County of Fairfax, Virginia

ADDENDUM

Date: November 13, 2008

ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS

REFERENCE: RFP09-997736-42

FOR: Technology Products/Equipment and Technology Services/Solutions

CLOSING DATE/TIME: November 25, 2008 @ 2:00 P.M. (Revised)

The above referenced RFP is hereby changed as follows:

1. The closing date and time have been changed to November 25, 2008 @ 2:00 P.M.

2. Addendum No. 2 will be issued with additional clarifications and changes.

All other terms and conditions remain unchanged.

Lonnette Robinson, CPPB
Purchasing Supervisor, Team 4

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

__________________________________________
Name of Firm

__________________________________________   ________________________________
(Signature)                                      (Date)

A SIGNED COPY OF ADDENDUM MUST BE RETURNED PRIOR TO DATE/TIME OF CLOSING OR MUST ACCOMPANY PROPOSAL.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA  22035-0013

Website:  www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228
ADDENDUM NO. 2

Date: November 14, 2008

TO: ALL PROSPECTIVE OFFERORS

REFERENCE: RFP09-997736-42

FOR: Technology Products/Equipment and Technology Services/Solutions

CLOSING DATE/TIME: November 25, 2008 @ 2:00 P.M.

The above referenced RFP is hereby changed as follows:

1. The following are changes and corrections to the solicitation:
   
   - Add the following paragraph to the Special Provisions:

   35.  USE OF CONTRACT BY OTHER PUBLIC BODIES:

   35.1 Reference Paragraph 75, General Conditions and Instructions to Bidders. Extension of Contract: 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.

   35.2 It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).

   35.3 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.
35.4 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.

35.5 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.

- Appendix B, RFP CHECKLIST, letter D, remove the reference to Price Summary and Instructions:

- SPECIAL PROVISIONS, TECHNICAL PROPOSAL INSTRUCTIONS, Paragraph 11.2, is deleted in its entirety.

- SPECIAL PROVISION, COST PROPOSAL INSTRUCTIONS, Paragraph 12.1.a, has been revised as follows:

  12.1.a Offerors must provide a price breakdown for each sample SOW for service/solution separately.

- SPECIAL PROVISIONS, PRICING, Paragraph 14.1, is deleted in its entirety and replaced with:

  14.1 Pricing Structure must remain unchanged and 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 will be based on the Consumer Price Index (CPI-U), may be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant indices.

- SPECIAL PROVISIONS, BASIS FOR AWARD, Paragraph 18.5, Proposal Evaluation Criteria, the last paragraph is deleted in it's entirety.

- Attachment II is deleted in it's entirety and replaced with Attachment IIA (see attached)

2. Enclosed are questions and answers from the pre-proposal conference held on November 3, 2008 @ 1:00 p.m. and from various e-mails received. (See Attachment I)
All other terms and conditions remain unchanged.

[Signature]

Lonnette Robinson, CPPB
Purchasing Supervisor, Team 4

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

____________________________________
Name of Firm

____________________________________  ______________________________________
(Signature)                             (Date)

A SIGNED COPY OF ADDENDUM MUST BE RETURNED PRIOR TO DATE/TIME OF CLOSING OR MUST ACCOMPANY PROPOSAL.
Questions and Answers

Q1. Can a contractor respond to only one of the sections of the RFP, A (Technology Products/Equipment) or B (Technology Services/Solutions)?
A1. Yes. Offerors may submit a proposal for only one section or a portion of one section of the RFP.

Q2. For Section B: Technology Services/Solutions, does the contractor need to respond to and qualify for all requirements listed from A to R?
A2. No. Offerors may submit a proposal for any portion or portions of Section B.

Q3. Is PDF format for the response submission on CDs be acceptable?
A3. Yes.

Q4. Does the contractor need to return a signed copy of the Master Intergovernmental Cooperative Purchasing Agreement with their response?
A4. No.

Q5. What are the expectations in terms of a price response from the contractors? Since the volume or scope of requirements from participating agencies is not known at the time of responding to the framework contract, in what format are the offerors expected to provide a price breakdown for each service/solution separately as well as totals?
A5. The sample solutions are provided for evaluation of proposals. The pricing requested for each solution will be used for evaluation purposes only. However, the labor rates indicated should be the maximum amount that would be charged for each labor category in any resulting contract. Please note that the total value of the contract is estimated to be $200 million.

Q6. Are attachments I and II to be responded and submitted as part of our submission?
A6. Attachment I is not required as part of response to RFP. Attachment II is required if submitting a proposal for a National contract.

Q7. Please clarify does this RFP allow for National and local awards?
A7. Yes.

Q8. Attachment III states that the offerors are required to submit with their RFP response the sample Services/Solutions Projects. Sample Projects are subsequently provided under bullets B, C, E, I and N. If some of these are not in our current line of business or areas where we do not have expertise and we are therefore not able to respond, are we automatically disqualified?
A8. No. Offerors will be expected to submit sample project pricing for those solution categories that they have submitted a proposal for. Please refer to paragraph I of Attachment III.

Q9. Can we submit a response to some of the skill area listed in Section B, A through Q - Technology Services/Solutions, or are we required to submit responses to all the listed skill areas, A through Q?
A9. Offerors may submit a proposal for any portion or portions of Section B.

Q10. Is this RFP also intended to address Participating Public Agencies requirements for Temporary/Contract IT staff augmentation services and qualifying companies such as ours to provide such services?
A10. No.
Q11. If no to the question above (Q10), will U.S. Communities in the future be soliciting proposals for IT Staff Augmentation Services?
A11. U.S. Communities has no current plans to solicit for IT Staff Augmentation Services.

Q12. Page 75, Attachment III, I. Long Term Storage and Retrieval - Sample SOW. The description of the Scope of Services for this sample SOW is not consistent with the description of Long Term Storage and Retrieval as it appears on page 3 of the RFP in the Technology Services/Solutions section. The description on page 3 appears to reflect the industry standard definition of Long Term Storage and Retrieval (which includes offsite secure storage), while the Sample SOW appears to be a Storage Implementation at a customer site consistent with Technology Service/Solution A, Infrastructure Capabilities. Please revise the Sample SOW on page 75 to “A. Infrastructure Capabilities – Sample SOW” to be consistent with the technology being implemented in the sample description.
A12. This statement of work will be evaluation purposes only. The sample SOW will remain as is in the RFP. Offerors may submit additional information in this category in their response to the RFP.

