



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, **Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109**, hereinafter referred to as the "Contractor" and **Prince William County School Board, P.O. Box 389, Manassas, VA 20108**, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated January 19, 2017.
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:
 - 4.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.



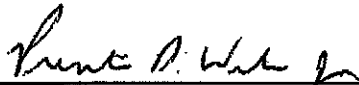
- 4.2. **PROJECT MANAGER:** The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:
5. **TIME OF PERFORMANCE:** In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.
6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.
7. **PAYMENT TERMS:** In accordance with Contractor's proposal, Section 5.3.6.

Prince William 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.

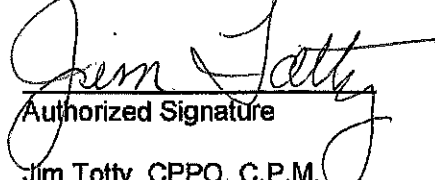
This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:


Authorized Signature
Prentiss D. Wilson, Jr.
Type Name
Vice President
Title
Jan 27, 2017
Date

PURCHASING AGENCY:


Authorized Signature
Jim Totty, CPPO, C.P.M.
Type Name
Supervisor of Purchasing
Title
1-31-17
Date





Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS

R-TC-17006

Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

- a. Contractor's proposal dated October 14, 2016;
- b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
- c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
- d. Contractor's Business Accounts Terms and Conditions (currently available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180>), attached;
- e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

- 9.1. The initial term of this contract shall be five years (5) from the date of award to **December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.



3. The following provision is added to PWCS Special Terms and Conditions:

10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE:

As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Prince D. Wilson
Contractor Authorized Signature

Jan 27, 2017
Date

Vice President
Title

Jim Totty
Jim Totty, C.P.M., CPPO
Supervisor of Purchasing

1/31/17
Date





October 14, 2016

Mr. Anthony Crosby
Coordinator
Prince William County Public Schools
Financial Services/Purchasing Room #1500
RFP #R-TC-17006
P.O. Box 389
Manassas, VA 20108

Dear Mr. Crosby,

It is with great pleasure that we enclose our response to your request for proposal for the on-line marketplace for the purchase of products and services.

Amazon Services, LLC. (Amazon.com) is an e-commerce company offering a range of products and services through our website. Amazon herewith offers Prince William County Public Schools (PWCPs) our Amazon Business solution to assist PWCPs in your on-line marketplace needs.

Please review our responses and feel free to contact Daniel Smith, General Manager, (206) 708-9895 or via email at dls@amazon.com to answer any questions you may have. The entire team at Amazon Business looks forward to building a mutually beneficial relationship with Prince William County Public Schools.

Respectfully,

A handwritten signature in dark ink that reads "Prentis Wilson". The signature is fluid and cursive, written in a professional style.

Prentis Wilson
Vice President
Amazon Business

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1.0 Title Sheet (Tab 1)



Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education®

REQUEST FOR PROPOSAL

ISSUE DATE: September 14, 2016

RFP #: R-TC-17006

TITLE: On-line Marketplace for the Purchases of Products and Services

Sealed proposals must be received and time stamped prior to 2:00 PM, October 14th, 2016. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

All questions/requests for information must be submitted in writing, via email to Anthony Crosby, Coordinator, at crosbyae@pwcs.edu. To be assured consideration all questions/requests for information must be received by **September 30, 2016** prior to **4:00 PM**. After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

PROPOSALS MAILED SHALL BE SENT DIRECTLY TO:

Prince William County Public Schools
Attn: Purchasing Office
Financial Services/Purchasing Room #1500
RFP #R-TC-17006
P.O. Box 389
Manassas, VA 20108

PROPOSALS HAND DELIVERED AND/OR EXPRESS COURIER SERVICES SHALL BE DELIVERED TO:

Prince William County Public Schools
Attn: Purchasing Office
RFP #R-TC-17006
14715 Bristow Road
Manassas, VA 20112
Attn: Financial Services/Purchasing Room #1500

Addendum No. ___ Date: _____ Addendum No. ___ Date: _____ Addendum No. ___ Date: _____

Information the offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 7) of the proposal response. See Proposal Submission Requirements, Section 6.13 in this RFP for additional information.

Proprietary Information Enclosed: ☒ YES ☐ NO

All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 8) of the proposal response. See Proposal Submission Requirements Section 6.15 in this RFP for additional information.

Proposed Exceptions to the RFP: ☒ YES ☐ NO

REQUEST FOR PROPOSALS TITLE PAGE – TWO

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to PWCS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to PWCS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with PWCS. **My signature confirms that I have read and understand the General Terms and Conditions are a part of any negotiated contract.**

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 18 of the General Terms and Conditions, the Offeror agrees, if this proposal is accepted by PWCS, for such services and/or items, that the Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Offeror shall complete the following by checking the appropriate line that applies and provide the required information. Offerors failing to provide the required information indicated below will result in having their proposal not considered for evaluation.

1. ____ Offeror is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Offeror's current valid identification number issued by the SCC is _____. **(The SCC number is NOT your federal tax identification number). -OR-**
2. ____ Offeror is a sole proprietor and no SCC number is required. **-OR-**
3. ____ Offeror is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Offeror's out-of-state location. **Offeror is required to include with this proposal documentation from their legal counsel which accurately and completely states why the Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. -OR-**
4. x ____ Offeror currently has pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals **(PWCS reserves the right to determine in its sole discretion whether to allow such waiver.)**

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: Amazon Services, LLC

Mailing Address:

Amazon Business
c/o Daniel Smith
325 9th Ave N
Seattle, WA 98109

Phone: (206) 708-9895

Email Address: dls@amazon.com

Tax Identification (FIN/SSN#): 82-0544687

Typed/Printed Name: Prentis Wilson

Date: 10/6/2016

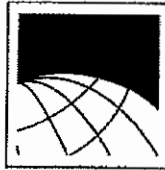
Remittance Address (If Different):

Amazon Services, LLC
410 Terry Avenue North
Seattle, WA 98109
Fax: N/A

Contact Person: Daniel Smith

Signature: 

(Person signing must be authorized to bind the Offeror in contractual matters)



REQUEST FOR PROPOSAL ADDENDUM

ADDENDUM #1

DATE: October 3, 2016

REFERENCE:

Request for Proposal: R-TC-17006
Issue Date: September 14, 2016
Title: On-Line Marketplace
Sealed Proposal Due Date: October 14, 2016 at 2:00 p.m.

All Offerors shall be advised of the following changes/additions in the referenced solicitation:

A. Sealed Proposal Due Date shall remain October 14, 2016 at 2:00 p.m.

B. Section 10.1, page 15 is revised to read as follows:

10.1 By signing and submitting a proposal, the Offeror acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract shall comply as outlined on Attachment C, page 26.

C. Add Section 6.16.2.12. to read as follows:

Access for On-line Marketplace (TAB12)

The Offeror shall provide access to their On-line Marketplace via a user ID and password to include a hyperlink for use during the pricing evaluation. The information must be included in Tab 12 so the Evaluation Committee can access the cost for consideration in the evaluation process.

The instructions related to the above under Section 6.16.2.11. shall hereby be removed; Attachment B and C are the only requirements that remain under Tab 11.

D. The following are questions received from Offerors and the responses as requested:

1. PWCS requests many physical copies of the response in binders. Given the environmental impacts of printed copies, can respondents only supply electronic versions? As a compromise we could supply signature pages with wet signatures.

Answer: Given the needs of the evaluation team and PWCS, this requirement is not flexible. Please provide what was originally requested in Section 6: Proposal Submission Requirements.

2. We do not anticipate needing to visit schools as part of this contract. We will not require "direct contact with students on school property during regular school hours or school-sponsored activities/programs". Do you still require us to sign and submit the form in Attachment C, Certificate of Compliance?

Answer: Yes.

3. Would you kindly notify me if I am eligible to apply for this bid? I am a novice with this bidding system and would appreciate your discerning eye.

Answer: All offerors are eligible to respond. Please see "Multiple Awards" section on page 7 of the RFP.

4. I happen to see your solicitation form on eVa, we are a small business located in Fairfax City and I have a question. Is it possible for us to offer our services on a small portion of your requirements such as pens, eraser, etc.?

Answer: Please see the answer to question #3 above.

5. Besides the RFP Form, how should we present our proposal for products and prices? Should we present a spread sheet with products and pricing? In our case, our Product Category is Category 7.

Answer: Please see Clarification C above.

6. If we are already an awarded vendor on contract RKS-10027-41 Instructional Supplies – Educational and Non-Educational, should we be bidding on this new RFP, or are we already included in the On-line Marketplace?

Answer: The RFP is separate from the existing contract you have with PWCS which will remain in effect. It's at your discretion to respond to this requirement.

7. With all due respect, we do not know how to sign up for the On-line Marketplace? Could you please provide us the hyperlink for it?

Answer: We're seeking offerors that can provide an electronic ordering system for users to purchase directly from a company. We've named it a marketplace to define the ability to perform on-line shopping for the various categories we outlined in the RFP.

8. I am writing you on behalf of IXL Learning, Inc. about RFP #: R-TC-17006 to see if we are a fit for its parameters. IXL is a web-based, supplemental practice program for math, ELA, science and social studies. Are educational software vendors eligible to apply for this bid and if so, which category should we respond under?

Answer: All potential offerors are eligible to submit a proposal. We're looking for a provider that can offer as many of the categories referenced in Section 4.1 of the solicitation. It's really at your discretion as to the particular category you feel best meets our requirements. Educational software is unique and could be offered under Category 10. We will leave that decision solely to each offeror to decide.

9. Here is where I find my question...are you looking for a marketplace type product like what Equallevel offers and what USC has as their existing marketplace product, or are you looking for a marketplace like "Amazon" that is established and able to sell all of the items found out the category list? From reading this bid, that is what I am not clear on and people have seen this both ways.

Are you looking for just the platform (Equallevel, Sciquest...) that can later add all of these commodity category types mentioned in the bid documents, or are you looking to award to a company that already has an established "marketplace" set up to sell all of these items (Amazon, Ebay...)?

Answer: We're seeking firm(s) that are established and able to sell the products directly from their site.

10. We are a serials vendor. Is this RFP pertinent to us? If so, would we apply under Category 4 Books or Category 10 Miscellaneous/Other Category?

We have provided serials to PWCS so want to make sure this is the correct venue for our services.

Answer: Offering one category is not optimal in fulfilling several categories as outlined in the RFP. We will evaluate all proposals and will not discourage any offeror from submitting a proposal.

11. Can you refer me to the website where I can see who received the award for Prince William School District before?

Answer: This is a new requirement, therefore, we have not awarded a contract of this nature before.

12. Can you clarify how US Communities will impact the school purchasing process? Even if schools are able to purchase our program at their own discretion if we are not an awarded vendor with this RFP, will it be harder for schools to purchase our program?

We have many schools already using IXL in PWCS, and we want to ensure that not being a vendor on US Communities will not hinder schools from purchasing our program. We are interested in applying for the RFP, but the requirement to submit monthly sales reports to US Communities and provide them with 2% of sales is tough in terms of sustainably maintaining the contract.

Answer: No, our schools still have the ability to obtain your services under current business processes.

13. I have read through the entire 82 page document, and did not see a list of items or somewhere to fill in a catalog discount %. Where do I enter our discount or pricing terms? Do we just submit our own offer (discount) or price list?

Answer: Please see the response to question #5 above.

14. So, I would come up with the pricing (could be a discount % off each item or a special MB price) I intend to offer. Then apply that pricing to our website and provide a login for the contract analysis. Basically, I am free to offer any discount or special pricing, as long as it is equal to or better than any other offer we have offered on a similar contract?

Answer: Yes, this is solely at your discretion. We understand pricing is dynamic and can change daily.

15. We feel comfortable to provide for apparel and textiles and would like to offer for it only if still acceptable for you. If successful and knowing more about PWCS system how it works in first time, we can easily add other categories as well.

Regarding Order procedure, in case of Apparel Uniform, we are working with Pre-order bases. It means we produce according to actual order status with buyer specific requirement such as fabric items, color, logo which we have to follow buyer specific requirement. In this case, we need lead time to produce such as 45 days or 60 days. I was wonder whether something like this procedure is workable or do we have to carry inventory in advance like a retail store or not?

Answer: The primary use of this requirement will be to purchase items that are routinely readily available for shipping.

16. We are a retailer of orchestral sheet music and PWCS has done business with us for a number of years. Can you please tell me if we are currently under a contract with you and if so, what is the contract number and expiration date?

Answer: No, PWCS does not have a current contract with your company.

17. Can a vendor be awarded to provide product to PWCS without being a provider with U.S. Communities?

Answer: Our intent is to award an overall contract(s) and not a local agreement for PWCS.

18. If a vendor is not awarded, or chooses not to bid, does this preclude the schools of PWCS from purchasing through that vendor?

Answer: Choosing not to bid does not preclude our schools from purchasing from current PWCS vendors.

19. Is the intention of PWCS to have the awarded vendor(s) upload their products to the U.S. Communities Marketplace, or for the awarded vendor(s) create a new Marketplace for the products/services included in this RFP?

Answer: The intent is for an offeror to provide the products from their business to business website (online marketplace). There will be no upload to the US Communities Marketplace and all orders will be placed directly through the vendor's existing platform.

20. What is PWCS' expectation of the minimum sales volume for this contract?

Answer: Please see Estimate Volume on Page 6 of the RFP.

21. How has the US Communities online marketplace performed historically?

Answer: This is the first U.S. Communities solicitation for this type of products and services.

22. Is there a commitment from the US Communities advisory board members to participate in this program upon award?

Answer: Please see Estimate Volume on Page 6 of the RFP.

23. Regarding Section 6.16.2.11 Attachments B&C (TAB11), It is stated that "The offeror shall provide access to On-Line Marketplace via user ID and password via a hyperlink for use during the pricing evaluation". How should a supplier provide this information if they have selected to utilize US Communities existing on-line marketplace for the purpose of this RFP?

Answer: Please see the response to #19 above.

24. Is there a preference to utilize the On-Line Marketplace that US Communities has invested in?

Answer: Please see the response to #19 above.

25. Is there a preference for a local high service solution to this solicitation for participating public agencies?

Answer: Please see the response to #17 above.

26. Will there be multiple awardees per product category?

Answer: Please see "Multiple Awards" section on page 7 of the RFP.

27. How will awardees be listed on the US Communities Marketplace? Hyperlink to each supplier, or will all supplier items be listed by price?

Answer: Please see the response to #19 above.

28. What is the maximum number of awardees PWCS is expecting to make on this RFP by category?

Answer: Please see "Multiple Awards" section on page 7 of the RFP.

29. In order to effectively meet the diversity guidelines for hundreds of end user, would there be at minimum one diverse awardee for every category? Or will US Communities consider this requirement met under the large suppliers subcontracting plan?

Answer: There will be no minimum requirements for MWBE vendors in any category. If you have the ability to propose an MWBE offering, you should do so.

30. In regards to pricing updates, there does not appear to be a specific schedule listed. This typically varies by contract, and requires (30) days written notice. Can you provide the price update schedule for this RFP?

Answer: Please see the response to #14 above.

31. How will product offering be evaluated? I.e. will the vendor offering 25,000+ items on a catalog be favorably weighted versus the vendor offering less than 10,000 items?

Answer: Please see Section 4, Statement of Needs on Page 9 of the RFP.

32. Would we be able to offer any categories, such as Office Furniture, Maintenance Repair Operations, Janitorial Supplies, Break room etc. as part of the "Category 10: Miscellaneous/Other Category" submission? Is there any restrictions on categories we cannot consider under this section?

Answer: Please see Section 4, Statement of Needs on Page 9 of the RFP.

33. Will there be a Hewlett Packard Big Deal in place for this RFP?

Answer: Each proposer should provide a full proposal of their capabilities, including any bulk pricing programs they are able to offer.

34. Is it required for us to participate with US Communities to continue doing business with you?

Answer: Please see the response to #12 above.

35. Is there a cost to participating with US Communities?

Answer: Please see Administration Agreement, Section 5.1, Administrative Fees on Page 49 of the RFP.

36. Can we state deviations/exceptions against the US Communities Supplier Qualifications, Worksheet, or Information?

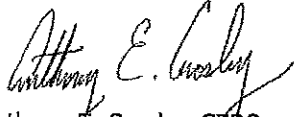
Answer: You must provide responses to all questions in the Supplier Worksheet and Supplier Information Sections.

37. Is the "Master Intergovernmental Cooperative Purchasing Agreement" part of US Communities?

Answer: Yes.

ALL OTHER SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED.

A signed acknowledgment of this addendum must be received by the Central Purchasing Office either prior to the Proposal due date and hour specified, or attached to the RFP. Signature on this addendum does not constitute the Offeror's signature on the original proposal document. The original proposal document shall also be signed.


Anthony E. Crosby, CPPO
Administrative Coordinator

.....
ACKNOWLEDGMENT:

Amazon Services, LLC.

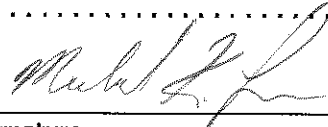
Name of Firm

10/12/2016

Date

203.716.1231

Telephone Number


Signature

Michael K. Levin Sr. Manager, Public Sector
Print Name and Title

n/a
Fax Number

2.0 Executive Summary (Tab 2)

Offeror shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Amazon Services, LLC (Amazon.com) is pleased to respond to the Prince William County Public Schools (PWCPs) Request for Proposal (RFP) for an On-line Marketplace for the Purchases of Products and Services. We are truly excited to offer the Amazon Business Marketplace solution to meet PWCPs' online marketplace needs, and believe that the features and benefits of the Amazon Business Marketplace are an ideal fit with the objectives set forth in the RFP.

As described in the RFP, PWCPs seeks to establish a nationwide cooperative purchasing agreement for the acquisition of products through a single-source, on-line marketplace that will:

- Achieve cost savings for Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals.
- Combine the volumes of Participating Public Agencies to achieve cost effective pricing.
- Reduces the administrative and overhead costs of Participating Public Agencies through state of the art ordering and delivery systems.
- Provides Participating Public Agencies with environmentally responsible products and services.

Amazon shares these objectives, and the Amazon Business Marketplace was born out of consultation with Public Sector customers of all sizes who also sought to have access to a marketplace that contains all of the products and features they need, while at the same time achieving cost savings. From non-profit research institutes, K-12 school districts, universities, local and county government agencies, and healthcare organizations – our Public Sector customers told us that they wanted the Amazon shopping experience when buying for work.

Amazon's mission statement is to be Earth's most customer-centric company, where people can find and discover anything they want to buy online. Amazon Business is a key part of fulfilling this mission. Put simply - if you want it, you can probably find it on the Amazon Business Marketplace.

The Amazon Business Marketplace offers a new account type that provides this experience. Customers have access to a centralized umbrella account for end users, simplifying the purchasing process while increasing cost savings considerations, and allowing users to take advantage of Amazon's wide selection and competitive pricing. A centralized account allows procurement & strategic sourcing departments to view every department, user, and transaction in one place. In addition, the account offers a mechanism to separate personal and work use to ensure only business-related transactions are treated as tax-exempt while preventing any improper use.

