAVIOR'S LUTHERAN CHURCH	OR
Stone Creek Christian Church	OR	Beaverton Christians Church	OR
Rogue Valley Youth Football	OR	Oregon Humanities	OR
Bend Elks Lodge 1371	OR		
Friendly House, Inc.	OR		
Klamath Siskiyou Wildlands Center	OR		

## APPENDIX E

St. Pius X School	OR	Independent Development Enterprise Alliance	OR
Community Connection of Northeast Oregon, Inc.	OR	MID-WILLAMETTE VALLEY	
St Mark Presbyterian Church	OR	COMMUNITY ACTION AGENCY, INC	OR
Living Opportunities, Inc.	OR	HALFWAY HOUSE SERVICES, INC.	OR
Coos Art Museum	OR	REDMOND PROFICIENCY ACADEMY	OR
OETC	OR	OHSU FOUNDATION	OR
Blanchet House of Hospitality	OR	SHELTERCARE	OR
Garten Services Inc	OR	PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
Incite Incorporated	OR	PACIFIC INSTITUTES FOR RESEARCH	OR
Merchants Exchange of Portland, Oregon	OR	Mental Health for Children, Inc.	OR
Coalition for a Livable Future	OR	The Dreaming Zebra Foundation	OR
West Salem United Methodist	OR	LAUREL HILL CENTER	OR
Rogue River Watershed Council	OR	THE OREGON COMMUNITY FOUNDATION	OR
Central Oregon Visitors Association	OR	OCHIN	OR
Soroptimist International of Gold Beach, OR	OR	WE CARE OREGON	OR
Real Life Christian Church	OR	SE WORKS	OR
Milwaukie-Portland Lodge No.142		ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR
Benevolent and Protective Order of Elk	OR	OMNIMEDIX INSTITUTE	OR
Mainstage Theatre Company	OR	PORTLAND BUSINESS ALLIANCE	OR
Dayton Christian Church	OR	GATEWAY TO COLLEGE NATIONAL NETWORK	OR
Delphian School	OR	FOUNDATIONS FOR A BETTER OREGON	OR
AVON	OR	GOAL ONE COALITION	OR
EPUD-Emerald People's Utility District	OR	ATHENA LIBRARY FRIENDS ASSOCIATION	OR
Human Solutions, Inc.	OR	Coastal Family Health Center	OR
The Wallace Medical Concern	OR	CENTER FOR COMMUNITY CHANGE	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR	STAND FOR CHILDREN	OR
The Ross Ragland Theater and Cultural Center	OR	ST. VINCENT DEPAUL OF LANE COUNTY	OR
Girl Scouts of Oregon and SW Washington, Inc.	OR	EAST SIDE FOURSQUARE CHURCH	OR
Cedar Sinai Park-Robison Jewish Healthcare	OR	CORVALLIS MOUNTAIN RESCUE UNIT	OR
Cascade Health Solutions	OR	InventSuccess	OR
Umpqua Community Health Center	OR	SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
ALZHEIMERS NETWORK OF OREGON	OR	The Blosser Center for Dyslexia Resources	OR
NATIONAL WILD TURKEY FEDERATION	OR	MOSAIC CHURCH	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR		
LIFEWORKS NW	OR		

## APPENDIX E

HOUSING AUTHORITY OF LINCOLN COUNTY	OR	ST VINCENT DE PAUL OUTSIDE IN	OR
RENEWABLE NORTHWEST PROJECT	OR	UNITED CEREBRAL PALSY OF OR AND SW WA	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR	WILLAMETTE VIEW INC.	OR
CONSERVATION BIOLOGY INSTITUTE	OR	PORTLAND HABILITATION CENTER, INC.	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR	ROSE VILLA, INC.	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR	ROGUE FEDERAL CREDIT UNION	OR
OREGON EDUCATION ASSOCIATION	OR	Oregon Research Institute	OR
HEARING AND SPEECH INSTITUTE INC	OR	WILLAMETTE LUTHERAN HOMES, INC	OR
SALEM ELECTRIC	OR	LANE MEMORIAL BLOOD BANK	OR
MORRISON CHILD AND FAMILY SERVICES	OR	PORTLAND JEWISH ACADEMY	OR
JUNIOR ACHIEVEMENT	OR	LANECO FEDERAL CREDIT UNION	OR
CENTRAL BIBLE CHURCH	OR	GRANT PARK CHURCH	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR	ST. MARYS OF MEDFORD, INC.	OR
TRILLIUM FAMILY SERVICES, INC.	OR	US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
YWCA SALEM	OR	FAITHFUL SAVIOR MINISTRIES	OR
PORTLAND ART MUSEUM	OR	OREGON CITY CHURCH OF THE NAZARENE	OR
SAINT JAMES CATHOLIC CHURCH	OR	OREGON COAST COMMUNITY ACTION EDUCATION NORTHWEST	OR
SOUTHERN OREGON HUMANE SOCIETY	OR	COMMUNITY ACTION TEAM, INC.	OR
VOLUNTEERS OF AMERICA OREGON	OR	EUGENE SYMPHONY ASSOCIATION, INC.	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR	STAR OF HOPE ACTIVITY CENTER INC.	OR
METROPOLITAN FAMILY SERVICE	OR	SPARC ENTERPRISES	OR
OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR
FIRST UNITARIAN CHURCH	OR	SALEM ALLIANCE CHURCH	OR
ST. ANTHONY CHURCH	OR	Lane Council of Governments	OR
Good Shepherd Medical Center	OR	FORD FAMILY FOUNDATION	OR
Salem Academy	OR	TRAILS CLUB	OR
GEN CONF OF SDA CHURCH WESTERN	OR	NEWBERG FRIENDS CHURCH	OR
OR	OR		
PORTLAND ADVENTIST ACADEMY	OR		

## APPENDIX E

WOODBURN AREA CHAMBER OF COMMERCE	OR	SPONSORS, INC.	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR	COLUMBIA COMMUNITY MENTAL HEALTH	OR
CITY BIBLE CHURCH	OR	ADDICTIONS RECOVERY CENTER, INC	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR	METRO HOME SAFETY REPAIR PROGRAM	OR
PORTLAND WOMENS CRISIS LINE	OR	OREGON SUPPORTED LIVING PROGRAM	OR
THE SALVATION ARMY - CASCADE DIVISION	OR	SOUTH COAST HOSPICE, INC.	OR
WILLAMETTE FAMILY	OR	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
WHITE BIRD CLINIC	OR	The International School	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR	REBUILDING TOGETHER - PORTLAND INC.	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR	PENDLETON ACADEMIES	OR
HOUSING NORTHWEST	OR	PACIFIC FISHERY MANAGEMENT COUNCIL	OR
OREGON ENVIRONMENTAL COUNCIL	OR	DOGS FOR THE DEAF, INC.	OR
MEALS ON WHEELS PEOPLE, INC. FAITH CENTER	OR	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR
OREGON CHILD DEVELOPMENT COALITION	OR	EMMAUS CHRISTIAN SCHOOL	OR
Bob Belloni Ranch, Inc.	OR	DELIGHT VALLEY CHURCH OF CHRIST	OR
GOOD SHEPHERD COMMUNITIES	OR	SAINT CATHERINE OF SIENA CHURCH	OR
SACRED HEART CATHOLIC DAUGHTERS	OR	PORT CITY DEVELOPMENT CENTER	OR
HELP NOW! ADVOCACY CENTER	OR	VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR
TENAS ILLAHEE CHILDCARE CENTER	OR	CENTRAL CITY CONCERN	OR
SUNRISE ENTERPRISES	OR	CANBY FOURSQUARE CHURCH	OR
LOOKING GLASS YOUTH AND FAMILY SERVICES	OR	EMERALD PUD	OR
SERENITY LANE	OR	VERMONT HILLS FAMILY LIFE CENTER	OR
EAST HILL CHURCH	OR	BENTON HOSPICE SERVICE	OR
LA GRANDE UNITED METHODIST CHURCH	OR	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
COAST REHABILITATION SERVICES	OR	COMMUNITY CANCER CENTER	OR
Edwards Center Inc	OR	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR	CASCADIA BEHAVIORAL HEALTHCARE	OR
NEW HOPE COMMUNITY CHURCH	OR	WILD SALMON CENTER	OR
KLAMATH HOUSING AUTHORITY	OR	BROAD BASE PROGRAMS INC.	OR
QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.	OR	SUNNYSIDE FOURSQUARE CHURCH TRAINING EMPLOYMENT CONSORTIUM	OR