Q13. On page 17, paragraph 11, Technical Proposal Instructions (inclusive of 11.1 through 11.5), the government uses the word “project” and “program” interchangeably. Please confirm the information requested refers to the US Communities Master Contract (Program).
A13. The terms refer to Fairfax County and US Communities.

Q14. On Page, 17, Paragraph 11.2 Preliminary Work Plan it states: “... The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to the appropriate paragraph numbers”. Question: Please specify the referenced tasks and appropriate paragraph numbers.
A14. Paragraph 11.2 has been deleted in its entirety.

Q15. Do Fairfax County and/or US Communities currently have a “same type” contract? If so could you provide the contract information?
A15. Yes, the current contractor is GTSI, Tech Depot is their subcontractor for Products, and the contract number is RQ03-805674-16A. All contract related documents are available to view/download at www.fairfaxcounty.gov/cregister.

Q16. This RFP relates to Products and Services in Sections A and B. If bids are submitted for both Products and Services (.), does that translate into eligibility for two awards or only one award for both?
A16. Reference paragraph 4 multiple awards (US Communities) and paragraph 18 Basis for Award. If products and solutions and awarded to one contractor it would be under a single contract award.

Q17. Can additional Vendors/OEMs be added post award?
A17. The contract will be structured to allow for technology refresh and new products to be added throughout the contract period.

Q18. Is there a requirement to register with all of the States for US Communities?
A18. In order to be considered for a National contract award, Offerors must show capability to effectively market, sell and support customers in all 50 states.

Q19. Can a bid be submitted and additional State Licensing produced after contract award?
A19. State Licenses need not be obtained prior to submission of a proposal, however, licenses must be obtained prior to contract award.
Q20. What is the rationale in Attachment II for selective SOWs, such as B. Unified Security Capabilities, C. Communications Capabilities, E. Enterprise-wide Imaging, I. Long Terms Storage & Retrieval, etc.?

A20. Does US Communities require one (1) dedicated employee for each from the table in Attachment IV?

A21. No.

Q22. Are firms allowed to overlap personnel for the States listed in Attachment IV?

A22. Yes.

Q23. There are pricing instructions included in different places – page 15, Page 18 paragraph 12, Page 20 paragraph 14.4, and Page 21 Evaluation Criteria. Which instructions should we use?

A23. Page 15 Pricing Information request applies only to those offerors seeking consideration for a National contract award. Page 18, paragraph 12, Cost Proposal Instructions applies to all Offerors. Page 20, paragraph 14.4 applies to all Offerors and guides how pricing should be structured. Page 21 Evaluation Criteria applies to all Offerors.

Q24. Paragraph 38 of the General Conditions and Instructions to Bidders, on Page 33 provides that: FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services. Article 5 of the Master Intergovernmental Cooperative Purchasing Agreement on page 45 provides: That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Article 6(ii) on Page 48 of the U.S. Communities Administration Agreement, the U.S. Communities provides that: “With respect to any purchases by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Public Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Lead Public Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Master Agreement.” However, Paragraph 7.2 of the Special Provisions on Page 16 states that: Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract...The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County’s failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated. **Question:** Should the provision at Para 7.2 regarding the Annual Fairfax County Appropriation (see Item 4 above) not be restricted to the Lead Agency's own procurements, and consequently not place the entire U.S. Communities Contract in jeopardy? Please clarify?

A24. Paragraph 7.2 of the Special Provisions applies only to Fairfax County's orders under any resulting contract. Non-appropriation in Fairfax County would not result in the termination of the National Contract.
Q25. Paragraph 20.3 of the Special Provisions, on Page 23, provides that: Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call. Paragraph 20.7 of the Special Provisions on Page 24 states that: 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. Paragraph 45 of the Special Provisions, Placing of Blanket Orders, on Page 34, provides that: "...Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency." **Question:** Please confirm that telephonic orders apply only where Blanket Orders have been issued. Alternative, if this is not the case, clarify the point at which performance can start when an order is received orally, and no Blanket Order is in Place.

A25. Paragraph 20.3 Method of Ordering is specific to Fairfax County. Yes, telephonic orders apply only where Blanket Orders have been issued by the County or a procurement card is used to place an order. Please note that each jurisdiction participating in this US Communities agreement may have other ordering instructions specific to their locality based on laws, rules and/or regulations that govern their authority.

Q26. The RFP appears to be a shopping list of technology that will be available to members of US Communities. As Fairfax County is issuing the RFP, have there been any requests to the Fairfax department of purchasing from external US community members to include specific technology items on the RFP technology shopping list identified on RFP pages 2 through 5? If yes, what members and what products?

A26. No. Members of the U.S. Communities Advisory Board provided input into the development of the RFP and reviewed the resulting solicitation prior to issuance.

Q27. From the technology services and solutions identified on RFP pages 2 through 5 which of these items has either been requested or budgeted to be procured by Fairfax County agencies for the calendar years 2008 and 2009?

A27. None of these items has been specifically requested or budgeted for FY 2009 or beyond. For information on Fairfax County's IT Plan at www.fairfaxcounty.gov/dit/itplan this site will give you planning information but is not contract specific.

Q28. Has the Fairfax County Clerk's office (i.e. Honorable John Frey's office) requested redaction processing technology to be included on this general technology RFP or is intending to purchase such during calendar year 2008 forward? What other Fairfax agencies have requested or are intending to utilize redaction technology? For each agency can you provide the software vendor and product version in use for the "jurisdictions applications" as identified on RFP page 76?

A28. No known requirements were used in the development of this RFP. This current RFP is not project specific; any resulting contract(s) is intended to offer a broad range of solutions to meet Fairfax County and participating public agency requirements.

Q29. Page 7 of the RFP appears to be a “Supplier Qualification Sheet”. Question D is to determine if supplier had in excess of $50 million in sales last year. If the answer is NO, does that disqualify the supplier?

A29. If a supplier had less than $50 million in sales last year that supplier may be disqualified from consideration for a National Contract award. The supplier would not be disqualified from consideration for a local Fairfax County contract award.
Q30. As we are not a publicly traded company, will the financial information requested on page 18 11.4.e be treated as confidential information and not provided to any outside parties requesting copies of potential supplier RFP responses? If not, what is your suggested mechanism for protecting such?