An Amazon Business account also includes configurable features that align with your organizations' procurement processes and policies, including: tax exempt shopping, spending approvals & control, punch-out integration, seller and diversity credentials, detailed transaction reporting (level 3), shared and individual payment methods, implementation support and customer service built for business customers. Amazon Business' features and benefits are best viewed as (1) **Product** benefits, (2), **Pricing** benefits, and (3) **Solution** benefits.

Product Benefits

All the Products You Need: From IT to janitorial to those hard to find items, we stock millions of business products, and we're adding more business items and suppliers regularly. Whether it's a 3D printer, a lab beaker or break-room snack, you'll find it on the Amazon Business Marketplace.

Business Offers: Amazon Business gives customers a growing number of business-only product offers. Suppliers such as USBiological and National Business Furniture now make a select number of their products available exclusively for Business customers.

Find the Right Sellers: Find sellers who meet your specific needs through our seller profiles. Discover sellers that meet specific requirements, with attributes like small business, women owned and minority-owned business.

Pricing Benefits

The Amazon Business Marketplace already makes it easy to compare prices and find the best deals. Now we've made it easy for suppliers to provide discounts just for Business customers. Registered customers will see exclusive prices on a growing selection of items.

Free Two-Day Shipping: With Free two-Day shipping on orders of \$49 or more, Amazon Business keeps your organization agile with our fast, free, reliable shipping. You can schedule unlimited deliveries on more than 20 million eligible items. Business customers can also stay informed about Prime and Purchase Delegation.



Compare Offers: Your organization needs to know that it is getting the best products and best value. Amazon Business makes comparison shopping a snap by displaying multiple offers from different sellers on one page.

Amazon Tax Exemption Program (ATEP): If you're eligible for tax-exempt purchasing, you may be able to participate in the Amazon Tax Exemption Program. This program allows you to make tax-exempt purchases and manage tax exemption across your organization.

Solution Benefits

Multi-User Accounts: Onboard your team to Amazon Business and manage individuals and groups of users. Whether your organization has a few employees or a few thousand, we make it easy to connect your team and share payment methods & shipping addresses.

Create Approvals: Customize your approval workflows and set individual spending limits to better manage your organization's purchasing on Amazon Business.

Order Tracking: Amazon Business allows you to use your purchase order numbers or reference text to improve recordkeeping. We also make it easy to track your shipments, by providing estimated delivery dates for all items in your order.

Amazon for Purchasing Systems: Shop on Amazon Business with the controls and oversight provided by your organization's purchasing system. Amazon Business is integrated and certified for punch-out with leading purchasing systems.

Amazon Line of Credit: Apply for an Amazon.com Corporate Credit Line, which allows you to submit a PO and place orders and finance purchases using a Pay-in-Full Credit Line or a revolving Credit Line.

Hundreds of thousands of public sector organizations and private-sector businesses have already moved purchasing to Amazon Business to realize the benefits listed above - achieving cost savings, reducing procurement complexity, all while accessing unmatched product selection breadth. The Amazon Business Marketplace empowers customers by providing transparency of price, delivery options, product rating and seller ratings. It creates a level playing field of sellers, giving end users access to hundreds of millions of products, with price competition that lets customers know they are getting the right product at the right price.

Amazon Business' unmatched breadth and depth of selection, competitive prices, innovative and unique range of account features will enable Prince William County Schools to quickly and easily find and buy almost any product or service. We look forward to further dialogue and an exchange of more detailed information as we progress further with this opportunity.

Note that Amazon's proposal is based on all requested Product Categories set forth in the RFP. We firmly believe that it is of unique benefit to PWCPs to have every product category available in one marketplace. A comprehensive marketplace such as Amazon Business ultimately leads to customer benefits, with a lower cost of ownership, greater ease of administration, and an inbuilt competitiveness through the ability to compare prices and purchase items either directly from Amazon, or from third-party sellers.

3.0 Proposal Profile (Tab 3)

At a minimum, the Offeror will provide the following information:

• *Name of company submitting proposal*

Amazon Services, LLC

Please note that Amazon Services LLC is the legal entity that is responding to this solicitation. Amazon.com LLC is the seller of record for retail purchases from Amazon Business.

• *List any company dba's*

Amazon Business

• *Main office address*

410 Terry Avenue North, Seattle, WA 98109

• *If a corporation, when and where incorporated*

November 15, 2005 in Nevada

• *Number of years in business*

Amazon.com has been in business for more than 20 years. Amazon Business launched on April 28, 2015.

• *Total number of employees*

According to the [Amazon 2015 Annual Report](#), Amazon employed approximately 230,800 full-time and part-time employees as of December 31, 2015. However, employment levels fluctuate due to seasonal factors affecting our business.

The Offeror shall provide a profile of its organization and all other companies who will be providing products and services through a dealer, distribution or subcontractor arrangement with the Offeror.

Amazon is an e-commerce company that offers a range of products and services through our websites. Amazon's websites include merchandise and content that the Company purchases for resale from vendors and also those offered by third-party sellers. Amazon offers its own products as well as third-party products across various categories, through our retail websites and through our mobile websites and applications. We also manufacture and sell electronic devices, including Kindle e-readers, Fire tablets, Fire TVs, Echo and Fire phones.

Amazon offers programs that enable sellers to sell their products and fulfill orders through Amazon's websites and the third-party sellers own websites. We serve developers and enterprises of various sizes through Amazon Web Services (AWS), which offers a set of global compute, storage, database, analytics, applications and deployment services.

4.0 Project Methodology/Approach (Tab 4)

Offeror shall respond to the Statement of Needs (Section 4). The Offeror shall provide a written narrative describing the ability to meet the requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. Offeror shall provide a detailed description and explanation of products and services offered in response to each Product Category listed in the Statement of Needs, Section 4.

In the sections below we outline how the Amazon Business Marketplace meets and exceeds the requirements in the Statement of Needs. We discuss the industry-leading innovations Amazon brings to the On-Line Marketplace, and also discuss a time line for adoption.

4.1 Statement of Needs

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products through a single-source, on-line marketplace. The product category descriptions below are not to be considered restrictive, but rather provide a general, non-inclusive, description of the category. In addition Offerors should include additional product categories under "Miscellaneous/Other" category.

It is first important to note that the Amazon Business Marketplace gives customers the option to purchase items directly from Amazon, or to purchase items from third-party sellers. For items purchased directly from Amazon, Amazon is the seller of record, owns the items, and fulfills all orders. For items purchased directly from third-party sellers on the Amazon Business Marketplace, third-party sellers are always the seller of record and own the items. Third-party sellers can fulfill all orders themselves or choose to utilize fulfillment services offered by Amazon. Nearly half of total units sold on the marketplace are sold by third-party sellers.

Primary seller types on Amazon Business					Free Two-Day Shipping on qualifying orders of \$49 or more
	Offers Visible to All Customers	Owns Inventory	Fulfills Orders	Provides Customer Service	
Amazon Retail	Yes	Amazon	Amazon	Amazon	
Third Party Sellers Fulfilled by Amazon	Yes	Seller at Amazon FC	Amazon	Amazon	
Third Party Sellers	Yes	Seller at Seller Warehouse	Seller	Seller	

Multiple sellers, multiple competitive offers on a single product

Figure 1 - Seller Types on Amazon Business

Product offerings from third-party sellers are presented alongside Amazon Business product offerings on a product detail page. By viewing Amazon Business product offerings alongside third-party offerings, customers are able to select and order goods

based on the best price, shipping and seller preferences (and other criteria). The Amazon Business Marketplace eliminates the need to visit multiple stores or websites for competitive bids. One search in the Amazon Business Marketplace provides access to a multitude of third-party sellers competing for your business, reducing cost and procurement complexity. It is again important to reiterate that Amazon's proposal is based on all requested Product Categories set forth in the RFP.

Amazon Business acts as a search & discovery service and payment processor for third-party sellers. As part of this, third-party sellers can highlight their seller credentials as part of their listing on the marketplace detail page. Proof of the third-party seller's claimed credential is also visible to buyers. At present, Seller Credentials are only available to third-party sellers participating in Amazon Business Marketplace. The current list of credentials available on Amazon Business is publically available on the [Amazon website](#).

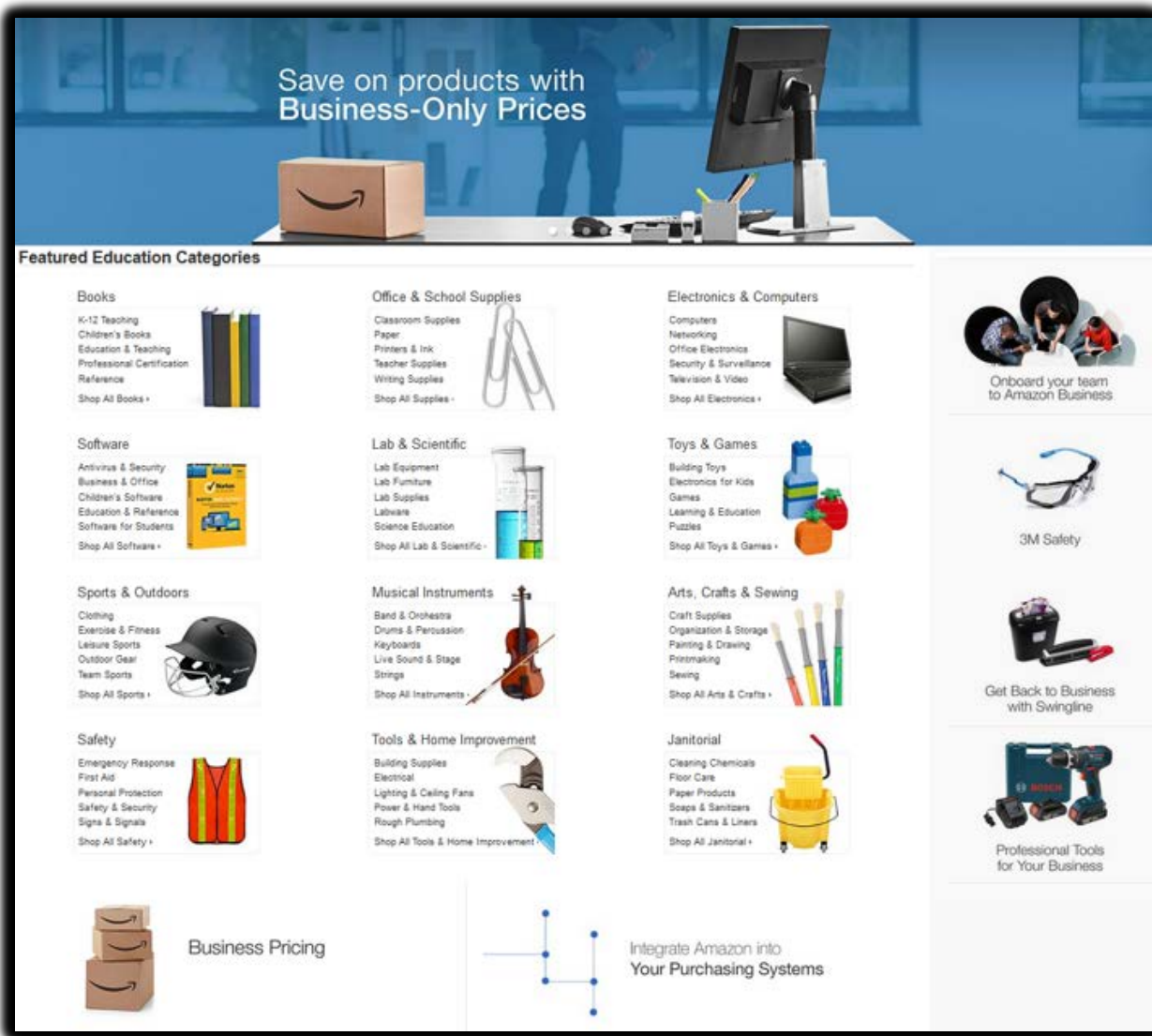
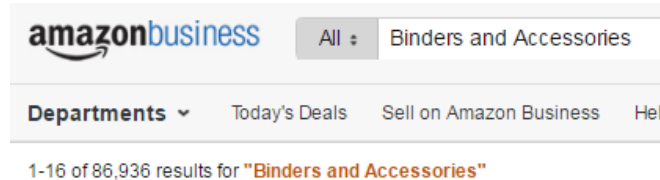


Figure 2 - Amazon Business Marketplace provides a familiar shopping experience for businesses.

Amazon Business provides end users with access to more than 10 million additional business-only products that are not available to Amazon.com users. Some third-party sellers on the Amazon Business marketplace restrict access to certain products because of competitive, regulatory, or other concerns. Amazon Business gives those third-party sellers the confidence that such products will only be sold to qualified businesses. These items are only visible to registered Amazon Business customers.

The Amazon Business Marketplace provides one-stop shopping across a vast selection of millions of business-relevant items for business buyers. This selection can be accessed directly through the Amazon Business marketplace, or via a business's existing eProcurement solution. Our website offers hundreds of millions of products on Amazon. Our open marketplace offers manufacturers and distributors from a wide variety of industries and specialties.

With such an extensive range of products, it is impossible to submit a product line on paper. All products are listed on the Amazon Business site in a user-friendly and easy-to-filter manner. To provide a response that illustrates the vast range of products available to our Business customers, we have listed below the total search results for each category in the RFP. For example, when a category such as 'Binders and Accessories' is searched for on the Amazon Business site there are 86,936 results. These 86,936 search results can then be filtered in order to find the exact kind of binder and accessories needed, as displayed below in **Figure 3**.



Please note that search results listed in the sections below are for the exact product category listed in the RFP (as of October 7th, 2016) and subject to change daily due to the continual addition of products to the Amazon Business Marketplace. We encourage Prince William County to use the demonstration login to conduct similar searches in order to get a feel of the vast range of products available to purchase.

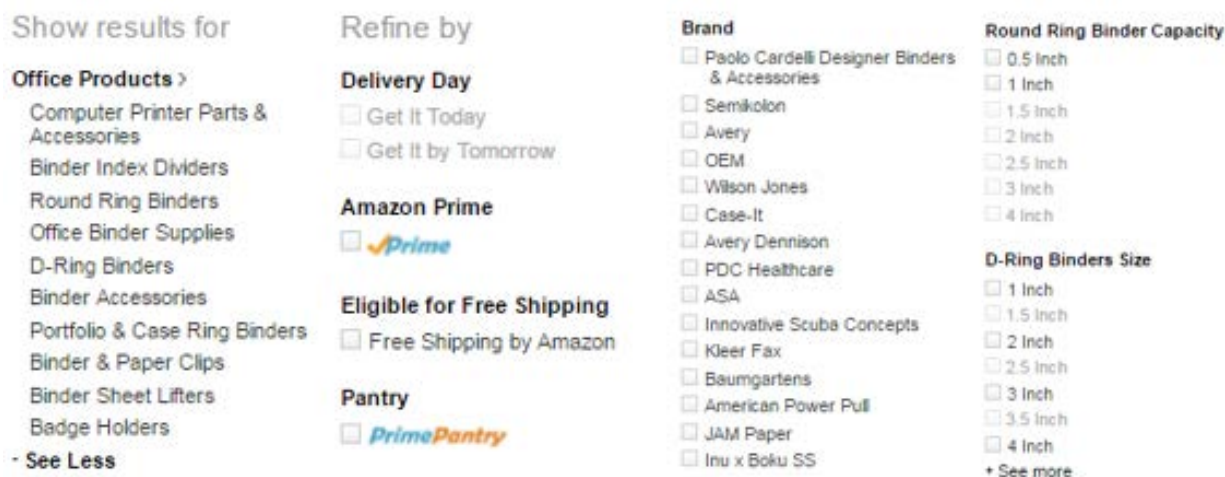


Figure 3 – Some of the Filter Options for 'Binders and Accessories' Search Results on Amazon Business

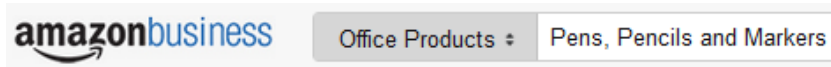
Your firm may not have the ability to provide all categories. The intent is for each Offeror to submit their complete product line so that Participating Public Agencies may order a wide array of products as appropriate for their needs. You may subcontract items your firm does not supply.

Amazon's proposal is based on all requested Product Categories set forth in the RFP.

4.1.1 Category 1: Office Supplies

Amazon Business offers a competitive selection of office supplies products including key brands such as Staples, ACCO, Nestle, Pilot, Boise Paper, Office Depot, Avery, Expo, 3M, Five Star and more. **Table 1** displays the search results on Amazon Business for each of the product categories listed in the RFP under Office Supplies. Note that the search results in the table are filtered to only display products listed under the 'Office Products'

Department on Amazon Business.



Customers can change or expand Departments, or indeed search All Departments on the Amazon Business site. As an example, 'Pens, Pencils, and Markers' displays 68,793 items under the 'Office Products' Department. However, when the search is expanded to 'All Departments', the same search returns 247,769 items.

Table 1 - Category 1: Office Supplies – Search Results under 'Office Products' Department

Product Category	Results
Filing and Storage	48,968
Calendars and Planners	23,707
Basic Supplies	8,885
Desk Accessories and Organization	2,476
Pens, Pencils and Markers	68,793
Business Forms and Record Keeping	645
Post-it Notes	3,774
Labels	175,269
Mail	23,122
Shipping and Envelopes	18,346
Tape	131,627
Presentation Boards	64,929
Staplers and Staples	6,324
Paper Punches	12,425
Paper Clips	33,857
Binders	273,695
Scissors	16,116
Rubber Bands	10,552
Paper	818,903
Copy and Printer	18,404
Notebooks	801,680
Pads	2,368,970
Cash Register and Thermal Rolls	5,493
Photo and Presentation Paper	2,097
Printer Ink and Toner Cartridges	493,166
Office Electronics	2,174,963

4.1.1 Category 2: Classroom, School, Art Supplies and Materials

Top Brands in this category include Learning Resources, Fiskars, Business Source, Singer, 3M, Swingline, and much more. **Table 2** displays the search results on Amazon Business for each of the product categories listed in the RFP under Classroom, School, Art Supplies and Materials. The search results in the table display products listed under 'All Departments' on Amazon Business, given the broad range of departments each item category can fall under. Note that Amazon has a [Classroom and School Supplies Department](#), with millions of related items available to Amazon Business customers.

Table 2 - Category 2: Classroom, School, Art Supplies and Materials – Search Results under 'All Departments'

Product Category	Results
Art Supplies	4,105,919
Craft Supplies	2,645,896
Crayons	347,536
Paint and Paint Brushes	472,287
Ceramics	6,565,186
Pens	112,167
Markers and Pencils	265,676
Glue and Adhesive	74,430
Chalk	267,187
Easels	127,022
Yarn	29,473
Fabric and sewing	515,531
Art paper	3,968,563
Art Paper Rolls and Construction Paper	1,297
Early childhood Products	26,501
Building Toys	230,403
Games	14,196,238
Learning and Education	309,482
Puzzles	432,029
Ink and toner Cartridges	510,368
School Supplies	As noted above, Amazon has a Classroom and School Supplies Department , with millions of related items available to Amazon Business customers.