## APPENDIX E

RELEVANT LIFE CHURCH	OR	SMART	OR
211INFO	OR	All God's Children International	OR
SONRISE CHURCH	OR	FARMWORKER HOUSING DEV CORP	OR
LIVING WAY FELLOWSHIP	OR	UMPQUA COMMUNITY DEVELOPMENT	
Women's Safety & Resource Center	OR	CORPORATION	OR
SEXUAL ASSAULT RESOURCE CENTER	OR	REGIONAL ARTS AND CULTURE	
IRCO	OR	COUNCIL	OR
NORTHWEST YOUTH CORPS	OR	THE EARLY EDUCATION PROGRAM,	
TILLAMOOK CNTY WOMENS CRISIS		INC.	OR
CENTER	OR	MACDONALD CENTER	OR
SECURITY FIRST CHILD DEVELOPMENT		EVERGREEN AVIATION MUSEUM AND	
CENTER	OR	CAP. MICHAEL KING.	OR
CLASSROOM LAW PROJECT	OR	SELF ENHANCEMENT INC.	OR
YOUTH GUIDANCE ASSOC.	OR	FRIENDS OF THE CHILDREN	OR
PREGNANCY RESOUCE CENTERS OF		SOUTH LANE FAMILY NURSERY DBA	
GRETER PORTLAND	OR	FAMILY RELIEF NURSE	OR
ELMIRA CHURCH OF CHRIST	OR	COMMUNITY VETERINARY CENTER	OR
JASPER MOUNTAIN	OR	PORTLAND SCHOOLS FOUNDATION	OR
ACUMENTRA HEALTH	OR	SUSTAINABLE NORTHWEST	OR
WORKSYSTEMS INC	OR	OREGON DEATH WITH DIGNITY	OR
COVENANT CHRISTIAN HOOD RIVER	OR	BIRCH COMMUNITY SERVICES, INC.	OR
OREGON DONOR PROGRAM	OR	BAY AREA FIRST STEP, INC.	OR
NAMI OREGON	OR	OSLC COMMUNITY PROGRAMS	OR
OLIVET BAPTIST CHURCH	OR	EN AVANT, INC.	OR
SILVERTON AREA COMMUNITY AID	OR	ASHLAND COMMUNITY HOSPITAL	OR
CONFEDERATED TRIBES OF GRAND		NORTHWEST ENERGY EFFICIENCY	
RONDE	OR	ALLIANCE	OR
NEIGHBORIMPACT	OR	BONNEVILLE ENVIRONMENTAL	
CATHOLIC COMMUNITY SERVICES	OR	FOUNDATION	OR
NEW AVENUES FOR YOUTH INC	OR	SUMMIT VIEW COVENANT CHURCH	OR
LA CLINICA DEL CARINO FAMILY		SALMON-SAFE INC.	OR
HEALTH CARE CENTER	OR	BETHEL CHURCH OF GOD	OR
DECISION SCIENCE RESEARCH		PROVIDENCE HOOD RIVER MEMORIAL	
INSTITUTE, INC.	OR	HOSPITAL	OR
WESTERN STATES CENTER	OR	SAINT ANDREW NATIVITY SCHOOL	OR
HIV ALLIANCE, INC	OR	BARLOW YOUTH FOOTBALL	OR
PARTNERSHIPS IN COMMUNITY		SPOTLIGHT THEATRE OF PLEASANT	
LIVING, INC.	OR	HILL	OR
FANCONI ANEMIA RESEARCH FUND		FAMILIES FIRST OF GRANT COUNTY,	
INC.	OR	INC.	OR
BLIND ENTERPRISES OF OREGON	OR	TOUCHSTONE PARENT ORGANIZATION	OR
OREGON BALLET THEATRE	OR	CANCER CARE RESOURCES	OR



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CASCADIA REGION GREEN BUILDING COUNCIL		PDX Wildlife	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR	Friends of the Opera House	OR
SCIENCEWORKS	OR	Jackson-Josephine 4-C Council	OR
WORD OF LIFE COMMUNITY CHURCH	OR	North Coast Family Fellowship	OR
SOCIAL VENTURE PARTNERS	OR	P E C I	OR
PORTLAND	OR	Childswork Learning Center	OR
OREGON PROGRESS FORUM	OR	Portland Schools Alliance	OR
CENTER FOR RESEARCH TO PRACTICE	OR	New Artists Performing Arts Productions, Inc.	OR
WESTERN RIVERS CONSERVANCY	OR	Relief Nursery	OR
UNITED WAY OF THE COLUMBIA		St. Mary's Episcopal Church	OR
WILLAMETTE	OR	Viking Sal Senior Center	OR
EUGENE BALLET COMPANY	OR	Boys and Girls Club of the rogue valley	OR
EAST WEST MINISTRIES		Lincoln City Chamber of Commerce	OR
INTERNATIONAL	OR	DrupalCon Inc., DBA Drupal Association	OR
SISKIYOU INITIATIVE	OR	Albany Partnership for Housing and Community Development	OR
EDUCATIONAL POLICY IMPROVEMENT CENTER	OR	SEED OF FAITH MINISTRIES	OR
North Pacific District of Foursquare Churches	OR	Hermiston Christian Center & School	OR
CATHOLIC CHARITIES	OR	SALEM FREE CLINICS	OR
FIRST CHURCH OF THE NAZARENE	OR	Dress for Success Oregon	OR
WESTSIDE BAPTIST CHURCH	OR	Beaverton Rock Creek Foursquare Church	OR
Housing Development Center	OR	St Paul Catholic Church	OR
Hoodview Christian Church	OR	St Mary's Catholic School and Parish	OR
Child Evangelism Fellowship	OR	Polk Soil and Water Conservation District	OR
Little Promises Children's Program	OR	Street Ministry	OR
UNION GOSPEL MISSION	OR	La Grande Church of the Nazarene	OR
GRACE BAPTIST CHURCH	OR	Spruce Villa, Inc.	OR
COMMUNITY ACTION ORGANIZATION	OR	OREGON SCHOOL BOARDS ASSOCIATION	OR
OUTSIDE IN	OR	House of Prayer for All Nations	OR
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR	Sacred Heart Catholic Church	OR
ELAW	OR	African American Health Coaliton, Inc.	OR
COMMUNITY HEALTH CENTER, INC	OR	Happy Canyon Company	OR
Greater Portland INC	OR	Village Home Education Resource Center	OR
Eugene Builders Exchange	OR	Monet's Children's Circle	OR
Boys & Girls Club of Corvallis	OR	Cascade Housing Association	OR
Southeast Uplift Neighborhood Coalition	OR	Dayspring Fellowship	OR
First United Presbyterian Church	OR		