Q31. Is this the first time the Fairfax Department of Purchasing has issued an RFP that includes the US communities as being a party to an RFP or their requirements? If not, are we correct and this is a normal occurrence in how Fairfax County issues their RFP’s?
A31. No, this is not the first time that Fairfax County has served as the lead public agency for a US Communities solicitation. Fairfax County currently administers three contracts included in the National Program.

Q32. Regarding bidder’s commitment that its pricing is the lowest available pricing to Participating Public Agencies (RFP document, page 8, “Supplier Qualifications” and Attachment II) and bidder’s obligation to apply price reductions to the contract (RFP document, page 34, “Appendix A on General Conditions and Instructions to Bidders”), can bidder propose some alternate language (for instance, providing a list of 10 top customers and reviewing pricing for those with US Communities every year)?
A32. No. Attachment II must be signed unaltered.

Q33. Section 14.1 of the RFP states that the subsequent contract will be a firm fixed price agreement. Should this be interpreted as a firm fixed unit price agreement, as firm fixed prices for any project cannot be determined until the ordering entity specifies its requirements?
A33. This provision has been revised.

Q34. Section 14.1 states that “fees shall remain firm.” Are these the administrative fees or some other fees? Please clarify.
A34. This references Section A Technology Products/Equipment and Section B Technology Services/Solutions. The fees in this paragraph do not refer to administrative fees.

Q35. Pages 14 and 15 list a variety of required Supplier Information covering a broad range of topics, both technical and business, but it is not identified where this information is to be included in the submittal. Should this be made part of the Business (Cost) Proposal or the Technical Proposal?
A35. Any part of your response that does not address cost or price (Business) should be included with your Technical Proposal response.

Q36. Item 11 calls for one copy of the Technical Proposal to be provided in a binder, along with 10 copies on CD; and Item 12.1 calls for one copy of the Cost Proposal to be provided in a binder, along with 10 copies on CD. However, Item 13.1 calls for one original, ten copies (assumed to be hard copies in binders), and 10 CDs of the Technical Proposal; and one original and ten copies (assumed to be hard copies in binders) of the Cost Proposal, but no CDs. Additionally, Item 13.4 calls for an original, ten copies (assumed to be hard copies in binders), and CDs, but calls for the CDs to be included as part of the Cost Proposal rather than the Technical Proposal as required in Item 13.1. Can you please clarify the deliverables required in response to this RFP?
A36. All responses shall include: one (1) original Technical and Cost (Business) Proposals, 10 hard copies of each Technical and Cost Proposals, 10 CD ROM of each Technical and Cost Proposals.
Q37. In the "RFP Checklist" included as part of Appendix B on page 40, Item D lists a number of documents in parentheses that appear as though they should be part of Appendix B. This list includes “Price Summary & Instructions” and “Listing of Local Public Bodies,” which are not included in Appendix B to this RFP, and are not explicitly listed by name elsewhere in the RFP. Does “Price Summary and Instructions” refer to Item H on page 15? If not, what document is being referenced here?
A37. The reference to Price Summary and Instructions has been removed from the RFP.

Q38. Are Attachments I-V considered attachments to the RFP itself, or attachments to Appendix B?
A38. Attachments I – IV are attachments to the RFP.

Q39. Since US Communities is not buying these goods/services via a co-op agreement with GSA. Is there an exception to the price reduction clause that is in US Communities RFP?
A39. No.

Q40. US Communities wants the lowest price for the proposed goods and will lower the price if we offer the same product at same terms in order for US Communities to have the same percentage discounted price. If we do that, then GSA will invoke their price reduction clause in order that they have the best discounts. How does US Communities handle? Will there be an amendment/carve out to their contract clause for price reductions to exclude discounts/pricing that an offeror provides to the USG?
A40. The lowest price to eligible state and local entities is not affected by pricing offered to the US Government.

Q41. Pg 72 - Attachment III B. Unified Security Capabilities #2 - Asset Management System, Are these infrastructure assets (Streets, Sewer, Water)?
A41. This could be any asset that a jurisdiction may have a Unified Security requirement for.

Q42. In reference to page 9, Administrative fees, what is the fee percentage?
A42. Administrative fees can be found on page 52 Section 11.

Q43. While there are no guaranteed revenue with this contract, can you give us the spend over the last 5 years in each category? What is the dollar volume by customer (agency) and category of product/services already awarded/completed on the current US Communities RFP?
A43. Total spend has been approximately $200 million annually. The specific information is not available. US Communities does not track this specific information.

Q44. It is our understanding that vendors may offer a variety of services solutions, including any services which are not listed on pages 2-5, is this correct?
A44. Yes.

Q45. Should vendors respond to each paragraph within the Supplier Qualifications pages 8-13, or just the Supplier Qualification Worksheet on page 11?
A45. Offerors must complete the Supplier Qualification Worksheet on page 11. Offerors must also demonstrate that they comply with the qualifications described in pages 8 – 13 in their technical proposal submission.

Q46. Pg 14, Products/Equipment and Services Solutions, #s 1 and 2 seem to have the same requirement. Is #2 a duplication?
A46. No.

Q47. If not a duplication (see Q46 above), please explain the difference in the information you are looking for in each?
A47. Number 1 is a specific list provided in the RFP. Number 2 is all your firm has to offer.
Q48. The Special Provisions that begin on Page 16 start with #6. Are we missing a page? There is no. 1 through 5 of Special Provisions.
A48. No, Special Provisions are a continuation of the previous pages.

Q49. Pg 17, 11.2, Preliminary Work Plan states: ‘The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope. This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables. Is US Communities/Fairfax County looking for a point-by-point response to each and every paragraph in the RFP – all 78 pages? If not, please define which sections should be responded to point-by-point.
A49. Please disregard paragraph 11.2 it has been deleted from the RFP.

Q50. Pg 18, 12.1 a. states: ‘Offerors must provide a price breakdown for each service/solution separately as well as totals for services/solutions provided together if price differ.’ As this will be a national contract with ever agency having different service requirements and each project different skill set needs/timelines/requirements, pricing a ‘service’ can be extremely difficult. Will US Communities/Fairfax County accept pricing such as hourly rates per skill set and/or unit costs for services (i.e., desktop installation, $75/per desktop)?
A50. Paragraph 12.1 has been revised.

Q51. Special Provisions, Page 20, #14, Pricing – 14.1 through 14.3 seem to be in direct conflict with Page 15, Pricing, A of providing a ‘fixed percentage (%) discount from a Manufacturer Price List and/or a cost-plus scenario...’. Will US Communities/Fairfax County please delete 14.1 through 14.3 or revise to be in line with Page 15?
A51. See response to question 33.

