



**Attachment A, Price**

Notice of Award  
RQ11-205753-10A  
Page 3

Description	% Discount from Safeware & Mallory's List Price
Personal Protective Equipment (PPE)	41%
Explosive Device Mitigation and Remediation Equipment	41%
Environmental Monitoring	41%
CBRNE Search & Rescue Equipment	41%
Interoperable Communications Equipment	41%
Detection Equipment	41%
Decontamination Equipment	41%
Hazardous Materials Storage	41%
Spill Control and Containment	41%
Physical Security Enhancement Equipment	41%
Fire and Emergency Response	41%
Traffic Safety	41%
Facility Safety and Maintenance	41%
Fall protection and Confined Space	41%
Medical and First aid Supplies	41%
CBRNE Reference Materials	41%
Related Services	41%
Other Non-listed Public Safety, Law Enforcement and Fire Equipment	41%

The attached technical service, rental and training price lists are added and Contractor agrees that the pricing is the maximum rate and/or pricing allowed under this contract. In addition, pricing may be negotiated to a lower rate and/or price.

The 41% discount will be taken from Safeware and Mallory's list price. Items not specifically listed in the catalog may be purchased under this Contract at the above noted discount rate.



## Safeware & Mallory Technical Service Rates

\*Onsite Service may include travel and accommodation charges

Regulator Flow Testing:	Scott, MSA, Survivaair, and Draeger Interspiro	*Includes Batteries as needed	Price Discount	US Com Price	UOM
		*Includes Batteries as needed	65.00	10%	58.50 EA
			95.00	10%	85.50 EA
<b>Hydrostatic Testing (cylinders up to 4500psi)</b>	includes: Devalving, Hydro Test and O-ring replacement	*Excludes Refill	27.00	10%	24.30 EA
<b>Cylinder Refill up to 4500 psi</b>	*Hazmat shipping fee's apply for refilled cylinders		8.00	10%	7.20 EA
<b>Portable Gas Detection</b>	Preventative Maintenance, Calibration, Software updates and Evaluation	*Price based on standard 4 gas mix	170.00	10%	153.00 EA
<b>Respirator fit test</b>	QUALITATIVE MANUAL FIT TEST QUANTITATIVE COMPUTER FIT	*per mask *per mask	25.00 45.00	10% 10%	22.50 EA 40.50 EA
<b>Level A Suit Pressure Test and Certification</b>	NOTE: Suits must be decontaminated with letter of decon certification attached to each suit before work can be performed		105.00	10%	94.50 EA
<b>Mask Cleaning SCBA Cleaning</b>	Cleaning of Face Mask Mask, Tank, Case and Cylinder refill	*Replacement parts not included *Replacement parts not included	50.00 75.00	10% 10%	45.00 EA 67.50 EA
<b>Fire Hose Testing</b>	Fire Hose pressure test (Price per foot)		0.85	10%	0.77 EA
<b>Labor Charges</b>					
<b>Gas Detection Evaluation Charge</b>	Per Hour Repair Labor Charge Evaluation Fee for refused repair of unit	*Fee is waived if customer replaces equipment through Safeware	95.00 75.00	10% 10%	85.50 EA 67.50 EA
<b>Rush Charge</b>	Puts repair unit ahead of all other units (per unit charge)	*Completion of rush unit dependent on parts and availability	100.00	10%	90.00 EA
<b>Pick up / Delivery</b>	Per Occurrence Fee	*Available up to 60 mile radius from service center	150.00	10%	135.00 EA
<b>On-site Fee</b>	Additional charge (above service fees) to perform available services on-site	*Available up to 60 mile radius from service center *Onsite Service may include travel and accommodation charges *Call for price quote and availability for additional mileage	650.00	10%	585.00 EA
<b>Emergency Response</b>	After Hours emergency response fee	*Per Hour Additional fee	125.00	10%	112.50 EA



ADDITION SERVICES		Price Discount	US Com Price	UOM
DBI	DBI 3400115 SRL 50ft	10%	540.00	EA
DBI	DBI 3400407 SRL 130ft	10%	821.00	EA
DBI	DBI 3504450 SRL ULTRLOK 50ft	10%	738.90	EA
DBI	DBI 3000150 SRL 39ft	10%	286.00	EA
Miller	Mighty Lite RL20, RL530 SRLS	10%	340.00	EA
Miller	Mighty Lite RL30, 50, 65 SRLS	10%	253.00	EA
Miller	Mighty Lite RL100, 130 SRLS	10%	227.70	EA
Miller	M52 & 52 SRL's w/retrieval	10%	269.10	EA
Miller	Manhandler 8440, 8441, 8442	10%	395.10	EA
MSA	Dynalock 20'	10%	450.00	EA
TSI	Port Count 8020	10%	180.00	EA
Smiths Detection	APD2000	10%	524.00	EA
Elwood Safety	Electrical Gloves Testing	10%	875.00	EA
Elwood Safety	Electrical Blanket Testing	10%	605.00	EA
Elwood Safety	Electrical Sleeves Testing	10%	21.95	EA
Elwood Safety	Electrical Hot Sticks	10%	23.00	EA
Drager	Drager CMS Unit - Gas detection analyzer	10%	6.00	EA
Pro Engine	AP2C - Chemical Contamination Control Device	10%	149.00	EA
			693.00	EA
			486.00	EA
			738.90	EA
			257.40	EA
			306.00	EA
			227.70	EA
			269.10	EA
			395.10	EA
			450.00	EA
			180.00	EA
			524.00	EA
			875.00	EA
			605.00	EA
			21.95	EA
			23.00	EA
			20.70	EA
			20.70	EA
			5.40	EA
			134.10	EA
			623.70	EA



FIRE RELATED SERVICES	Price	Discount	US Com Price	UOM
Not available in all areas				
<b>Portable Fire Extinguishers</b>				
Flat rate Minimum Service Charge for individual sites with 1 to 8 fire extinguishers	45.00	10%	40.50	EA
Annual Fire Extinguisher inspection per NFPA #10 standards	5.50	10%	4.95	EA
<b>Hydrostatic Testing Per Extinguisher</b>				
Dry Chemical/H2O/K-Class (Low Pressure)	12.00	10%	10.80	EA
CO2, SCBA, (High Pressure)	16.00	10%	14.40	EA
6 year Maintenance for dry chemical extinguishers	10.00	10%	9.00	EA
<b>Recharge Fire Extinguishers (not including repair parts)</b>				
Dry Chemical ABC/BC	25.00	10%	22.50	EA
Dry Chemical ABC/BC 20lb	20.00	10%	18.00	EA
Dry Chemical ABC/BC 10lb	16.00	10%	14.40	EA
Dry Chemical ABC/BC 5lb	14.00	10%	12.60	EA
Dry Chemical ABC/BC 2-1/2lb	16.00	10%	14.40	EA
CO2 20lb	15.00	10%	13.50	EA
CO2 15lb	12.00	10%	10.80	EA
CO2 10lb	10.00	10%	9.00	EA
CO2 5lb	10.00	10%	9.00	EA
H2O	10.00	10%	9.00	EA
Class K (6 Liter)	85.00	10%	76.50	EA
<b>Kitchen Hood Fire Suppression Service</b>				
Semi-Annual test and inspection per NFPA Standards	75.00	10%	67.50	EA
\$15.00 each for each extra cylinder per system.				
Fusible link detectors changed semi-annually per NFPA Standards	10.00	10%	9.00	EA
<b>Fire Alarm System test and inspection per NFPA Standards</b>				
Control Panel	150.00	10%	135.00	EA
Individual Devices (pull station, horn strobe, detector etc)	10.00	10%	9.00	EA



Safeware & Mallory Rental Pricing For US Communities

Jun-11

	Published Price				US Communities Price		
	Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
<b>Confined Space/Multi Gas Meters</b>							
4 gas meter w/ pump LEL, O2, CO, H2S	\$75.00	\$225.00	\$675.00	10%	\$67.50	\$202.50	\$607.50
<b>PID's with Multi Gas Sensors</b>							
RAE Systems MultiRAE w/ Datalogging (PID/LEL/O2/CO/H2S)	\$100.00	\$300.00	\$900.00	10%	\$90.00	\$270.00	\$810.00
<b>Photoionization Detectors (PIDs)</b>							
RAE Systems MultiRAE w/datalogging (PID/LEL/O2/CO/H2S)	\$100.00	\$300.00	\$900.00	10%	\$90.00	\$270.00	\$810.00
RAE Systems ppbRAE	\$280.00	\$700.00	\$1,800.00	10%	\$252.00	\$630.00	\$1,620.00
RAE Systems MiniRAE 2000 (10.6eV)	\$120.00	\$340.00	\$1,000.00	10%	\$108.00	\$306.00	\$900.00
<b>Radiation Monitors</b>							
CALL							
<b>Combustible Gas Leak Detectors - Sniffers</b>							
	\$46.00	\$100.00	\$250.00	10%	\$41.40	\$90.00	\$225.00
<b>Single Gas Meters</b>							
Single gas meter with H2S, CO or O2	\$50.00	\$110.00	\$300.00	10%	\$45.00	\$99.00	\$270.00
Single gas meter with NH3, HCN, CL2, SO2, NO or NO2	\$100.00	\$180.00	\$440.00	10%	\$90.00	\$162.00	\$396.00
<b>Tripods and Winches / Entry Kits</b>							
<b>Confined Space Entry System (includes 3 items below)</b>							
7' Adjustable Tripod	\$30.00	\$100.00	\$225.00	10%	\$27.00	\$90.00	\$202.50
SRL with Retrieval/Fall Protection (50')	\$50.00	\$140.00	\$400.00	10%	\$45.00	\$126.00	\$360.00
Manload Winch (60')	\$55.00	\$165.00	\$495.00	10%	\$49.50	\$148.50	\$445.50
<b>Confined Space Entry System (includes 5 items below)</b>							
4-Gas Monitor w/pump LEL, O2, CO, H2S	\$75.00	\$225.00	\$675.00	10%	\$67.50	\$202.50	\$607.50
7' Adjustable Tripod	\$30.00	\$100.00	\$225.00	10%	\$27.00	\$90.00	\$202.50
SRL with Retrieval/Fall Protection (50')	\$50.00	\$140.00	\$400.00	10%	\$45.00	\$126.00	\$360.00
Manload Winch (60')	\$55.00	\$165.00	\$495.00	10%	\$49.50	\$148.50	\$445.50
Ventilation Package (A/C Powered)	\$60.00	\$180.00	\$540.00	10%	\$54.00	\$162.00	\$486.00
<b>UCL Adjustable Davit Arm Hoist (Where a tripod doesn't work)</b>							
Complete mast unit w/ man winch 70' cable (choose a base below)	\$100.00	\$280.00	\$750.00	10%	\$90.00	\$252.00	\$675.00
Mobile "H" Base							
Vehicle Mount							
<b>Fall Protection - Self Retracting Lines (SRL)</b>							
DBI, Miller or MSA 50' SRL Galvanized Cable	\$50.00	\$140.00	\$400.00	10%	\$45.00	\$126.00	\$360.00
<b>Ventilation Equipment</b>							
Confined Space Kit include: (Gas or Electric blower, saddle vent, elbow, duct, carrying case)	\$90.00	\$180.00	\$550.00	10%	\$81.00	\$162.00	\$495.00
Explosion proof blower version of Confined Space Kit above	\$120.00	\$300.00	\$900.00	10%	\$108.00	\$270.00	\$810.00
A/C Axial Blower with 15' duct	\$70.00	\$150.00	\$450.00	10%	\$63.00	\$135.00	\$405.00
<b>Manhole Guards</b>							
Manhole Guard, yellow tubular steel, collapsible	\$30.00	\$60.00	\$240.00	10%	\$27.00	\$54.00	\$216.00
<b>Breathing Apparatus</b>							
30 Minute SCBA Industrial	\$80.00	\$190.00	\$550.00	10%	\$72.00	\$171.00	\$495.00
Extra SCBA Bottle - 30 minute	\$20.00	\$60.00	\$160.00	10%	\$18.00	\$54.00	\$144.00
60 Minute SCBA Industrial	\$110.00	\$290.00	\$720.00	10%	\$99.00	\$261.00	\$648.00
Extra SCBA Bottle - 60 minute	\$20.00	\$60.00	\$160.00	10%	\$18.00	\$54.00	\$144.00
Emergency Escape Pack with hood - 5 minute or 10 minute	\$20.00	\$60.00	\$180.00	10%	\$18.00	\$54.00	\$162.00
Supplied Air Full Face PD Respirator w/ 5 min Escape Pak & Hansen fittings	\$60.00	\$150.00	\$400.00	10%	\$54.00	\$135.00	\$360.00
4 Person Manifold w/ Regulator	\$50.00	\$100.00	\$300.00	10%	\$45.00	\$90.00	\$270.00
50' Hose	\$20.00	\$50.00	\$100.00	10%	\$18.00	\$45.00	\$90.00
100' Hose	\$28.00	\$60.00	\$150.00	10%	\$25.20	\$54.00	\$135.00
Pigtail (connects two bottles)	\$10.00	\$30.00	\$60.00	10%	\$9.00	\$27.00	\$54.00
Breathing Air Filtration Box: 50 CFM 6/4 Outlets, Portable Grade D filtration	\$100.00	\$260.00	\$690.00	10%	\$90.00	\$234.00	\$621.00



	Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
<b>Personal Air Sampling Equipment</b>							
MSA Escort ELF	\$38.00	\$76.00	\$240.00	10%	\$34.20	\$68.40	\$216.00
MSA Escort ELF (5 Pack)	\$120.00	\$350.00	\$980.00	10%	\$108.00	\$315.00	\$882.00
MSA Gemini Twin Port Sampler 0 to 500 ml/min	\$16.00	\$30.00	\$60.00	10%	\$14.40	\$27.00	\$54.00
MSA 10mm cyclone assembly	\$16.00	\$30.00	\$60.00	10%	\$14.40	\$27.00	\$54.00
MSA Digical sampling Calibrator	\$32.00	\$96.00	\$340.00	10%	\$28.80	\$86.40	\$306.00
<b>High Volume Air Sampling Equipment</b>							
Rotary vane pump (3-20 LPM) A/C Version	\$70.00	\$140.00	\$350.00	10%	\$63.00	\$126.00	\$315.00
<b>Hand Operated Air Sampling Equipment</b>							
MSA Kwik Draw Deluxe Pump	\$26.00	\$52.00	\$150.00	10%	\$23.40	\$46.80	\$135.00
<b>Indoor Air Quality</b>							
IAQ Monitor (CO, CO2, Temp., Humidity)	\$200.00	\$400.00	\$1,200	10%	\$180.00	\$360.00	\$1,080.00
IR - CO2 Meter (0-10%)	\$130.00	\$300.00	\$900	10%	\$117.00	\$270.00	\$810.00
<b>Respirator Fit Test Equipment - Quantitative</b>							
TSI PortaCount Plus - Respirator Fit Tester	\$250.00	\$650.00	\$1,990.00	10%	\$225.00	\$585.00	\$1,791.00
TSI N95 Companion	\$200.00	\$540.00	\$1,200.00	10%	\$180.00	\$486.00	\$1,080.00
OHD Fit Tester	\$150.00	\$600.00	\$900.00	110%	\$135.00	\$540.00	\$810.00
<b>Adapter (Specify Brand &amp; Model Number)</b>	\$30.00	\$70.00	\$140.00	10%	\$27.00	\$63.00	\$126.00
3M 6000 & 7000 series FT adaptor							
Scott Xcel 1/2 mask FT adaptor							
Fit Test Adapter MSA QuickCheck I - Demand style UltraVue Facepieces							
Fit Test Adapter MSA QuickCheck II - All Comfo models, Duo-Twin, Ultra-Twin							
Fit Test Adapter MSA QuickCheck III - Ultra Elite Full Facepiece							
Fit Test Adapter MSA QuickCheck IV - Ultra Elite & UltraVue w/ 1/4 turn disconnect							
Fit Test Adapter MSA QuickCheck 1000 - Advantage 1000							
Fit Test Adapter Advantage Adapter - Use with A5859A Advantage 200 and 1000							
Fit Test Adapter Scott AV2000 - Scott-o-Visa, AV-2000							
Fit Test Adapter 3M 601 - Bayonet attachment with 2091 or 7093 filters							
Fit Test Adapter Survivalr - 4000 Series MED							
Fit Test Adapter North - 821K							
Fit Test Adapter North - Full/Half Mask							
Mask Converter North - 80004(s) to 7700-23 (5400, 5500, 7600, 7700, 7800)							
Fit Test Adapter Interspiro							
<b>Sound Level Meters</b>							
Quest Type 2 SLM w/ Calibrator	\$80.00	\$220.00	\$640.00	10%	\$72.00	\$198.00	\$576.00
Quest Type 2 SLM w/ Calibrator, Datalogging	\$120.00	\$320.00	\$780.00	10%	\$108.00	\$288.00	\$702.00
Laptop Computer with Quest Software Suite for datalogging	\$120.00	\$340.00	\$740.00	10%	\$108.00	\$306.00	\$666.00
Quest Model OB-300 Octave Band Analyzer	\$90.00	\$200.00	\$560.00	10%	\$81.00	\$180.00	\$504.00
Quest Model OB-100 Octave Band Analyzer	\$60.00	\$130.00	\$320.00	10%	\$54.00	\$117.00	\$288.00
Quest VA-S08C Vibration Adapter	\$70.00	\$220.00	\$700.00	10%	\$63.00	\$198.00	\$630.00
Tripod	\$10.00	\$20.00	\$40.00	10%	\$9.00	\$18.00	\$36.00
<b>Temperature Meters</b>							
Quest Temp 10 Personal Heat Stress Monitor	\$100.00	\$230.00	\$640.00	10%	\$90.00	\$207.00	\$576.00
<b>Automated External Defibrillators</b>							
Cardiac Science Powerheart AED	n/a	\$500.00	\$1,200.00	10%		\$450.00	\$1,080.00
<b>Fire Extinguishers</b>							
20 # ABC	\$8.00	\$20.00	\$48.00	10%	\$7.20	\$18.00	\$43.20

Standard or Expedited Shipping costs are not included.  
 Some material may require hazardous material shipping.  
 Other rental equipment available, call for information



## Safeware & Mallory Safety Training

June-11

Classroom or onsite Training	Published Price	Discount	US Com Price
Half Day	\$975.00	10%	\$ 877.50
Full Day	\$1,500.00	10%	\$ 1,350.00
Travel Rate half Day	\$487.50	10%	\$ 438.75
Travel Rate Full Day	\$750.00	10%	\$ 675.00

### Training Classes:

Job Safety Analysis/Job Hazard Analysis

Ladder Safety

Lead Safety

Lockout/Tagout Electrical Safety (authorized, affected and other)

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

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  
Customer Specific Safety Training  
Local Government Challenges in Safety

Other Classes available, onsite or classroom  
Maximum quantity of students vary with course  
Customized classes available  
Basic Training material included  
Additional equipment may be required and is not included in rates  
Travel and accommodations not included  
Halfday minimum  
Training facilities provided by customer  
Commercial training facilities can be provided as a passthrough  
Some courses may require multiple days



# County of Fairfax, Virginia

## NOTICE OF AWARD

Date: **JUL 11 2011**

CONTRACT TITLE: Public Safety and Emergency Preparedness and Related Services

CONTRACT NUMBER: RQ11-205753-10A

COMMODITY CODE: 99042

CONTRACT PERIOD: September 1, 2011 through September 30, 2014

RENEWALS: Four (4) One-Year Options  
(or a combination of the years)

SUPERSEDES CONTRACT: RQ06-814063-10A

CONTRACTOR:

A. Safeware, Inc.  
3200 Hubbard Road  
Landover, MD 20785-2005

VENDOR CODE:

B521152883 02

Contact: Charles Radcliffe, Vice President  
Phone: 301-683-1212 ext. 1051  
Fax: 301-683-1240 fax  
E-mail: [cradcliffe@safewareinc.com](mailto:cradcliffe@safewareinc.com)

For ordering, go to [www.safewareinc.com](http://www.safewareinc.com)

DELIVERY: N/A

TERMS: Net 30 Days

FOB: Destination

PRICES: See Attached Pricing Schedule

DPSM CONTACT: Lonnelle Robinson, CPPB, Contract Specialist Supervisor  
Telephone: 703-324-3281  
Fax: 703-324-3228  
E-mail:

**Department of Purchasing & Supply Management**

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

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

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



Notice of Award  
RQ11-205753-10A  
Page 2

ORDERING INSTRUCTIONS:

Any county department may enter into iCASPS (County and Schools Procurement System) a purchase requisition indicating the item/service required, the quantity, the payment terms and the delivery date. The purchase requisition must be annotated with the contract number.

Requests exceeding the small purchase threshold will be routed to DPSM and a purchase order will be executed.

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Lonnette Robinson, CPPB  
Contract Specialist Supervisor

DISTRIBUTION:

Finance – Accounts Payable/e  
FRD – Christina Fisher/e  
FCPD – Andrea Moss/e  
FCPD – Rick Miller/e  
DPSC – Vijay Sood/e  
DPWES, Noman Control Pollution Plant – Cliff Davis/e  
Sheriff's Office – Theresa Oss  
COG – Tom Savoie  
U.S. Communities – Scott Wilson

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



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<b>Portable Gas Detection</b>				
Preventative Maintenance, Calibration, Software updates and Evaluation	170.00	10%	153.00	EA
<b>Respirator fit test</b>				
QUALITATIVE MANUAL FIT TEST	25.00	10%	22.50	EA
QUANTITATIVE COMPUTER FIT	45.00	10%	40.50	EA
<b>Level A Suit Pressure Test and Certification</b>				
NOTE: Suits must be decontaminated with letter of decon certification attached to each suit before work can be performed	105.00	10%	94.50	EA
<b>Mask Cleaning SCBA Cleaning</b>				
Cleaning of Face Mask	50.00	10%	45.00	EA
Mask, Tank, Case and Cylinder refill	75.00	10%	67.50	EA
<b>Fire Hose Testing</b>				
Fire Hose pressure test (Price per foot)	0.85	10%	0.77	EA
<b>Labor Charges</b>				
<b>Gas Detection Evaluation Charge</b>				
Per Hour Repair Labor Charge	95.00	10%	85.50	EA
Evaluation Fee for refused repair of unit	75.00	10%	67.50	EA
<b>Rush Charge</b>				
Puts repair unit ahead of all other units (per unit charge)	100.00	10%	90.00	EA
<b>Pick up / Delivery</b>				
Per Occurrence Fee	150.00	10%	135.00	EA
<b>On-site Fee</b>				
Additional charge (above service fees) to perform available services on-site	650.00	10%	585.00	EA
<b>Emergency Response</b>				
After Hours emergency response fee	125.00	10%	112.50	EA





FIRE RELATED SERVICES	Price	Discount	US Com Price	UOM
Not available in all areas				
<u>Portable Fire Extinguishers</u>				
Flat rate Minimum Service Charge for individual sites with 1 to 8 fire extinguishers	45.00	10%	40.50	EA
Annual Fire Extinguisher inspection per NFPA #10 standards	5.50	10%	4.95	EA
<u>Hydrostatic Testing Per Extinguisher</u>				
Dry Chemical/H2O/K-Class (Low Pressure)	12.00	10%	10.80	EA
CO2, SCBA, (High Pressure)	16.00	10%	14.40	EA
6 year Maintenance for dry chemical extinguishers	10.00	10%	9.00	EA
<u>Recharge Fire Extinguishers (not including repair parts)</u>				
Dry Chemical ABC/BC	25.00	10%	22.50	EA
Dry Chemical ABC/BC 20lb	20.00	10%	18.00	EA
Dry Chemical ABC/BC 10lb	16.00	10%	14.40	EA
Dry Chemical ABC/BC 5lb	14.00	10%	12.60	EA
Dry Chemical ABC/BC 2-1/2lb	16.00	10%	14.40	EA
CO2 20lb	15.00	10%	13.50	EA
CO2 15lb	12.00	10%	10.80	EA
CO2 10lb	10.00	10%	9.00	EA
CO2 5lb	10.00	10%	9.00	EA
H2O	10.00	10%	9.00	EA
Class K (6 Liter)	85.00	10%	76.50	EA
<u>Kitchen Hood Fire Suppression Service</u>				
Semi-Annual test and inspection per NFPA Standards	75.00	10%	67.50	EA
\$15.00 each for each extra cylinder per system.				
Fusible link detectors changed semi-annually per NFPA Standards	10.00	10%	9.00	EA
<u>Fire Alarm System test and inspection per NFPA Standards</u>				
Control Panel	150.00	10%	135.00	EA
Individual Devices (pull station, horn strobe, detector etc)	10.00	10%	9.00	EA