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Northwest Habitat Institute	OR	YMCA OF ASHLAND	OR
Winding Waters Medical Clinic	OR	YMCA OF COLUMBIA-WILLAMETTE	
Sacred Heart-St Louis Parish	OR	ASSOCIATION SERVICES	OR
First Baptist Church	OR	Multnomah Law Library	OR
The Nature Conservancy, Willamette Valley Field Office	OR	Friends Of Tryon Creek State P	OR
Serenity Lane Health Services	OR	Ontrack Inc.	OR
Portland Community Reinvestment Initiatives, Inc.	OR	Calvin Presbyterian Church	OR
Christians As Family Advovates	OR	HOLT INTL CHILD	OR
GeerCrest Farm & Historical Society	OR	St John The Baptist Catholic	OR
College United Methodist Church	OR	Portland Foursquare Church	OR
The Collins Foundation	OR	Portland Christian Center	OR
Prince of Peace Lutheran Church & School	OR	Church Extension Plan	OR
NEDCO	OR	Occu Afghanistan Relief Effort	OR
Salem Evangelical Church	OR	EUGENE FAMILY YMCA	OR
Wild Lilac Child Development Community	OR	Christ The King Parish and School	OR
Daystar Education, Inc.	OR	Newberg Christian Church	OR
Oregon Social Learning Center	OR	First United Methodist Church	OR
Pain Society of Oregon	OR	Zion Lutheran Church	OR
environmental law alliance worldwide	OR	Southwest Bible Church	OR
Eugene Country Club	OR	Community Works Inc	OR
Community in Action	OR	Masonic Lodge Pearl 66	OR
Willamette Valley Baptist Church	OR	Molalla Nazarene Church	OR
Curry County Habitat for Humanity	OR	Transition Projects, Inc	OR
Northwood Christian Church	OR	St Michaels Episcopal Church	OR
Tuality Healthcare	OR	Saint Johns Catholich Church	OR
Safe Harbors	OR	Access Inc	OR
FIRST CHRISTIAN CHURCH	OR	Community Learning Center	OR
Pacific Classical Ballet	OR	Old Mill Center for Children and Families	OR
Depaul Industries	OR	Sunny Oaks Inc	OR
African American Health Coalition	OR	Hospice Center Bend La Pine	OR
Jesus Prayer Book	OR	Westside Foursquare Church	OR
Coalition Of Community Health	OR	Relief Nursery Inc	OR
River Network	OR	Morning Star Community Church	OR
CCI Enterprises Inc	OR	MULTNOMAH DEFENDERS INC	OR
Oregon Nurses Association	OR	Providence Health System	OR
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	OR	Holy Trinity Catholic Church	OR
Mount Angel Abbey	OR	Holy Redeemer Catholic Church	OR
		Alliance Bible Church	OR
		CARE OREGON	OR
		Mid Columbia Childrens Council	OR
		HUMANE SOCIETY OF REDMOND	OR

## APPENDIX E

Our Redeemer Lutheran Church	OR	The ALS Association Oregon and SW	
Kbps Public Radio	OR	Washington Chapter	OR
Skyball Salem Keizer Youth Bas	OR	Children's Relief Nursery	OR
Open Technology Center	OR	Home Builders	OR
Grace Chapel	OR	New Life Baptist Church	OR
CHILDREN'S MUSEUM 2ND	OR	Feral Cat Awareness Team	OR
Solid Rock	OR	Florence United Methodist Church	OR
West Chehalem Friends Church	OR	World of Speed	OR
Guide Dogs For The Blind	OR	SW Community Health Center	OR
Aldersgate Camps and Retreats	OR	Energy Trust of Oregon	OR
St. Katherine's Catholic Church	OR	St. Vincent de Paul Church	OR
The Alliance NW of the Christian & Missionary Alliance	OR	Fr. Bernard Youth Center	OR
Bags of Love	OR	Oregon Psychoanalytic Center	OR
Grand View Baptist Church	OR	Store to Door	OR
Green Electronics Council	OR	Oregon Translational Research and Development Insitute	OR
Scottish Rite	OR	Depaul Industries	OR
Western Wood Products Association	OR	OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR
Grace Baptist Church of St. Helens, Lil Learners Preschool	OR	SELCO Community Credit Union	OR
THE NEXT DOOR	OR	Prairie Baptist Church	OR
NATIONAL PSORIASIS FOUNDATION	OR	North Coast Christian Church	OR
NEW BEGINNINGS CHRISTIAN CENTER	OR	Union County Economic Development Corp.	OR
HIGHLAND UNITED CHURCH OF CHRIST	OR	Camelto Theatre Company	OR
OREGON REPERTORY SINGERS	OR	Camp Fire Columbia	OR
HIGHLAND HAVEN	OR	TAKE III OUTREACH	OR
FAIR SHARE RESEARCH AND EDUCATION FUND	OR	Rolling Hills Community Church	OR
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR	Eugene Swim and Tennis Club	OR
First Baptist Church of Enterprise	OR	Summa Institute	OR
The Canby Center	OR	Amani Center	OR
REDMOND FIRE & RESCUE	OR	Billy Webb Elks lodge #1050	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR	Silverton Senior Center	OR
McKenzie Personnel Systems	OR	First Evangelical Presbyterian Church of Oregon City	OR
OSLC COMMUNITY PROGRAMS OCP	OR	Joyful Servant Lutheran Church	OR
Oregon Nikkei Endowment	OR	Sandy Seventh-day Adventist Church	OR
Grace Community Church	OR	Muddy Creek Charter School	OR
Eastern Oregon Alcoholism Foundation	OR	A FAMILY FOR EVERY CHILD	OR
Grantmakers for Education	OR	PORT OF CASCADE LOCKS	OR
The Spiral Gallery	OR	1000 FRIENDS OF OREGON	OR
		OREGON PEDIATRIC SOCIETY	OR

## APPENDIX E

NONPROFIT ASSOCIATION OF OREGON	OR	Rural Development Initiatives	OR
LUKE DORF INC	OR	Jason Lee Manor/UMRC	OR
FAMILY CARE INC	OR	Jesus Pursuit Church	OR
MEDICAL TEAMS INTL	OR	YMCA of Marion and Polk Counties	OR
Clean Slate Canine Rescue & Rehabilitation	OR	Urban Gleaners	OR
St. Martins Episcopal church	OR	PacificSource Health	OR
Food for Lane County	OR	Faith Christian Fellowship	OR
Clatsop Behavioral Healthcare	OR	Brookings Elks Lodge	OR
West Coast Hunters Convention	OR	Tualatin Lacrosse Club	OR
columbia gorge discovery center and museum	OR	Tillamook Seventh Day Adventist Church	OR
NAMI of Washington County	OR	Oregon Jewish Community Foundation	OR
American Legion Aloha Post 104	OR	East River Fellowship	OR
The Dalles Art Association	OR	Holy Family Academy	OR
Temple Beth Israel	OR	FIRST BAPTIST CHURCH OF EUGENE	OR
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR	PORTLAND METRO RESIDENTIAL SERVICES	OR
Rose Haven	OR	Peace Lutheran Church	OR
Dallas Church	OR	Living Word Christian Center	OR
OREGON STATE UNIVERSITY		Housing Authority of Douglas County	OR
BOOKSTORE INC	OR	Vietnamese Christian Community Church	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR	Forest Park Conservancy	OR
FAIRFIELD BAPTIST CHURCH	OR	Friends for Animals	OR
Sexual Assault Support Services	OR	Family Building Blocks	OR
Neskowin Valley School	OR	Greenleaf Industries	OR
RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR	Ananda Center at Laurelwood	OR
St. Joseph Shelter	OR	Goodwill Industries of Lane and South Coast	OR
The Inn Home for Boys, Inc.9138	OR	RB Pamplin Corportaion	OR
MCKENZIEWATERSHED COUNCIL	OR	Agia Sophia Academy	OR
Opportunity Connections	OR	Friends of Driftwood Library	OR
MENNONITE HOME OF ALBANY INC	OR	Consumers Power Inc.	OR
Oregon Technical Assistance Corporation	OR	A. C. Gilbert's Discovery Village	OR
Oregon And Southern Idaho Laborers Employers Training School	OR	First Lutheran Church of Astoria	OR
New Life Fellowship Church of God	OR	Fund For Christian Charity	OR
Gladstone Senior Center	OR	Deer Meadow Assisted Living	OR
Education Travel & Culture, Inc.	OR	Oregon Laborers-Employer Administrative Fund, LLC	OR
		Umpqua Basin Water Association	OR
		Alpha Lambda House Corporation	OR