Q52. Special Provisions, Page 20, Pricing, 14.4 states: ‘Pricing for Section A, Technology Products/Equipment; all prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract, unless otherwise stated in this solicitation (reference Section 5, Products/Equipment and/or Services/Solutions, sub paragraph 5).’ Please confirm which Section 5 is being referred to. If Section 5 being referred to is in the Special Provisions, we are missing this, as the Special Provisions begins with section 6.
A52. Applies to Page 14 Products/Equipment and/or Services/Solutions.

Q53. Special Provisions, Page 20, Section 15, Delivery/Time of Performance seems to be relevant for a Fairfax County contract only. Should this section be deleted?
A53. Yes, this applies to Fairfax County only. We reserve the right to award a local contract as well.

Q54. Page 21, 18.5 Proposal Evaluation Criteria, #D states: ‘Where PRICING is a discount from Price List, the Price List Sheets shall be the currently published National Standard Manufacturer’s Price Lists or other objectively verifiable criteria. Each offeror shall quote the percentage of discount from the Price List cited above and shall furnish a copy with their bid submission.’ If vendors bid a cost-plus scenario, as allowed on page 15, Pricing, A; what type of verification is needed?
A54. Same as stated in RFP paragraph 18.5, D. If submitting a cost plus pricing option, offerors must submit cost data for each item.
Q55. Pg 21, 18.5 states: ‘Each offeror shall attach to each page of their pricing schedule one copy of one price list or retail price sheet, clearly marking the item and column to which the discount is applied, for each item bid. FAILURE TO PROVIDE THE PRICE LISTS MAY BE CAUSE FOR REJECTION OF THE BID. IF COUNTY STAFF CANNOT IDENTIFY THE ITEM ON THE MANUFACTURER’S PRICE LIST OR VENDOR’S RETAIL PRICE SHEET, AND VERIFY THE OFFERORS PROPOSED PRICE, THE PROPOSAL MAY BE REJECTED.’ Question: As many vendors will be offering their full catalog of items, which can consist of hundreds of thousands of items, pricing of each and every item would be unfeasible and result in hundreds of pages of price lists. Would US Communities/County of Fairfax consider a small market basket for each manufacturer bid or just the manufacturer name and discount percentage or cost-plus mark up?

A55. This paragraph has been deleted, Attachment V is sufficient for proposal response.

Q56. Pages 22-23, #19, Insurance – This section seems to be Fairfax County’s requirements only, with Fairfax County being added as additional insured. Will Vendors also have to add US Communities as additional insured along with every Participating Agency?

Q56. No. US Communities does not require vendors to add them as an additional insured. Each participating public agency will have its own insurance requirements.

Q57. Pages 23-24, #20, Method of Ordering seems to be for County of Fairfax orders only. Should this be deleted or revised to include national ordering from all agencies? Page 24, #21, Reports and Invoicing seems to be relevant only to the County of Fairfax. Should this be deleted or revised to reflect national invoicing to all agencies? Page 24, #22, Payments, seems to be relevant only to the County of Fairfax. Should this be deleted or revised to reflect payments from agencies nationally? Pg 25, #24, Changes seems to be relevant only to County of Fairfax changes to services. Should this be deleted or revised to reflect changes from US Communities as well? Pg 25, #25, Delays and Suspensions seems to be relevant only to County of Fairfax contracts. Should this be deleted or revised to reflect a national contract?

A57. Each of these provisions applies specifically to Fairfax County orders. All of these provisions may be used in local award.

Q58. Page 34, General Conditions and Instructions to Bidders, #43 Price Reduction seems to be in direct conflict with Page 15, Pricing, A of providing a fixed percentage (%) discount from a Manufacturer Price List and/or a cost-plus scenario…’ as the Pg 15 scenario’s will have a fluctuation in prices but the discount/cost-plus price structure will remain consistent.

A58. See response to question 33.

Q60. Pg 36, General Conditions and Instructions to Bidders, #60, Payment for Equipment, Installation and Testing. Is this section relevant only for the County of Fairfax purchases? As each agency may have its own payment terms, will US Communities please delete this section?

A60. No to both questions.

Q61. Page 52, US Communities Administrative Agreement, #11, 12 and 13 seem to conflict. #11 states Supplier shall pay a quarterly and reports of sales, while #12 and 13 indicate monthly fees and reports are due. Please clarify whether reports and fees are due monthly or quarterly?

A61. US Communities Administrative Agreement has been revised (see Attachment IIA).

Q62. We are unclear what you’re looking for on Attachment V. Do you want vendors to check each product category that each manufacturer offers? Is this where the discount off list or cost-plus mark up is to go?

A62. Yes to both questions.
Q63. Can the County please elaborate more specifically related to their evaluation & award process of Section B (Technology Services/Solutions)? Does a provider need to respond to ALL sections/offering within all or part of Section B to be considered for award? Is it the intention of the County/U.S. Communities to award by individual solution areas or by Section? (pg 1)

A63. Please reference paragraph 18 Basis for Award. The County reserves the right to award in the aggregate, by section or by individual item.

Q64. Does the County prefer one specific pricing approach versus another (e.g., discount from verifiable list/cost plus) provided that in either case, the awardee provides the appropriate level of documentation/compliance? (Pg 15. "A").

A64. No.

Q65. Should and/or can a respondee submit separate bids if electing to respond to both Section A and B so as to allow the appropriate focus to be on this company’s related capabilities?

A65. No, Offerors must submit only one proposal.

Q66. While we understand we are to respond in 2 sections – Technical and Cost Proposals – where would like the other forms to be included, such as the Supplier Qualification Spreadsheet (pg 11), the Supplier Information responses, and the Sales Force Form (pgs 77-78)?

A66. Any form that is not product price specific shall be submitted with the offerors technical proposal response.

Q67. Do we respond to the Business (Cost) Proposal format on page 15 in supplier information, or Cost Proposal Instructions on page 18-19 in the Special Provisions section?

A67. Paragraph 12.1 identifies all areas that must be addressed in a cost proposal for a national contract award. If submitting a response for a national and local award, please respond to both. Please reference all provisions of paragraph 18 Basis for Award.

Q68. Page 14, Supplier Information, Products/Equipment and Services/Solutions. Please clarify how you would like us to respond. In what format would you like the response to question 1 (i.e. Section A Response, Section B response by using the format of the Services solution outline)?