**Safeware & Mallory Rental Pricing For US Communities**

Jun-11

	Published Price				US Communities Price		
	Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
<b>Confined Space/Multi Gas Meters</b>							
4 gas meter w/ pump LEL, O2, CO, H2S	\$75.00	\$225.00	\$675.00	10%	\$67.50	\$202.50	\$607.50
<b>PID's with Multi Gas Sensors</b>							
RAE Systems MultiRAE w/ Datalogging (PID/LEL/O2/CO/H2S)	\$100.00	\$300.00	\$900.00	10%	\$90.00	\$270.00	\$810.00
<b>Photoionization Detectors (PIDs)</b>							
RAE Systems MultiRAE w/datalogging (PID/LEL/O2/CO/H2S)	\$100.00	\$300.00	\$900.00	10%	\$90.00	\$270.00	\$810.00
RAE Systems ppbRAE	\$280.00	\$700.00	\$1,800.00	10%	\$252.00	\$630.00	\$1,620.00
RAE Systems MiniRAE 2000 (10.6eV)	\$120.00	\$340.00	\$1,000.00	10%	\$108.00	\$306.00	\$900.00
<b>Radiation Monitors</b>							
CALL							
<b>Combustible Gas Leak Detectors - Sniffers</b>							
	\$46.00	\$100.00	\$250.00	10%	\$41.40	\$90.00	\$225.00
<b>Single Gas Meters</b>							
Single gas meter with H2S, CO or O2	\$50.00	\$110.00	\$300.00	10%	\$45.00	\$99.00	\$270.00
Single gas meter with NH3, HCN, CL2, SO2, NO or NO2	\$100.00	\$180.00	\$440.00	10%	\$90.00	\$162.00	\$396.00
<b>Tripods and Winches / Entry Kits</b>							
<b>Confined Space Entry System (includes 3 items below)</b>							
7' Adjustable Tripod	\$30.00	\$100.00	\$225.00	10%	\$27.00	\$90.00	\$202.50
SRL with Retrieval/Fall Protection (50')	\$50.00	\$140.00	\$400.00	10%	\$45.00	\$126.00	\$360.00
Manload Winch (60')	\$55.00	\$165.00	\$495.00	10%	\$49.50	\$148.50	\$445.50
<b>Confined Space Entry System (includes 5 items below)</b>							
4-Gas Monitor w/pump LEL, O2, CO, H2S	\$75.00	\$225.00	\$675.00	10%	\$67.50	\$202.50	\$607.50
7' Adjustable Tripod	\$30.00	\$100.00	\$225.00	10%	\$27.00	\$90.00	\$202.50
SRL with Retrieval/Fall Protection (50')	\$50.00	\$140.00	\$400.00	10%	\$45.00	\$126.00	\$360.00
Manload Winch (60')	\$55.00	\$165.00	\$495.00	10%	\$49.50	\$148.50	\$445.50
Ventilation Package (A/C Powered)	\$60.00	\$180.00	\$540.00	10%	\$54.00	\$162.00	\$486.00
<b>UCL Adjustable Davit Arm Hoist (Where a tripod doesn't work)</b>							
Complete mast unit w/ man winch 70' cable (choose a base below)	\$100.00	\$280.00	\$750.00	10%	\$90.00	\$252.00	\$675.00
Mobile "H" Base							
Vehicle Mount							
<b>Fall Protection - Self Retracting Lines (SRL)</b>							
DBI, Miller or MSA 50' SRL Galvanized Cable	\$50.00	\$140.00	\$400.00	10%	\$45.00	\$126.00	\$360.00
<b>Ventilation Equipment</b>							
Confined Space Kit include: (Gas or Electric blower, saddle vent, elbow, duct, carrying case)	\$90.00	\$180.00	\$550.00	10%	\$81.00	\$162.00	\$495.00
Explosion proof blower version of Confined Space Kit above	\$120.00	\$300.00	\$900.00	10%	\$108.00	\$270.00	\$810.00
A/C Axial Blower with 15' duct	\$70.00	\$150.00	\$450.00	10%	\$63.00	\$135.00	\$405.00
<b>Manhole Guards</b>							
Manhole Guard, yellow tubular steel, collapsible	\$30.00	\$60.00	\$240.00	10%	\$27.00	\$54.00	\$216.00
<b>Breathing Apparatus</b>							
30 Minute SCBA Industrial	\$80.00	\$190.00	\$550.00	10%	\$72.00	\$171.00	\$495.00
Extra SCBA Bottle - 30 minute	\$20.00	\$60.00	\$160.00	10%	\$18.00	\$54.00	\$144.00
60 Minute SCBA Industrial	\$110.00	\$290.00	\$720.00	10%	\$99.00	\$261.00	\$648.00
Extra SCBA Bottle - 60 minute	\$20.00	\$60.00	\$160.00	10%	\$18.00	\$54.00	\$144.00
Emergency Escape Pack with hood - 5 minute or 10 minute	\$20.00	\$60.00	\$180.00	10%	\$18.00	\$54.00	\$162.00
Supplied Air Full Face PD Respirator w/ 5 min Escape Pak & Hansen fittings	\$60.00	\$150.00	\$400.00	10%	\$54.00	\$135.00	\$360.00
4 Person Manifold w/ Regulator	\$50.00	\$100.00	\$300.00	10%	\$45.00	\$90.00	\$270.00
50' Hose	\$20.00	\$50.00	\$100.00	10%	\$18.00	\$45.00	\$90.00
100' Hose	\$28.00	\$60.00	\$150.00	10%	\$25.20	\$54.00	\$135.00
Pigtail (connects two bottles)	\$10.00	\$30.00	\$60.00	10%	\$9.00	\$27.00	\$54.00
Breathing Air Filtration Box: 50 CFM 6/4 Outlets, Portable Grade D filtration	\$100.00	\$260.00	\$690.00	10%	\$90.00	\$234.00	\$621.00



**Personal Air Sampling Equipment**

	Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
MSA Escort ELF	\$38.00	\$76.00	\$240.00	10%	\$34.20	\$68.40	\$216.00
MSA Escort ELF (5 Pack)	\$120.00	\$350.00	\$980.00	10%	\$108.00	\$315.00	\$882.00
MSA Gemini Twin Port Sampler 0 to 500 ml/min	\$16.00	\$30.00	\$60.00	10%	\$14.40	\$27.00	\$54.00
MSA 10mm cyclone assembly	\$16.00	\$30.00	\$60.00	10%	\$14.40	\$27.00	\$54.00
MSA Digical sampling Calibrator	\$32.00	\$96.00	\$340.00	10%	\$28.80	\$86.40	\$306.00

**High Volume Air Sampling Equipment**

	Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
Rotary vane pump (3-20 LPM) A/C Version	\$70.00	\$140.00	\$350.00	10%	\$63.00	\$126.00	\$315.00

**Hand Operated Air Sampling Equipment**

	Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
MSA Kwik Draw Deluxe Pump	\$26.00	\$52.00	\$150.00	10%	\$23.40	\$46.80	\$135.00

**Indoor Air Quality**

	Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
IAQ Monitor (CO, CO2, Temp., Humidity)	\$200.00	\$400.00	\$1,200	10%	\$180.00	\$360.00	\$1,080.00
IR - CO2 Meter (0-10%)	\$130.00	\$300.00	\$900	10%	\$117.00	\$270.00	\$810.00

**Respirator Fit Test Equipment - Quantitative**

	Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
TSI PortaCount Plus - Respirator Fit Tester	\$250.00	\$650.00	\$1,990.00	10%	\$225.00	\$585.00	\$1,791.00
TSI N95 Companion	\$200.00	\$540.00	\$1,200.00	10%	\$180.00	\$486.00	\$1,080.00
OHD Fit Tester	\$150.00	\$600.00	\$900.00	110%	\$135.00	\$540.00	\$810.00
Adapter (Specify Brand & Model Number)	\$30.00	\$70.00	\$140.00	10%	\$27.00	\$63.00	\$126.00

3M 6000 & 7000 series FT adaptor

Scott Xcel 1/2 mask FT adaptor

Fit Test Adapter MSA QuickCheck I - Demand style UltraVue Facepieces

Fit Test Adapter MSA QuickCheck II - All Comfo models, Duo-Twin, Ultra-Twin

Fit Test Adapter MSA QuickCheck III - Ultra Elite Full Facepiece

Fit Test Adapter MSA QuickCheck IV - Ultra Elite & UltraVue w/ 1/4 turn disconnect

Fit Test Adapter MSA QuickCheck 1000 - Advantage 1000

Fit Test Adapter Advantage Adapter - Use with A5859A Advantage 200 and 1000

Fit Test Adapter Scott AV2000 - Scott-o-Visa, AV-2000

Fit Test Adapter 3M 601 - Bayonet attachment with 2091 or 7093 filters

Fit Test Adapter Survivalr - 4000 Series MED

Fit Test Adapter North - 821K

Fit Test Adapter North - Full/Half Mask

Mask Converter North - 80004(s) to 7700-23 (5400, 5500, 7600, 7700, 7800)

Fit Test Adapter Interspiro

**Sound Level Meters**

	Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
Quest Type 2 SLM w/ Calibrator	\$80.00	\$220.00	\$640.00	10%	\$72.00	\$198.00	\$576.00
Quest Type 2 SLM w/ Calibrator, Datalogging	\$120.00	\$320.00	\$780.00	10%	\$108.00	\$288.00	\$702.00
Laptop Computer with Quest Software Suite for datalogging	\$120.00	\$340.00	\$740.00	10%	\$108.00	\$306.00	\$666.00
Quest Model OB-300 Octave Band Analyzer	\$90.00	\$200.00	\$560.00	10%	\$81.00	\$180.00	\$504.00
Quest Model OB-100 Octave Band Analyzer	\$60.00	\$130.00	\$320.00	10%	\$54.00	\$117.00	\$288.00
Quest VA-S08C Vibration Adapter	\$70.00	\$220.00	\$700.00	10%	\$63.00	\$198.00	\$630.00
Tripod	\$10.00	\$20.00	\$40.00	10%	\$9.00	\$18.00	\$36.00

**Temperature Meters**

	Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
Quest Temp 10 Personal Heat Stress Monitor	\$100.00	\$230.00	\$640.00	10%	\$90.00	\$207.00	\$576.00

**Automated External Defibrillators**

	Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
Cardiac Science Powerheart AED	n/a	\$500.00	\$1,200.00	10%		\$450.00	\$1,080.00

**Fire Extinguishers**

	Daily	Weekly	Monthly	Discount	Daily	Weekly	Monthly
20 # ABC	\$8.00	\$20.00	\$48.00	10%	\$7.20	\$18.00	\$43.20

Standard or Expedited Shipping costs are not included.  
 Some material may require hazardous material shipping.  
 Other rental equipment available, call for information



## Safeware & Mallory Safety Training

June-11

Classroom or onsite Training	Published Price	Discount	US Com Price
Half Day	\$975.00	10%	\$ 877.50
Full Day	\$1,500.00	10%	\$ 1,350.00
Travel Rate half Day	\$487.50	10%	\$ 438.75
Travel Rate Full Day	\$750.00	10%	\$ 675.00

### Training Classes:

---

Job Safety Analysis/Job Hazard Analysis

Ladder Safety

Lead Safety

Lockout/Tagout Electrical Safety (authorized, affected and other)

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

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  
Customer Specific Safety Training  
Local Government Challenges in Safety

Other Classes available, onsite or classroom  
Maximum quantity of students vary with course  
Customized classes available  
Basic Training material included  
Additional equipment may be required and is not included in rates  
Travel and accomodations not included  
Halfday minimum  
Training facilites provided by customer  
Commercial training facilities can be provided as a passthrough  
Some courses may require multiple days



## County of Fairfax, Virginia

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

Date: JUL 11 2011

Safeware, Inc.  
3200 Hubbard Road  
Landover, MD 20785-2005

Attention: Edward A. Simons, President

Reference: RFP11-205753-10, Public Safety and Emergency Preparedness and Related Services

Dear Mr. Simons:

### Acceptance Agreement

**Contract Number: RQ11-205753-10A**

This acceptance agreement signifies a contract award to Safeware, Inc. for Public Safety and Emergency Preparedness and Related Services. The period of the contract shall be from September 1, 2011 through September 30, 2014 with renewals of four (4) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions paragraph 14 within ten (10) days after receipt of this letter.