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St John Fisher Catholic Church Portland Oregon	OR	HOPE LUTHERAN CHURCH	OR
Eugene Creative Care	OR	Mount Pisgah Arboretum	OR
VFW POST 4248	OR	Redeemer Lutheran Church	OR
The Church of Christ of Latter Day Saints	OR	Disjecta Contemporary Art Center	OR
Cascade Height Public Charter School PTA	OR	Korean Central Covenant Church of Eugene	OR
G.O.B.H.I	OR	Yankton Baptist Church	OR
Association of Oregon Corrections Employees, Inc.	OR	BioGift Anatomical	OR
A Jesus Church Family 300 Main Inc	OR	Lower Columbia Estuary Partnership	OR
Southwestern Oregon Public Defender Services, Inc.	OR	Fur Footed Rescue, Inc.	OR
Albertina Kerr Centers	OR	Mt Hood Hospice	OR
Dufur Christian Church	OR	Opportunity Foundation of central Oregon	OR
St. Matthew Catholic School	OR	Constructing Hope	OR
Serendipity Center Inc	OR	Sprinkfield Elks #2145	OR
Yellowhawk Tribal Health	OR	Abuse Recovery Ministry & Services	OR
CASA of Marion County	OR	Oasis Shelter Home	OR
Oregonians for Food & Shelter	OR	ST HENRYS CHURCH	OR
Westside Church of Christ Inc	OR	Nehalem Bay House	OR
Northwest Family Services Network Charter School	OR	UNITED METHODIST CHURCH	OR
Ride Connecton	OR	p:ear	OR
Parenting Now!	OR	Health Share of Oregon	OR
Christian Church of Woodburn Verde	OR	St. Peter Catholic Church	OR
Native American Youth and Family Center Early College Academy	OR	Mid Willamette Valley Community Action	OR
USO Northwest	OR	A Hope For Autism Foundation	OR
Norkenzie Christian Church	OR	NW Sport Fishing	OR
Little Flower Development Center	OR	Breast Friends	OR
TLO Farms	OR	ScienceWorks Museum	OR
Evergreen Wings and Waves	OR	Willamette Neighborhood Housing Services	OR
Ascension Episcopal Parish	OR	South Salem High Music Boosters	OR
Center for Family Development	OR	SEPTL Southeast Portland Tool Library	OR
West Salem Foursquare Church	OR	Kids Unllimited Academy	OR
Good Samaritan Ministry	OR	Cappella Romana	OR
Grace Lutheran Church of Molalla	OR	National Christian Community Foundation	OR
Trinity Lutheran	OR	Legal Aid Services of Oregon LITC	OR
		The Sunriver Owners Association	OR
		Willamette Valley Babe Ruth Center For Continuous Improvement	OR

## APPENDIX E

Northwest Center for Alternatives to Pesticides	OR	Hinson Baptist Church	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR	Alvord Taylor	OR
The Followers of Christ Church of Oregon City	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
SEIU Local 49	OR	Bridges to Change	OR
Emerald Media Group	OR	Risen Records	OR
West Hills Christian School	OR	DePaul Treatment Centers, Inc.	OR
Trillium Sprigs	OR	Ministerio Internacional Casa	OR
Smith Memorial Presbyterian Church	OR	New Paradise Worship Center	OR
Western Arts Alliance	OR	Mission Increase Foundation	OR
Youth Dynamics	OR	Curry Public Transit Inc	OR
Ashland Art Center	OR	THREE RIVERS CASINO	OR
Apostolic Church of Jesus Christ	OR	Brookings Harbor Christian School	OR
DOUGLAS FOREST PROTECTIVE	OR	Local 290	OR
Echo Theater Company	OR	Hope Church of The Assemblies of God	
Corvallis Caring Place	OR	Albany Oregon	OR
Oregon Lyme Disease Network	OR	Sherwood Community Friends Church	OR
Ecotrust	OR	Bethesda Lutheran Church	OR
SPECIAL MOBILITY SERVICES	OR	Legacy Mt. Hood Medical Center	OR
Bethlehem Christian Pre-School	OR	Adelante Mujeres	OR
Historical Outreach Foundation	OR	Yamhill Community Care Organization	OR
Texas Interventions and Counseling Inc	OR	Trinity United Methodist Church	OR
Brooklyn Primary PTO	OR	Portland Japanese Garden	OR
Mountain View Academy	OR	Ike Box Cafe	OR
Salem Area Chamber of Commerce	OR	The Madeleine Parish	OR
First Congregational Chrch	OR	The Tucker-Maxon Oral School	OR
OREGON STATE FAIR	OR	Southwest Neighborhoods, Inc	OR
Tri-County Chamber of Commerce Inc	OR	Wallowa Valley Center For Wellness	OR
Ronald McDonald House Charities of Oregon & Southwest Washington	OR	KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
Center for Human Development	OR	Joy Church Eugene	OR
God's Storehouse Pantry	OR	Portland Yacht Club	OR
Clackamas River Trout Unlimited	OR	League of Women Voters	OR
SafeHaven Humane Society	OR	Oregon & Southern Idaho District Council of Laborers'	OR
Rainier Assembly of God	OR	Portland Police Sunshine Division	OR
Tilikum Center for Retreats and Outdoor Ministries	OR	Curry Health Network	OR
Washington Park Transportation Management Association	OR	United Way of Lane County	OR
Travel Lane County	OR	The Lighthouse School	OR
		Olive Plaza	OR
		Rogue Valley Humane Society	OR
		Willamette Carpenters Training Center, Inc	OR

## APPENDIX E

Great Portland Bible	OR	Oregon Jewish Museum and Center for	
College Possible	OR	Holoacust Education	OR
Unithed Way	OR	Northwest Opening	OR
Community Energy Project	OR	Oregon State University	OR
Bridgeport Community Chapel	OR	Treasure Valley Community College	OR
Oswego Lake Country Club	OR	Institute of Technology	OR
Urban League of Portland	OR	Unviersity of Oregon	OR
La Grande Foursquare Church	OR	OREGON UNIVERSITY SYSTEM	OR
Portland Oregon Visitors Association	OR	University of Western States	OR
Barter Union International	OR	GEORGE FOX UNIVERSITY	OR
Southern Oregon Project Hope	OR	LEWIS AND CLARK COLLEGE	OR
Our United Villages	OR	PACIFIC UNIVERSITY	OR
Sunset Presbyterian Church	OR	REED COLLEGE	OR
Youth M.O.V.E. Oregon	OR	WILLAMETTE UNIVERSITY	OR
Samaritan Health Services Inc.	OR	LINFIELD COLLEGE	OR
St. Mary's Church	OR	MULTNOMAH BIBLE COLLEGE	OR
Santiam Assembly of God	OR	NORTHWEST CHRISTIAN COLLEGE	OR
CASCADES WEST FINANCIAL SERVICES IN	OR	NATIONAL COLLEGE OF NATURAL MEDICINE	OR
Kilchis House	OR	BLUE MOUNTAIN COMMUNITY COLLEGE	OR
Calvary Assembly of God	OR	PORTLAND STATE UNIV.	OR
Lake Grove Presbyterian Church	OR	CLACKAMAS COMMUNITY COLLEGE	OR
Grace Lutheran School	OR	MARYLHURST UNIVERSITY	OR
Western Mennonite School	OR	OREGON HEALTH AND SCIENCE UNIVERSITY	OR
OEA CHOICE TRUST	OR	BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
American Tinnitus Association	OR	pacific u	OR
Oregon Coast Aquarium, Inc.	OR	UNIVERSITY OF OREGON	OR
HOPE POINT CHURCH	OR	CONCORDIA UNIV	OR
Unitus Community Credit Union	OR	Marylhurst University	OR
St John the Baptist Greek Orthodox Church	OR	Corban College	OR
Parkinson's Resources of Oregon	OR	NORTH MARION SCHL DIST	OR
Oregon Independent Automobile Dealers Association	OR	University of Oregon - Purchasing and Contracting Services	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR	Oregon Center For Advanced T	OR
St. Elizabeth Ann Seton Church	OR	UNIVERSITY OF PORTLAND	OR
St Andrews Presbyterian	OR	OSU Deschutes County Extension Service	OR
Oregon Rural Electric Cooperative Association	OR	Portland Actors Conservatory	OR
THE MILL CASINO	OR		
Gateway Prebyterian Church	OR		