A68. Propose what your firm feels would best represent your response to the RFP.

Q69. Special Provisions, #11 asks for a scope of work, layouts & sketches etc, and a project plan, employee qualifications, as if the requirements were for a specific project or SOW. Please clarify how to respond?

A69. Use this structure in responding to each sample SOW being proposed.

Q70. Pg 18, 11.4, e. Financial Statements – The offeror shall provide an income statement and balance sheet from the most recent reporting period. Due to the fact that many annual reports are close to 100 pages, does US Communities require the entire 2007 Annual report or would a URL be acceptable? If a hard copy is required, would it be acceptable to include only one copy of the annual report in the Original binder?

A70. One copy of the financial statement in the Original binder and reference to a URL is acceptable.

Q71. Which customers are currently using the already awarded US Communities Contract?

A71. Please reference question 47 above and US Communities website for a list of registered jurisdictions www.uscommunities.org

Q72. Attachment IV, page 77: Does this form need to be submitted with the offeror’s proposal? Would it appear in the technical or cost proposal?

A72. Yes, this form should be submitted with your technical proposal.
Q73. Paragraph 27 - Project Audits, page 25: The requirement to allow audits of costs is unreasonable; given this is not a Cost Plus contract, but a Fixed Fee. As such, please change the audit requirement to “prices.” In addition, we request that any and all audits be solely restricted to transactions under this contract (as is seen in paragraph 29.1 on page 26). It is unreasonable to expect a manufacturer to allow unrestricted access to proprietary accounting data for business conducted outside the venue of this anticipated contract.

A73. Paragraph 27 will remain as written in the RFP.

Q74. Paragraph 14 - Pricing, sub 14.1, page 20: This offeror believes that correlating information technology pricing to consumer price indexes is unreasonable. Manufacturers set pricing based on direct market influences in the industry which is completely separate from most of the indices surveyed as per the consumer price index. We request that this requirement be removed and rather, require that manufacturer set pricing be the target for any price decreases.

A74. This provision remains as stated in the RFP as offerors may propose differing pricing structures in their response to this RFP and relative to price adjustments after contract award.

Q75. Paragraph 27.3, page 26 is going to be unacceptable to a substantial number of the more responsible contractors because these Contractors cannot and will not create and maintain records that they do not create and maintain in the normal course of their commercial business. Will the County entertain a change?

A75. No.

Q76. The RFP is somewhat confusing as to Fairfax County's role in the administration of these separate Task Orders. Will Fairfax manage all Task orders or will qualified purchasers do so? (If that is a proper term under the circumstances).

A76. Each participating public agency is responsible for the administration of its own “Task orders”.

Q77. Will all payments and invoices run through the county of Fairfax?

A77. No, each participating public agency is responsible for its own order, invoices and payments.

Q78. Does paragraph 13.5 on page 20 of the Commonwealth's provisions mean that there will be no further discussions on very controversial topics beyond this brief question and answer and that the offerors must buy in or exit the program?

A78. Offerors are encouraged to submit a response that would best meet the needs of Fairfax County and US Communities, while offering the best solution their business has to offer. Issues relative to the terms and conditions should be clearly identified in your proposal response and may be addressed in negotiations.

Q79. Does the Commonwealth want aerospace contractors or non-commercial federal contractors who are prepared to do such accounting? (The prices will reflect the added oversight if you do).

A79. We do not understand this question and cannot respond.

Q80. Will State and local Terms and Conditions from the authorized purchasers replace the general terms and conditions of Fairfax? Or, will more Conditions be added to an already heavy load of Ts&Cs at the time of ordering?

A80. Each participating jurisdiction may have other local laws, rules, regulations that would apply to their purchasing programs that are not already identified in the RFP.
Q81. Clause 58 - Payment, page 35. There is inadequate payment term. Will the County clarify the time for payment it is left unclear at present and it is a revenue recognition issue?
A81. Please reference Special Provisions paragraph 22. Normal County practice is payment made within 30 days of receipt of properly completed invoice. Please note that offerors may propose prompt payment discounts, payments may be tied to milestones, and other criteria related to specific project requirements, payments may vary depending on circumstances of procurement.

Q82. Clause 59 – Partial Payment, page 36 - What is the justification for the "may" withhold 5% language of these provisions? Another rev/req issue? What are the standards for withholding?
A82. This clause is rarely invoked, but allows the entity to withhold a portion of payment until successful completion or implementation of a solution.

Q83. Will there be the addition of a clause which prohibits all consequential, indirect and special damages for the contracts as well as a prohibition on all third party damages which are not detailed in the contract.
A83. No.

Q84. Do Fairfax County and/or US Communities anticipate multiple awards?
A84. Multiple awards are a possibility.

Q85. How many US Communities participating jurisdictions have purchased off the current contract with GTSI?
A85. During the previous 18 months, approximately 3,000.

Q86. What type of government entity does the “primary offering” refer to? In other words would this commitment pertain to GSA?
A86. The commitment pertains to all states, local governments, special districts, school districts, higher education and non-profits.

Q87. What are the expectations of small businesses that cannot market on a national basis?
A87. They should either team to accomplish a national presence or they should not submit a proposal for a National Contract Award.

Q88. If a firm wishes to respond to local award portion only what portions of the RFP are they responsible to respond to?
A88. Special Provisions, General Terms and Conditions, any part of the RFP that does not specifically mention US Communities. Your firm does not have to respond to Paragraphs 4 and 5, and Attachments I, IIA and IV.

Q89. Besides Fairfax County, what US Communities national participants are participating in the evaluation of this RFP?
A89. County of Dallas, TX, Hartford County Public School, MD, Jackson Public Health Trust, Miami/Dade, City of Houston, TX, and Charlotte/Mecklenburg County, NC. Please note that Fairfax County may also assemble a local team for local award.

Q90. Could there be a potential for a local award to become a national award?
A90. US Communities has not used this model in the past, but would consider proposals for such a transition.

Q91. If we become part of your list of suppliers, under this contract, would we have to match any price that is lower than ours by another supplier, in our area of expertise?
A91. The lowest awarded price by awarded supplier.
Q92. Is it mandatory that the 32,000 participating public agencies use this contract?
A92. No.

Q93. If we are submitting a proposal (as a Small Business) for regional area of VA and MD – do all the supplier qualifications listed in the RFP on pages 8-13 apply to us? If not, then which ones would we be exempt from us as a small regional supplier?
A93. See response to question 88.