4.1.2 Category 3: Home Kitchen, Food and Grocery

Top Brands in this category include Hoover, Rubbermaid, Whitmor, Honeywell, OXO, Bissell, iRobot, Sterilite, Renown, Starbucks, Clorox, Keurig, Celestial Seasonings, Georgia Pacific, and Coffeemate. **Table 3** displays the search results on Amazon Business for each of the product categories listed in the RFP under Home Kitchen, Food and Grocery. The search results in the table display products listed under 'All Departments' on Amazon Business, given the broad range of departments each item category can fall under. Amazon's [Home and Kitchen Department](#) contains millions of related items available to Amazon Business customers. Also note that there is a separate department for Grocery & Gourmet Food.

Table 3 - Category 3: Home Kitchen, Food and Grocery – Search Results under 'All Departments'

Product Category	Results
Food	4,267,350
Beverages	2,052,491
Snack Food	135,207
Cooking & Baking	153,143
Small Kitchen Appliances	86,245
Artwork	24,551,934
Bath	12,202,036
Bedding	8,626,216
Home and Office Décor	2,917,812
Kitchen & Dining	746,378
Storage and Organization	322,489

4.1.3 Category 4: Books

Top Publishers include Kaplan, Houghton Mifflin Harcourt, Pearson, Scholastic, Penguin Random House, McGraw-Hill Education, etc. K-12 Professional Development includes titles from publishers such as Marzano, Solution Tree, ISTE, and more. **Table 4** displays the search results on Amazon Business for each of the product categories listed in the RFP under Books. Note that the search results in the table are filtered to only display products listed under the 'Books' Department on Amazon Business.

Table 4 - Category 4: Books – Search Results under 'Books' Department

Product Category	Results
Books	59,690,843
Textbooks	910,099
K-12 Teaching	2,415
Education and Teaching	519,390
Professional Certification	9,837
Reference	5,361,324

Amazon has over 15 years of experience acquiring digital content from hundreds of publishers and thousands of authors. We are among the largest providers of digital learning materials. Amazon has a track record of delivering content to organizations and consumers at the lowest prices and with a variety of licensing options that meet customers' needs. Digitally downloadable products including Kindle eBooks and audiobooks are available in the Amazon Business marketplace but are considered separate orders, and require users to enter a payment method. Therefore, these orders are not subject to Amazon Business approvals and will not appear in business order history. Digital content has certain rights and sharing restrictions. For example, content is tied to the requisitioner's business user account and cannot be shared or transferred to others in your Business Account, even if the requisitioner leaves the organization or converts his or her account to a personal account.

Refer to [Tab 7](#) for additional information on the range of books offered by Amazon.

4.1.4 Category 5: Musical Instruments

Top Brands in this category include Gibson, Epiphone, Yamaha, Numark, Casio, Behringer, Blue Microphones, Shure, Marshall, Pioneer DJ, Fender, Universal One, and more. **Table 5** displays the search results on Amazon Business for each of the product categories listed in the RFP under Musical Instruments. Note that the search results in the table are filtered to only display products listed under the 'Musical Instruments' Department on Amazon Business.

Table 5 - Category 5: Musical Instruments – Search Results under 'Musical Instruments' Department

Product Category	Results
Musical Instruments	734,723
Band and Orchestra	3,213
Drums and Percussion	35,894
Keyboards	23,360
Live Sound and Stage	3,974
Strings	86,890

4.1.5 Category 6: Audio Visual and Electronics

Top Brands in this category include Panasonic, Apple, Bose, Philips, Sony, Sennheiser, Samsung, Ultimate Ears, Anker, Aukey, and more. **Table 6** displays the search results on Amazon Business for each of the product categories listed in the RFP under Audio Visual and Electronics. The search results in the table display products listed under 'All Departments' on Amazon Business, given the broad range of departments each item category can fall under. Note that Amazon Business has separate departments for Cell Phones and Accessories, Electronics, and Video Games.

Table 6 - Category 5: Audio Visual and Electronics – Search Results under 'All Departments'

Product Category	Results
Television and Audio	83,724
Portable Audio equipment and Accessories	14,630
Camera and Video equipment	415,197
Electronics Accessories	39,717,949
Cell Phones	16,005,933
Game Consoles	429,133

4.1.6 Category 7: Higher Education Scientific Equipment and Lab Supplies

Top Brands in this category include Bel-Art, AmScope, Corning, Kimble Chase, Wheaton, Ample Scientific, Fisher Scientific, American BioTech Supply, Boekel, Grant, iChromatography, National Scientific, Chemglass, Cole-Parmer, Agilent Technologies, Thermo Scientific, BenchPro, CeilBlue, EDSAL, Salsbury Industries, United Scientific Supplies, Heathrow Scientific, and more. **Table 7** displays the search results on Amazon Business for each of the product categories listed in the RFP under Higher Education Scientific Equipment and Lab Supplies. The search results in the table display products listed under 'All Departments' on Amazon Business, given the broad range of departments each item category can fall under.

Table 7 - Category 7: Higher Education Scientific Equipment and Lab Supplies – Search Results under 'All Departments'

Product Category	Results
General Lab Supplies Consumables and Supplies	604
Glassware and Plastic ware	707
Laboratory Instruments	11,131
Microscopes	129,028
Scales and Balances	19,418
Liquid Handling	8,428
Chromatography	27,863
Lab Chemicals	126,148
Spectrophotometers	3,042
Filtration	1,308,959
Safety and lab furniture	3,312

4.1.7 Category 8: Clothing

Top Brands in this category include Levi's, Calvin Klein, Lucky Brand, Under Armour, Tommy Hilfiger, Nautica, Hagger, Perry Ellis, Lee, Disney, BCBCMaxazria, Hugo Boss, Lacoste, and more. **Table 8** displays the search results on Amazon Business for each of the product categories listed in the RFP under Clothing. Note that the search results in the table are filtered to only display products listed under the 'Clothing, Shoes and Jewelry' Department on Amazon Business.

Table 8 - Category 8: Clothing – Search Results under 'Clothing, Shoes and Jewelry' Department

Product Category	Results
Clothing	10,547,008
Outerwear	387,529
Athletic Wear	1,012,939
Innerwear	5,229
Belts	223,341
Shoes	1,334,001

4.1.8 Category 9: Animal Supplies, Equipment and Food

Amazon Business has the animal supplies from some of the most trusted names in pet nutrition, including Purina, Kaytee, Fancy Feast, Penn-Plax, Pure Aquatic, MarineLand, Petmate, Sherpa, BestPet, and much more. **Table 9** displays the search results on Amazon Business for each of the product categories listed in the RFP under Animal Supplies, Equipment and Food. Note that the search results in the table are filtered to only display products listed under the 'Pet Supplies' Department on Amazon Business.

Table 9 - Category 9: Animal Supplies, Equipment and Food – Search Results under 'Pet Supplies' Department

Product Category	Results
Bedding	12,162
Mats	37,998
Litter	10,772
Crates	18,558
Grooming	43,358

Boots and Wraps	360
Health and Medical Supplies	777
Pumps and Filters	6,977
Food and Treats	21,003

4.1.9 Category 10: Miscellaneous/Other Category

Proposers are encouraged to provide product/service/solution categories that are purchased by public agencies.

Our website offers hundreds of millions of products from a wide variety of industries and specialties. **Table 10** lists the existing professional storefronts within Amazon Business.

Table 10 - Amazon Business Professional Storefronts

3D Printing	Restaurant & Bulk Food Supply	Cleaning Chemicals
Education	Dishwashing Equipment	Cleaning Tools
Classroom and School Supplies	Commercial Espresso Machines & Coffee Makers	Floor Care
Classroom Furniture	Commercial Food Storage	Odor & Drain Maintenance
Cutting Tools	Concession & Vending Equipment	Paper Products
Abrasive and Finishing Products	Raw Materials	Personal Care Products
Medical Equipment	Material Handling Equipment	Restroom Fixtures
Professional Medical Supplies	Packaging and Shipping Supplies	Trash Cans & Trash Bags
Nursing Supplies	Industrial Light Towers	Filtration Equipment & Systems
Dental Equipment	Pulling & Lifting Supplies	Safety Equipment & Supplies
Dental Instruments and Professional Dental Supplies	Drywall Lifts	Emergency Response Equipment
Laboratory Supplies	Hand Trucks	Hazardous Material Handling
Lab Chemicals, Lab Consumables	Door & Equipment Hardware	Lockout & Tag Out Products
Laboratory Furniture	Fasteners	PPE: Personal Protective Equipment
Food Industry Supplies	Testing, Measurement and Inspection Equipment	Safety Signs & Signals
Food Service Disposables	Janitorial Supplies	

Amongst the hundreds of millions of products available, Amazon Business offers 10 million business-only items, which include printer ink cartridges, stethoscopes and industrial deep fryers. Please visit the following webpage to learn about any product restrictions within the Amazon Business account:

https://www.amazon.com/gp/help/customer/display.html/ref=hp_left_v4_sib?ie=UTF8&nodeId=201613190

4.1.10 Amazon Business Account Features

Amazon Business provides administrators with controls to monitor spending. Current administrator tools and features include multi-user accounts, tax-exemption support, approval workflows and purchasing analytics. Amazon Business also makes it easy for organizations to compare multiple offers on products, and is integrated with leading purchasing systems. Feature include:

- Multi-user accounts, approval workflows, and spend controls
- Tax-exempt purchasing for qualifying organizations
- Business-pricing and quantity discounts on select items
- Purchase orders and customizable analytics reporting
- Free two-day shipping on eligible orders of \$49 or more

Multi-User Accounts & Groups

Organizations can onboard teams to Amazon Business and manage individuals and groups of users. Whether your organization has a few employees or a few thousand, we make it easy to connect your team and share payment methods & shipping addresses. Groups provide an Administrator the ability to organize multiple end users. Create groups based on location, department or any purchasing need that works for your organization. Users are assigned permissions by the Account Administrator. The following table describes the Amazon Business user roles & permissions.

Table 11 - Amazon Business user roles & permissions

	Role	Permission	Visibility
Administrator	- Place orders on behalf of the business/organization. - Invite others to join the business - Manage account settings & business features - Customize account settings, such as set up shared payment methods and shipping addresses that are available to Requisitioners	- Invite (add) users - Establish and manage business account settings (<i>shared payment methods and shipping addresses</i>) - Set up approval workflows and spending limits - Assign a role to a user	- Administrators can view order history for all orders purchased for the organization by users in the business account, or in their group if they are an Administrator of a group - Last 4 digits of payment methods & shipping addresses on orders - Billing addresses - Information available in order history reports for orders placed by any user in the business account or group they manage
Requisitioner	Place orders on behalf of the business (<i>after they are assigned permissions by an Administrator</i>)	- View/download order history for all orders that they placed. - View/utilize shipping addresses & payment methods (<i>last 4 digits visible</i>), as established by an Administrator (<i>*Shared Settings</i>) - Add payment method/shipping address at check-out or add/update in account settings (<i>'Your Account'</i>)	- Requisitioners have the ability to view their account information (<i>unless business account or group contains shared settings</i>) - Item/shipment details on orders they have placed NOTE: Requisitioners <u>do not have access to view/edit:</u> ✓ Billing addresses configured by an Administrator ✓ Order/shipment information placed by other users associated with the business account

Administrators have the ability to add a person & assign user-specific purchasing permissions. Organizations with many end users can upload a spreadsheet and invite up to 1000 users at a time. Added users will receive an emailed invitation on behalf of Amazon Business. To associate an invited user with an Administrator's Business Account, users are required to take action and 'accept purchasing responsibility' within the email body. Once an invitation has been accepted, your account settings will automatically update. Users will migrate from 'Invitations' to the 'People' tab of 'Manage Your Business'.

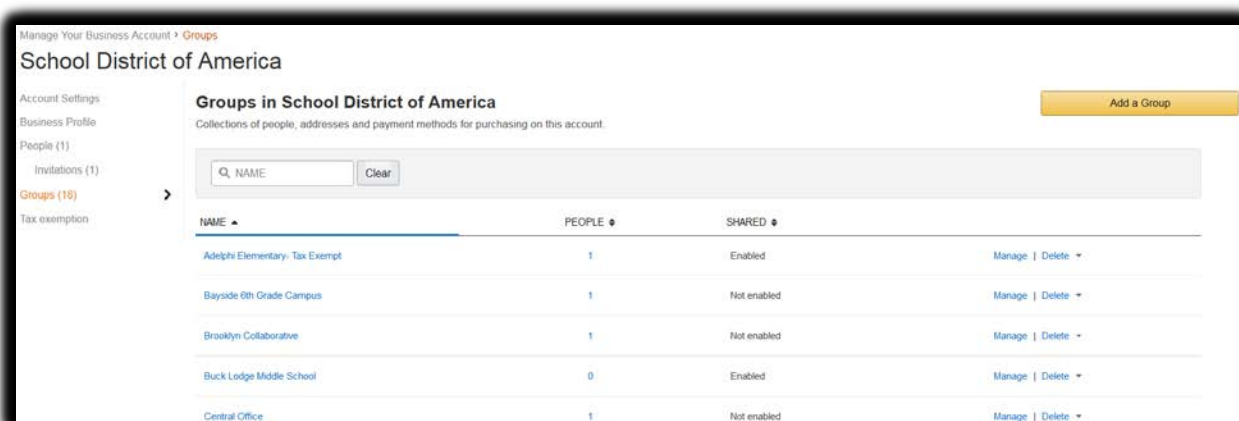


Figure 4 - Create Your Organizational Structure Using Groups and Sub-Groups

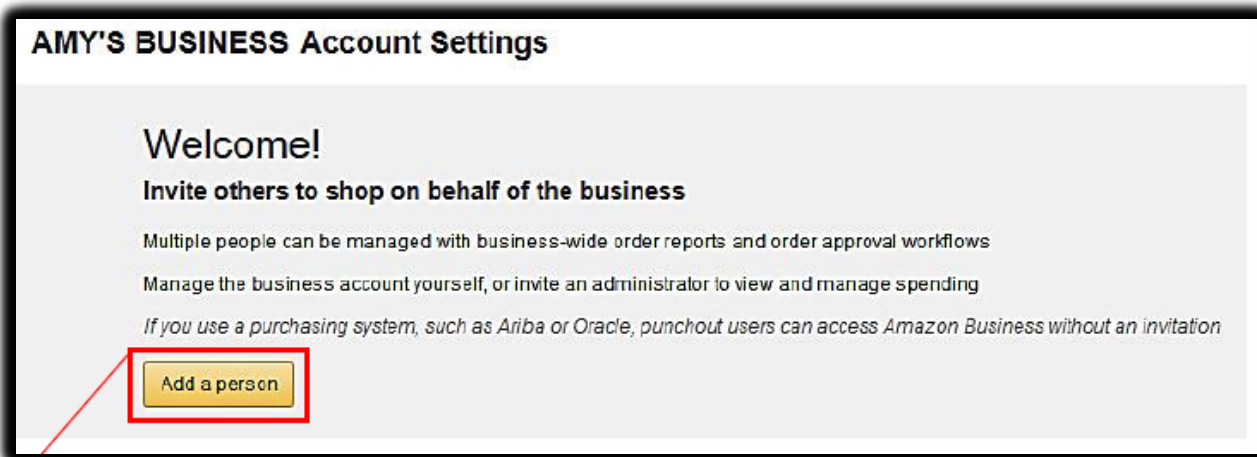


Figure 5 - Invite End Users to Amazon Business

After an organization registers, configures an account and invites users to join the account, end users can start their shopping experience on the Amazon Business home page. End Users search for items their businesses need, view the Amazon and third-party offers for those items, and view the various product details. They can see whether there are offerings from small business or otherwise-credentialed third-party sellers. After making a purchase decision, buyers choose shipping addresses and payment methods before finalizing a purchase.

Amazon Tax Exemption Program (ATEP)

If you're eligible for tax-exempt purchasing, you may be able to participate in the Amazon Tax Exemption Program. The program allows you to make tax-exempt purchases and manage tax exemption across your organization.

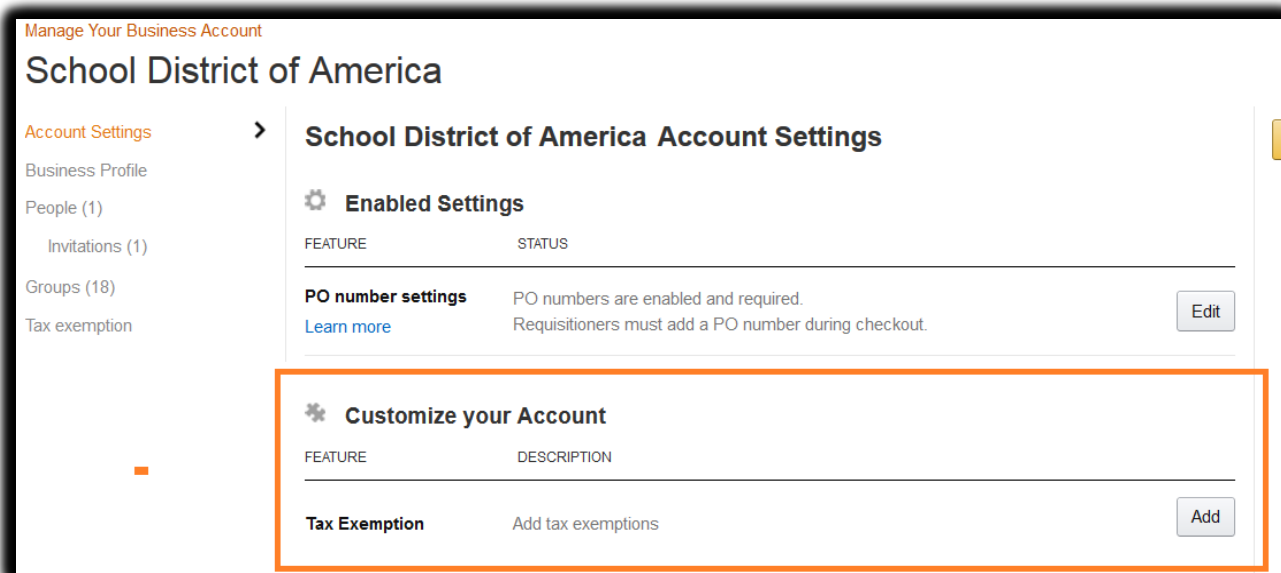


Figure 6 - Add tax exemptions to your Amazon Business Account

Approval Workflows & Spend Controls

Amazon Business adds a layer of oversight to the purchasing process. Account administrators can add purchasing approvals to their accounts. Set individual spending limits to better manage your organization's purchasing on Amazon.

Add approvals to Kennedy High School

Digital-related products, subscriptions and Amazon services such as Amazon Web Services are not subject to approvals.
[Learn more](#)

Email of approver

Per-order spending limit

☐ All orders require approval

☒ Orders above \$ will require approval

What is an approver?
An approver must approve orders exceeding the per-order spending limit. **You may customize approvals for individuals later.**

What is a per-order spending limit?
A per-order spending limit is the amount a user can spend on an order before an approval is required.

Who can I specify as an approver?
Anyone that is part of the business account can be an approver. To specify an approver, enter the email of the person. If the person is not in the account, you can invite them to the account.

Figure 7 - Add Approval Workflows to your Amazon Business Account

The Amazon Business Marketplace helps organizations reduce procurement costs, enables transparency across multiple third-party sellers, and gives organizations access to greater selection and dynamic marketplace pricing. In addition, the organization-friendly features available on Amazon Business provide companies control over purchasing authority and insightful information about their organization's purchasing trends.



by 3M

3M 88 Electrical Tape, .75-Inch by 66-Foot by .0085-Inch

[See all 8 in this Product Family](#)

★★★★★ 125 customer reviews

Price: **\$7.49 & FREE Shipping**

In Stock.