## APPENDIX E

University Of Oregon Athletics Department	OR	OFFICE OF PUBLIC DEFENSE SERVICES	OR
Ecola Bible School	OR	Clatskanie People's Utility District	OR
Tokyo Int'l University of America, Inc	OR	PIONEER COMMUNITY DEVELOPMENT	OR
WARNERPACIFIC COLG	OR	MARION COUNTY HEALTH DEPT	OR
Beta Omega Alumnae	OR	Ricoh USA	OR
Oregon Institute of Technology	OR	Heartfelt Obstetrics & Gynecology	OR
SOUTHERN OREGON UNIVERSITY	OR	Coquille Economic Development Corporation	OR
EASTERN OREGON UNIVERSITY	OR	CITY/COUNTY INSURANCE SERVICE	OR
Wilco Farmers	OR	COMMUNITY CYCLING CENTER	OR
Harvest Church	OR	Shangri La	OR
Society of American Foresters	OR	Portland Impact	OR
Clackamas River Water Providers	OR	Eagle Fern Camp	OR
eickhoff dev co inc	OR	KLAMATH FAMILY HEAD START	OR
Cornerstone Association Inc	OR	RIVER CITY DANCERS	OR
The Klamath Tribe	OR	Oregon Permit Technical Association	OR
advocate care	OR	KEIZER EAGLES AERIE 3895	OR
Cannon Beach Fire	OR	Pgma/Cathie Bourne	OR
Life Flight Network LLC	OR	Sunrise Water	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR	Burns Paiute Tribe	OR
COVENANT RETIREMENT COMMUNITIES	OR	Oregon Public Broadcasting	OR
PENTAGON FEDERAL CREDIT UNION	OR	La Grande Family Practice	OR
SAIF CORPORATION	OR	Linn Benton Lincoln Educational Services District	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR	SHERMAN COUNTY SCHOOL DISTRICT	OR
USAGENCIES CREDIT UNION	OR	Ricoh USA	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR	Sphere MD	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR	BIENESTAR, INC.	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	MEDFORD WATER COMMISSION	OR
SPIRIT WIRELESS	OR	Solutins Yes	OR
Kartini Clinic	OR	sunrise water authority	OR
Astra	OR	Mountain Valley Therapy	OR
Beit Hallel	OR	EAsern Oregon Trade and Event Center	OR
Cvalco	OR	Waste-Pro	OR
Elderhealth and Living	OR	QUEEN OF PEACE SCHOOL	OR
OREGON CORRECTIONS ENTERPRISES	OR	Columbia River Inter-tribal Fish Commission	OR
OREGON STATE HOSPITAL	OR	NPKA	OR
		IBEW280	OR
		Confederated Tribes of Warm Springs	OR
		Point West Credit Union	OR



## APPENDIX E

Oregon State Credit Union	OR	Boardman Rural Fire Protection District	OR
PIONEER TELEPHONE COOPERATIVE	OR	Tualatin Soil and Water Conservation	
Halsey-Shedd Fire District	OR	District	OR
Northwest Power and Conservation Council	OR	Silverton Fire District	OR
Oregon Funeral Directors Association	OR	Lewis and Clark Rural Fire Protection District	OR
Nez Perce Tribe	OR	Rainbow Water District	OR
Obsidian Urgent Care, P.C.	OR	Illinois Valley Fire District	OR
First Presbyterian Church of La Grande	OR	Clatskanie RFPD	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR	PORT OF TILLAMOOK BAY	OR
A&I Benefit Plan Administrators, Inc.	OR	TRI-COUNTY HEALTH CARE SAFETY NET	
K Churchill Estates	OR	ENTERPRISE	OR
CSC HEAD START	OR	METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR	REGIONAL AUTOMATED INFORMATION NETWORK	OR
crescent grove cemetery	OR	OAK LODGE WATER DISTRICT	OR
IONE HIGH SCHOOL	OR	THE PORT OF PORTLAND	OR
Port of Toledo	OR	WILLAMALANE PARK AND RECREATION DISTRICT	OR
Roseburg Police Department	OR	TUALATIN VALLEY WATER DISTRICT	OR
Molalla Rural Fire Protection District	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
MONMOUTH - INDEPENDENCE NETWORK	OR	LANE EDUCATION SERVICE DISTRICT	OR
EUGENE WATER & ELECTRIC BOARD	OR	TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR	PORT OF SIUSLAW	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
GLADSTONE POLICE DEPARTMENT	OR	PORT OF ST HELENS	OR
GOLD BEACH POLICE DEPARTMENT	OR	LANE TRANSIT DISTRICT	OR
THE NEWPORT PARK AND RECREATION CENTER	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
RIVERGROVE WATER DISTRICT	OR	HOODLAND FIRE DISTRICT NO.74	OR
TUALATIN VALLEY FIRE & RESCUE	OR	MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
GASTON RURAL FIRE DEPARTMENT	OR	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
CITY COUNTY INSURANCE SERVICES	OR	SALEM AREA MASS TRANSIT DISTRICT	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR	Banks Fire District #13	OR
SOUTH FORK WATER BOARD	OR	KLAMATH COUNTY 9-1-1	OR
SUNSET EMPIRE PARK AND RECREATION	OR	GLENDAL RURAL FIRE DISTRICT	OR
SPRINGFIELD UTILITY BOARD	OR		
Tillamook Urban Renewal Agency	OR		
Netarts Water District	OR		
OAK LODGE SANITARY DISTRICT	OR		

## APPENDIX E

COLUMBIA 911 COMMUNICATIONS DISTRICT	OR	CEDAR MILL COMMUNITY LIBRARY	OR
CLACKAMAS RIVER WATER	OR	CITY OF LAKE OSWEGO	OR
NW POWER POOL	OR	LEAGUE OF OREGON CITIES	OR
Lowell Rural Fire Protection District	OR	CITY OF SANDY	OR
TriMet Transit	OR	CITY OF ASTORIA OREGON	OR
Estacada Rural Fire District	OR	CITY OF BEAVERTON	OR
Keizer Fire District	OR	CITY OF BOARDMAN	OR
State Accident Insurance Fund Corporation	OR	CITY OF CANBY	OR
Bend Metro Park & Recreation District	OR	CITY OF CANYONVILLE	OR
Port of Hood River	OR	CITY OF CENTRAL POINT POLICE DEPARTMENT	OR
La Pine Park & Recreation District	OR	CITY OF CLATSKANIE	OR
Brookings- Harbor School District 17c	OR	CITY OF CONDON	OR
Siuslaw Public Library District	OR	CITY OF COOS BAY	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR	CITY OF CORVALLIS	OR
Columbia River Fire & Rescue	OR	CITY OF CRESWELL	OR
Fern Ridge Library District	OR	CITY OF ECHO	OR
Bend Park and Recreation District	OR	CITY OF ESTACADA	OR
Port of Garibaldi	OR	CITY OF EUGENE	OR
Seal Rock Water District	OR	CITY OF FAIRVIEW	OR
Rockwood Water P.U.D.	OR	CITY OF GEARHART	OR
Gollux	OR	CITY OF GOLD HILL	OR
Tillamook Fire District	OR	CITY OF GRANTS PASS	OR
Tillamook County Transportation District	OR	CITY OF GRESHAM	OR
Central Lincoln People's Utility District	OR	CITY OF HILLSBORO	OR
Jefferson Park and Recreation	OR	CITY OF HOOD RIVER	OR
City of Monmouth / Public Works	OR	CITY OF JOHN DAY	OR
McMinnville Police Department	OR	CITY OF KLAMATH FALLS	OR
Long Creek School District	OR	CITY OF LA GRANDE	OR
City of Salem Fire Department	OR	CITY OF MALIN	OR
City of Sublimity	OR	CITY OF MCMINNVILLE	OR
City of Central Point Parks and Recreation	OR	CITY OF HALSEY	OR
Gearhart Fire Department	OR	CITY OF MEDFORD	OR
Woodburn City Of	OR	CITY OF MILL CITY	OR
Brookings Fire / Rescue	OR	CITY OF MILWAUKIE	OR
City of Veneta	OR	CITY OF MORO	OR
CITY OF DAMASCUS	OR	CITY OF MOSIER	OR
Hermiston Fire & Emergency Svcs	OR	CITY OF NEWBERG	OR
		CITY OF OREGON CITY	OR
		CITY OF PILOT ROCK	OR
		CITY OF POWERS	OR
		RAINIER POLICE DEPARTMENT	OR