Q94. On page 17 – section 11 – Technical Proposal – are the requirements referred to in 11.1(b) (1-4) asking us to generally discuss IT services requirements that could come up (as listed on pages 2-5 under introduction and Background).
A94. Yes.

Q95. Are these same services listed under Introduction and Background the premise for section 11.2 (preliminary work plan) and 11.3 (Treatment of the issues) on page 17?
A95. Paragraph 11.2 has been deleted and yes for 11.3.

Q96. Page 18, 11.4 c asks for resumes of staff and proposed consultants. Is the County/Us communities looking for resumes of all services personnel in relation to Section B, Technology Services/Solutions or just initial staff and consultants that will be assigned to the contract? If looking for all services personnel, as it is impossible to know when/what type of services will be needed, will the County/US Communities accept generic resumes with our response that detail the responsibility of the role and the minimum qualifications needed?
A96. The County/US Communities will accept just the resumes of initial staff and consultants that will be assigned to the contract.

Q97. For Section B, Technology Services/Solutions, while list price is available for most services, some projects/solutions don’t have list prices, due to the variables involved. Will the county/US Communities accept a mix of both a discount from list and cost plus?
A97. Yes, as well a labor rate matrix.

Q98. What are the codes by each vendor in Attachment V mean?
A98. Please disregard the codes.

Q99. Is there a cut off as to when the County/US Communities will accept questions in reference to the RFP?
A99. Yes, all questions must be submitted no later than Wednesday, November 19, 2008 @ 6:00 P.M.
This ADMINISTRATION AGREEMENT (THIS “Agreement”) is made this _____ day of __________, ______, between the U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) and __________ (herein “Supplier”).

RECIPIENTS

WHEREAS, the __________________ (herein “Lead Public Agency”) has entered into a Master Agreement dated __________, Agreement No. ________, by and between the Lead Public Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of ___________________ (herein “Product & Services”);

WHEREAS, said Master Agreement provides that any state, local government, school district, higher education institution, other government agency and nonprofit organizations (herein “Participating Public Agencies”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, U.S. Communities is an instrumentality of government with the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies with regard to other Master Agreements offered through the 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 and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis throughout the United States;

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

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit I 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.

3. 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 the U.S. Communities under this Agreement including, but not limited to, the Supplier’s obligation to provide the indemnification and insurance.

4. The Supplier shall perform all of its duties, responsibilities and obligations in the time and manner as required to be performed by the Supplier as set forth in the Master Agreement.
5. 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 hereby agrees that the Agency shall act in the capacity of administrator of purchases under the Master Agreement.

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

TERM OF AGREEMENT

2. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that all indemnifications afforded by the Supplier to U.S. Communities shall survive the term of this Agreement.

MUTUAL COMMITMENTS

3. U.S. Communities Commitments to Program Suppliers

Marketing – U.S. Communities will proactively and jointly market the Supplier’s contract to Agencies nationwide throughout the United States through a network of major sponsors (NLC, NACo, USCM, ASBO & NIGP) and state-level sponsors. In addition the U.S. Communities staff will enhance the Supplier’s marketing efforts through in-person meetings with public agencies, participation in key events and tradeshows and by providing online tools to the Supplier’s sales force.

Training – U.S. Communities is dedicated to training and educating the Supplier sales force. The U.S. Communities Program Managers’ primary focus is the education, training and engagement of the Supplier’s sales force. The Program Managers will conduct face to face training sessions as well as conduct joint calls to major Public Agencies. This direct support of the field is enhanced by a Supplier login that provides presentations, documents and information to assist the Supplier field sales force in effectively promoting their U.S. Communities contract.

Knowledge Management Support – U.S. Communities will provide resources and tools to enable the Supplier to leverage the program’s knowledge and data. Prior to implementation, the Supplier’s sales force will be provided access to a private login site that contains marketing, training and targeting data.
SUPPLIER COMMITMENTS

U.S. Communities views the relationship with an awarded Program Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Suppliers.

The successful foundation of the partnership requires Commitments from both U.S. Communities and the Suppliers. U.S. Communities asks each Supplier to make the Commitments set forth below to ensure Supplier is providing the highest level of public benefit to Participating Public Agencies:

Each supplier is required to make four commitments to insure the overall success of the national program. These commitments are incorporated into the Agreement:

A. Corporate – A commitment that U.S. Communities is actively supported by Supplier’s senior executive management with a focus on the following:

   • U.S. Communities will be the Supplier’s primary offering to states, local governments, school districts, and higher education institutions in the United States of America; and other government agencies and nonprofit organizations herein collectively all known as “Participating Public Agencies”.

   • A commitment that Supplier shall make all existing Participating Public Agencies that do business with the Supplier aware of the value and pricing benefits of the U.S. Communities contract.

   • Upon authorization by the Participating Public Agency transition such Participating Public Agencies to the Supplier’s U.S. Communities contract.

B. Pricing – A commitment that Supplier’s U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Participating Public Agencies. If a Participating Public Agency is otherwise eligible for lower pricing through any other Supplier contract, the Supplier will match the pricing under U.S. Communities.

C. Economy - A commitment that the supplier will demonstrate the pricing advantage of U.S. Communities over alternative competitive solicitation pricing and will proactively offer U.S. Communities as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

D. Sales – A commitment that the Supplier will market U.S. Communities throughout the United States through a Supplier sales force or dealer network that is properly trained, engaged and committed to offering U.S. Communities as Supplier’s primary offering to Participating Public Agencies.

The Corporate, Pricing, Economy and Sales Commitments are the foundation of the relationship between U.S. Communities and its suppliers. The Commitments are not negotiable. If a supplier is found to be in violation and/or non-compliance with one or more of the U.S. Communities Commitments, the supplier will have ninety days to provide resolution and come into compliance. Failure to do so will result in removal from the U.S. Communities national program.

SUPPLIER’S INITIAL: ________
DATE: ________
PROGRAM STANDARDS

U.S. Communities recognizes that each Supplier has a successful business model, and may choose to manage the U.S. Communities program in a variety of ways that best suit the Supplier’s organization and market approach.

The following are Program Standards intended to assist the Supplier in successfully implementing the U.S. Communities contract:

**Senior Management Account Representative and Team** – The Supplier shall provide a Senior Management Account Representative with the authority and responsibility for the overall success of the U.S. Communities contract within the Supplier’s organization. The supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from U.S. Communities concerning new public agency registrations and for ensuring timely follow up by the Supplier’s staff to requests for contact from public agencies. Additionally, the supplier shall provide the personnel necessary to implement and support a supplier-based internet web page dedicated to the Supplier’s U.S. Communities program and linked to the U.S. Communities website.