Sincerely,

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

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

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

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



## County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax, 2009x  
County

### MEMORANDUM OF NEGOTIATIONS

RFP11-205753-10; Public Safety and Emergency Preparedness and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract RQ11-205753-10A. The final contract contains the following documents:

- a. County's Request for Proposal RFP11-205753-10 and all Addenda;
- b. The Contractor's Technical and Cost Proposals dated April 13, 2011;
- c. The Contractor's response to clarification questions dated April 29, 2011;
- d. The Contractor's response to items for negotiation dated May 6, 2011;
- e. This Memorandum of Negotiation;
- f. County purchase order;
- g. Any amendments subsequently issued.

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

1. The Contract start date will be begin on September 1, 2011.
2. eCommerce Rebates:
  - 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 the website orders.
  - 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 the website orders.
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. The 41% discount will be taken from Safeware and Mallory's list price. Items not specifically listed in the catalog may be purchased under this contract at the above noted discount rate.
5. The National Account Manager is Charles Radcliffe.
6. The attached technical service, rental and training price lists are added and Contractor agrees that the pricing is the maximum rate and/or pricing allowed under this contract. In addition, pricing may be negotiated to a lower rate and/or price.

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

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

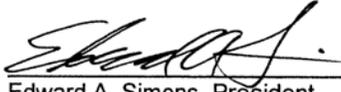
**Phone** 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228



Safeware, Inc. MON  
Page 2

7. Signed U. S. Communities General Administration Agreement.

ACCEPTED BY:

  
\_\_\_\_\_  
Edward A. Simons, President  
Safeware, Inc.

6/30/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

7/8/2011  
\_\_\_\_\_  
Date



**COMPETITIVE SOLICITATION**

**BY FAIRFAX COUNTY**

**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#11-205753-10**



## PRE-PROPOSAL CONFERENCE

RFP11-205753-10

An optional pre-proposal conference will be held on March 23, 2011 at 10:30 A.M. at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 120.C, Fairfax, Virginia (located inside the cafeteria). The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

All questions pertaining to this RFP should be submitted in writing to the contract specialist at [dpsmteam1@fairfaxcounty.gov](mailto:dpsmteam1@fairfaxcounty.gov) prior to the pre-proposal conference.



**FAIRFAX  
COUNTY**

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

www.fairfaxcounty.gov/dpsm

**VIRGINIA**

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

<b>ISSUE DATE:</b> March 11, 2011	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP11-205753-10	<b>TITLE:</b> Public Safety and Emergency Preparedness Equipment and Related Services
<b>DEPARTMENT:</b> Various	<b>DUE DATE/TIME:</b> April 7, 2011 @ 2:00 P.M.	<b>CONTRACT SPECIALIST:</b> Lonnelle Robinson at 703- 324-3281 or lonnette.robinson@fairfaxcounty.gov

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

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

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole Proprietor)

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

State Corporation Commission (SCC) Identification No.

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

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

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

WOMEN OWNED LARGE (A)  NON PROFIT (9)

CHECK ONE:  INDIVIDUAL  PARTNERSHIP  CORPORATION

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Secretary

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

(DPSM32) rev 12/10





## Table of Contents

<b>Introduction and Background.....</b>	<b>1</b>
Overview.....	1
U.S. Communities.....	3
<b>Supplier Qualifications.....</b>	<b>5</b>
Commitments.....	5
U.S. Communities Administration Agreement.....	10
Supplier Worksheet.....	11
New Supplier Implementation Checklist.....	12
<b>Supplier Information.....</b>	<b>14</b>
<b>Attachment A (Detailed Specifications for Public Safety Categories).....</b>	<b>18</b>
<b>Attachment B (Detailed Specifications for AED Categories).....</b>	<b>24</b>
<b>Attachment C (References).....</b>	<b>35</b>
<b>Attachment D (Pricing Sheet).....</b>	<b>36</b>
<b>Fairfax County Special Provisions.....</b>	<b>37</b>
<b>Appendix A (Master Intergovernmental Cooperative Purchasing Agreement).....</b>	<b>50</b>
<b>Appendix B (Administration Agreement).....</b>	<b>52</b>
Exhibit A (Master Agreement).....	66
Exhibit B (Sales Report Format).....	67
<b>Appendix C (General Conditions and Instructions to Bidders).....</b>	<b>68</b>
<b>Appendix D.....</b>	<b>80</b>
Offeror Data Sheet.....	80
Business, Professional and Occupational License.....	81
Certification Regarding Debarment or Suspension.....	82
Business Classification.....	83
Subcontractor(s) Notification Form.....	84
<b>State Notice Addendum.....</b>	<b>85</b>
<b>ARRA Standard Terms and Conditions Addendum (for Contracts and Grants).....</b>	<b>113</b>
<b>FEMA Standard Terms and Conditions Addendum (for Contracts and Grants).....</b>	<b>116</b>



RFP11-205753-10

## Introduction and Background

### OVERVIEW

#### 1. MASTER AGREEMENT

Fairfax County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Public Safety and Emergency Preparedness Equipment and Related Services (herein "Products and Services"). Offerors responses will be evaluated in two (2) sections: Section A: Public Safety and Emergency Preparedness Equipment and Related Services (herein "general products") and Section B. Automated External Defibrillators (AEDs) Equipment, Accessories, Service, Training and Technology Support (herein "AED's"). The resulting contract may be awarded to a single offeror or multiple offerors. **Note: Some awards may be made for Fairfax County and members of the Metropolitan Washington Council of Government for local usage.** Offerors may submit a response for sections A and/or B.

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.

##### Section A

General Product Categories:

- A. Personal Protective Equipment (PPE)
- B. Explosive Device Mitigation and Remediation Equipment
- C. Environmental Monitoring
- D. CBRNE Search & Rescue Equipment
- E. Interoperable Communications Equipment
- F. Detection Equipment
- G. Decontamination Equipment
- H. Hazardous Materials Storage
- I. Spill Control and Containment

**Introduction and Background**

- J. Physical Security Enhancement Equipment
- K. Fire and Emergency Response
- L. Traffic Safety
- M. Facility Safety and Maintenance
- N. Fall protection and Confined Space
- O. Medical and First aid Supplies
- P. CBRNE Reference Materials
- Q. Related Services
- R. 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.

**Section B****Automated External Defibrillators (AEDs)**

- A. AED Equipment and Accessories - Technical specifications for AEDs, accessories and related supplies
- B. Service – Site surveys for AED placement; AED maintenance, repair, and replacement; physician oversight; event data collection and report
- C. Training – Certified training for employees, instructor-led or on-line
- D. Technology Support -- Web-based management of equipment, service, and training

Background and technical requirements are specified in ATTACHMENT B hereto.



## SUPPLIER QUALIFICATIONS

### U.S. COMMUNITIES

#### 4. U.S. COMMUNITIES

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

##### **National Sponsors**

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

##### **Advisory Board**

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

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

##### Current U.S. Communities Advisory Board Members

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

##### **Participating Public Agencies**

Today more than 44,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.6 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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



RFP11-205753-10

**SUPPLIER QUALIFICATIONS**

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

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

**Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 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 and internationally. The Advisory Board in 2010 purchased more than \$138 Million Dollars of products and services from existing U.S. Communities contracts.

**Marketing Support**

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

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

**Marketplace**

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

**Multiple Awards**

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

**SUPPLIER QUALIFICATIONS****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) that respond(s) affirmatively meets the minimum qualifications and offers the best value and most competitive proposals 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. The overall ranking of proposals is based on the following:

**A. TECHNICAL PROPOSAL**

1. Supplier Qualifications, Supplier Worksheet for National Program Consideration (Ref. page 11)
2. Supplier Information (Ref. pages 14-17)
3. Section 7, Technical Proposal Instructions of the Fairfax County Special Provisions (Ref. pages 39-41)

**B. COST PROPOSAL**

1. Provide in ATTACHMENT D the pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria, for each product category in Paragraph 3, Section A, items A-R and Paragraph 3, Section B, items A-D above. Multiple discounts may be provided for each product category.
2. Provide the reference to the standard index or other objective criteria used to determine pricing of each Product category and state why this the most advantageous to Participating Public Agencies.
3. State if the quoted price for each Product category is the most favorable pricing offered by your company to state and local agencies nationwide.
4. Propose a plan to adjust pricing as market conditions change.
5. All pricing proposed must include charges for shipping.
6. 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.
7. Section 8, Cost Proposal Instructions of the Fairfax County Special Provisions (Ref. page 41)

**5. SUPPLIERS****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:



RFP11-205753-10

**SUPPLIER QUALIFICATIONS**

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

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

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

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

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

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

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

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

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

**SUPPLIER QUALIFICATIONS**

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

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

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

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

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

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

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

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

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



RFP11-205753-10

**SUPPLIER QUALIFICATIONS**

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

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

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

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

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

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

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

(iii) **Sales Force Training**. Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

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



RFP11-205753-10

**SUPPLIER QUALIFICATIONS**

containing:

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

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

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

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

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

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



**SUPPLIER QUALIFICATIONS**

**U.S. Communities Administration Agreement**

The Supplier is required to execute the U.S. Communities Administration Agreement (attached hereto as Appendix B) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

**The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.**



**SUPPLIER QUALIFICATIONS**

**SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.  
YES\_\_\_ NO\_\_\_
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?  
YES\_\_\_ NO\_\_\_
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in over 40 U.S. states?  
YES\_\_\_ NO\_\_\_
- D. Did your company have sales greater than \$50 million last year in the United States?  
YES\_\_\_ NO\_\_\_
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic and internet ordering and billing?  
YES\_\_\_ NO\_\_\_
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?  
YES\_\_\_ NO\_\_\_
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?  
YES\_\_\_ NO\_\_\_
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES\_\_\_ NO\_\_\_
- I. Will your company commit to the following program implementation schedule?  
YES\_\_\_ NO\_\_\_
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?  
YES\_\_\_ NO\_\_\_
- K. Does your company agree to not pursue additional national or multi-state cooperative contracts during the contract period?  
YES\_\_\_ NO\_\_\_

Submitted by: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



**SUPPLIER QUALIFICATIONS**

<b>New Supplier Implementation Checklist</b>		<b>Target Completion After Award</b>
<b>1. First Conference Call</b>	<ul style="list-style-type: none"> <li>Discuss expectations</li> <li>Establish initial contact people &amp; roles</li> <li>Outline kickoff plan</li> <li>Establish WebEx training date</li> </ul>	<b>One Week</b>
<b>2. Administrative Agreement Signed</b>	<ul style="list-style-type: none"> <li>Lead Public Agency agreement signed</li> </ul>	<b>One Week</b>
<b>3. Supplier Login Established</b>	<ul style="list-style-type: none"> <li>Complete Supplier initiation form</li> <li>Complete Supplier product template</li> <li>Create user account &amp; user ID - Communicate to Supplier</li> </ul>	<b>One Week</b>
<b>4. Initial Sr. Management Meeting</b>	<ul style="list-style-type: none"> <li>Review commitments</li> <li>Discuss National Account Manager (NAM) role &amp; staff requirements</li> <li>Discuss reporting process &amp; requirements</li> <li>Review kickoff plan</li> <li>Determine field sales introductory communication plan</li> </ul>	<b>Two Weeks</b>
<b>5. Initial NAM &amp; Staff Training Meetings</b>	<ul style="list-style-type: none"> <li>Discuss expectations, roles &amp; responsibilities</li> <li>Introduce and review web-based tools</li> <li>Discuss sales organization &amp; define roles</li> <li>Review with NAM</li> <li>Review process &amp; expectations with NAM and lead referral person</li> <li>Discuss marketing plan and customer communication strategy</li> <li>Discuss Admin process/expectations &amp; provide admin support training</li> </ul>	<b>Two Weeks</b>
<b>6. Review Top 10 Local Government Contracts</b>	<ul style="list-style-type: none"> <li>Determine strategies with NAM</li> </ul>	<b>Two Weeks</b>
<b>7. Program Contact Requirements</b>	<ul style="list-style-type: none"> <li>Supplier contacts communicated to U.S. Communities Staff</li> <li>Dedicated email</li> <li>Dedicated toll free number</li> <li>Dedicated fax number</li> </ul>	<b>Two Weeks</b>