## APPENDIX E

CITY OF REEDSPORT	OR	CITY OF LEBANON	OR
CITY OF RIDDLE	OR	CITY OF PORTLAND	OR
CITY OF SCAPPOOSE	OR	CITY OF SALEM	OR
CITY OF SEASIDE	OR	CITY OF SPRINGFIELD	OR
CITY OF SILVERTON	OR	METRO	OR
CITY OF STAYTON	OR	CITY OF BURNS	OR
City of Troutdale	OR	CITY OF COTTAGE GROVE	OR
CITY OF TUALATIN, OREGON	OR	CITY OF DALLAS	OR
CITY OF WARRENTON	OR	CITY OF FALLS CITY	OR
CITY OF WEST LINN/PARKS	OR	CITY OF PHOENIX	OR
CITY OF WOODBURN	OR	CITY OF PRAIRIE CITY	OR
CITY OF TIGARD, OREGON	OR	CITY OF REDMOND	OR
CITY OF AUMSVILLE	OR	CITY OF SHERWOOD	OR
CITY OF PORT ORFORD	OR	City of junction city	OR
CITY OF EAGLE POINT	OR	City of Florence	OR
CITY OF WOOD VILLAGE	OR	Columbia Gorge Community	OR
St. Helens, City of	OR	City of Dayton	OR
CITY OF WINSTON	OR	City of Carlton	OR
CITY OF COBURG	OR	City of Pendleton Convention Center	OR
CITY OF NORTH PLAINS	OR	City of Monmouth	OR
CITY OF GERVAIS	OR	City of Philomath	OR
CITY OF YACHATS	OR	City of Sheridan	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR	Seaside Public Library	OR
PORTLAND DEVELOPMENT COMMISSION	OR	City of Yoncalla	OR
CITY OF CANNON BEACH OR	OR	La Grande Police Department	OR
CITY OF ST. PAUL	OR	City of Joseph	OR
CITY OF ADAIR VILLAGE	OR	Cove City Hall	OR
CITY OF WILSONVILLE	OR	NW PORTLAND INDIAN HEALTH BOARD	OR
CITY OF HAPPY VALLEY	OR	Portland Patrol Services	OR
CITY OF SHADY COVE	OR	City Of Bend	OR
CITY OF LAKESIDE	OR	City Of Coquille	OR
CITY OF MILLERSBURG	OR	City Of Molalla	OR
CITY OF GATES	OR	ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
KEIZER POLICE DEPARTMENT	OR	City of St. Helens	OR
CITY OF DUNDEE	OR	City of North Powder	OR
Pendleton Police Department	OR	City of Eugene	OR
CITY OF AURORA	OR	City of Cornelius, OR	OR
THE CITY OF NEWPORT	OR	Toledo Police Department	OR
CITY OF ALBANY	OR	Springfield Public Library	OR
CITY OF ASHLAND	OR	City of Independence	OR

## APPENDIX E

City of Cascade Locks	OR	Clatsop Care Health District-Clatsop	
City of Columbia City	OR	Retirement Village	OR
City of Baker City	OR	Netarts-Oceanside RFPD	OR
McMinnville Water & Light	OR	UIUC	OR
City of Pendleton Parks & Recreation	OR	Rogue River Fire District	OR
CITY OF HEPPNER	OR	Aurora Rural Fire District	OR
CITY OF SWEETHOME	OR	Tillamook County Emergency	
CITY OF THE DALLES	OR	Communications District	OR
CLACKAMAS FIRE DIST#1	OR	Southern Coos Hospital	OR
DESCHUTES PUBLIC LIBRARY	OR	Oregon Cascades West Council of	
STAYTON FIRE DISTRICT	OR	Governments	OR
Lake County Chamber of Commerce Inc	OR	MULTONAH COUNTY DRAINAGE DISTRICT #1	OR
City of Talent	OR	PORT OF BANDON	OR
City of Ontario	OR	OR INT'L PORT OF COOS BAY	OR
City of Corvallis Parks and Recreation	OR	MID-COLUMBIA CENTER FOR LIVING	OR
North Lincoln Fire & Rescue #1	OR	DESCHUTES COUNTY RFPD NO.2	OR
Gresham Police Department	OR	YOUNGS RIVER LEWIS AND CLARK	
City of Harrisburg	OR	WATER DISTRICT	OR
Gladstone Public Library	OR	PACIFIC STATES MARINE FISHERIES	
West Linn Police	OR	COMMISSION	OR
City of Portland Parks Bureau	OR	CENTRAL OREGON IRRIGATION	
City of Astoria Parks Dept.	OR	DISTRICT	OR
Seaside Fire & Rescue	OR	MARION COUNTY FIRE DISTRICT #1	OR
Florence Police Department	OR	COLUMBIA RIVER PUD	OR
City Of North Bend	OR	SANDY FIRE DISTRICT NO. 72	OR
City of Union	OR	BAY AREA HOSPITAL DISTRICT	OR
City of Nehalem	OR	NEAH KAH NIE WATER DISTRICT	OR
City of Richland	OR	PORT OF UMPQUA	OR
CITY OF LINCOLN CITY	OR	EAST MULTNOMAH SOIL AND WATER	
City of Donald	OR	CONSERVANCY	OR
City of Milton-Freewater	OR	Benton Soil & Water Conservation	
CITY OF MADRAS	OR	District	OR
CITY OF SCIO	OR	DESCHUTES PUBLIC LIBRARY SYSTEM	OR
City of Forest Grove	OR	CLEAN WATER SERVICES	OR
City Government	OR	North Douglas County Fire & EMS	OR
City of Mt. Angel	OR	Crooked River Ranch Rural Fire	
Albany Police Department	OR	Protection District	OR
Umatilla Electric Cooperative	OR	PARROTT CREEK CHILD & FAM	OR
WATER ENVIRONMENT SERVICES	OR	South Lane County Fire And Rescue	OR
Polk County Fire District No.1	OR	Mill City RFPD	OR
		Lake Chinook Fire & Rescue	OR

## APPENDIX E

Clackamas County Water Environment Services	OR	OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
Amity Fire District	OR	OREGON OFFICE OF ENERGY	OR
CENTRAL OREGON COMMUNITY COLLEGE	OR	OREGON STATE BOARD OF NURSING BOARD OF MEDICAL EXAMINERS	OR
UMPQUA COMMUNITY COLLEGE	OR	OREGON LOTTERY	OR
LANE COMMUNITY COLLEGE	OR	OREGON BOARD OF ARCHITECTS	OR
MT. HOOD COMMUNITY COLLEGE	OR	SANTIAM CANYON COMMUNICATION CENTER	OR
LINN-BENTON COMMUNITY COLLEGE	OR	OREGON DEPT OF TRANSPORTATION	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR	OREGON TRAVEL INFORMATION COUNCIL	OR
PORTLAND COMMUNITY COLLEGE	OR	OREGON DEPARTMENT OF EDUCATION	OR
CHEMEKETA COMMUNITY COLLEGE	OR	OREGON DEPT. OF CORRECTIONS	OR
ROGUE COMMUNITY COLLEGE	OR	DEPARTMENT OF ADMINISTRATIVE SERVICES	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR	Oregon Board of Massage Therapists	OR
TILLAMOOK BAY COMMUNITY COLLEGE	OR	Oregon Forest Industries Council	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR	Oregon Tradeswomen	OR
Oregon Coast Community College	OR	Oregon Convention Center	OR
Clatsop Community College	OR	OREGON SCHL BRDS ASSOCIAT	OR
North Portland Bible College	OR	Central Oregon Home Health and Hos	OR
OREGON COMMUNITY COLLEGE ASSOCIATION	OR	Oregon Health Care Quality Cor	OR
Umpqua Valley Public Defender	OR	OREGON DEPARTMENT OF HUMAN SERVICES	OR
Teacher Standards and Practices Commission	OR	Oregon Air National Guard Training & Employment	OR
Salem Keizer School District Purchasing	OR	State of Oregon - Department of Administrative Services	OR
Kdrv Channel 12	OR	Aging and People with Disabilities	OR
Opta Oregon Permit Technician	OR	Department of Administrative Services	OR
Oregon Forest Resources Institute	OR	Oregon State Treasury	OR
Office of the Ong Term Care Ombudsman	OR	Oregon State Fair Council	OR
Oregon State Lottery	OR	Oregon DEQ	OR
OREGON TOURISM COMMISSION	OR	Procurement Services/DAS	OR
OREGON STATE POLICE	OR	STATE OF OREGON	OR
OFFICE OF THE STATE TREASURER	OR	OREGON JUDICIAL DEPARTMENT	OR
OREGON DEPT. OF EDUCATION	OR	Oregon State Board of Architect Examiners	OR
SEIU LOCAL 503, OPEU	OR	Oregon Board of Chiropractic Examiners	OR
OREGON DEPARTMENT OF FORESTRY	OR	City of Astoria Fire Department	OR
OREGON STATE DEPT OF CORRECTIONS	OR		