**Participating Public Agency Access** - Establish the following communication links to facilitate customer access and communication:

- A dedicated U.S. Communities internet web-based homepage with:
  - U.S. Communities standard logo with Founding Co-Sponsors;
  - Copy of original Request for Proposal or Invitation to Bid;
  - Copy of contract and amendments between Lead Public Agency and Supplier;
  - Summary of products and pricing;
  - Electronic link to U.S. Communities’ online registration page;
  - Other promotional material as desired.

- A dedicated toll free national hotline for U.S. Communities

- A dedicated email address for general inquiries, “uscommunities@name of supplier.com”

**Electronic Registration** - The Supplier is responsible for ensuring that each Participating Public Agency has completed U.S. Communities’ online registration process prior to processing the Participating Public Agency’s first sales order.

**Sales Report** - The supplier is responsible for accurate and timely reporting of all Participating Public Agency sales. Suppliers are required to comply with the following key reporting requirements:

The report is to be submitted within 30 days of the previous month’s Participating Public Agency sales in the prescribed format set forth in the Agreement.

**Exception reporting** – U.S. Communities will send to each vendor an exception report that details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed within thirty (30) days of receipt of such exception report.
Online Reporting - Within 60 days of each calendar quarter, U.S. Communities will provide online reporting available to the supplier with updated sales reporting. The supplier will be asked to follow up and report back within 30 days of receiving the notification on specific reports available to them online.

Administrative Fees - The supplier is responsible for paying to U.S. Communities an administrative fee on all Participating Public Agency sales volumes within 30 days of the previous month’s Participating Public Agency sales as set out in the Agreement. Reported sales volumes and respective administrative fee payments shall be denominated in U.S. Dollars.

Quarterly Review - U.S. Communities will schedule a quarterly meeting with the supplier to evaluate the supplier’s performance of Supplier Commitments and Program Standards outlined herein.

U.S. Communities Awareness - U.S. Communities is responsible for marketing the overall U.S. Communities concept and program to Participating Public Agencies. U.S. Communities marketing is intended to supplement and enhance the direct sales effort of the supplier. The supplier assists by providing camera-ready logos and by participating in related trade shows and conferences.

Supplier Sales - Supplier is responsible for proactive direct sales of supplier’s goods and services to public agencies nationwide and the timely follow up to leads established by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the U.S. Communities logo. U.S. Communities will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the supplier’s sales initiatives should communicate:

- Contract was competitively solicited by a Lead Public Agency;
- Best government pricing
- No cost to participate
- Non-exclusive contracts

Branding and Logo Compliance – Supplier is responsible for complying with the U.S. Communities branding and logo standards and guidelines. U.S. Communities related marketing material must be submitted to U.S. Communities for review.

Sales Force Training - Supplier is responsible for the training of its national sales force on the U.S. Communities contract. U.S. Communities is available to train regional or district managers and generally assist with the education of sales personnel.

SUPPLIER’S INITIAL: _________
DATE: __________
FEES & REPORTING

11. Supplier shall pay U.S. Communities a monthly administrative fee in the amount of 1% of the total purchase price for the first $10 million in annual sales; 1.5% of the total purchase price for the next $10 million in annual sales; 2% of the total purchase price for the next $320 million in annual sales; and 2.5% of the total purchase price for annual sales of $340 million and beyond, excluding taxes, for all purchases under the Master Agreement and provide the Agency with an electronic accounting report, in a format prescribed by the Agency, summarizing all purchases under the Master Agreement. Monthly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month.

12. Supplier shall at its expense maintain an accounting of all purchases made by Participating Public Agencies. U.S. Communities and Lead Public Agency reserve the right to audit the accounting for a period of four (4) years from the date the U.S. Communities receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Lead Public Agency or U.S. Communities. Monthly reports and the monthly administrative fee are due within 30 days of the previous month’s Participating Public Agency sales as set forth above. The 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 fee to program sponsors and state associations of government.

13. Failure to provide a monthly report and/or payment of the administrative fee within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Lead Public Agency’s sole discretion or this Agreement at the U.S. Communities sole discretion. All administrative fees not paid within 30 days of the previous month’s Participating Public Agency sales shall bear interest at the rate of 1 1/2% per month until paid. Administrative fee payments shall be made by check or wire to U.S. Communities or the Designee or Trustee as may be directed in writing by U.S. Communities.

14. U.S. Communities or its designee may, at its sole discretion, compare public agency records with reports submitted by Supplier. If there is a discrepancy, U.S. Communities will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to the U.S. Communities reasonable satisfaction. If the Supplier does not so resolve the discrepancy, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier’s reports and Supplier shall be obligated to reimburse U.S. Communities costs and expenses for such audit.
GENERAL PROVISIONS

15. 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.

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

17. This Agreement and U.S. Communities rights and obligations hereunder may be assigned at 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.

18. 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.

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

B. Lead Public Agency

C. Supplier

Attn: U.S. Communities Program Manager

19. 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.

20. 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.

21. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
22. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California as a contract executed and delivered within the State of California and to be fully performed within the State of California.

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

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

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

Signature________________________

By ____________________________
   [Typed name]

SUPPLIER: ______________________

Signature________________________

By ____________________________
   [Typed name]
Addendum #1 – Affiliated Programs

U.S. Communities recently established Canadian Communities, an affiliated program in Canada to offer certain qualified contract awards. U.S. Communities will continue to explore other international opportunities as practical based upon the capacity of contract suppliers to properly serve public agencies internationally.

Understanding that all Suppliers may not have the capacity or want to focus on Canadian Communities or other affiliated programs, U.S. Communities offers these opportunities on a voluntary basis to Suppliers.

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

__________ Supplier wishes to participate and has the capacity to serve Canadian public agencies and other international opportunities, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

__________ Supplier does not wish to participate in Canadian Communities and other international opportunities.

SUPPLIER: __________________

Signature ____________________

By __________________________
[Typed name]
ADMINISTRATION AGREEMENT GUIDELINES

Corporate Commitment Guidelines

1. The supplier must demonstrate in their RFP response and throughout the term of their contract that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as an executive(s) with companywide authority.