RFP—

**SUPPLIER QUALIFICATIONS**

<b>New Supplier Implementation Checklist</b>		<b>Target Completion After Award</b>
<b>8. Web Development</b>		
	Initiate IT contact	<b>Two Weeks</b>
	Website construction	<b>Three Weeks</b>
	Website final edit	<b>Four Weeks</b>
	Product upload to U.S. Communities site	<b>Four Weeks</b>
<b>9. Sales Training &amp; Roll Out</b>		
	Regional Manager (RM) briefing - Coordinate with NAM	<b>One Week</b>
NAM	Initial remote WebEx training for all sales - Coordinate with	<b>Two Weeks</b>
	Top 10 metro areas - Coordinate with NAM & RM	<b>Four Weeks</b>
	Initiate contact with Advisory Board (AB) members	<b>Four Weeks</b>
	Training plan for other metros	
<b>10. Marketing</b>		
	General announcement	
	1 Page Summary with Supplier contacts	
	Branding of program	
	Supplier handbook	
	Announcement to AB and Sponsors	
<b>11. Green Initiative</b>		
	Identify Green Products	<b>Two Weeks</b>
	- Certifications	
	- New product identification	
	Identify green expert	
	Green reporting	<b>Six Weeks</b>
	Upload product to U.S. Communities website	<b>Four Weeks</b>
	- Product description	
	- Picture	
	- SKU	
	Green marketing material	<b>Six Weeks</b>
	- Approved by U.S. Communities	
	- Printed/ Images	
	- Articles/ Best Practices/ Supplier internal green practices	
	- Workshops	
	- Green tradeshow	
	- 3rd Party green vendors	



**SUPPLIER INFORMATION**

Please respond to the following requests for information about your company:

**Company**

1. Total number and location of sales persons employed by your company in the United States;
2. Number and location of distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2008, 2009 and 2010 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2008, 2009, AND 2010			
Segment	2008 Sales	2009 Sales	2010 Sales
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.
7. Provide three references in ATTACHMENT C that Supplier has provided products or services of similar size and scope as those outlined in this RFP. Include complete contact information, a description of products provided and/or services performed, and total dollar amount of product and/or services performed.

**Distribution**

Describe how your company proposes to distribute the Products nationwide.

1. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.



RFP11-205753-10

**SUPPLIER INFORMATION**

2. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
3. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
4. State the company's standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.
5. State restocking fees for products returned after thirty days.

**Marketing**

1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company proposes to resolve any complaints, issues or challenges.
5. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management.

**Products**

The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

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



RFP11-205753-10

**SUPPLIER INFORMATION**

6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for public safety and emergency preparedness equipment.

**Administration**

Describe your company's capacity to employ EDI, telephone, Internet, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

1. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
2. Describe the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; Peoplesoft, Lawson, Oracle, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year since "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.
3. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s).
4. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
5. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
6. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

**Financial Statements**

The Supplier shall include an audited income statement and balance sheet from the most recent reporting period in its proposal.

**Staffing Plan**

A staffing plan is required which describes the Supplier's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time



RFP11-205753-10

**SUPPLIER INFORMATION**

commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project.

**Environmental**

Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.

1. What is your company's environmental strategy?
2. What is your investment in being an environmentally preferable product leader?
3. Do you have any resources dedicated to your environmental strategy? Please describe.
4. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

**Additional Information**

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.



**Attachment A**  
**Detailed Specifications for Public Safety Categories**

**PUBLIC SAFETY CATEGORIES**

Product Category Examples (Note: Items A-K is compiled in part from the Office of Domestic Preparedness' Authorized Equipment List and The InterAgency Board's Standardized Equipment List):

**A. Personal Protective Equipment** -Equipment worn to protect the individual from hazardous materials and contamination. Levels of protection vary and are divided into three categories based on the degree of protection afforded. The following constitutes equipment intended for use in a chemical/biological threat environment:

**Level A.** Fully encapsulated, liquid and vapor protective ensemble selected when the highest level of skin, respiratory and eye protection is required. The following constitutes Level A equipment:

- o Fully Encapsulated Liquid and Vapor Protection Ensemble, reusable or disposable (tested and certified against CB threats)
- o Fully Encapsulated Training Suits · Closed-Circuit Rebreather (minimum 2-hour supply, preferred), or open-circuit Self-Contained Breathing Apparatus (SCBA) or, when appropriate, Air-Line System with 15-minute minimum escape SCBA
- o Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits
- o Chemical Resistant Gloves, including thermal, as appropriate to hazard
- o Personal Cooling System; Vest or Full Suit with support equipment needed for maintaining body core temperature within acceptable limits
- o Hardhat/helmet
- o Chemical/Biological Protective Undergarment
- o Inner Gloves
- o Approved Chemical Resistant Tape
- o Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- o Chemical Resistant Outer Booties

**Level B.** Liquid splash resistant ensemble used with highest level of respiratory protection. The following constitute Level B equipment:

- o Liquid Splash Resistant Chemical Clothing, encapsulated or non-encapsulated
- o Liquid Splash Resistant Hood
- o Closed-Circuit Rebreather (minimum 2-hour supply, preferred), open-circuit SCBA, or when appropriate, Air-Line System with 15-minute minimum escape SCBA
- o Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits
- o Chemical Resistant Gloves, including thermal, as appropriate to hazard
- o Personal Cooling System; Vest or Full Suit with support equipment needed for maintaining body core temperature within acceptable limits
- o Hardhat/helmet
- o Chemical/Biological Protective Undergarment
- o Inner Gloves
- o Approved Chemical Resistant Tape
- o Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- o Chemical Resistant Outer Booties

**Level C.** Liquid splash resistant ensemble, with same level of skin protection of Level B, used when the concentration(s) and type(s) of airborne substances(s) are known and the criteria for using air-purifying respirators are met. The following constitute Level C equipment:

- o Liquid Chemical Splash Resistant Clothing (permeable or non-permeable)
- o Liquid Chemical Splash Resistant Hood (permeable or non-permeable)
- o Tight-fitting, Full Facepiece, Negative Pressure Air Purifying Respirator with the appropriate cartridge(s) or canister(s) and P100 filter(s) for protection against toxic industrial chemicals, particulates, and military specific agents.



RFP11-205753-10

**Attachment A**  
**Detailed Specifications for Public Safety Categories**

- o Tight-fitting, Full Facepiece, Powered Air Purifying Respirator (PAPR) with chemically resistant hood with appropriate cartridge(s) or canister(s) and high-efficiency filter(s) for protection against toxic industrial chemicals, particulates, and military specific agents.
- o Equipment or system batteries will include those that are rechargeable (e.g. NiCad) or non-rechargeable with extended shelf life (e.g. Lithium)
- o Chemical Resistant Gloves, including thermal, as appropriate to hazard
- o Personal Cooling System; Vest or Full Suit with support equipment
- o Hardhat
- o Inner Chemical/Biological Resistant Garment
- o Inner Gloves
- o Chemical Resistant Tape
- o Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- o Chemical Resistant Outer Booties

**Level D.** Selected when no respiratory protection and minimal skin protection is required, and the atmosphere contains no known hazard and work functions preclude splashes, immersion, or the potential for unexpected inhalation of, or contact with, hazardous levels of any chemicals.

- o Escape mask for self-rescue Note: During CBRNE response operations, the incident commander determines the appropriate level of personal protective equipment. As a guide, Levels A, B, and C are applicable for chemical/ biological/ radiological contaminated environments. Personnel entering protective postures must undergo medical monitoring prior to and after entry. ***All SCBAs should meet standards established by the National Institute for Occupational Safety and Health (NIOSH) for occupational use by emergency responders when exposed to Chemical, Biological, Radiological and Nuclear (CBRN) agents in accordance with Special Tests under NIOSH 42 CFR 84.63(c), procedure number RCTCBRN-STP-0002, dated December 14, 2001. ODP anticipates making compliance with NIOSH SCBA CBRN certification a mandatory requirement for all SCBAs purchased under the FY 2004 State Homeland Security Grant Program.***

**B. Explosive Device Mitigation and Remediation-**Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment:

- o Bomb Search Protective Ensemble for Chemical/Biological Response
- o Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- o Cooling Garments to manage heat stress
- o Ballistic Threat Body Armor (not for riot suppression)
- o Ballistic Threat Helmet (not for riot suppression)
- o Blast and Ballistic Threat Eye Protection (not for riot suppression)
- o Blast and Overpressure Threat Ear Protection (not for riot suppression)
- o Fire Resistant Gloves
- o Dearmer/Disrupter
- o Real Time X-Ray Unit; Portable X-Ray Unit
- o CBRNE Compatible Total Containment Vessel (TCV)
- o CBRNE Upgrades for Existing TCV
- o Robot; Robot Upgrades
- o Fiber Optic Kit (inspection or viewing)
- o Tents, standard or air inflatable for chem/bio protection
- o Inspection mirrors
- o Ion Track Explosive Detector

**C. Environmental Monitoring**

- o Chip measurement systems
- o Passive dosimeter badges
- o Diffusion tubes
- o Detector tube systems



**Attachment A**  
**Detailed Specifications for Public Safety Categories**

- o Air sampling pumps
- o Gas detection monitors
- o Confined space monitors
- o Photo-ionization detectors
- o Protection against additional unseen hazards – (radiation and noise levels)

**D. CBRNE Search and Rescue Equipment** -Equipment providing a technical search and rescue capability for a CBRNE environment:

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

**E. 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.

- o Land Mobile, Two-Way In-Suit Communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- o Antenna systems
- o Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- o Personnel Accountability Systems
- o Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers and battery conditioning systems
- o 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)
- o Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- o Commercially available crisis management software
- o Mobile Display Terminals

**F. 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:

**Chemical**

- o M-8 Detection Paper for chemical agent identification
- o M-9 Detection Paper (roll) for chemical agent (military grade) detection
- o M-256 Detection Kit for Chemical Agent (weapons grade—blister: CX/HD/L; blood: AC/CK; and nerve:GB/VX) detection
- o M-256 Training Kit
- o M-18 Series Chemical Agent Detector Kit for surface/vapor chemical agent analysis
- o Hazard Categorizing (HAZCAT) Kits
- o Photo-Ionization Detector (PID)
- o Flame Ionization Detector (FID)
- o Surface Acoustic Wave Detector
- o Gas Chromatograph/Mass Spectrometer (GC/MS)
- o Ion Mobility Spectrometry
- o Stand-Off Chemical Detector
- o M-272 Chemical Agent Water Test Kit
- o Colormetric Tube/Chip Kit specific for TIC s and CBRNE applications



RFP11-205753-10

**Attachment A**  
**Detailed Specifications for Public Safety Categories**

- o Multi-gas Meter with minimum of O2 and LEL
- o Leak Detectors (soap solution, ammonium hydroxide, etc)
- o pH Paper/pH Meter
- o Waste Water Classifier Kit
- o Oxidizing Paper
- o Protective cases for sensitive detection equipment storage & transport

**Biological** - Point Detection Systems/Kits (Immunoassay or other technology) **Radiological/Nuclear** Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma)

- o Personal Dosimeter
- o Scintillation Fluid (radiological) pre-packaged
- o Radiation monitors

**G. Decontamination Equipment** -Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination:

**Chemical**

- o Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- o Decon Litters/roller systems
- o Extraction Litters, rollable
- o Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- o Spill Containment Devices
- o Overpak Drums
- o Non-Transparent Cadaver Bags (CDC standard)
- o Hand Carts
- o Waste water classification kits/strips

**Biological**

- o HEPA (High Efficiency Particulate Air) Vacuum for dry decontamination

**H. Hazardous Materials Storage**

- o Storage cabinets
- o Safety cans

**I. Spill Control and Containment**

- o Spill treatment agents
- o Infectious materials cleanup kits
- o Sorbents
- o Nonsparking tools
- o Hazardous material vacuums
- o Environmental containment

**J. Physical Security Enhancement Equipment** -Equipment to enhance the physical security of critical infrastructure. Includes system design, installation, service and maintenance.