## APPENDIX E

Columbia Gorge ESD	OR
Nehalem Bay Wastewater	OR
Association of Oregon Community Mental Health Programs	OR
Klamath County Association of Realtors	OR
VA	OR
US FISH AND WILDLIFE SERVICE	OR
Bonneville Power Administration	OR
Bureau Of Land Management	OR
Oregon Army National Guard	OR
Linn County Sheriff Office	OR
USDA Forest Service	OR
123d Fighter Squadron	OR
Yellowhawk Tribal Health Center	OR
ANGELL JOB CORPS	OR
Coquille Indian Housing Authority	OR
COLLEGE HOUSING NORTHWEST	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
WEST VALLEY HOUSING AUTHORITY	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
MARION COUNTY HOUSING AUTHORITY	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Housing Authority of Yamhill County	OR
The Housing Authority of the County of Umatilla	OR
homeforward	OR

## APPENDIX F

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

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

In addition, Contractor agrees to the following specific provisions:

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

## APPENDIX F

or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

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

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

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

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

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



## APPENDIX G

**COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

APPENDIX I

**UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

## APPENDIX I

**Federal Grant Terms and Conditions**

1. **Civil Rights Requirements – 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332**
  - a. **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations.
  - b. **Equal Employment Opportunity** – The following equal employment opportunity **requirements** apply to the underlying contract:
    1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal Statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.
    2. **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and other applicable law, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.
    3. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.
  - c. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal Assistance, modified only if necessary to identify the affected parties.

## APPENDIX I

**2. Energy Conservation - 42 U.S.C. 6321 et seq.**

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**3. Davis-Bacon Act****Minimum wages.**

- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project], will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)], the full amount of wages and bona fide fringe benefits (or cash equivalents thereof] due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly] under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a) (1) (ii) of this section] and the Davis-Bacon poster (WH1321] shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - b. The classification is utilized in the area by the construction industry; and
  - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- iii. If the contractor and the laborers and mechanics to be employed in the classification (if known], or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate], a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every

## APPENDIX I

additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- iv. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- v. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
  - a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - b. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**Withholding.** Fairfax County 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act], daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages

## APPENDIX I

of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- ii. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency]. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee [e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- a. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(h) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of

## APPENDIX I

Compliance" required by paragraph (a) (3) (ii) (B) of this section.

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- iii. The contractor or subcontractor shall make the records required under paragraph (a) (3) (i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**Apprentices and trainees—**

- i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

## APPENDIX I

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered

program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 [a] (1) through [10) and such other clauses as the (write in the name of the Federal agency) 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 the contract clauses in 29 CFR 5.5.

**Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.



## APPENDIX I

**Certification of eligibility.**

- i. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- 4. Contract Work Hours and Safety Standards Act.** The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- i. **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 such 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.
  - ii. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section 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) of this section, in the sum of \$10 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) of this section.
  - iii. **Withholding for unpaid wages and liquidated damages.** The County of Fairfax 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 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) of this section.
  - iv. **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) of this section.

## APPENDIX I

In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that 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. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**5. Recycled Products – 42 U.S.C. 6962**

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the County or the CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds.

The CONTRACTOR agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**6. Clean Water Requirements – 33 U.S.C. 1251 et seq.**

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The CONTRACTOR agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to appropriate federal agencies including the appropriate EPA Regional Office.
- ii. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**7. Clean Air – 42 U.S.C. 7401 et seq.**

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

- i. 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 County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.
- ii. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**8. Program Fraud and False or Fraudulent Statements and Related Acts – 31 U.S.C. 3801 et seq.**

- a. The 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 its actions pertaining to this Project. Upon execution of the underlying contract, the

## APPENDIX I

- 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 of the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the 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 or to the extent the Federal Government deems appropriate.
- b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Federal Government reserves the right to impose the 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.
  - c. 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.

### 9. Patent and Rights in Data

**A. Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

- (a) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
  1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
  2. Any rights of copyright purchased by the Purchaser or CONTRACTOR using Federal assistance.

**B. Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that

## APPENDIX I

invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and CONTRACTOR agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the Federal funding agency is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the CONTRACTOR status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the CONTRACTOR agree to take the necessary actions to provide, through the Federal funding agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The CONTRACTOR also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

### **10. Rights to Inventions Made Under a Contract or Agreement.**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **11. 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.

### **12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 must 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 non-Federal award.

## APPENDIX I

**BYRD ANTI-LOBBYING CERTIFICATION**

31 U.S.C. 1352 et seq.

*(To be submitted with each bid or offer exceeding \$100,000)*

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

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

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

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

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

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

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



# County of Fairfax, Virginia

## ADDENDUM

Date: March 2, 2018

### ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS

REFERENCE: RFP2000002547

TITLE: Public Safety and Emergency Preparedness Equipment and Related Services

DUE DATE/TIME: March 13, 2018 / 2:00 P.M. EDT

The referenced request for proposal is amended as follows:

1. Reference page 6, Section 8. Contract Period and Renewal, Paragraph 8.2, fourth sentence: Revise to read "The County reserves the right to renew the contract for five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties."
2. Attachment C – Market Basket, is replaced in its entirety by an updated version. Prospective Offerors may access the updated version of Attachment C – Market Basket in Excel format at: <http://www.fairfaxcounty.gov/solicitations>
3. Refer to Attachment I for questions and answers received by e-mail and from the pre-proposal conference held on February 22, 2018 at 10:30 A.M.
4. Refer to Attachment 2 for the Attendance Sheet for the pre-proposal conference held on February 22, 2018.

All other terms and conditions remain unchanged.

\_\_\_\_\_  
 Jamie Pun, VCO, CPPB  
 Contract Specialist II, Team 1

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

\_\_\_\_\_  
 Name of Firm

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

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

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

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

Attachment I

Q1: Can a company submit for one of the single line item, i.e. AED's, or is it required to be able to provide all of the items listed?

**A1: As stated in the Introduction and Background, paragraph 3, General Definition of Products and Services, the intent of the RFP is to provide "the broadest possible range" of public safety and emergency preparedness products and related services specified in the categories. The County seeks to enter into a Master Agreement for a complete line of Public Safety and Emergency Preparedness Equipment and Related Services and not limited in scope to a single line item. Potential offerors will be evaluated on the depth of their product offering and pricing as represented by Attachment C – Pricing Sheet and Market Basket.**

Q2: Are Market Basket prices ceiling prices for these items? How long do we have to hold the Market Basket prices?

**A2: Market basket prices are not ceiling prices. The prices in the market basket should be in accordance with the discounts provided in the Discount by Category. The discount rates must be held firm for the duration of the contract. The net price after discount may change based on updates made by manufacturers to their list prices.**

Q3: What is the average annual sales being purchased on this particular contract?

**A3: Please refer to the paragraph titled Estimated Volume on page 3 of the RFP. The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually.**

Q4: We have identified the following suppliers from the Market Basket that are British companies. Our research has indicated that the incumbent on this contract is their sole U.S. distributor.

- BakerCorp
- ARI
- DMS
- Yaffy

Therefore, we request items from these companies be removed from the Market Basket for competitive analysis since this provides an unfair advantage to the incumbent.