Business Seller Ships from and sold by **MAGELLAN DISTRIBUTION CORPORATION.**

Veteran-Owned Small Business
[See more](#)

Estimated Delivery Date: June 11 - 15 when you choose Standard at checkout.

Product Specifications

Color	Black
EAN	0054007061434
Number of Items	1
UPC	054007061434

Specification for this product family ([See all 8 products](#))

Figure 8 - View information on third-party sellers such as 18 different diversity and quality credentials

Business Pricing

The Amazon Business Marketplace already makes it easy to compare prices and find the best deals. Now we've made it easy for suppliers to provide discounts just for business, including public sector entities like PWCPs. Registered customers will see exclusive prices on a growing selection of items. Amazon Business offers business pricing or quantity discounts on more than 7 million items.

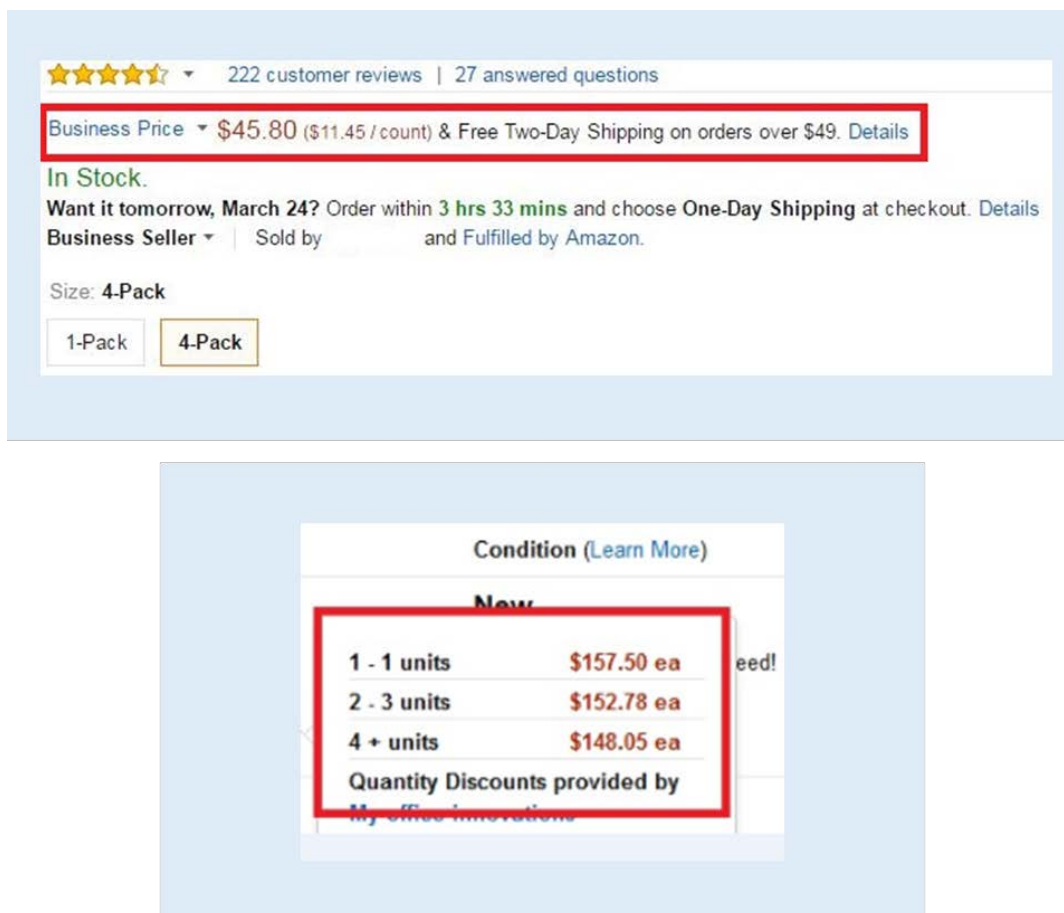


Figure 9 - View discounts only available to Business customers

FREE Two-Day Shipping

With FREE Two-Day Shipping on qualifying orders of \$49 or more, Amazon Business keeps your organization agile with our fast, free, reliable shipping.

Order Tracking

Amazon Business allows you to use your purchase order numbers or reference text to improve recordkeeping. We also make it easy to track your shipments, by providing estimated delivery dates for all items in your order.

Amazon Business for Purchasing Systems

Shop on Amazon Business with the controls and oversight provided by your company's purchasing system. Amazon Business is now integrated for punch-out with more than

30 purchasing systems including SciQuest, Coupa, Ariba, Skyward, ESM, Equal Level, Tyler Munis, and more.

Amazon Business Analytics

Customers can use our analytics dashboard to track and monitor spending on Amazon Business with dynamic charts and data tables. We make it easy to analyze spend by individual users, groups, or your whole organization. Amazon Business Analytics enable customers to:

- Aggregate your purchases to compare and track spend over time
- Organize data by applying additional filters
- Utilize the table view to get details behind graphical summaries
- Customize table view to reflect only desired attributes
- Create & save report templates for fast and easy future reference

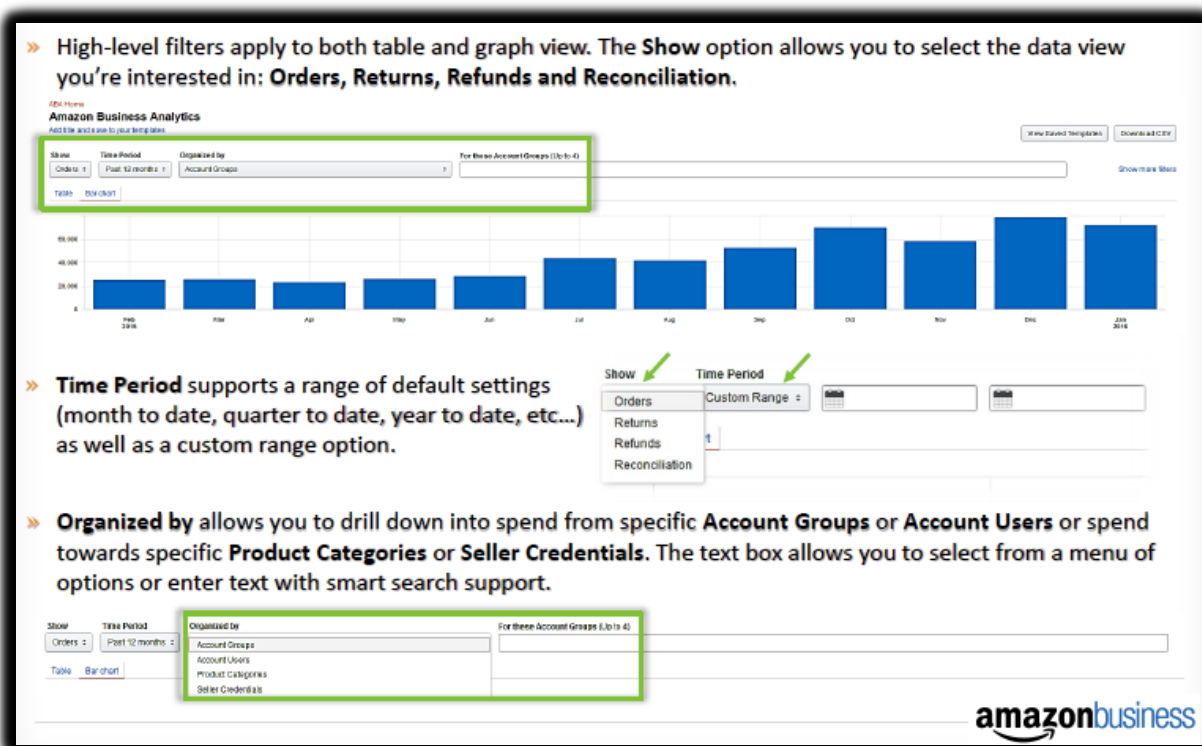


Figure 10 - Analyze spend using Amazon Business Analytics

4.2 Pricing Instructions

4.2.1. All offerors must provide pricing based on their marketplace model.

The Amazon Business dynamic pricing model simplifies the purchasing process while increasing cost savings considerations, and allows users to take advantage of Amazon's wide selection and competitive pricing.

- **Competitive Pricing** - The Amazon Business Marketplace empowers customers by providing transparency of price, delivery options, product rating and third-party seller ratings. The marketplace creates a level playing field of third-party sellers, giving end users access to hundreds of millions of products, with price competition that lets customers know they are getting the right product at the right price.
- **Price Comparisons** - The Amazon Business Marketplace eliminates the need to visit multiple stores or websites for competitive bids. One search in the Amazon Business Marketplace provides access to a multitude of third-party sellers competing for your business, reducing cost and procurement complexity. Product offerings from third-party sellers are presented alongside Amazon's product offerings. By viewing Amazon product offerings alongside third-party offerings, customers are able to select and order goods based on the best price, shipping and seller preferences (and other criteria).

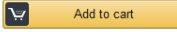
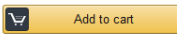
Price + Shipping	Condition (Learn more)	Delivery	Seller Information	Buying Options
\$12.37 & FREE Shipping	New	- Arrives between September 1-23. - Ships from France. Learn more about import fees and international shipping time. - Domestic shipping rates and return policy.	ERTU0 Just Launched (Seller Profile)	 Add to cart
\$18.48 & FREE Shipping	New Super Fast Shipping, we Normally ship same day. However this item ... » Read more	- Arrives between August 22-25. - Want it delivered Tuesday, August 23? Choose Expedited at checkout. - International & domestic shipping rates and return policy.	HonestTraders ★★★★★ 99% positive over the past 12 months. (638 total ratings)	 Add to cart
\$18.48 & FREE Shipping	New BRAND NEW ITEM! We can be ship to Alaska, Hawaii, PO Boxes, Puert... » Read more	- Arrives between August 23-26. - Want it delivered Wednesday, August 24? Choose Expedited at checkout. - International & domestic shipping rates and return policy.	Eco Trade Inc ★★★★★ 97% positive over the past 12 months. (2,188 total ratings)	 Add to cart
\$18.75 & FREE Shipping	New	- Arrives between August 22-30. - Want it delivered Friday, August 19? Choose Expedited Shipping at checkout.	Virtual Indus3 Business Seller ★★★★★ 98% positive over	 Add to cart

Figure 11 - View and compare products and pricing

- **Organization & Quantity Discounts** – Amazon Business' marketplace already makes it easy to compare prices and find the best deals. Now we've made it easy for suppliers to provide discounts just for organizations. Registered customers will see exclusive prices on a growing selection of items. Amazon Business offers organization pricing or quantity discounts on more than 7 million items.

To view our current pricing, please use the following login:

Step 1. Navigate to www.amazon.com/business and click Sign-In.

Step 2. Enter mkl+pwcps@amazon.com. The password is amazon.

4.2.2. Provide offerors proposed shipping methods.

The Amazon Business Marketplace will utilize the same Amazon fulfillment network that supports Amazon's consumer Marketplace. Amazon's U.S. fulfillment network includes more than 50 fulfillment centers, over 23 sortation centers, and more than 90,000 full-time Amazon employees. Also see below information on Fulfillment by Amazon.

Amazon leverages multiple shipments organizations including USPS, UPS, and FedEx to delivery packages to customers.

Exclusively for Amazon Business customers, we offer Pallet Delivery where a customer can receive their large orders on one or more pallets rather than in potentially hundreds of separate boxes.

Previously, a 1000 unit order delivered in 100 boxes in a single delivery would have resulted in:

- 100 individual boxes, difficult to manage and keep track of in a busy receiving dock
- 100 credit card charges and 100 shipping confirmation e-mails
- 100 different shipment tracking pages, one for each package tracking ID

Now, the customer experience is improved in the following ways:

- Consolidated pallets delivered to the customer's receiving dock
- One credit card charge and one shipping confirmation e-mail
- One shipment tracking page to visit to track the entire delivery

Launched in 2006, Fulfillment by Amazon (FBA) is now used by millions of third-party sellers around the world. FBA enables third-party sellers to use Amazon's fulfillment network—more than 100 fulfillment centers around the world, staffed by thousands of Amazon employees—to store, pack and ship their products directly to customers while offering Amazon Prime benefits, free shipping, simple exporting to customers around the world, streamlined cross-border trade, easy returns and Amazon customer service.

FBA is used by sellers of all sizes in more than 100 countries, and allows businesses to take advantage of Amazon's fulfillment services and focus their efforts on growing their business. Sellers from around the world use FBA to ship to 185 countries.

With FREE Two-Day Shipping on qualifying orders of \$49 or more, Amazon Business keeps your organization agile with our fast, free, reliable shipping. You can schedule unlimited deliveries on more than 20 million eligible items.

4.3 Significant Tasks Not Listed

4.3. Offerors are highly encouraged to include in their proposal a description of any significant task not listed in the Scope of Services which they know to be necessary under the proposed contract.

There are no significant tasks not listed in the Scope of Services.

4.4 Innovation

Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to the ON-LINE MARKETPLACE FOR THE PURCHASES OF PRODUCTS AND SERVICES is encouraged.

Innovation is in Amazon's DNA. We work directly with customers to ensure that our innovation is driven by customer demand. This external awareness ensures that Amazon is not limited by a "not invented here" attitude. We continuously evolve and improve our existing services, and are constantly adding new features and services. Some of Amazon's market leading Marketplace-related innovations are listed below.

4.4.1 Amazon Marketplace

Selling on the Amazon Marketplace enables individuals and businesses of all sizes to reach hundreds of millions of customers instantly when they sell their products on Amazon. Third-party sellers on Amazon can list their products with no listing fee and have their products featured right alongside items carried by Amazon. Marketplace's early days were not easy. First, we launched Amazon Auctions. Not many customers came. Auctions transformed into zShops, which was basically a fixed price version of Auctions. Again, no customers. But then we morphed zShops into Marketplace. Internally, Marketplace was known as SDP for Single Detail Page. The idea was to take our most valuable retail real estate—our product detail pages—and let third-party sellers compete against our own retail category managers. It was more convenient for customers, and within a year, it accounted for 5% of units. Today, more than 40% of our units are sold by third-party sellers worldwide. Customers ordered more than two billion units from third-party sellers in 2014.

4.4.2 Amazon Prime

In February 2005, Amazon launched Amazon Prime—an all-you-can-eat express shipping membership program for about a million products. Our vision was that fast delivery should be an everyday experience—rather than an occasional indulgence. With Prime, we introduced three things: first—we sped things up by offering two-day shipping at a time when most customers expected to pay for 4-6 business days; second—we made two-day shipping predictable and guaranteed; third—we made it unlimited, all-you-can-eat with a single annual membership. In its first year, we gave up many millions of dollars in shipping revenue, and there was no simple math to show that it would be worth it. Amazon Prime has continued to be a hit with members. Members love Amazon Prime—it is one of the world's most popular subscription services—with a 50% increase in members globally in 2014. Tens of millions of Prime members enjoy fast, free unlimited shipping on more than 30 million items, as well as unlimited streaming of tens of thousands of movies and TV episodes, more than one million songs—and thousands of playlists and stations with Prime Music, early access to select Lightning Deals all year long, free secure, unlimited photo storage in Amazon Cloud Drive with Prime Photozone and one free pre-released book a month with Kindle First. Prime isn't done improving on its original fast, free shipping promise either. Members in more than 1,000 cities and towns also receive unlimited Free Same-Day Delivery on more than a million items. In addition, Prime members in more than 29 cities across the U.S. receive one and two hour delivery on a selection of tens of thousands of items through Prime Now.

4.4.3 Prime Now

In December 2014, Amazon launched Prime Now in parts of Manhattan—and has since expanded to cities across the United States as well as London. Available to Prime members through a mobile app, Prime Now means customers can get tens of thousands of products like paper towels, shampoo, books, toys, big-screen televisions and batteries delivered right to their door in an hour or less. And in Manhattan, Amazon has expanded the offering to include one-hour delivery from local stores offering items such as groceries, prepared meals and baked goods from D'Agostino, Gourmet Garage and Billy's Bakery. Prime Now relies on Amazon's growing network of fulfillment centers, which use high-end technology to speed up delivery times for customers. A portion of Amazon's new building on 34th Street in Manhattan serves as a hub for delivery of Prime Now orders in New York.

4.4.4 Fulfillment by Amazon

Launched in 2006, Fulfillment by Amazon (FBA) is now used by millions of third-party sellers around the world. FBA enables third-party sellers to use Amazon's fulfillment network—more than 100 fulfillment centers and more than 15 sort centers around the world, staffed by thousands of Amazon employees—to store, pack and ship their products directly to customers while offering Amazon Prime benefits, free shipping, simple exporting to customers around the world, streamlined cross-border trade, easy returns and Amazon customer service.

FBA is used by third-party sellers of all sizes in more than 100 countries, and allows businesses to take advantage of Amazon's fulfillment services and focus their efforts on growing their business. Third-party sellers from around the world use FBA to ship to 185 countries. In a 2014 survey, 71% of FBA respondents reported that their unit sales increased on Amazon more than 20% since joining FBA. And third-party sellers keep joining FBA—in 2014, the number of sellers on Amazon adopting FBA to help scale their businesses grew more than 65% year-over-year worldwide. FBA units shipped worldwide grew more than 50% year-over-year during the 2014 holiday season.

4.4.5 Amazon Launchpad

Introduced in 2015, Amazon Launchpad is a relatively new program that makes it easy for startups to launch, market, and distribute their products to hundreds of millions of Amazon customers across the globe. Since launching a year ago, Amazon Launchpad has worked with over 100 leading venture capital firms, startup accelerators, and crowd-funding platforms to help more than 1,000 startups launch products in the U.S., U.K., China, Germany, and France. The program offers a streamlined onboarding experience, custom product pages, a comprehensive marketing package, and access to Amazon's global fulfillment network, all geared toward helping startups successfully launch their innovations and share their stories. With Amazon Launchpad, startups can overcome many of the challenges associated with launching new products by using Amazon's retail expertise and infrastructure to create awareness and drive sales.

4.4.6 Prime Air

Amazon Prime Air is a future delivery system that will get packages to customers in 30 minutes or less using small unmanned aerial vehicles. With Prime Air, we're developing a system that is safe, environmentally sound and enhances the services we already provide to millions of customers. Today, we are rapidly experimenting and iterating on Prime Air inside our next generation research and development labs, working to make our vision a reality. It may sound like science fiction, but it's real. Putting the system into service will take some time, but one day, seeing Prime Air vehicles will be as normal as seeing mail trucks on the road.

4.4.7 Amazon One

Amazon One, a Boeing 767-300, is our first ever Amazon branded plane which will serve customers by adding capacity to support one and two day package delivery in the US. Adding capacity for Prime members by developing a dedicated air cargo network ensures there is enough available capacity to provide customers with great selection, low prices and incredible shipping speeds for years to come. Over the next couple of years, we'll roll out 40 planes just like this one.

4.4.8 Customer Reviews

Customer reviews were one of our earliest innovations, and many people thought we were nuts. Why would letting people post negative reviews help us sell those products? Because we're in the business of helping customers make better purchase decisions.