**Surveillance, Warning, Access/Intrusion Control Ground**

- o Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
- o Barriers: Fences; Jersey Walls
- o Impact Resistant Doors and Gates
- o Portal Systems; locking devices for access control
- o Alarm Systems
- o Video Assessment/Cameras: Standard, Low Light, IR, Automated Detection
- o Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Cyphers/Codes
- o X-Ray Units



RFP11-205753-10

**Attachment A**  
**Detailed Specifications for Public Safety Categories**

- o Magnetometers
- o Vehicle Identification: Visual; Electronic; Acoustic; Laser; Radar

**Explosion Protection**

- o Blast/Shock/Impact Resistant Systems
- o Protective Clothing
- o Column and Surface Wraps; Breakage/Shatter Resistant Glass; Window Wraps
- o Robotic Disarm/Disable Systems

**K. Fire and Emergency Response**

- o Firefighting, rescue, EMS: Apparel (structural, suspenders, wildland, rescue EMS, stationwear, 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
- o Hazmat/WMD: Apparel, gloves, boots, SCBA respirators, instrumentation, lead repair/control, sorbents/neutralizers, overpacks, containment, vacuums, and decon
- o Law Enforcement: Apparel, eyewear, headsets/ear plugs, gloves, SCBA/respirators, flashlights/scene lighting, thermal imaging, traffic safety
- o Mass Casualty: Shelters/trailers, incident command, med/surge, decontamination, fatality management, multi-use/temporary housing, environmental controls/support equipment, patient management, and scene management

**L. Traffic Safety**

- o Traffic safety apparel: Class I, II, and III
- o Traffic safety tapes (delineator tapes and warning and barricade tapes)
- o 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.

**M. Facility Safety and Maintenance**

- o Communications
- o Eyewashes and showers (portable, mounted, combinations, and mixing valves)
- o Fire extinguishers
- o Label Makers (portable and benchtop)
- o Lighting (hand lights, headlamps, personal, and lanterns and area lighting)
- o Lockout/Tagout (stations, padlock and hasps, electrical, confined space, and valve)
- o 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)
- o Material handling and storage (bins, bottle carriers, carts, chests and lockers)
- o Matting (antifatigue and specialty)
- o Signs and tags
- o Waste disposal
- o Wipers

**N. Fall Protection and Confined Space**

- o Fall arrest systems
- o Worker positioning systems
- o Restraint systems
- o Suspension systems
- o Rescue systems



**Attachment A**  
**Detailed Specifications for Public Safety Categories**

**O. Medical and First Aid Supplies**

- o First aid kits: bulk kits, first aid kit refills, professional first aid kits, standard first aid kits, specialty first aid kits, weatherproof first aid kits, and bloodborne pathogen response kits
- o Burn care: burn kits, dressings, sprays, and fire blankets
- o Medicinals: Antacids, aspirin and nonaspirin pain relief, and cold and sinus medication
- o Skin care products: heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, and sunscreen
- o Heat-Stress relief - (Fluid replacement drinks and coolers)
- o Sudden cardiac arrest response products: Automated external defibrillators, AED trainers, and accessories and replacement parts

**P. 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:

- o NFPA Guide to hazardous materials
- o NIOSH Hazardous Materials Pocket Guide
- o North American Emergency Response Guide
- o Jane's Chem-Bio Handbook
- o First Responder Job Aids

**Q. Related Products and Services**

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

**R. All Other Non-listed Public Safety, Law Enforcement and Fire Equipment available through your company**

- o 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**  
**Detailed Specifications for AED Categories**

**PART A – AED EQUIPMENT AND ACCESSORIES**

Technical specifications for AEDs, accessories and related supplies

All AEDs (Automated External Defibrillators) and accessories must meet or exceed the following AED equipment specifications.

- A1 FDA Approved  
Compliant with most recent American Heart Association Guidelines for CPR & ECC.
- A2 Energy Settings
  - a) Biphasic
  - b) Accommodates FDA approved reduced energy use on pediatrics
- A3 User interface
  - a) Prompts the rescuer in use of the AED by voice, graphic display, or audible tone
  - b) Prompts the rescuer in use of CPR by voice, graphic display, or audible tone
  - c) Prompts correct electrode placement by voice, graphic display, or audible tone
- A4 Controls
  - a) All controls are clearly visible, accessible, understandable, and independent of comprehension of written English
  - b) Status indicators are visible with the AED in a bracket or carrying case without turning the AED on or opening the bracket or carrying case
  - c) Controls may be available in languages other than English.
- A5 Indicators
  - a) There are indicators for "rescue-ready" and "needs service" statuses
- A6 Patient Analysis
  - a) Once electrodes are in place, automatically analyzes patient ECG for shockable rhythm
- A7 AED Self-Analysis
  - a) Runs a weekly self-test and alerts the operator if service is required
  - b) Performs a more extensive self-test on a monthly basis
  - c) Tests the capacity of the battery and defibrillator charging system monthly
- A8 Data Storage and Retrieval
  - a) Provides log of self-tests downloadable to an electronic medium
  - b) Permits downloading, review, and printing of event data (patient information) and test log
  - c) Capable of storing continuous patient ECG in internal memory (i.e. without the use of external storage media)
  - d) Stores a minimum of two patient cases in internal memory (i.e. without the use of external storage media)
  - e) Patient case storage will not be affected if power is disconnected from the device
  - f) Allows replay of continuous ECG



**Attachment B**  
**Detailed Specifications for AED Categories**

- A9 Package Offering
- a) AED supplied with two (2) sets of Adult defibrillation electrodes, battery and charging device, carrying case, first responder kit (scissors, CPR pocket mask, razor, non-latex exam gloves, anti-microbial wipe), implementation guidelines, operating instructions, and infant/child reduced energy defibrillation electrodes or applicable reduced energy system for use with infant/child
  - b) AED wall cabinet supplied with audible alarm
- A10 Power Source
- a) Battery replacement cycle will be a minimum of four years from the date of manufacture
  - b) Battery provides a minimum of 30 shocks
  - c) Battery must maintain standby usage during the time period between display of the battery replacement icon and battery replacement
  - d) Alerts operator to low battery condition during use
- A11 Electrodes
- a) Electrode replacement cycle will be a minimum of two years from the date of manufacture
  - b) Electrodes are stored in a protective package that is mounted to the AED to prevent accidental loss or damage
  - c) When placed in the device, the electrode package label indicates how to remove the electrode from the package
  - d) Electrode pack is easy-to-open
- A12 Environmental Criteria
- a) Crush
    - o 500 pounds
  - b) Movement
    - o Has a motion-detection system
    - o Can detect patient movement such as that created by patient breathing, CPR or vehicle movement
  - c) Sealing
    - o AED will meet IEC 60529/EN 60529 IPX4 "Splash Proof" or greater with or without electrodes connected or lid open or closed
  - d) Temperature
    - o Operating temperature range: 32 degrees F to 122 degrees F
    - o Storage temperature range: 0 degrees F to 122 degrees F
  - e) Vibration
    - o Complaint with MIL-STD-810F Method 514.5 and MIL-HDBK-344A
    - o
- A13 Shock Advisory Algorithm
- a) Provides clinically relevant evidence of device algorithm sensitivity with the following specifications:
    - o Overall sensitivity in excess of 90%
    - o Overall specificity in excess of 95%
- A14 Technical Service
- a) AED manufacturer will provide factory-direct technical support, with on-site field service representation
  - b) On-site service will be completed within 24 hours of initiating request
  - c) If advanced service is necessary beyond the on-site call, an exact replacement unit must be provided immediately



**Attachment B**  
**Detailed Specifications for AED Categories**

- A15 Accessories:
- a) The Offeror shall provide AED accessories, parts, and accessories, including but not limited to:
    - o Wall cabinet with audible alarm, consistent with the cabinets currently in use (plain white metal, clear glass front, no signal light)
    - o AED signage compliant with examples provide at the pre-proposal conference
  - b) If the AED cabinet is not compliant with Title II of the Americans with Disabilities Act (ADA), the Offeror will advise a remedy.
- A16 Quality
- a) All goods will be fresh stock
- A17 Delivery
- a) Unless otherwise agreed to, all goods will be delivered within 30 days
- A18 Recalls
- a) The Offeror will immediately notify the Participating Public Agency's Project Manager of any equipment recalls.
  - b) The Offeror will provide a plan to immediately replace all recalled equipment.
- A19 Support
- a) The Offeror will have in-house specialists available to answer equipment questions during the Participating Public Agency's normal business hours.
- A20 Track AEDs
- a) Track AEDs by (1) serial number and (2) the expiration dates of each AED's respective pads and batteries.

**PART B – SERVICE**

Site surveys for AED placement; AED maintenance, repair, and replacement; physician oversight; event data collection and report

- B1 AEDs and Accessories
- a) No substitutions allowed
  - b) The Participating Public Agency may provide AEDs, parts and accessories for day-to-day operation from its own stock
- B2 Operator's Handbook
- a) The Offeror may assist the Participating Public Agency in development of an Operator's Handbook for each site that, at a minimum:
    - o Fully describes the operation of the AED
    - o Provides CPR refresher information
    - o Provides a post-event protocol
    - o Provides Offeror contact name(s) and toll-free 24-hour telephone number(s)
    - o Provides information from the PAD Program physician (Medical Director)
    - o Contains an AED Program Information sheet, a sample of which is attached as Appendix A.



**Attachment B**  
**Detailed Specifications for AED Categories**

- B3 AED Site Assessment Survey - General
- a) The Offeror may abide by all requirements pertaining to visitors on the Participating Public Agency's property; unless specifically granted by site, no special access is conferred upon the Offeror.
- B4 AED Site Assessment Survey - New Sites
- a) The Offeror may perform an AED site assessment prior to installation of an AED at any site.
  - b) The Offeror may :
    - o Meet with staff at each site designated to receive an AED to survey the site and to learn any physical or operational conditions which may impact placement of an AED.
    - o Discuss with site staff the most suitable location to mount the AED(s) to meet the need for an easily accessible area and highly visible location.
    - o Conduct a timed response drill to ensure meeting the current American Heart Association recommended response time.
    - o Recommend the appropriate style of cabinet (i.e. surface mount, semi-recessed or fully recessed) for that location.
    - o Provide the Participating Public Agency's Project Manager with a written site assessment with recommendations for number and placement of (1) AEDs and (2) directional signs within 10 days of completion of site assessment.
- B5 AED Site Assessment Survey - Existing Sites
- a) As part of the Annual Inspection, the Offeror may conduct a brief site assessment to insure that (1) the AED is installed in the optimum location for visibility and accessibility, (2) the response time is within the American Heart Association guidelines, and (3) the installation is in compliance with Title II of the Americans with Disabilities Act (ADA).
  - b) The Offeror may provide the Participating Public Agency with a site assessment status report when the annual inspection report for that site is completed.
- B6 Installation of AEDs and Cabinets
- a) Installation of AEDs and cabinets may occur after the Participating Public Agency's Project Manager reviews and accepts the site assessment in writing.
  - b) The Offeror may coordinate installations with the Participating Public Agency's Project Manager and site staff.
  - c) AED cabinets and AEDs and parts and accessories may be supplied from the Participating Public Agency's stock.
  - d) AED cabinets may be mounted based on NFPA guidelines used for Fire Extinguishers: the forward reach range is 48" from floor to top of AED for an unobstructed approach. The maximum side reach approach for AED is 54". This height is to the handle of the AED, NOT the top of the cabinet.
  - e) When the optimal location for an AED cabinet is not compliant with Title II of the Americans with Disabilities Act (ADA), the Offeror will install remediation at the time of cabinet installation.
  - f) The Offeror may place the toll-free 24-hour telephone number(s) on the front of the AED cabinet and on the AED, with instructions to call if the AED is used.
  - g) The Offeror may place a projecting wall sign above the AED cabinet and other directional signs as required. Signs may be supplied from the Participating Public Agency's stock.
  - h) The Offeror may place a "PAD Program – AED Inside" sticker on the outside of the public access door(s) of the site. Stickers may be supplied from the Participating Public Agency's stock.