**A4: The Offerors may provide alternate or substitute items that are comparable to any of the products listed in the market basket, if the proposed product is something they cannot supply.**

Q5: Line Item Number 116 on the Market Basket, part number MSRHB from Potters Industries, has a Unit of Measure (UOM) as "EA." Does the Annual Usage indicate the quantity of pounds of this product or the number of bags?

**A5: Quantity of pounds. Please see the updated Attachment C - Market Basket.**

Q6: In the RFP, section 6, 6.1, the supplier is directed to supply fixed percentage discount from a manufacturer or catalog (or other objectively verifiable criteria) price for each product category in Paragraph 3 (items 1 through 31). It is our understanding that the US Communities is simply requesting a price justification for the items on the Attachment C (Market Basket). That said, if the Government is looking for a fully encompassing catalog of all of the vendors that the supplier wishes to provide to US Communities' associated Public Agencies, we would request that this be clarified. Is our understanding correct that for the immediate solicitation, it will only be in reference to Attachment C, and a full compilation of product offerings will be submitted for review post award?

**A6: A completed Attachment C – Pricing Sheet should be reflective of an offeror's full compilation of product offerings. Offerors' current, full compilation of product offerings must be submitted with their proposals.**

Attachment I

- Q7: In the RFP, section 17 indicates a proposal due date of March 13, 2018; the US Communities web site, however, indicates a proposal due date of March 19, 2018. We understand the mission-critical nature of this procurement to the US Communities. In our experience, large, complex procurements such as this require a month (or longer) to ensure full compliance with the original submission. Additional time would also enable bidders to align the requirements and pricing across hundreds of Original Equipment Manufacturers (if required, see question 1, above). In addition, question responses from the Government may not be available until bidders' proposals are in close to their final stages of completion. Considering these factors, and the critical importance of this procurement to the US Communities stakeholders, would the Government consider extending the proposal due date to April 2, 2018?
- A7: **No, at this time, we have no intention of extending the due date. The due date/time remains as March 13, 2018 at 2 p.m. EST.**
- Q8: In the RFP, sections 1 through 18 ("FAIRFAX COUNTY SPECIAL PROVISIONS") include a number of requirements, ranging from insurance requirements to federal grant terms and conditions. Would the Government confirm that bidders need to only indicate compliance with these requirements, rather than provide comprehensive narrative explanations?
- A8: **Yes, offerors only need to indicate their compliance with the requirements of the Special Provisions. No comprehensive narrative for each requirement of the Special Provisions is required as long as the offeror confirms agreement to be bound by all terms and conditions of the RFP by signing the cover sheet (DPMM 32).**
- Q9: In regards to discount, can more than one discount be applied to a supplier?
- A9: **Yes. Please refer to paragraph 6.1 of the RFP.**
- Q10: Do we have to request that you protect our financial information?
- A10: **Yes. Please follow the instructions of section 10 titled Trade Secrets/Proprietary Information.**
- Q11: Can there be multiple awards?
- A11: **Yes. Please refer to paragraph 16.1 (pg. 8) and the paragraph titled Multiple Awards on page 4 of the RFP.**
- Q12: In regards to obtaining business license: will you need a license for doing business with other agencies across the country?
- A12: **If the successful offeror operates in Fairfax County, it will be required to obtain the Business, Professional and Occupational License as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. Please include a completed copy of the Business, Professional and Occupational License form in your proposal.**
- Q13: As part of the market basket, do we include the entire manufacturer's price lists?
- A13: **Yes, the price lists need to be included so that pricing/discounts can be easily verified.**
- Q14: Are there opportunities for vendors to be on other processes?
- A14: **Yes, but we require that we are offered the same or better pricing.**
- Q15: How long is this contract for?
- A15: **Please refer to section 8 titled Contract Period and Renewal on page 6 of the RFP.**
- Q16: If you don't get awarded, can you apply for other contracts with other counties across the country for the same contract?
- A16: **No, there will be no other solicitations for U.S. Communities for the products and services included in this solicitation.**



Attachment I

- Q17: If vendor has current county contract, and gets selected for the new contract, will one supersede the other?
- A17: As long as there is no overlap between the scope of the contracts, both contracts may be used by the County. If there is overlap in scope, (the two contracts offering the same products) the County will most likely choose to use the resultant U.S. Communities contract.**
- Q18: If there is an outdated market basket item, do you want us to give the most up to date listing?
- A18: Yes.**
- Q19: Is there a limitation to the amount of times we can update pricing? Do we need to include justification for price change?
- A19: Discount rates must remain firm for the entire contract period. Whenever manufacturer pricing changes, the change can be communicated and adjusted. Written justification for price change should include the updated manufacturer's price list.**
- Q20: For Lines #88 & #89 of the Market Basket, the stated UOM is EA. This item however ships in cases of 25. Are we to assume pricing for a case of 25 each?
- A20: Yes, please see the updated Attachment C - Market Basket.**
- Q21: Line #116 of the Market Basket list UOM of EA, but this item is sold per pound. Should we assume the quantity refers to pounds?
- A21: Please see the answer to question 5.**
- Q22: If an awarded vendor is providing products/service in another jurisdiction, is there a requirement to have a license in those localities?
- A22: The Business, Professional and Occupational License (BPOL) requirement is specific to Fairfax County. License requirements in other jurisdictions may or may not be required. This is to be determined by the awarded vendor when working with other jurisdictions.**
- A23: If a vendor is not selected, will there be an opportunity post-award to be added to the contract?
- A23: No, this is the only opportunity to be awarded a U.S. Communities contract for public safety and emergency preparedness products and related services.**
- Q24: If our products are not comprehensive, technology related to safety, for example, can we propose only that item?
- A24: An offeror should respond, if its offerings fit the scope of the RFP and meet the needs and requirements as described in the RFP. Please see A1 above.**
- Q25: Section 9.1 PRICING  
Although the ensuing contract will be FFP, can the contract holder offer higher than proposed/contracted discounts (lower prices) when the situation warrants (e.g., customer requires a high volume purchase)?
- A25: Yes. Please refer to 3.3, (b) on page 42 of the RFP.**

PRE PROPOSAL CONFERENCE  
 ATTENDANCE SHEET

DATE/TIME: February 22, 2018 at 10:30 a.m.

SOLICITATION #: RFP200002547; Public Safety and Emergency Preparedness Equipment and Related Services

Individual's Name	Company Name	Telephone Number
MATT BIRNBAUM	FEDERAL RESOURCES	703-309-7137
Mike Russell	Federal Resources	410-330-8490
Charlotte Pog	Federal Resources	410-630-8467
JEFF WINBOURNE	WINBOURNE CONSULTING	703 584 5350
Neil Senatro	TSSi	540-434-8974
Natalie Sherlock	TSSi	540-607-0085
Matt Nassar	TSSi	703-304-6354
Rick Bond	Infowave	301 683 1234
Karla Hyatt	Safeware	"
Ed Simons	Safeware	
ALLISON WINDSOR	MALORY	818-644-9484
Chris Radecke	Safeware	301 683 1234

**PRE PROPOSAL CONFERENCE  
ATTENDANCE SHEET**

DATE/TIME: February 22, 2018 at 10:30 a.m.

SOLICITATION #: RFP200002547; Public Safety and Emergency Preparedness Equipment and Related Services

Individual's Name	Company Name	Telephone Number
Shawn Murray	<del>ATA</del> Safeware   Malloy	206-510-0705
Kenny James	Watch Guard Video	469-343-6758
Greg Bollen	Southern Police Equipment	854-323-1855
JAMES MEHALCHIAK	Polimaster	570-308-1195
Bill Pearse	MSA Security	410-310-8301
Tina Franklin	CTSI	571-221-2395
William Dunn	MES	301-573-9654
Cathy Muse	Fairfax County Govt - DPMM	703 324 3201
Alexis Turner	US Communities	214 629 2056
William Goines	ARC Technology Solutions	918-284-6510
Lounette Robinson	DPMM	703-324-3281
Jamie Pun	DPMM	703-324-3653