Today, customer reviews are a critical part of Amazon. Every day, customers from around the world take to Amazon to write reviews—customers can now upload images, answer other customers' questions about a product and rate one another's reviews—and customers use these reviews to inform their purchasing decisions. Here are a few that made us laugh.

4.4.9 1-Click

In 1997, Amazon launched 1-Click, an innovation that gives customers the ability to make purchases on the Web with just one click of the mouse—no more entering the same information over and over again for each purchase. 1-Click was a first-of-its-kind approach to retail. Before, customers had to re-enter their payment information—even on sites they regularly used—to complete a purchase. 1-Click eliminated this redundancy, making customers' shopping experiences easier and more seamless. It became a new standard for ease of buying on or off the Web.

4.4.10 Dash Button

Launched in March 2015, Dash Button is Amazon's 1-Click ordering brought into the home. It's a service designed to eliminate those moments you realize you forgot to order a frequently-used household item—things like laundry detergent, dog food, diapers, trash bags, and coffee. With a single push of the button, Dash Button automatically places your order. In creating Dash Button, we wanted to give customers more options and to make life a little easier.

4.4.11 Frustration-Free Packaging

We've all had wrap rage from going head-to-head with impossible-to-open packaging. So in 2008 we set out to solve the problem. "Frustration-Free Packaging" was designed to make it easier for customers to liberate products from their packages. We started small with just 19 of the worst offenders—products enclosed in hard plastic cases known as "clamshells" and those secured with plastic-coated wire ties, commonly used in toy packaging.

After smoothing out the kinks and broadening the program, Frustration-Free Packaging has grown to over 400,000 products. And we're happy to report that our customers no longer have wrap rage. What's more, Frustration-Free Packaging has helped the planet by reducing over 50 million pounds of excess packaging to date.

We've heard a lot of feedback from our customers like this:

- *"The old frustration full packaging took scissors and blood and sweat to open. The new way is perfect! Pull cardboard tab, open envelope, memory card in hand."*
- *"I am a huge fan of Amazon Frustration Free Packaging ... Thank you for offering packaging that allows me to access my purchases without endangering myself."*
- *"This was the best packaged item I've ever received from Amazon. No extra box, no frills. Just stick the sticker on the box and go. Way to be sustainable folks!"*

4.4.12 Kaizen & Defect Reduction

We continuously work to streamline our processes and eliminate defects. Doing so drives a better customer experience, including faster delivery and lower costs that enable lower prices for customers. We use many systematic methods to make work processes easier and more efficient, including the "Kaizen" program, named for the Japanese term meaning "change for the better." Through the Kaizen program, employees participate in small teams to identify waste and streamline processes. In 2015, more than 1,100 associates participated in 450-plus Kaizen activities. For example, a Kaizen team at one of Amazon's Phoenix fulfillment centers set benchmark standards for the Box-On-Demand (BOD) process across the network for buildings that handle large-sized customer orders. The new process established staffing standards, created a baseline station design and reconfigured the production area. As a result, custom packaging productivity increased and resulted in an annual savings of six million dollars.

4.4.13 AmazonFresh

Launched in Seattle in 2007, AmazonFresh allows customers to combine grocery and other shopping into one seamless experience that easily fits into their routines and improves their busy lives. Customers can order from more than 500,000 items for same-day and early morning delivery, including everything from fresh groceries and prepared meals to toys, electronics, household goods, and more

Our goal is to help busy families do their weekly grocery shopping in the most convenient way possible. With 24/7 mobile and web shopping, we meet them where they already are—online at home, at work, on a plane or waiting for their kids after soccer practice. We believe the ability to place an order after dinner to be delivered before breakfast the next day is a great benefit for busy parents and professionals.

4.4.14 Amazon Echo and Alexa

In 2014, Amazon introduced Echo, a new category of device designed around your voice. It is hands-free and always on—you can ask Echo for information, music, news, sports scores, and weather from across the room and get results or answers instantly. Echo leverages Amazon Web Services to continue to learn and add functionality over time.

Tucked under Echo's light ring are seven microphones. These sensors use beam-forming technology to hear you from any direction, even when Echo is playing music. Echo uses on-device keyword spotting to detect the wake word. When Echo detects the wake word, it lights up and streams audio to the cloud, using AWS to recognize and respond to your request. Importantly, you can ask Alexa (the AWS Cloud-based voice service that powers Amazon Echo) to order select Prime-eligible products from the Prime catalog or from your order history.

4.4.15 Amazon Web Services

Amazon built AWS and became one of its biggest customers because we wanted to move faster. Before AWS, we had teams working on new ideas for the business and we found that they kept reinventing the wheel. Some of these teams were spending up to 70% of their time re-creating technology infrastructure—things like a web scale database, storage, queuing service, and other capabilities that we already had in use in other areas of the business. Not only was this extremely time consuming work for the teams, it was time that they weren't focused on delivering for customers. They were spending the majority of their time on the undifferentiating parts of the infrastructure required to make the idea work. That just seemed backwards to us.

With AWS, Amazon teams can focus on their ideas—instantly spinning up an experiment of just about any size on-demand, without upfront capital expenditure. And they can spin it down just as quickly to re-tool if they need to, then do it all over again. That kind of experimentation loop can really pay off—particularly for large-scale innovations—when you move rapidly, experiment more, and lower the cost of failure.

As an idea of how AWS innovations directly improve customer experience on Amazon Marketplace, see how the below information regarding how AWS seamlessly scales to accommodate the massive increase of traffic during Amazon's PRIME Day.

- Amazon Mobile Analytics events increased 1,661% on PRIME Day compared to the same day the previous week.
- Amazon's use of Amazon CloudWatch metrics increased 400% worldwide on PRIME Day, compared to the same day the previous week.

- Amazon DynamoDB served over 56 billion extra requests worldwide on PRIME Day compared to the same day the previous week.

4.5 Time Line

Offeror shall provide a time line and schedule for completion of this project, highlighting critical points in the process.

Table 12- Proposed Timeline

#	Action	Target Completion After Award
1	Initial Kickoff to Discuss Expectations, Roles, and Responsibilities	Week 1
2	Identify Program Contact Requirements including Supplier Contact Details	Week 1
3	Review Project Plan including Contract Launch Date & Commitments	Week 2
4	Complete Supplier Setup Form, Identify Training Dates	Week 2
5	Marketing Kickoff to Review Launch Deliverables including Microsite	Week 2
6	Senior Management Status Meeting to Review Contract Launch Status	Week 4
7	Review Joint Target Opportunities	Week 5
8	Upload Content to Amazon Website	Week 5
9	Sales Training & Communication	Week 6 & 7
10	Contract Launch	Week 8

5.0 Supplier Information (Tab 5)

5.1 Supplier Qualifications

a. Supplier Qualifications (Ref. pages 30-34): Offeror shall include a narrative of its understanding and acceptance of the Supplier Commitments.

Amazon has read and understands that the Supplier Qualifications is an opportunity to provide maximum benefit to both U.S. Communities and Participating Public Agencies. If Amazon is awarded this contract, we will discuss the acceptance of the Supplier Commitments directly with U.S. Communities.

5.2 Supplier Worksheet for National Program Consideration

b. Offeror shall provide a completed and signed Supplier Worksheet for National Program Consideration (Ref. page 35).

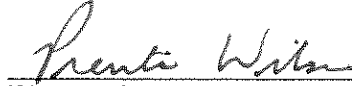
Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES ☒ NO ☐
- B. Does your company have the ability to provide service to any Participating Public Agencies in at least 35 states, and the ability to deliver service in Alaska and Hawaii?
YES ☐ *NO ☒
(*If no, identify the states where you have the ability to provide service to Participating Public Agencies.) **We can provide service to any Participating Public Agencies in at least 35 states, and the ability to deliver service in Alaska. We cannot provide service to Hawaii, Maine, Vermont and Iowa.**
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES ☒ *NO ☐
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:
☐ Sales between \$0 and \$25,000,000
☐ Sales between \$25,000,001 and \$50,000,000
☐ Sales between \$50,000,001 and \$100,000,000
☒ Sales greater than \$100,000,001
- E. Does your company have existing capacity to provide electronic and ecommerce 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 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 ☐
- H. Will your company commit to the following program implementation schedule?
YES ☒ NO ☐
- I. Will the U.S. Communities program contract be your featured public offering to Participating Public Agencies?
YES ☒ NO ☐

Submitted by:

Prentis Wilson
(Printed Name)

Vice President, Amazon Business
(Title)


(Signature)

Oct 6, 2016
(Date)

5.3 Supplier Information

c. Supplier Information (Ref. pages 37-40).

5.3.1 Company

1. Provide the total number and location of sales persons employed by your company in the United States

Currently, Amazon Business has three sales offices (Seattle, Boston, Detroit) but the capability to call on Participating Public Agencies in 35 states.

2. Number and location of distribution outlets in the United States (if applicable);

Amazon's U.S. fulfillment network includes more than 50 fulfillment centers, over 23 sortation centers, and more than 90,000 full-time Amazon employees.

3. Number and location of support centers (if applicable);

This is not applicable.

4. Annual sales for 2013, 2014 and 2015 in the United States; Sales reporting should be segmented into the following categories:

*Cities
Counties
K-12 (Public/Private)
Higher Education (Public/Private)
States
Other Public Sector and Non profits
Federal
Private Sector*

Amazon Business does not report this information separately from the larger Amazon.com marketplace or in these breakdowns. North American sales revenue, not including Amazon Web Services, for the prior three years is presented in **Table 13**.

Table 13 - Amazon.com Inc. Revenue

YEAR	NORTH AMERICA NET SALES
2013	\$ 41.4 B
2014	\$ 50.8 B
2015	\$ 63.7 B

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report

Tax ID number is 82-0544687
DUNS number is 142137640.

Please see **Tab 13.0** for a current Dun & Bradstreet report.

5.3.2 Distribution

1. Describe how your company proposes to distribute the Products nationwide

Amazon Business Marketplace will utilize the same Amazon fulfillment network that supports Amazon's Marketplace. Amazon's U.S. fulfillment network includes more than 50 fulfillment centers, over 23 sortation centers, and more than 90,000 full-time Amazon employees. Also see information on Fulfillment by Amazon under #2 below.

Amazon leverages multiple shipments organizations including USPS, UPS, and FedEx to delivery packages to customers.

Exclusively for Amazon Business customers, we now offer Pallet Delivery where a customer can receive their large orders on one or more pallets rather than in potentially hundreds of separate boxes.

Previously, a 1000 unit order delivered in 100 boxes in a single delivery would have resulted in:

- 100 individual boxes, difficult to manage and keep track of in a busy receiving dock
- 100 credit card charges and 100 shipping confirmation e-mails
- 100 different shipment tracking pages, one for each package tracking ID

Now, the customer experience is improved in the following ways:

- Consolidated pallets delivered to the customer's receiving dock
- One credit card charge and one shipping confirmation e-mail
- One shipment tracking page to visit to track the entire delivery

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

Launched in 2006, Fulfillment by Amazon (FBA) is now used by millions of third-party sellers around the world. FBA enables third-party sellers to use Amazon's fulfillment network—more than 100 fulfillment centers around the world, staffed by thousands of Amazon employees—to store, pack and ship their products directly to customers while offering Amazon Prime benefits, free shipping, simple exporting to customers around the world, streamlined cross-border trade, easy returns and Amazon customer service.

FBA is used by third-party sellers of all sizes in more than 100 countries, and allows businesses to take advantage of Amazon's fulfillment services and focus their efforts on growing their business. Third-party sellers from around the world use FBA to ship to 185 countries.

Amazon leverages multiple shipments organizations including USPS, UPS, and FedEx to delivery packages to customers.

3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.

We continuously work to streamline our processes and eliminate defects. Doing so drives a better customer experience, including faster delivery and lower costs that enable lower prices for customers. We use many systematic methods to make work processes easier and more efficient, including the "Kaizen" program, named for the Japanese term meaning "change for the better." Through the Kaizen program, employees participate in small teams to identify waste and streamline processes. In 2015, more than 1,100 associates participated in 450-plus Kaizen activities. For example, a Kaizen team at one of Amazon's Phoenix fulfillment centers set benchmark standards for the Box-On-Demand (BOD) process across the network for buildings that handle large-sized customer orders. The new process established staffing standards, created a baseline station design and reconfigured the production area. As a result, custom packaging productivity increased and resulted in an annual savings of six million dollars.

We strive for continuous improvement, and we understand that our progress depends on good execution and good judgment from thousands of employees. Amazon has a culture of innovating on behalf of customers, and our operations teams focus on our fulfillment centers and core supply chain processes, creating the capabilities required to enable the world's largest selection with fast free shipping for Prime members.

However, we see the same opportunity to innovate in transportation. Amazon One is our latest innovation in transportation, a Boeing 767-300 that is our first ever Amazon branded plane which will serve customers by adding capacity to support one and two day package delivery in the US. Adding capacity by developing a dedicated air cargo network ensures there is enough available capacity to provide customers with great selection, low prices and incredible shipping speeds for years to come. Over the next couple of years, Amazon will roll out 40 planes to build an even faster and more cost-effective fulfillment network.

Distribution extends to packaging, and we continually strive to optimize the overall customer packaging experience. This includes driving improvements in the sustainability of packaging across Amazon's supply chain, starting with our own packaging and our own operations.

About 25 million times a year, customers write to tell us they love how their products have been packaged – sending us pictures and stories that our packaging and fulfillment center teams love to hear. They also tell us when our packaging hasn't worked – when their products were damaged, when the box used was too big, or just too hard to open. This informs our worldwide packaging team and allows us and our vendors to make improvements. If it's serious enough, their feedback can automatically pull what we call "the Andon cord" to prevent a product from disappointing another customer.

We continue to pursue multi-year waste reduction initiatives – e-commerce ready packaging and Amazon Frustration-Free Packaging – to promote easy-to-open, 100%

recyclable packaging and to ship products in their own packages without additional shipping boxes. Such efforts also seek to eliminate hard plastic “clamshell” cases and the plastic-coated wire ties commonly used in toy packaging. These initiatives have grown to include more than 1.2 million products over time and have eliminated more than 36,000 tons of excess packaging just in 2015.

If executed well, our innovations will also help us to:

- Reduce prep, packing material and shipping supplies;
- Reduce our operational costs by increasing the use of recycled materials
- Increase the overall density of the packages we ship – good for transportation savings and less waste for our customers; and
- Reduce the things that get damaged in transit and eliminate wasted packaging.

4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Amazon's U.S. fulfillment network includes more than 50 fulfillment centers, over 23 sortation centers, and more than 90,000 full-time Amazon employees.

5. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Third-party sellers selling on Amazon are able to be recognized for Quality, Diversity & Ownership credentials. Amazon does not provide assistance to obtain credentials, nor is Amazon a certifying body. Third-party sellers determine their own eligibility for a credential and are solely responsible for obtaining the appropriate supporting documentation, depending on the credential. Credentials are recognized or awarded by third parties. Amazon displays seller credentials because business customers have told us they are valuable in their purchasing decision.

Amazon recognizes the following credentials:

Quality Credentials

- ISO 9001 - Quality Management Systems
- ISO 13485 – Medical Devices Standards
- ISO 14001 - Environmental Management Systems
- ISO 22000 / HACCP - Food Quality Standards
- ISO/TS 16949 - Quality Management Systems - Automotive
- AS 9100 - Quality Systems - Aerospace
- AS 9120 - Quality Systems - Aerospace- Distributors

Diversity & Ownership Credentials

- Small Business
- LGBT Business Enterprise
- Minority Owned Business
- Women Business Enterprise
- Woman-Owned Small Business
- Economically Disadvantaged Women-Owned Small Business
- SBA-Certified Small Disadvantaged Business
- SBA-Certified HUB Zone Firm
- SBA-Certified 8(a)Firm
- Veteran-Owned Small Business
- Service Disabled Veteran-Owned Small Business

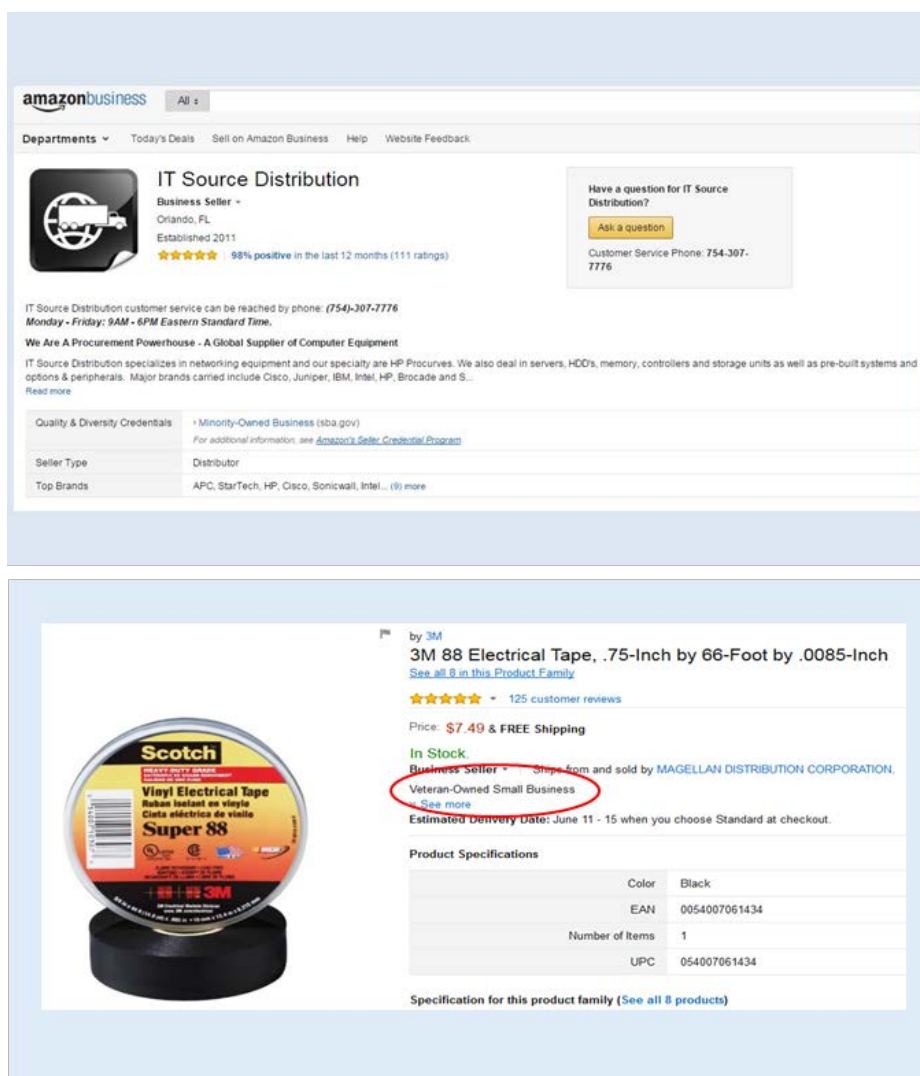


Figure 12 - View information on third-party sellers such as 18 different diversity and quality credentials

Here is a [link](https://www.amazon.com/gp/help/customer/display.html/ref=hp_left_v4_sib?ie=UTF8&nodeId=201715970) for up-to-date details on Amazon's Seller Credential Program:
https://www.amazon.com/gp/help/customer/display.html/ref=hp_left_v4_sib?ie=UTF8&nodeId=201715970

5.3.3 Marketing

1. Outline your company's plan for marketing the Products to State and local government agencies nationwide.

In 2016 Amazon Business will attend several procurement events targeted at education and government agencies in an effort to reach thousands of purchasing administrators, buying influencers, and buying decision makers. For example, Amazon Business attended 5 national events including ASBO, NAEP, NACUBO, FETC, and NIGP Annual Meetings. We also attended or plan to attend more than 20 local, state, and regional conferences. In addition to exhibiting or sponsoring specific events, Amazon Business is also submitting proposals to public agencies. This approach encourages Amazon Business Public Sector existing customers to share best practices rather than traditional commercial sales approaches. The benefit is both acquisition of new customers and increasing spend from existing customers.