RFP11-205753-10

**Attachment B**  
**Detailed Specifications for AED Categories**

- i) The Offeror may obtain a signed installation receipt from site staff, indicating the following have been delivered and installed:
    - o AED(s)
    - o Sign(s) and door sticker(s)
    - o Set of two alarm keys per wall box
    - o One Operator's Handbook per site
    - o The Offeror may provide a copy of the signed installation receipt to the Participating Public Agency's Project Manager.
- B7 Identification
- a) Offeror employees/representatives are required to photo identification badges worn clearly visible above the waist at all times while work is being performed at the Participating Public Agency's facilities. Offeror employees/representatives who arrive at the Participating Public Agency's facility without appropriate identification badges may immediately be dismissed from the job site.
  - b) Offeror employees/representatives may report to the appropriate administrative office each time a site is visited. All Offeror employees/representatives may submit to "Criminal History" background checks prior to performing work under this contract, and at any time deemed necessary the Participating Public Agency.
- B8 Use of Premises
- a) On or about the premises and adjacent areas, the Offeror may cause all apparatus, materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and the directions of the Participating Public Agency's Representative, and may not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus. The work site may be kept in such orderly fashion as may not duly interfere with the progress of the work or the work of any other Offeror.
  - b) Offeror personnel may be required to observe all rules and regulations prescribed by the Participating Public Agency. Tool control and accountability by the Offeror is of importance for security reasons.
  - c) The Offeror may be responsible for repairing or replacing any work damaged by their operations within 10 days after notification by the Participating Public Agency's Representative that damage has occurred.
  - d) It may be the responsibility of the Offeror to report, in writing, to the Participating Public Agency's Representative any damages found prior to any work at the site.
- B9 Protection of Work and Property
- a) The Offeror may at all times safely guard the Participating Public Agency's property from injury or losses in connection with this Contract.
  - b) The Offeror may at all times safely guard and protect their work and that of adjacent property (as provided by law and the contract documents) from damage.
  - c) The Offeror may replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract documents or by the Participating Public Agency or by its duly authorized representatives.
- B10 All Work Subject To Control of Participating Public Agency's Project Manager
- a) In the performance of the work, the Offeror may abide by all orders, directions and requirements of the Participating Public Agency's Project Manager and may perform all work to the satisfaction of the Participating Public Agency's Project Manager and at such times and places, by such methods and in such manner and sequence as the Participating Public Agency's Project Manager may require.



RFP11-205753-10

**Attachment B**  
**Detailed Specifications for AED Categories**

- b) The Participating Public Agency's Project Manager may determine the amount, quality, acceptability and fitness of all parts of the work, may interpret the plans, specifications, Contract Documents, and any extra work orders and may decide all other questions in connection with the work.
  - c) The Offeror may employ no plans, equipment, materials, methods or persons to which the Participating Public Agency's Project Manager objects and may remove no plant, materials, equipment or other facilities from the site of the work without the Participating Public Agency's Project Manager's permission.
  - d) The Participating Public Agency's Project Manager may confirm in writing, any oral order, direction, requirement or determination.
- B11 Participating Public Agency's Project Manager's Control Not Limited
- a) The Participating Public Agency's Project Manager may control the work under the contract.
  - b) The successful bidder may perform all the work to the complete satisfaction of the Participating Public Agency's Project Manager.
- B12 Workmanship
- a) Only first-class work may be performed and all materials furnished in carrying out this contract may be of character and quality required by the specifications.
  - b) Where no standard is specified, for such work or materials, they may be the best of their respective kinds.
  - c) Any unsatisfactory work done or materials furnished at whatever time they may be discovered may be immediately removed and satisfactorily replaced by the Offeror when notified to do so by the Participating Public Agency's Project Manager.
  - d) If the Offeror may neglect or refuse to remove such unsatisfactory work or materials within 48 hours after the receipt of the above mentioned notice, or if they may not make satisfactory progress in doing so, the Participating Public Agency's Project Manager may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof may be charged to the Offeror. Such expense may be deducted from any monies due or to become due the Offeror under the contract.
  - e) Upon completion of the contract the entire work may be delivered to the Participating Public Agency perfect and complete in satisfactory working condition.
- B13 Cleaning Up
- a) The Offeror may at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish.
  - b) At the completion of the work, the Offeror may cause to be removed from and about the premises and adjacent areas, all rubbish, tools used for work and surplus materials.
  - c) In case of a dispute, the Participating Public Agency may remove rubbish or otherwise clean up, and may charge the Offeror either by deduction from amounts unpaid to the Offeror, or by other means with such cost as the Participating Public Agency's Project Manager may determine to be fair and equitable.
- B14 Inspection
- a) All work and materials may be subject to a final inspection by an authorized representative of the Participating Public Agency.
  - b) Any omission or failure on the part of the Participating Public Agency Representative to disapprove or reject inferior or defective work or materials may not be construed to be an acceptance of any such work or material.



RFP11-205753-10

**Attachment B**  
**Detailed Specifications for AED Categories**

- c) If any defective work or material is found during inspection, the Offeror may remove or repair, at its own expense, such defective work or material rejected and may rebuild and/or replace same without extra charge.
  - d) If the contract documents, the Participating Public Agency's or its agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, the Offeror may give the Participating Public Agency or its agent timely notice of its readiness for inspection by the proper authorities. If any such work may be covered up without approval or consent, it may, if required by the Participating Public Agency or its agent or other proper authorities, be uncovered for examination at Offeror's expense.
- B15 Warranty
- a) All work provided under this contract may have, as a minimum, a one year warranty from the date of final acceptance thereof and all materials may carry the full manufacturer's warranty against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud.
  - b) Offeror may submit documentation indicating the manufacturers' warranty on all materials provided if different than one year indicated above.
- B16 Reports
- a) Offeror may notify the Participating Public Agency with a written statement within 10 days of installation completion.
- B17 Maintenance
- a) The Offeror may propose a plan for maintenance, inspection, repair and replacement of all AEDs and parts and accessories, using parts and accessories from the Participating Public Agency's stock. The Offeror may propose a plan to update all AEDs to the most recent American Heart Association Guidelines for CPR & ECC.
- B18 Recalls
- a) The Offeror may propose a plan for the management of recalled equipment, using AEDs and parts and accessories from the Participating Public Agency's stock.
- B19 Support
- a) The Offeror may have in-house specialists available to answer equipment questions during the Participating Public Agency's normal business hours.
- B20 Tracking
- a) The Offeror may have in-house capability to track AEDs by serial number and location and to track the expiration dates of each AEDs' respective pads and batteries; the Participating Public Agency may provide the Offeror with current baseline information, if required.
  - b) The Offeror may provide the Participating Public Agency's Project Manager with a schedule of pad and battery replacement for AEDs by serial number and location, if requested; the Participating Public Agency may provide the Offeror with current baseline information, if required.



**Attachment B**  
**Detailed Specifications for AED Categories**

- B21 Maintenance
- a) The Offeror may provide maintenance, if required, for the Participating Public Agency's equipment.
  - b) The Offeror may ensure that the AEDs and related equipment and accessories are always in proper working order and available for immediate use.
  - c) The Offeror may train specified employees/volunteers to conduct required maintenance on the AED(s), if requested.
- B22 Inspection
- a) The Offeror may conduct an on-site annual inspection of individual AEDs. The Offeror may (1) maintain a database with report capabilities of on-site annual inspections, indicating when and where inspections were conducted and by whom and (2) provide periodic status reports as requested.
  - b) The Offeror may provide an AED Program Information sheet handout to each site during annual inspections.
- B23 Service Calls
- a) The Offeror may provide on-site service to an AED within one business day at any location, if requested.
  - b) The Offeror may come on-site within 24-hours to any facility that has faulty, damaged, inoperative or missing equipment and replace the inoperable AED, if requested. The Participating Public Agency may provide AEDs and parts and accessories from its stock.
  - c) The Offeror may maintain an "800" or local phone number, with 24/7 coverage, to provide service on any AED.
  - d) The Offeror may (1) maintain a database with report capabilities of repairs, indicating when and where repairs were made and by whom and (2) provide periodic status reports as requested.
- B24 Replacement of Pads and Batteries
- a) The Offeror may come on-site and replace AED batteries and pads prior to their expiration dates, if required. The Participating Public Agency may provide AEDs and parts and accessories from its stock.
- B25 Coordination with Participating Public Agency's Project Manager
- a) The Offeror may keep the Participating Public Agency's Project Manager informed of anticipated needs for AEDs and parts and accessories so that the Participating Public Agency's Project Manager may obtain AEDs and parts and accessories without causing service interruption.
  - b) The Offeror may coordinate with the Participating Public Agency's Project Manager the schedule of annual inspections and service calls.
- B26 Physician Oversight – Medical Direction
- a) The Offeror may provide oversight by a licensed physician or medical authority to ensure a safe and effective AED program.
  - b) The Offeror may have in-house specialists available to answer general medical questions related to the use of the AED during the Participating Public Agency's normal business hours.
  - c) The Offeror may propose a plan to for the physician to provide (1) overall PAD Program quality assurance, (2) suggestions for overall PAD Program improvement, (3) post-event medical reporting, and (4) immediate recommendations for program improvement based on event response.
  - d) All program policy recommendations and post-event reports will be HIPAA compliant.



RFP11-205753-10

**Attachment B**  
**Detailed Specifications for AED Categories**

**B27 Physician's Duties**

- a) The physician may act as the PAD Program Medical Director.
- b) The physician's duties include, but are not limited to:
  - o Provide the prescription for use of the AED, as required by law.
  - o Review all AED events and provide the Participating Public Agency's Project Manager a written report of each event within 10 business days of notification; the written report may include, at a minimum, (1) a plain language report of the medical event and (2) review of adherence to protocol.
  - o Provide an annual report summarizing the previous year's activity, to include (1) HIPPA compliance, (2) quality assurance and suggestions for future improvement from the medical perspective, (3) summary of AED events, and (4) all physician activity related to the PAD Program.
  - o Provide medical information for the Operator's Handbook.
  - o Provide medical leadership and expertise for the PAD Program.
  - o Work directly with the Participating Public Agency's Project Manager and with local EMS or other Participating Public Agency departments in an advisory capacity and as part of a team, if necessary.
  - o Provide medical expertise to assist PAD Program planning and development, if required.
  - o Act as a spokesperson regarding medical issues for the PAD Program, if necessary.
  - o Review the Participating Public Agency defibrillation training program, as needed.
  - o Assist with policy and protocol development, as needed.

**B28 AED Event Data Collection and Report Management**

- a) All data collection and transmission and post-event reports will be HIPAA compliant.
- b) Within 24 hours of notification of an AED event, the Offeror may:
  - o Come on-site to download cardiac rhythm data.
  - o Come on-site to replace expended parts and accessories with parts and accessories from the Participating Public Agency's stock.
  - o Submit data timely to the PAD Program physician (Medical Director) for the post-event written report; submit data timely to other designated appropriate parties.

**PART C – TRAINING**

Certified training for employees, instructor-led or on-line

**C1 Training**

- a) The Offeror may:
  - o Offer American Heart Association Heartsaver Series (Adult CPR, AED) or equivalent American Red Cross or National Safety Council Course.
  - o Offer traditional, instructor-led classroom instruction and/or on-line training or a combination of the two.
  - o Provide authorized/approved manuals and appropriate written materials for all participants.
  - o Provide cards or certificates of completion for all participants who complete the course satisfactorily.
  - o NOT accept late arrivals (participants arriving 20 minutes or later after the start of class) into class.
  - o Decontaminate all training equipment according to standards set by the Centers for Disease Control.