2. The supplier’s field force (direct and/or authorized dealer / rep agency etc.) must lead with their U.S. Communities contract when calling on public agencies nationwide. If the supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) U.S. Communities is required to be the lead offering not just one of the supplier’s options. If a supplier meets resistance or an objection to utilizing U.S. Communities from a public agency, prior to offering an alternate contract option, the suppliers sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the public agency’s objection then the supplier is permitted to pursue other options.

3. In states where the supplier has an existing state contract, U.S. Communities expects the supplier to notify the state of its U.S. Communities contract and transition the state to U.S. Communities upon the state’s request. Regardless of whether or not the state decides to transition to U.S. Communities, U.S. Communities expects the supplier to lead with the U.S. Communities contract to the local public agencies within the state. Local public agencies include but are not limited to: counties, cities, school districts, special districts, community colleges, colleges, universities and non-profits. The above applies to other cooperatives held by the supplier.

4. U.S. Communities recognizes that the main value for a supplier to participate in the U.S. Communities program is to generate new incremental revenue. To ensure the credibility of the program U.S. Communities requires its suppliers to inform their existing public agency customers of their U.S. Communities contract. If an existing public agency client requests to be transitioned to the supplier’s U.S. Communities contract, U.S. Communities expects the supplier to transition the client and report the client’s purchases to U.S. Communities going forward.

SUPPLIER’S INITIAL: __________
DATE: __________
Supplier Pricing Commitment Compliance Guidelines

It is U.S. Communities expectation that the standard pricing offered through the supplier’s U.S. Communities contract is generally the lowest overall available pricing net to buyer to state and local agencies nationwide. The supplier does have recourse available to come into compliance with the U.S. Communities pricing commitment when a pre-existing contract and / or a public agency’s unique buying pattern provide one or more public agencies a lower price than the supplier’s U.S. Communities contract. The following options are intended for limited use and not as a routine business practice.

1. If the supplier has a contract that is available to one or more public agencies that offers lower pricing than their U.S. Communities contract, the supplier is required to match the pricing under the U.S. Communities contract and make the eligible public agencies aware that the lower pricing is available under their U.S. Communities contract. If one or more of the eligible agencies request to transition to the U.S. Communities contract, the supplier is expected to transition the agency and report the agency’s purchases under the U.S. Communities contract going forward. The price match only applies to eligible agencies. Below are three examples of contracts and eligible agencies.

   a. The supplier holds a state contract with lower pricing that is available to all public agencies within the state. The supplier would match the lower state pricing under U.S. Communities and make it available to all public agencies within the state.

   b. The supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. The supplier would match the lower cooperative pricing under U.S. Communities and make it available to the ten public agency cooperative members.

   c. The 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. The supplier would be required to match the lower pricing under the U.S. Communities contract and make it available only to the individual public agency.

2. Occasionally U.S. Communities and its suppliers interact with a public agency that has a buying pattern that is a large deviation from the normal public agency buying pattern that causes the supplier’s U.S. Communities pricing to be non-competitive and / or higher than an alternative contract held by the supplier. The cause could be created by a unique end user preference or requirement. When this occasion arises the supplier has the ability to address the issue by lowering the price under the U.S. Communities contract on the item(s) causing the large deviation. The supplier would not be required to lower the price for other agencies.

SUPPLIER’S INITIAL: ________
DATE: __________
Public Agency Solicitation Response Guidelines

While it is the objective of the U.S. Communities program to have public agencies piggyback on the contracts rather than issue their own bids and RFPs, U.S. Communities recognizes that for various reasons many public agencies will issue their own solicitations. The following options are available to U.S. Communities Suppliers when responding to Public Agency solicitations.

1. Respond with your U.S. Communities contract pricing. If successful the sales would be reported under U.S. Communities.
2. If competitive conditions required pricing lower than the standard U.S. Communities contract pricing, the supplier can submit lower pricing through the U.S. Communities contract. If successful the sales would be reported under U.S. Communities.
3. Do not respond to the bid or RFP. Make the U.S. Communities contract available to the agency to compare against their solicitation responses.
4. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers’ U.S. Communities contract pricing.
5. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers U.S. Communities contract pricing. If an alternative response is permitted offer the U.S. Communities contract as an alternative for their consideration.

SUPPLIER’S INITIAL: ________
DATE: _________
Reporting Procedures

Within 30 Days of the previous month’s Participating Public Agency sales, monthly reporting is due in the required format. Monthly reporting will include sales reporting for U.S. and Canada, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

Submitted reports will be verified by U.S. Communities against their registration database. Any data that differs with the registration database will be changed prior to processing.

U.S. Communities will send to each supplier an error report which details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following monthly sales report. Any questions should be directed to U.S. Communities in writing to mteixeira@uscommunities.org.

Within 60 days of each calendar quarter, U.S. Communities will provide online reporting available to suppliers, sponsors and agencies with updated quarterly reports. The suppliers will be asked to follow up and report back within 15 days of receiving the notification on specific reports available to them online. In general, these are the areas of concern that suppliers will be requested to review and report back on:

<table>
<thead>
<tr>
<th>Report Name</th>
<th>Follow up with U.S. Communities</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Qtr Drop Sales Analysis</td>
<td>Financial &amp; Reporting Manager</td>
</tr>
<tr>
<td>Zero States Sales Report</td>
<td>Program Manager</td>
</tr>
<tr>
<td>Registered Agency Without Sales Report</td>
<td>Program Manager</td>
</tr>
</tbody>
</table>

The above reports are available under your supplier login and are found under “Sales Report.” Other reports that are also available and are useful in resolving reporting issues and enabling you to better manage your U.S. Communities contract are:

- Agency Sales by Population/Enrollment Report
- Hot Prospect Sales Report
- New Lead Sales Report
- State Comparison Sales Report
- Advisory Board Usage Report
- Various Agency Type Comparison Reports
- Sales Report Builder

If upon review of sales reports or sales analysis by agencies, sponsors, advisory board members or U.S. Communities staff, a sales reporting discrepancy is highlighted, suppliers will be informed of follow up requirements by e-mail. Suppliers will be expected to provide to U.S. Communities data that sufficiently clarifies sales issues in question in a timely manner so as to be resolved to U.S. Communities’ and Lead Agency’s reasonable satisfaction within 30 days of written request; and if not resolved U.S. Communities will have the right to conduct an audit and subject late fees to the sales in question. If past due fees are determined payable, once amount is determined, Wells Fargo must receive payment by supplier within 15 days.