- a) Amazon Business Marketing Collateral. Amazon Business shall work with U.S. Communities to create a one (1) page marketing collateral document demonstrating the benefits of the Master Agreement for use by Amazon's public sector sales force personnel.
- b) Sales and Marketing Events. Amazon Business will display the U.S. Communities placard when exhibiting at tradeshow sponsored by U.S. Communities. Supplier shall provide a subject matter expert and content for at least two (2) annual webinars hosted by U.S. Communities.
- c) Tradeshows and Annual U.S. Communities Event. Amazon Business shall send two (2) public sector sales force personnel to U.S. Communities' annual conference.
- d) National Institute of Government Purchasing ("NIGP") Forum. Amazon Business will attend and participate as an exhibitor in the NIGP Forum (with, at a minimum, a 10x10 booth space) each year the Master Agreement is in effect.
- e) Solution-Based Marketing. Amazon Business shall identify the email campaigns provided by U.S. Communities in which Amazon Business will participate and will provide supporting content by published deadlines.
- f) Strategic Marketing Support. Amazon Business marketing team will meet with U.S. Communities' marketing team to discuss promotions and other campaigns and identify plans and opportunities to push activities out to Participating Public Agencies and webpage visitors.

- g) Contract Launch. Amazon Business shall support U.S. Communities' comprehensive marketing plan in support of the Master Agreement by completing the following tasks:
- (i) Amazon Business shall participate in weekly calls with U.S. Communities for six to eight (6-8) weeks to ensure all marketing tasks are completed by launch date.
 - (ii) Amazon Business shall provide a subject matter expert for the two launch webinars hosted by U.S. Communities to promote the Master Agreement.
 - (iii) Amazon Business shall prepare a press release to be posted on U.S. Communities' website and provided to Penton media for announcement in the Coop Solutions newsletter.
 - (iv) Amazon Business shall provide U.S. Communities with its logo pursuant to Section XX of the Administration Agreement.
 - (v) Amazon Business shall provide content to U.S. Communities for the microsite to be created on U.S. Communities' website.
 - (vi) Search Engine Optimization – Amazon Business will work with U.S. Communities to optimize content on U.S. Communities' website for organic search results.

2. Explain how your company will educate its national sales force about the Master Agreement.

Amazon Business shall establish and implement a training program for its public sector sales force personnel on the Master Agreement and U.S. Communities program, and within one (1) month of the execution of the Master Agreement, will ensure that all Amazon Business public sector sales force personnel have completed such training. Thereafter, all new Amazon Business public sector sales force personnel will receive training on the Master Agreement and the U.S. Communities Program during new hire orientation. Supplier will cooperate with U.S. Communities on its training program by reviewing program content and/or developing program training materials. Amazon Business' public sector sales force personnel will be trained on presenting the Master Agreement, including presenting the Master Agreement as a featured offering to Public Agencies, and as appropriate, in response to Public Agency procurement solicitations.

3. Explain how your company will market and transition the Master Agreement into the Featured offering to Participating Public Agencies.

Dedicated U.S. Communities Web-Based Homepage. Amazon Business shall design and implement a dedicated U.S. Communities web-based homepage for the purpose of promoting the Master Agreement and on-boarding Participating Public Agencies. Amazon Business shall ensure that the dedicated U.S. Communities web-based homepage receives featured placement on the Amazon Business public sector landing

page (currently found at www.amazonbusiness.com/education). Amazon's dedicated U.S. Communities web-based homepage will contain the following:

- (i) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (ii) Copy of original procurement solicitation;
- (iii) Copy of Master Agreement including any amendments;
- (iv) Summary of Products and Services pricing;
- (v) Electronic link to U.S. Communities' online registration page;
- (vi) A summary of Amazon Business features and benefits as described in the Master Agreement
- (vii) A Registration Flow that will include:
 - (A) A link for existing Amazon Business customers to become a U.S. Communities member;
 - (B) A link for existing U.S. Communities' members to register for an Amazon Business account; and
 - (C) A link for U.S. Communities members to opt-in to the Master Agreement;
- (viii) An opt-in and verification process to use the U.S. Communities Master Agreement
 - (A) Form will require Public Agencies to authenticate first as an Amazon Business customer;
 - (B) Form will require Public Agency Name, Agency Type (Public Agency Address, Tax Identification Number, Contact Name, Contact Title, Contact Phone, Contact Email; and
 - (C) Upon form submission, customer will be notified within five (5) business days to confirm program eligibility as a Participating Public Agency.

4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement.

Amazon Business shall design and implement a dedicated U.S. Communities web-based homepage for the purpose of promoting the Master Agreement and on-boarding existing government customers. The homepage will have a registration flow that will include a link for existing Amazon Business customers to become a U.S. Communities member.

Amazon Business shall proactively send email campaigns to existing customers following the contract launch.

5.3.4 Products, Services and Solutions

-
1. *Provide a description of the Products and Solutions to be provided by the major product categories set forth in Statement of Needs of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.*
-

Please refer to **Tab 4.0** (Statement of Needs).

-
2. *State your normal delivery time (in days) and any options for expediting delivery.*
-

Please refer to **Tab 4.0** (Statement of Needs).

-
3. *State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?*
-

There are times when products are out of stock but will be back in stock in a short period of time. In cases such as these, our customers may still order the item, and the item will be reserved for the customer against our incoming stock. This is what is known as a backorder. It is in the customer's best interest to place an item on backorder so when items come back into stock they will be the first to receive the items; this is our first-come-first serve policy. Occasionally backordered items are canceled by the manufacturer and may not be available - in this case you would be notified by our customer service department. You may cancel a backorder at any time prior to shipment by notifying our customer service department. Backordered items will not be charged to credit card orders until the item has shipped from our warehouse. However, any other form of payment will result in an immediate charge.

-
4. *State restocking fees and procedures for returning products.*
-

You can return many items sold on Amazon.com. When you return an item, you may see different return options depending on the seller, item, or reason for return.

To start a return on an item you ordered:

1. Go to the [Online Returns Center](https://www.amazon.com/returns). (<https://www.amazon.com/returns>)
2. **Follow the on-screen instructions to get a return mailing label and choose a return option.** Depending on the item's eligibility, you'll be able to choose one of the following options:
 - o Refund
 - o Replacement
 - o Exchange

Note: Not all options will be available for all items. For items sold by an Amazon seller that aren't eligible for Amazon Prime from that seller, you will see Submit return request. The seller reviews the return request before issuing a refund or replacement. If you don't receive a response within two business days, you can submit an A-to-z Guarantee claim. For more information, go to [A-to-z Guarantee Protection](https://www.amazon.com/gp/help/customer/display.html?nodeId=537868). (<https://www.amazon.com/gp/help/customer/display.html?nodeId=537868>)

When you return an item, your refund and how your refund is issued may differ based on the condition of the item, how long you've had the item and how the item was purchased. More information on your refunded any restocking fees can be found here: https://www.amazon.com/gp/help/customer/display.html/ref=help_search_1-1?ie=UTF8&nodeId=901926&qid=1471226377&sr=1-1

For more information, please visit <https://www.amazon.com/returns/>.

5. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.

Exclusively for Amazon Business customers, we offer beta programs for customers to provide feedback on new features including Pay by Invoice, Catalog Curation, cXML Invoicing, and more.

6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current.

There are hundreds of millions of products on Amazon Business Marketplace, and we're adding more business items and suppliers regularly. You can purchase these new items as soon as they are available on the Amazon Business Marketplace.

5.3.5 Quality

1. Describe your company's quality control processes.

Amazon's Inventory Control Quality Assurance (ICQA) process reports on how well we're following processes in our Fulfillment Centers (FCs) and Customer Service centers. We are extremely customer focused, and analyze root causes of defects to drive improvements.

The Operations ICQA team has two functions: inventory control (IC), which focuses on cycle-counting and related analysis/research to understand and correct any variances in our inventory, and quality assurance (QA), which audits how well we're sticking to agreed processes and highlights any discrepancies. This team also helps analyze customer-facing metrics.

2. Describe your problem escalation process.

Amazon Business provides a dedicated Customer Services team for organizations. Customers can contact Amazon Business Contact service by phone, email, or chat.

Amazon Business Customer Service may be reached by phone at **(866) 486-2360** Monday – Friday 8am – 10pm Eastern and Saturday & Sunday 8am – 5pm Eastern.

End Users can submit general feedback about the Amazon Business program, specific products or services by emailing the team directly amazonbusinessfeedback@amazon.com. The business team will review your feedback, but due to volume we will not be able to respond to all emails.

3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

Amazon Customer Service tracks all customer inquiries through an internal ticketing system where they are assigned a priority. Customer will receive notification from Customer Service once their problem has been resolved.

4. Describe any anticipated issues in servicing Participating Public Agencies and how you plan to manage these issues.

Amazon.com provides customer services to hundreds of millions of customers worldwide. We offer support by phone, email, and chat. Amazon Business customers benefit from a dedicated Customer Service team including Enterprise support for customer integrations with eProcurement systems (Punchout).

5. Describe and provide any product or service warranties.

You can return many items sold on Amazon.com. When you return an item, you may see different return options depending on the seller, item, or reason for return.

Amazon.com Return Policy - Items shipped from Amazon.com, including Warehouse Deals, can be returned within 30 days of receipt of shipment in most cases. Some products have different policies or requirements associated with them.

Amazon.com and Seller Returns Policies are available on the [Amazon site](https://www.amazon.com/gp/help/customer/display.html?nodeId=15015721).
<https://www.amazon.com/gp/help/customer/display.html?nodeId=15015721>

5.3.6 Administration

1. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

What payment methods are available?

Payment methods, such as a debit or credit card, or Amazon line of credit, can be set up to support one or multiple people in a business. An Administrator can choose between individual or shared payment methods.

What payment options are available?

- Individual Payment Methods - Amazon Business accounts are automatically set up to support individual payment methods. All business-users will use their own payment methods & shipping addresses to place orders. Payment methods can be added or modified during checkout or in a business user's Account Settings. When the business is enabled with groups that use individual payment methods, Requisitioners must add and edit their payment methods and shipping addresses.

- Shared Payment Methods - At any time, the Administrator can edit the business or group (if enabled) to shared payment methods, which are available for all Requisitioners to use when placing an order. With shared payment methods, only administrators can edit shared payment methods and shipping addresses, and they can only be added and edited from the business settings page.

2. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

When a customer checks out and submits their order, the following process occurs:

1. Amazon Payments receives the order and authorizes the customer's payment method. Amazon Payments also sends an order confirmation email to the customer and sends a "Sold, Ship Now" email to the seller.
2. The seller views the order by using the *Manage Orders* feature in Seller Central (*Amazon Seller Account*).
3. The seller fulfills the order (pick, pack, and ship) using their own business processes. (*Note that if the seller is also using Fulfillment by Amazon – FBA – for orders, Amazon can be selected to fulfill orders.*)
4. Amazon Payments charges the customer for the order, sends the customer an email that the seller shipped the order, and disburses funds to the seller's account.

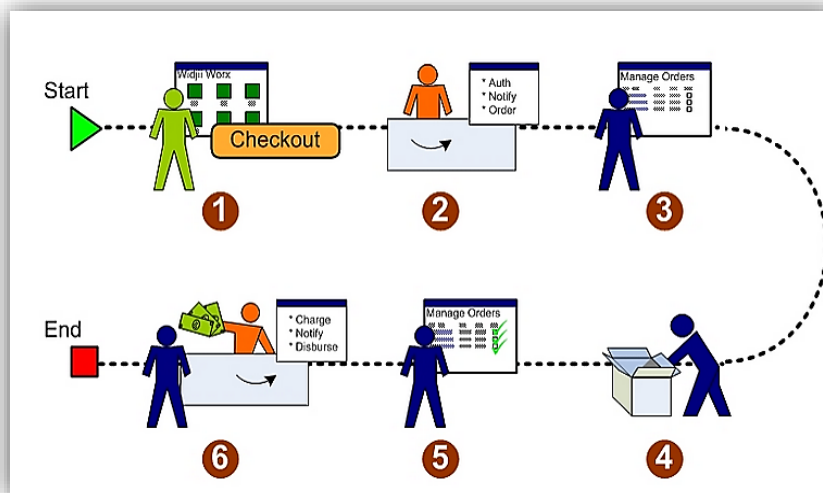


Figure 13 - Check-out and order fulfillment process

3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP

provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Amazon Business PunchOut provides integration between a punchout user placing purchase requisitions on Amazon.com through their purchasing system, and order fulfillment by Amazon and its third-party sellers. With Amazon PunchOut, after the requisition is approved, Purchase Orders are sent to Amazon from a purchasing system such as Ariba, Coupa, or SciQuest (a full list of supported eProcurement systems are located in the hyperlink below). The purchasing system commonly supports accounts payable activities, workflow, and purchasing controls.

<https://www.amazon.com/b2b/info/purchasing-system?layout=landing>

Amazon Business PunchOut Customer Experience

The punchout process involves a few basic steps. An employer-designated punchout user selects Amazon Business in their purchasing system. Next, they shop on Amazon Business, add products to the Cart, and submit the Cart for order approval. With punchout, the order approval workflow occurs within the purchasing system.

After receiving the Cart, the purchasing system automatically creates a purchase order (PO) number based on the item and quantity in the Cart. Next, it sends the purchase order to Amazon through its technical systems. Amazon does not receive orders through email or FAX.

Note: The PO created at the Cart is not related to any existing form of PO that your business may use separately. Purchase orders created for fulfillment through Amazon PunchOut must consist solely of basic information regarding the products selected for purchase (e.g., quantity, product name). Amazon does not accept any additional terms, conditions, obligations or provisions that are different than those set forth in the Amazon Business Accounts Terms & Conditions, which govern your use of Business Accounts and Amazon PunchOut and which you agree to when you register your business with Amazon.

The PunchOut process involves a few basic steps:

Step 1: A punchout-user selects Amazon Business in their purchasing system.

Step 2: While shopping on Amazon, the punchout-user adds products to their cart.

Step 3: The punchout-user submits the Cart for approval.

Step 4: After receiving the Cart, the purchasing system automatically creates a purchase order (PO) number based on the item and quantity in the Cart.

Step 5: The purchasing system then sends the purchase order (PO) number to Amazon through its technical systems.

eProcurement Integration Case Study: Clark University

Objective: Clark University implemented SciQuest in 2013 to help manage and automate the purchasing and payment process. While SmartBuy Plus incorporated

several online catalogs for key vendors, purchasers were still buying a significant volume of items through Amazon using either personal or Clark-issued credit cards. This process was inefficient as it created additional reconciliation or reporting work for purchasers and it by-passed the eProcurement system that was in place to help manage the purchasing and approval process. Clark needed a way to shift that purchasing onto its eProcurement platform.

In March 2015 Paul Wykes, Clark's Business Manager, learned that the Amazon Business punch-out could be enabled on SciQuest. Paul hoped that Amazon punch-out would give faculty and staff one-stop access to the world's biggest online retailer through SmartBuy Plus. Through his SciQuest representative, he reached out to Amazon Business to learn more about the program. Clark registered for Amazon Business in April and went live with Amazon punch-out on May 1 with a pilot group of 20 users. Clark is using a shared corporate credit card to enable centralized billing.

In August, Clark University rolled out Amazon Business punch-out to all 150 purchasing system users. Clark distributed an email newsletter and informational sheet to users and added an Amazon Business logo to its SmartBuy login page.

Results: "Amazon was the most requested catalog from our end-users, so when it became available, it was a no-brainer," says Wykes, adding that faculty and staff value the ease of use, convenience, and selection. Wykes says Clark's Business and Financial Services Office likes the integration with its eProcurement system and spend controls.

Increasing the use of Clark's eProcurement system to purchase goods and services helps the university manage its expenses, lower administrative overhead, and ensure compliance with purchasing policies. Before Amazon Business punch-out, Clark struggled to balance the demands of faculty and staff with the goals of the business office. Clark believes Amazon will see more business as a result of the punch-out integration.

"It has increased the use of our eProcurement system," says Wykes. "Previously, many shoppers used Amazon but did it through other channels. We want to increase use of the eProcurement system and having Amazon as a punch-out catalog has been a big help in accomplishing that. It has increased utilization and lowered our administrative overhead."

4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.

None at this time for Amazon Business Marketplace.

5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency.

Within sixty (60) days of the end of each calendar month, Amazon Business shall deliver to U.S. Communities an electronic accounting report summarizing all purchases made under the Master Agreement during such calendar month.

6. *Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.*

Customers can use our analytics dashboard to track and monitor spending on Amazon Business with dynamic charts and data tables. We make it easy to analyze spend by individual users, groups, or your whole organization. Amazon Business Analytics enable customers to:

- Aggregate your purchases to compare and track spend over time
- Organize data by applying additional filters
- Utilize the table view to get details behind graphical summaries
- Customize table view to reflect only desired attributes
- Create & save report templates for fast and easy future reference

» In the graph view, the **Organized by** option determines how the data is aggregated so you can compare and track spending over time.

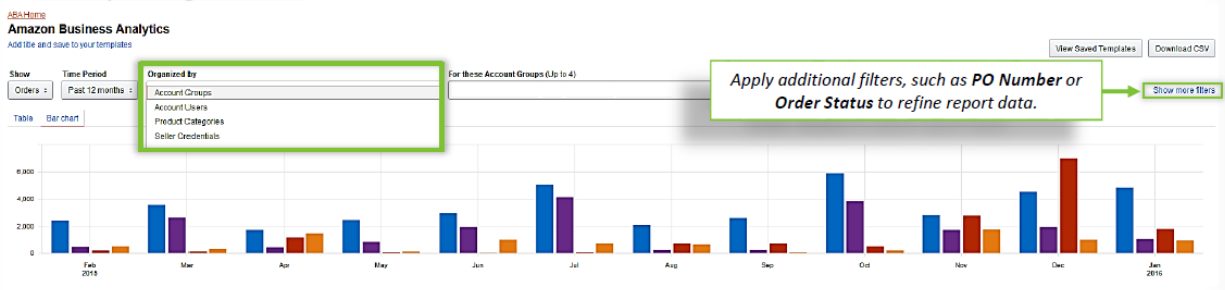


Figure 14 - Compare and Track Spending Over Time

» Or you can compare how you are spending towards certain product categories on Amazon Business:

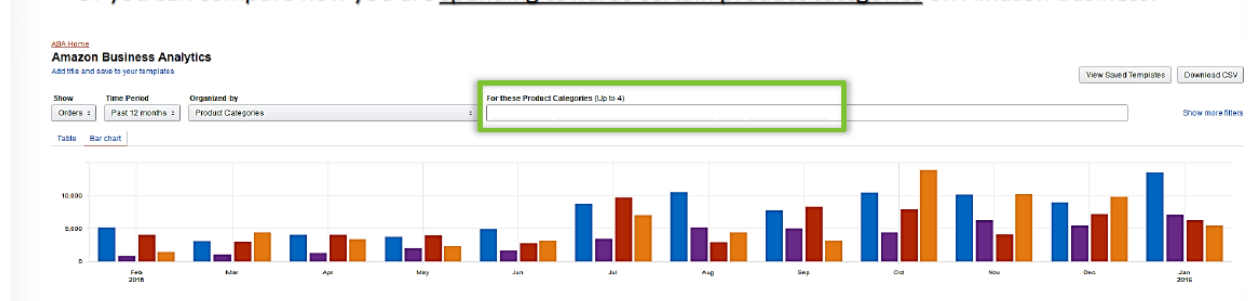


Figure 15 - Compare Spending on Product Categories

-
- 7. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.*
-

Leveraging the Amazon Business Marketplace with millions of third-party sellers, we are interested in working with Participating Public Agencies on developing tools that will create greater efficiencies in the bid/quotation process, increase transparency and buying power, improve contract compliance, and consolidate the administrative overhead of managing hundreds or thousands of individual suppliers. If given the opportunity, we look forward to discussing these improvements and alternatives with Prince William County Public Schools.