RFP11-205753-10

**Attachment B**  
**Detailed Specifications for AED Categories**

- Specify the (1) employee to instructor ratio, (2) employee to training mannequin, and (3) employee to AED trainer ratio.
- C2 Scheduling
- a) The Participating Public Agency's Project Manager may determine the number and location of classes to be taught.
  - b) At no additional charge to the Participating Public Agency, the Offeror may:
    - Conduct training only at a Participating Public Agency site.
    - Provide classes in various locations.
    - Provide evening and weekend classes, if requested.
    - Accept notice of course cancellations at least 48 hours in advance of class.
    - Cancel or reschedule classes with little advance notice in accordance with existing policies regarding cancellations and late openings or liberal or administrative leave.
- C3 Registration
- a) The Offeror may have the ability (1) to offer advance registration and (2) to know the confirmed number of participants 48 hours prior to each class.
  - b) The Offeror may have in-house capability to track (1) classes, (2) student registration, and (3) individual student training expiration dates.
- C4 Instructor Certification and Identification
- a) All instructors may be currently certified for the American Heart Association, American Red Cross or National Safety Council classes/training which they instruct.
  - b) All instructors may display an identification badge containing both company's and instructor's name.
- C5 Equipment and Materials to Be Provided By Offeror
- a) The Offeror may provide all materials and supplies to fulfill each course requirement.
  - b) The Offeror may supply each employee with manual, examination and certification card upon completion of each course.
  - c) The Offeror may distribute an AED Program Information sheet handout to each employee attending training.
- C6 Coordination with Participating Public Agency's Project Manager
- a) The Offeror may (1) coordinate class schedules with the Participating Public Agency's Project Manager; (2) maintain class rosters and individual certification records, and (3) provide the Participating Public Agency's Project Manager with periodic reports of training activity.
  - b) The Offeror may be required to assist the Participating Public Agency's Project Manager in publicizing class schedules.
- C7 Support
- a) The Offeror may have in-house specialists available to answer training questions during normal business hours.



**Attachment B**  
**Detailed Specifications for AED Categories**

**PART D -- TECHNOLOGY SUPPORT**

Web-based management of equipment, service, and training

- D1 Users
  - a) Permit multiple users, including on-site users.
  - b) Assign and track on-site users by department and site location.
  
- D3 Access
  - a) Provide unlimited, 24-hour a day access to all approved system users.
  
- D4 Input user reports
  - a) Accept monthly inspection reports
  - b) Accept annual inspection reports
  
- D5 Data back-up
  - a) Deliver quarterly data back-up to the Participating Public Agency's Project Manager in database format, electronically on CD.
  
- D6 Reporting
  - a) Offer unlimited report data management capabilities.
  
- D7 Track AEDs
  - a) Track AEDs by (1) serial number, (2) location, and (3) the expiration dates of each AEDs respective pads and batteries.
  
- D8 Training
  - a) Provide on-line advance training registration.
  - b) Produce class rosters.
  - c) Track training by (1) class, (2) date, (3) location, and (4) department.
  
- D9 Emails
  - a) Send auto-email messages including, but not limited to:
    - o Monthly inspection reminders
    - o Monthly inspection non-compliance notices
    - o Annual inspection reminders Annual inspection completion
    - o Class reminder Class completion
    - o Class cancellation Service requests
    - o Pads and battery expiration



RFP11-205753-10

**Attachment C**  
**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: \_\_\_\_\_ Phone : \_\_\_\_\_  
Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Description of products or services provided:

Total dollar amount: \_\_\_\_\_  
\*\*\*\*\*

**Reference 2**

Public Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Description of products or services provided:

Total dollar amount: \_\_\_\_\_  
\*\*\*\*\*

**Reference 3**

Public Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Description of products or services provided:

Total dollar amount: \_\_\_\_\_  
\*\*\*\*\*



**Attachment D  
Pricing Sheet**

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/solution offered.						
	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria* *State Other Verifiable Criteria if used
<b>Section A Product Categories:</b>						
A. Personal Protective Equipment (PPE)						
B. Explosive Device Mitigation and Remediation Equipment						
C. Environmental Monitoring						
D. CBRNE Search & Rescue Equipment						
E. Interoperable Communications Equipment						
F. Detection Equipment						
G. Decontamination Equipment						
H. Hazardous Materials Storage						
I. Spill Control and Containment						
J. Physical Security Enhancement Equipment						
K. Fire and Emergency Response						
L. Traffic Safety						
M. Facility Safety and Maintenance						
N. Fall Protection and Confined Space						
O. Medical and First Aid Supplies						
P. CBRNE Reference Materials						
Q. Related Services	Provide separate sheet for Related Services as indicated in Instructions.					
R. Other Non-listed Public Safety, Law Enforcement and Fire Equipment						
<b>Section B Product Categories:</b>						
A. AED Equipment and Accessories						
B. AED Service	Provide separate sheet for AED Service as indicated in Instructions.					
C. AED Training	Provide separate sheet for AED Training as indicated in Instructions.					
D. AED Technology Support	Provide separate sheet for AED Technology Support as indicated in Instructions.					
Supplier Name: _____						
Supplier Signature: _____						

**FAIRFAX COUNTY SPECIAL PROVISIONS****1. PRE-PROPOSAL CONFERENCE:**

- 1.1. An optional pre-proposal conference will be held on March 23, 2011 at 10:30 A.M. in the Fairfax County Government Center, Conference Center Room , 12000 Government Center Parkway, Room 120.C, Fairfax, Virginia (located inside cafeteria). Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management 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.
- 1.2. 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 [lonnette.robinson@fairfaxcounty.gov](mailto:lonnette.robinson@fairfaxcounty.gov).

**2. CONTRACT PERIOD AND RENEWAL:**

- 2.1. This contract will begin on October 1, 2011, or date of award, whichever is later, and terminate on September 30, 2014.
- 2.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The initial term of this contract is for a three (3) year period. The County reserves the right to renew the contract for four (4) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.
- 2.3. 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.

**3. SUBMISSION OF PROPOSAL:**

- 3.1. One (1) original (duly marked) and ten (10) copies of the Technical proposal, and one (1) original (duly marked) and ten (10) copies of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. It is requested that eleven (11) copies of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version. Electronically stamped delivery receipts are available.

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



RFP11-205753-10

**FAIRFAX COUNTY SPECIAL PROVISIONS**

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

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.

- 3.3. Each original and set of the ten (10) copies of the proposal shall consist of:
- Cover sheet (DPSM32)
  - Technical proposal as required in the Special Provisions, paragraph 7, **TECHNICAL PROPOSAL INSTRUCTIONS**.
  - Cost proposal as required in the Special Provisions paragraph 8, **COST PROPOSAL INSTRUCTIONS**. (Appendix B should be included in the Cost proposal).
- 3.4. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

**4. REQUEST FOR PROPOSAL SCHEDULE:**

- 4.1. The following schedule will be used for this Request for Proposal:

<b>Date</b>	<b>Event</b>	<b>Time</b>
March 11, 2011	RFP Released	N/A
March 23, 2011	Pre-Proposal Conference	10:30 a.m.
April 7, 2011	Proposals are due	2:00 p.m.
April 18-20, 2011	Evaluate and Rank Proposals	N/A
April 27, 2011	Potential Interview of Companies with Most Competitive Proposals	10:00 a.m.
June 1, 2011	Award Contract to the highest ranked Offeror	N/A

**5. PRICING:**

- 5.1. 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 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.



RFP11-205753-10

**FAIRFAX COUNTY SPECIAL PROVISIONS**

- 5.2. 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.).
- 5.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix C)
- 5.4. For Section A, Public Safety and Emergency Preparedness Equipment and Section B, AEDs and Accessories; 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.

**6. TRADE SECRETS/PROPRIETARY INFORMATION:**

- 6.1. 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.
- 6.2. 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.

**7. TECHNICAL PROPOSAL INSTRUCTIONS:**

The offeror must submit the Technical Proposal in a separate binder, clearly marked, 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. It is required that ten (10) copies of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

- 7.1.
  - 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. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
  - 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. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.

**FAIRFAX COUNTY SPECIAL PROVISIONS**

4. 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.

7.2. Preliminary Work Plan:

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.

7.3. 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.

7.4. Statement of Qualifications:

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- 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.
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. If applicable, information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.

7.5. Supplier Qualifications, Supplier Worksheet for National Program Consideration (Ref. page 11)

7.6. Supplier Information (Ref. pages 14-17)



RFP11-205753-10

**FAIRFAX COUNTY SPECIAL PROVISIONS**

- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
- e. **Financial Statements:** The offeror shall provide an income statement and balance sheet from the most recent reporting period.
- f. Any and all forms, documentation or other requirements as contained in this RFP.

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

**8. COST PROPOSAL INSTRUCTIONS:**

8.1. The offeror must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. It is required that ten (10) copies of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

The cost of each task or segment of the task shall be itemized.

- a. Offerors must provide a price breakdown for each service/solution separately as well as totals for services/solutions provided together if price differs.
- b. 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.

**9. CONTACT FOR CONTRACTUAL MATTERS:**

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

Lonnette Robinson, CPPB, Contract Specialist  
Department of Purchasing and Supply Management  
Telephone: (703) 324-3281  
E-mail: [lonnette.robinson@fairfaxcounty.gov](mailto:lonnette.robinson@fairfaxcounty.gov)

9.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) or U.S. Communities about this procurement (see paragraph 13.3).

**10. REQUIRED SUBMITTALS:**

10.1. 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.

**FAIRFAX COUNTY SPECIAL PROVISIONS****11. LATE PROPOSALS:**

- 11.1. 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.

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

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

**13. BASIS FOR AWARD:**

- 13.1. 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.

- 13.2. 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.

- 13.3. 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.

- 13.4. 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(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s).

- 13.5. 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 & Emergency Preparedness Equipment and Related Services on a nationwide and local basis in a timely manner.
- B. Depth of Response to TECHNICAL PROPOSAL (Ref. Page 5, Evaluation of Proposals, Section A and pages 39-41 of the Special Provisions, paragraph 7).
- C. Depth of Response to COST PROPOSAL (Ref. Page 5, Evaluation of Proposals, Section B and page 41 of the Special Provisions, paragraph 8).
- D. Depth of Response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (Paragraph 5).



RFP11-205753-10

**FAIRFAX COUNTY SPECIAL PROVISIONS**

- 13.6. 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.
- 13.7. 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.
- 13.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 13.9. 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.
- 13.10. 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.
- 13.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

**14. INSURANCE:**

- 14.1. 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.
- 14.2. 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.



RFP11-205753-10

**FAIRFAX COUNTY SPECIAL PROVISIONS**

- c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
  - d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
  - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - f. Rating Requirements:
    - 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
    - 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
  - g. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
  - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
  - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.
- 14.3. 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.
- 14.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 14.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
- 15. METHOD OF ORDERING:**
- 15.1. The County may use four (4) different methods of placing orders from the final contract: Purchase Orders (PO's); Blanket Purchase Orders (BP's); Small Orders (SO's); and, approved County procurement cards.



RFP11-205753-10

**FAIRFAX COUNTY SPECIAL PROVISIONS**

- 15.2. A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.
- 15.3. Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.
- 15.4. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 15.5. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 15.6. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 15.7. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.
- 16. REPORTS AND INVOICING:**
- 16.1. 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.
- 16.2. 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.
- 16.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

**FAIRFAX COUNTY SPECIAL PROVISIONS****17. PAYMENTS:**

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

**18. CHANGES:**

18.1. 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.

18.2. 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.

**19. DELAYS AND SUSPENSIONS:**

19.1. 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.

19.2. 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.

19.3. 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.

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

20.1. 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****21. PROJECT AUDITS:**

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.
- 21.4. 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.
- 21.5. 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.

**22. DATA SOURCES:**

- 22.1. 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.

**23. SAFEGUARDS OF INFORMATION:**

- 23.1. 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****24. ORDER OF PRECEDENCE:**

- 24.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

**25. SUBCONTRACTING:**

- 25.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmbes.state.va.us>; local chambers of commerce and other business organizations.
- 25.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

**26. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 26.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 26.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 26.3. 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.
- 26.4. 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.
- 26.5. 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.