5.3.7 National Staffing Plan

-
- 1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:*
- a. Identify the key personnel who will lead and support the implementation period of the contract outlined in the New Supplier Implementation Checklist along with the amount of time to be devoted to implementation*
 - b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;*
-

An Amazon Business General Manager for one of our Public Sector verticals (Education, Government, or Healthcare) will provide executive support for the program.

Lead Referrals - Amazon Business shall 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 follow-up by Amazon's staff to requests for contact from Participating Public Agencies. Amazon Business will follow-up on any leads routed through Amazon's lead referral contact person within five (5) business days of receiving a lead. Amazon Business will enable Participating Public Agencies to utilize the Master Agreement within five (5) business days from the time a Participating Public Agency completes Amazon's online registration form.

-
- 2. Provide an organizational chart of your company.*
-

Amazon does not publish organization charts. Please see the [Amazon 2015 Annual Report](#) for a list of our officers and board members.

<http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-reportsAnnual>

-
- 3. Submit the resumes of the below personnel:*
- a. The person your company proposes to serve as the National Accounts Manager,*
 - b. Key executive personnel that will be supporting the program.*
-

Please see **Proprietary Information (Tab 7)** for this information.

5.3.8 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.

Please see **Section 4.4** Innovation.

6.0 References (Tab 6)

*The Offeror shall complete the Contractor Data Sheet (**Attachment A**), to include a minimum of three (3) organizations for which the Offeror has provided these products of the same or greater scope within the past three (3) years and can attest to the Offeror's qualifications and ability to perform the services described in the Statement of Needs. Include the business name, address, and name, telephone number, fax number and e-mail address of the contract administrator.*

ATTACHMENT A

Solicitation #R-TC-17006

CONTRACTOR DATA SHEET

1. QUALIFICATION OF OFFEROR: The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: 20 Years Months.
3. REFERENCES: Offerors shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. **PWCS cannot be a reference.**

1.	Customer Name: Gwinnett County Public Schools	Contact Name: Kevin Kriews	Contact Title: Assistant Director
Address: Gwinnett County Public Schools 437 Old Peachtree Road Suwanee, Ga 30024		Phone No. 678-301-6287	
E-mail: Kevin_Kriews@gwinnett.k12.ga.us		Fax No. 678-301-6284	
2.	Customer Name: Virginia Beach City Public Schools	Contact Name: Jodi Geary	Contact Title: Procurement Card Manager
Address: Virginia Beach City Public Schools Office of Purchasing Services 2512 George Mason Drive Virginia Beach, VA 23456		Phone No. 757.263.1192	
E-mail: Jodi.Geary@vbschools.com		Fax No. 757.263.1147 Fax	
3.	Customer Name: Houston Independent School District	Contact Name: Rick Gay	Contact Title: Chief Procurement Officer

<u>Address:</u> Houston Independent School District Hattie Mae White Educational Support Center 4400 West 18th Street Houston, TX 77092 <u>E-mail:</u> rgay@HoustonISD.org	<u>Phone No.</u> 713-556-6532
	<u>Fax No.</u> 713-556-6564

7.0 Proprietary Information (Tab 7)

Any such information must be submitted under this tab. See Section 6.13 for additional information.

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8.0 Exceptions (Tab 8)

Any exceptions being taken to the RFP must be listed under this tab. See Section 6.15 for additional information.

6.15. Submission of Proposed Exceptions:

*PWCS proposed contract documents and this Request for Proposals contain terms and conditions PWCS favors and intends to use for the resultant contract. **If the Offeror wishes PWCS to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal.***

Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with PWCS standard contract and will be required to furnish all other required contract documents including tax identification or social security number within ten (10) days after receipt of notification that the contract is ready for signature; otherwise, PWCS may award the contract to another Offeror. See Section 6.17, Format and Content of Proposal, for specific instructions regarding the submission and identification of proposed exceptions.

Amazon Services LLC takes the following exceptions:

- **Solicitation Document, Page 6, Participating Public Agencies:**

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.

Amazon reserves the right to limit participation under the Master Agreement to certain states.

- [REDACTED]

- **Section 5.2, Supplier Worksheet:**

B. Does your company have the ability to provide service to any Participating Public Agencies in at least 35 states, and the ability to deliver service in Alaska and Hawaii?

As noted on the worksheet, we can provide service to any Participating Public Agencies in at least 35 states, and the ability to deliver service in Alaska. We cannot provide service to Public Agencies in Hawaii, Maine, Vermont and Iowa.

- [REDACTED]

- **Tab 11, Attachment C, Certificate of Compliance:**

Page 15 of Solicitation, Section 10.1: *By signing and submitting a proposal, the Offeror acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract shall comply as outlined on Attachment C, page 26.*

Amazon does not anticipate providing services requiring contact with students on school property, and therefore believes the Certificate of Compliance is inapplicable to the anticipated scope of this contract. If Amazon is awarded this contract, we will discuss applicability of this Certificate of Compliance.

- **Section 10.2, AUDIT:**

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS, its authorized agents shall have full access to and the right to examine any of said material during said period.

To the extent that you have questions about the data supplied by us in any accounting statements or reports, or the amount or calculation of amounts paid pursuant to this agreement, the parties will engage in good faith efforts to resolve such questions and, upon your reasonable request, we will furnish back-up documentation sufficient to verify the accuracy and completeness of such accounting statements or reports, and to demonstrate the manner in which the amounts were calculated.

- **Section 10.4, EXTRA CHARGES NOT ALLOWED:**

The proposed prices shall be for the complete delivery ready for PWCS use, and shall include all applicable freight charges; extra charges will not be allowed for delivery to multiple locations.

Shipping pricing will be clearly delineated on the website at the time of order.

- **Section 10.6, WARRANTY:**

Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of delivery or by manufacturer's warranty, whichever is greater. Should any defect be noted by PWCS, the Purchasing Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to PWCS and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the cost occasioned thereby or obtains an equitable adjustment in the contract price.

Amazon-branded products are subject to the warranty provisions set forth on the applicable product detail page. For products sold by Amazon as the seller of record that are obtained by Amazon from a supplier, Amazon does not provide any warranty but Amazon agrees to pass through to you any transferable manufacturers' standard warranties. Amazon makes no warranties of any kind with respect to products sold by third-party sellers.

- **Section 11, PWCS General Terms and Conditions:**

Amazon takes exception to each of the terms in Section 11 of the RFP, inclusive of paragraphs 1-50. Amazon instead proposes our standard terms and conditions (available at https://www.amazon.com/gp/help/customer/display.html/ref=hp_gt_b2b_h_tc?nodeId=202025510) and, if Amazon is awarded this contract, we will discuss the modification of such terms to address PWCS-specific public sector requirements.

- **Attachment D, 3. CONTRACT TERM AND RENEWAL, Section 3.1; see also Contract Term & Renewal, Solicitation Document p. 15:**

The initial term of this contract shall be from the date of award to __, 20XX, with the option to renew four additional one-year periods, one year at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

Amazon proposes a 5-year base term plus two 2-year options. Pricing will be in conformance with the terms in the Administrative Agreement.

- **Attachment D, 3. CONTRACT TERM AND RENEWAL, Section 3.2:**

For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t0.htm>), Urban Consumers (CPI-U), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.

Pricing will be in conformance with the terms in the Administrative Agreement.

9.0 Other Information (Tab 9)

Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Statement of Needs or which the Offeror deems are relevant to its selection.

9.1 Ethical Work Practices

At Amazon, we work hard to ensure that every Amazon product our customers buy is made in a way that ensures respect for the rights of workers in Amazon's supply chain and throughout our operations. Our teams work on a continuous improvement model, researching and identifying risks in places where we source and operate, and designing programs to ensure that we build the capability to understand and mitigate those risks.

Amazon is strongly committed to conducting its business in a lawful and ethical manner, including engaging with suppliers that are committed to the same principles. We require suppliers in our manufacturing supply chain to comply with our Supplier Code of Conduct* ("Supplier Code"), which is detailed below. Amazon also expects our suppliers to hold their suppliers and subcontractors to the standards and practices covered by our Supplier Code. Our products must be manufactured in a manner that meets or exceeds the expectations of Amazon and our customers as reflected in our Supplier Code.

Here are some of the key areas we focus on:

- Health and safety in production areas and any living quarters
- The right to legal wages and benefits
- Appropriate working hours and overtime pay
- Prevention of child labor or forced labor
- Fair and ethical treatment, including non-discrimination

To ensure that our audit protocol and standards incorporate best-in-class practices, we conduct formal benchmarking with industry experts to review Amazon criteria against globally-recognized international standards and other businesses in the retail and electronics industries. We work closely with a leading independent specialist in designing, operating, and continually improving our audit program. Amazon managers participate directly in many of the on-site audits. Audit reports and findings are reviewed regularly by the senior leadership of the appropriate business and corrective action plans are implemented as needed.

We partner closely with our suppliers to drive continuous improvement in worker conditions. We train our suppliers on the standards and conduct required by our Supplier Code. We use independent auditors to audit suppliers and verify compliance, including through confidential worker interviews. We audit all suppliers at least once per year to monitor continued compliance and improvement; many sites are audited multiple times a year, including for follow-up audits to address specific findings. Amazon may terminate its relationships with any supplier that violates our Supplier Code or does not cooperate with our auditors.

Every site audit includes:

- Inspection of all areas of the site and any living quarters;
- Confidential worker interviews conducted without site management present;
- Review and analysis of site documents to assess workers' age, contracts, compensation, working hours, and workplace conditions;
- Audit and review of current licenses and any past compliance issues; and
- Identification of areas for improvement and development of a remediation plan.

Upon completion of an audit, a supplier must promptly provide a detailed remediation plan for each issue identified. Amazon tracks remediation closely and conducts follow-up audits for significant issues. Between audits, Amazon employees often meet on-site with supplier managers to discuss open issues and remediation progress.

9.2 Environmental Stewardship

Online shopping is inherently more environmentally friendly than traditional retailing. The efficiencies of online shopping result in a greener shopping experience than traditional retailing.

Amazon's energy and environmental efforts are taking place across the company, and at our locations around the world. We are constantly looking for ways to build upon our best energy and environmental practices and use them throughout Amazon. Examples of Amazon's environmental initiatives include:

- **Clean Power Plan Amicus Brief** - In April 2016, Amazon joined Apple, Google, and Microsoft in filing a legal brief that supports the continued implementation of the U.S. Environmental Protection Agency's Clean Power Plan (CPP) and discusses the technology industry's growing desire for affordable renewable energy across the U.S. Read the brief [here](#)¹.
- **American Business Act on Climate Pledge** - In 2015, Amazon signed the White House's American Business Act on Climate Pledge to express support for action on climate change and to accelerate the transition to a low-carbon economy. The pledge brought over 150 companies together to voice support for a strong outcome in the 2015 Paris climate negotiations and to demonstrate their ongoing commitment to climate action.
- **Amazon Wind and Solar Farms** - In 2015, Amazon announced the construction of Amazon Solar Farm US East, Amazon Wind Farm (Fowler Ridge), Amazon Wind Farm US Central and Amazon Wind Farm US East. Located in Virginia, Indiana, Ohio and North Carolina respectively, these new solar and wind farms are expected to generate more than 1.6 million MWh of additional renewable energy into the electric grids that supply current and future AWS Cloud data centers. The energy produced from these projects is enough to power roughly

¹ http://d0.awsstatic.com/Sustainability/2016.04.01_AMICUS_FOR_RESPONDENT_BRIEF_filed_by_AMAZON.pdf

the equivalent of 150,000 U.S. homes, which is slightly larger than the city of Cleveland, Ohio. Amazon Wind Farm (Fowler Ridge) became operational January 1, 2016. Learn more [here](#)².

- **Recycling Energy** - Amazon's newest buildings in the Denny Triangle area of Seattle will be heated using an innovative approach to sustainability—[recycling energy](#)³ from a nearby data center. This "district energy" system works by capturing heat generated at a non-Amazon data center in the neighboring Westin Building and recycling that heat through underground water pipes instead of venting it into the atmosphere. This unique approach is nearly four times more efficient than traditional heating methods and will also enable the Westin Building data center to cut back on the energy it uses to cool its building. The district energy system came about from a collaboration among Amazon, Clise Properties, McKinstry and the City of Seattle. Through it, Amazon will be able to heat 3 million square feet of office space. This ability to recycle energy from a neighbor is another big benefit of having an urban campus in the heart of Seattle

One of Amazon's focuses on the environment includes AWS's long-term commitment to achieve 100% renewable energy usage for our global infrastructure footprint.

Environmentally conscious Amazonians work together to implement environmental and energy initiatives across all parts of the company through the Kaizen program. Through this program, Amazon employees at all levels dive deep to identify waste and design alternative solutions that are more energy efficient. At Amazon, we're constantly looking for ways to further reduce our environmental impact. This spans our company—from our innovative building design to our Frustration-Free Packaging to business-specific initiatives like the AWS Climate Change Grant Program. Our original work at Amazon was, and continues to be, environmentally friendly, since online shopping is inherently more environmentally friendly than traditional retailing. The efficiencies of online shopping result in a greener shopping experience than traditional retailing.

Amazon Frustration-Free Packaging is a multi-year initiative designed to make it easier for customers to liberate products from their packages. Frustration-Free Packaging is easy-to-open, 100% recyclable and products ship in their own packages without additional shipping boxes—it eliminates hard plastic "clamshell" cases and those annoying plastic-coated wire ties commonly used in toy packaging.

Through the Amazon Frustration-Free Packaging Certification initiative, manufacturers can send their packaged products to our labs for free analysis and feedback on how their packaging can become Certified Frustration-Free. Our Certified Frustration-Free Packaging has grown to more than 400,000 products. Frustration-Free Packaging has helped the planet by reducing more than 50 million pounds of excess packaging to date.

² <https://www.amazon.com/p/feature/e9gomtbrh5qk4yp>

³ <https://www.amazon.com/p/feature/8sbggvr8fsks7kg>

Product Recycling

Amazon supports the responsible disposal and recycling of electronics products. To encourage our customers to recycle their Amazon devices, we offer free shipping for this purpose. We also cover the costs associated with Amazon device recycling, which is performed by licensed recycling facilities. In 2015, we became an industry steward participant and financial supporter of Call2Recycle. As part of this program, customers can drop off Amazon Basics rechargeable batteries at more than 34,000 collection sites throughout the U.S. and Canada.

Additionally, we offer the Amazon Trade-In program which promotes the reuse, resell or responsible recycling of hundreds of thousands of eligible items in working or non-working conditions. Through the program, customers can trade in an array of eligible items, including electronics, with the convenience of free shipping. In exchange, the program offers Amazon Gift Card value which can be used toward anything Amazon offers.

Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from PWCS in addition to general assistance.

There are no additional expectations from PWCS other than general assistance to promote the Master Agreement to Participating Public Agencies.

[REDACTED]

[REDACTED]

[REDACTED]

11.0 Attachments B & C (Tab 11)

11.1 Attachment B – Completed Vendor Information Form

ATTACHMENT B

**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Purchasing Office**

VENDOR INFORMATION FORM

The following vendor information is required with all RFP responses along with a completed and signed W-9 form:

Ordering/Purchase Order Submission:

Legal Business Name: Amazon Services, LLC
D/B/A: Amazon Business
Address: 410 Terry Avenue North
City, State, Zip: Seattle, WA 98109
Phone: (206) 708-9895 Fax: N/A
Email: N/A

Tax ID#: 82-0544687

Remittance: Check box if same as above ☐

Legal Business Name: Amazon Services, LLC
Address: 410 Terry Avenue North
City, State, Zip: Seattle, WA 98109

Contact Information:

Name: Daniel Smith
Title: General Manager
Phone: (206) 708-9895 Fax:
E-mail Address: dls@amazon.com

**Attention Vendors: Visit the PWCS Purchasing Office website at
<http://purchasing.departments.pwcs.edu> to:
Register on-line (Click on “Vendor Registration”)
Obtain a W-9 form and instructions**

11.2 W-9 Form

This W-9 is for Amazon.com LLC, not Amazon Services LLC. Amazon.com LLC is the seller of record for retail purchases from Amazon Business and has a different W9 and TIN than Amazon Services LLC—the legal entity that is responding to this solicitation.

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.																																													
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Amazon.com LLC																																																
	2 Business name/disregarded entity name, if different from above																																																
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) C Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) E (Applies to accounts maintained outside the U.S.)																																													
	5 Address (number, street, and apt. or suite no.) 410 Terry Avenue North **** NOT A PAYMENT REMITTANCE ADDRESS****		Requester's name and address (optional)																																														
	6 City, state, and ZIP code Seattle, WA 98109																																																
	7 List account number(s) here (optional)																																																
	Part I Taxpayer Identification Number (TIN)																																																
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr><tr><td colspan="9" style="text-align: center;">or</td></tr><tr><td colspan="9" style="text-align: center;">Employer Identification number</td></tr><tr><td style="width: 25px; height: 25px; text-align: center;">9</td><td style="width: 25px; height: 25px; text-align: center;">1</td><td style="width: 25px; height: 25px; text-align: center;">-</td><td style="width: 25px; height: 25px; text-align: center;">1</td><td style="width: 25px; height: 25px; text-align: center;">9</td><td style="width: 25px; height: 25px; text-align: center;">9</td><td style="width: 25px; height: 25px; text-align: center;">4</td><td style="width: 25px; height: 25px; text-align: center;">9</td><td style="width: 25px; height: 25px; text-align: center;">8</td></tr></table>					Social security number																		or									Employer Identification number									9	1	-	1	9	9	4	9	8
Social security number																																																	
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Employer Identification number																																																	
9	1	-	1	9	9	4	9	8																																									
Part II Certification																																																	
Under penalties of perjury, I certify that:																																																	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																	
3. I am a U.S. citizen or other U.S. person (defined below); and																																																	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																	
Sign Here	Signature of U.S. person Hallie Parchman		Date 1/22/2016																																														
General Instructions																																																	
Section references are to the Internal Revenue Code unless otherwise noted.																																																	
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 .																																																	
Purpose of Form																																																	
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:																																																	
• Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions)																																																	
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property)																																																	
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																																	
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.																																																	
By signing the filled-out form, you:																																																	
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),																																																	
2. Certify that you are not subject to backup withholding, or																																																	
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and																																																	
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																																	
Cat. No. 10231X Form W-9 (Rev. 12-2014)																																																	

11.3 Attachment C – Certificate of Compliance Form

Amazon does not anticipate providing services requiring contact with students on school property, and therefore believes the Certificate of Compliance is inapplicable to the anticipated scope of this contract. If Amazon is awarded this contract, we will discuss applicability of this Certificate of Compliance.

ATTACHMENT C



Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education ®

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia* §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

Company Name

#R-TC-17006

Solicitation #

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

12.0 Access for On-Line Marketplace (Tab 12)

The Offeror shall provide access to On-line Marketplace via user ID and password to include a hyperlink for use during the pricing evaluation. The information must be included in Tab 12 so the Evaluation Committee can access the cost for consideration in the evaluation process.

To view our current pricing, please use the following login:

Step 1. Navigate to www.amazon.com/business and click Sign-In.

Step 2. Enter mkl+pwcps@amazon.com. The password is amazon.

13.0 Dun & Bradstreet Report (Tab 13)

The following pages contain a current Dun & Bradstreet report on Amazon Services, LLC.

Amazon Services Llc

DUNS: 14-213-7640

Business Information Report

Company Information

410 Terry Ave N
Seattle, WA 98109

This is a **single location subsidiary** location.

Website www.amazon.com
Telephone (206) 266-1000
Chief Executive: DIRECTOR(S): THE OFFICER(S)
Stock Symbol: NA
Year Started 2003
Employees 20

Financial Statement

Sales NA
Net Worth NA
History: NA
Financial Condition: NA
Financing: SECURED
SIC: 7374
7375
Line of Business: Information retrieval services, data processing/preparation

Corporate Family:

This business is a subsidiary single location of the corporate family.

Scores

PAYDEX ®

72 ▼
12 days beyond terms



Based on up to 24 months of trade.

D&B PAYDEX® Key



High risk of late payment
(average 30 to 120 days beyond terms)



Medium risk of late payment
(average 30 days or less beyond terms)



Low risk of late payment
(average prompt to 30+ days sooner)

Credit Limit Recommendation

Risk Category
Moderate

Conservative Credit Limit

\$7.5k

Aggressive Credit Limit

\$25k



D&B Rating ®

Rating
1R3

Number of employees: **1R** indicates 10 or more employees
Composite Credit Appraisal: **3** is fair

The credit rating was assigned based on D&B's assessment of the company's financial ratios and its cash flow. For more information, see the D&B Rating Key.

Below is an overview of the company's rating history since 03/24/2007

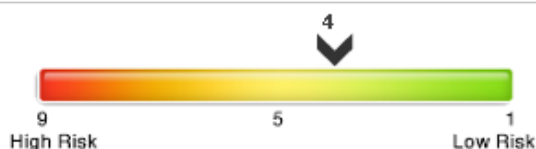
D&B Rating	Date Applied
1R3	2014-08-21
1R4	2013-03-04
1R3	2011-09-13
--	2011-09-06
1R3	2008-10-03
1R4	2007-03-24

The Summary Analysis section reflects information in D&B's file as of October 4, 2016

D&B Viability Rating

4

Viability Score



Compared to ALL US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 4 have a probability of becoming no longer viable: **5%**
- Percentage of businesses ranked 4: **14%**
- Across all US businesses, the average probability of becoming no longer viable: **14%**

5

Portfolio Comparison



Compared to ALL US Businesses within the D&B Database:

- Model Segment: **Established Trade Payments**
- Level of Risk: **Moderate Risk**
- Businesses ranked 5 within this model segment have a probability of becoming no longer viable: **5%**
- Percentage of businesses ranked 5 within this model segment: **11%**
- Within this model segment, the average probability of becoming no longer viable: **5%**

B

Data Depth Indicator

**Data Depth Indicator:**

Rich Firmographics
Extensive Commercial Trading Activity
Basic Financial Attributes

Z

Company Profile

Financial Data	Trade Payments	Company Size	Years in Business
-	-	SUBSIDIARY	-

Compared to ALL US Businesses within the D&B Database:

- Financial Data: -
- Trade Payments: -
- Company Size: **SUBSIDIARY**
- Years in Business: -

History & Operations

History

The following information was reported: **04/05/2016**

Officer(s):

TOM SZKUTAK, CEO
JASON M BRISTOW, MNG MBR

DIRECTOR(S):

THE OFFICER(S)

The Nevada Secretary of State's business registrations file showed that Amazon Services LLC was registered as a Limited Liability Company on October 21, 2003.

Business started 2003.

Although this company operates as a Limited Liability Company, the members have elected to use officer titles to denote areas of responsibility.

TOM SZKUTAK. Antecedents not available.

JASON M BRISTOW. Antecedents not available.

Business address has changed from 1200 12th Ave S Ste 200, Seattle, WA, 98144 to 410 Terry Ave N, Seattle, WA, 98144.

Operations

04/05/2016

Description:

Subsidiary of Amazon.com, Inc, Seattle, WA.

As noted, this company is a subsidiary of Amazon.com, Inc, Duns number 88-474-5530 and reference is made to that report for background information on the parent and its management.

Provides information retrieval services. Provides computer and data processing, and preparation.

Terms are undetermined. Sells to undetermined.

Employees: 20 which includes partners.

Facilities: Occupies premises in a building.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations than if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

7375 0000 Information retrieval services

7374 0000 Data processing and preparation

NAICS:

518210 Data Processing, Hosting, and Related Services

519190 All Other Information Services

Payments

PAYDEX® ®

The D&B PAYDEX® is a unique, dollar weighted indicator of payment performance based on up to 43 payment experiences as reported to D&B by trade references.

3 Month PAYDEX®

71 ▲

When weighted by dollar amount, payments to suppliers average 14 days beyond terms.

Based on payments collected over the last 3 months

24 Month PAYDEX®

72 ▼

When weighted by dollar amount, payments to suppliers average 12 days beyond terms.

Based on payments collected over the last 24 months

When dollar amounts are not considered, then approximately 72 of the company's payments are within terms.



High risk of late payment (average 30 to 120 days beyond terms)



Medium risk of late payment (average 30 days or less beyond terms)



Low risk of late payment (average prompt to 30+ days sooner)

Payments Summary

	Total Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	31	Days Slow		
						30-80	81-90	90
Top Industries								
Telephone communictns	7	\$325,250.00	\$300,000.00	94%	1	2	0	3
Trucking non-local	6	\$4,462,500.00	\$3,000,000.00	85%	7	8	0	0
Detective/guard svcs	3	\$2,200,000.00	\$800,000.00	100%	0	0	0	0
Whol computers/softwr	2	\$20,045,000.00	\$20,000,000.00	50%	50	0	0	0
Mfg nonwd office furn	2	\$600,500.00	\$600,000.00	100%	0	0	0	0
Whol industrial suppl	2	\$76,000.00	\$75,000.00	50%	0	0	0	50
Whol chemicals	2	\$3,500.00	\$2,500.00	35%	0	0	29	36
Whol office supplies	1	\$8,000,000.00	\$8,000,000.00	100%	0	0	0	0
Whol groceries	1	\$7,000,000.00	\$7,000,000.00	50%	50	0	0	0
Mfg male work clothes	1	\$4,000,000.00	\$4,000,000.00	100%	0	0	0	0
Mfg toiletries	1	\$3,000,000.00	\$3,000,000.00	100%	0	0	0	0
State commercial bank	1	\$1,000,000.00	\$1,000,000.00	100%	0	0	0	0
Nonclassified	1	\$750,000.00	\$750,000.00	100%	0	0	0	0
Ret mail-order house	1	\$400,000.00	\$400,000.00	100%	0	0	0	0
Paperboard mill	1	\$100,000.00	\$100,000.00	0%	100	0	0	0
Mfg primary batteries	1	\$100,000.00	\$100,000.00	100%	0	0	0	0
Gravure printing	1	\$40,000.00	\$40,000.00	50%	0	50	0	0
Whol auto parts	1	\$35,000.00	\$35,000.00	100%	0	0	0	0
Mfg elect. components	1	\$10,000.00	\$10,000.00	50%	50	0	0	0
Short-trm busn credit	1	\$7,500.00	\$7,500.00	100%	0	0	0	0
Help supply service	1	\$5,000.00	\$5,000.00	100%	0	0	0	0
Whol frozen foods	1	\$2,500.00	\$2,500.00	100%	0	0	0	0
Arrange cargo transpt	1	\$500.00	\$500.00	100%	0	0	0	0
Other Categories								
Cash experiences	3	\$900	\$750	--	--	--	--	--
Unknown	0	\$0	\$0	--	--	--	--	--
Unfavorable comments	0	\$0	\$0	--	--	--	--	--
Placed for collections with D&B:	0	\$0	\$0	--	--	--	--	--
Other	0	N/A	\$0	--	--	--	--	--
Total in D&B's file	43	\$52,164,150	\$20,000,000	--	--	--	--	--

The highest Now Owes on file is \$8,000,000

The highest Past Due on file is \$2,000,000

There are 43 payment experience(s) in D&Bs file for the most recent 24 months, with 27 experience(s) reported during the last three month period.

Payments Details

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
09/2016	Ppt	\$1,000,000	\$1,000,000	\$0	--	1 mo
08/2016	Ppt	\$8,000,000	\$8,000,000	\$0	PROX	1 mo
08/2016	Ppt	\$4,000,000	\$3,000,000	\$0	N30	1 mo
08/2016	Ppt	\$3,000,000	\$1,000,000	\$0	--	1 mo
08/2016	Ppt	\$3,000,000	\$2,000,000	\$10,000	N30	1 mo
08/2016	Ppt	\$800,000	\$500,000	\$2,500	--	1 mo
08/2016	Ppt	\$700,000	\$600,000	\$5,000	--	1 mo
08/2016	Ppt	\$700,000	\$0	\$0	--	2-3 mos
08/2016	Ppt	\$600,000	\$600,000	\$0	--	1 mo
08/2016	Ppt	\$300,000	\$0	\$0	--	6-12 mos
08/2016	Ppt	\$100,000	\$55,000	\$10,000	--	1 mo
08/2016	Ppt	\$85,000	\$25,000	\$750	N30	1 mo
08/2016	Ppt	\$75,000	\$35,000	\$0	N30	1 mo
08/2016	Ppt	\$7,500	\$1,000	\$0	Lease Agreeemnt	1 mo
08/2016	Ppt	\$1,000	\$0	\$0	--	2-3 mos
08/2016	Ppt	\$500	\$0	\$0	--	2-3 mos
08/2016	Ppt	\$500	\$0	\$0	--	2-3 mos
08/2016	Ppt-Slow 30	\$20,000,000	\$8,000,000	\$600,000	N60	1 mo
08/2016	Ppt-Slow 30	\$7,000,000	\$6,000,000	\$2,000,000	--	1 mo
08/2016	Ppt-Slow 30	\$600,000	\$100,000	\$45,000	--	1 mo
08/2016	Ppt-Slow 60	\$700,000	\$0	\$0	--	1 mo
08/2016	Ppt-Slow 60	\$40,000	\$20,000	\$0	--	1 mo
08/2016	Ppt-Slow 180	\$2,500	\$1,000	\$1,000	--	1 mo
08/2016	Slow 90	\$2,500	\$0	\$0	--	6-12 mos
08/2016	Slow 60-90+	\$15,000	\$15,000	\$15,000	--	1 mo
08/2016	Slow 30-90+	\$7,500	\$5,000	\$5,000	--	1 mo
07/2016	Ppt-Slow 30	\$10,000	\$5,000	\$5,000	--	1 mo
06/2016	Ppt	\$45,000	\$0	\$0	N30	6-12 mos
06/2016	Ppt	\$35,000	\$35,000	\$1,000	--	1 mo
05/2016	Ppt-Slow 30	\$500	\$0	\$0	--	1 mo
03/2016	Ppt	\$400,000	\$250,000	\$55,000	--	1 mo
02/2016	Ppt-Slow 30	\$750	\$0	\$0	--	6-12 mos
01/2016	Ppt	\$5,000	\$0	\$0	--	6-12 mos
01/2016	Slow 90	\$1,000	\$0	\$0	--	6-12 mos
12/2015	Ppt	\$750,000	\$0	\$0	--	6-12 mos
10/2015	Ppt	\$2,500	\$0	\$0	--	2-3 mos
07/2015	Ppt-Slow 180	\$75,000	\$60,000	\$60,000	--	4-5 mos
07/2015	Ppt-Slow 180	\$1,000	\$1,000	\$500	--	1 mo

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
07/2015	(039)	\$50	--	--	Cash account	6-12 mos
04/2015	(040)	\$100	--	--	Cash account	1 mo
03/2015	(041)	\$750	--	--	Cash account	1 mo
11/2014	Ppt	\$500	\$0	\$0	N45	6-12 mos
11/2014	Slow 20	\$100,000	\$0	\$0	--	6-12 mos

Payments Detail Key:  30 or more days beyond terms

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Banking and Finance

Statement Update

Key Business Ratios from D&B

We currently do not have enough information to generate the graphs for the selected Key Business Ratio.

- [This Company](#)

Key Financial Comparisons

	(\$)	(\$)	(\$)
This Company's Operating Results Year Over Year			
Net Sales	NA	NA	NA
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capital	NA	NA	NA
This Company's Assets Year Over Year			
Cash	NA	NA	NA
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets	NA	NA	NA
Other Non Current	NA	NA	NA
Total Assets	NA	NA	NA
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA
Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current Liabilities	NA	NA	NA
Total Current Liabilities	NA	NA	NA
Other Long Term and Short Term Liabilities	NA	NA	NA
Deferred Credit	NA	NA	NA
Net Worth	NA	NA	NA
Total Liabilities and Net Worth	NA	NA	NA



We currently do not have any recent financial statements on file for your business. Submitting financial statements can help improve your D&B scores. To submit a financial statement, please call customer service at 800-333-0505.

Key Business Ratios

	This Company	Industry Median	Industry Quartile
Solvency			
Quick Ratio	NA	NA	NA
Current Ratio	NA	NA	NA
Current Liabilities to Net Worth	NA	NA	NA
Current Liabilities to Inventory	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets to Net Worth	NA	NA	NA
Efficiency			
Collection Period	NA	NA	NA
Inventory Turn Over	NA	NA	NA
Sales to NWC	NA	NA	NA
Acct Pay to Sales	NA	NA	NA
Profitability			
Return on Sales	NA	NA	NA
Return on Assets	NA	NA	NA
Return on NetWorth	NA	NA	NA

Public Filings

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	28	07/22/15

The following Public Filing data is for information purposes only and is not the official record.
Certified copies can only be obtained from the official source.

Judgments

We currently don't have enough data to display this section

Liens

We currently don't have enough data to display this section

Suits

We currently don't have enough data to display this section

UCC Filings

Collateral: Negotiable instruments and proceeds - Assets and proceeds
Type: Original
Sec.Party: DEUTSCHE BANK AG, NEW YORK BRANCH, NEW YORK, NY
Debtor: AMAZON CAPITAL SERVICES, INC.
Filing No.: 2015 2184686
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 05/21/15
Latest Info Received: 06/23/15

Collateral: Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Leased Computer equipment and proceeds
Type: Original
Sec.Party: BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA
Debtor: AMAZON CORPORATE LLC
Filing No.: 2015 2816063
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 06/30/15
Latest Info Received: 08/04/15

Type: Assignment
Sec.Party: BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GANATIONAL AUSTRALIA BANK LIMITED, SYDNEY
Debtor: AMAZON CORPORATE LLC
Filing No.: 2015 3081865
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 07/02/15
Latest Info Received: 08/14/15
Original Filing No.: 2015 2816063
Original UCC Filed Date: 06/30/15

Collateral: Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds - Leased Computer equipment and proceeds
Type: Original
Sec.Party: BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA
Debtor: AMAZON CORPORATE LLC
Filing No.: 2014 4807012
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 11/28/14
Latest Info Received: 01/05/15

Collateral: Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Leased Computer equipment and proceeds
Type: Original
Sec.Party: BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA
Debtor: AMAZON CORPORATE LLC
Filing No.: 2014 4800116
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 11/26/14
Latest Info Received: 01/05/15

Collateral: Account(s) - Computer equipment - General intangibles(s) - Chattel paper - Equipment

Type: Original

Sec.Party: BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA

Debtor: AMAZON CORPORATE LLCand OTHERS

Filing No.: 2010 2666687

Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE

Date Filed: 07/30/10

Latest Info Received: 08/18/10

Collateral: Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds

Type: Amendment

Sec.Party: BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA

Debtor: AMAZON CORPORATE LLCand OTHERS

Filing No.: 2010 3638347

Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE

Date Filed: 10/18/10

Latest Info Received: 11/10/10

Original Filing No.: 2010 2666687

Original UCC Filed Date: 07/30/10

Collateral: Account(s) and proceeds - Computer equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Equipment and proceeds

Type: Original

Sec.Party: BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA

Debtor: AMAZON CORPORATE LLCand OTHERS

Filing No.: 2010 2312548

Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE

Date Filed: 07/01/10

Latest Info Received: 07/29/10

Collateral: Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds

Type: Original

Sec.Party: BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA

Debtor: AMAZON CORPORATE LLC

Filing No.: 2010 2312530

Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE

Date Filed: 07/01/10

Latest Info Received: 07/29/10

Collateral: All Equipment including proceeds and products

Type: Original

Sec.Party: MACQUARIE EQUIPMENT FINANCE, LLC, BLOOMFLD HLS, MI

Debtor: AMAZON CORPORATE LLC

Filing No.: 2009 2584602

Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE

Date Filed: 08/12/09

Latest Info Received: 09/15/09

Collateral: Leased Equipment including proceeds and products
Type: Original
Sec.Party: MACQUARIE EQUIPMENT FINANCE, LLC, BLOOMFLD HLS, MI
Debtor: AMAZON CORPORATE LLC
Filing No.: 2009 2584685
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 08/12/09
Latest Info Received: 09/15/09

Collateral: Leased Equipment and proceeds
Type: Amendment
Sec.Party: BANC OF AMERICA LEASING & CAPITAL, LLC
Debtor: AMAZON CORPORATE LLC
Filing No.: 2009 3480180
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/29/09
Latest Info Received: 12/02/09
Original Filing No.: 2009 2584685
Original UCC Filed Date: 08/12/09

Collateral: Equipment
Type: Assignment
Sec.Party: BANC OF AMERICA LEASING & CAPITAL, LLC, PROVIDENCE,
RIMACQUARIE EQUIPMENT FINANCE, LLC, BLOOMFLD HLS, MI
Debtor: AMAZON CORPORATE LLC
Filing No.: 2009 3477053
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/29/09
Latest Info Received: 12/02/09
Original Filing No.: 2009 2584685
Original UCC Filed Date: 08/12/09

Collateral: Leased Computer equipment including proceeds and products - Leased
Equipment including proceeds and products
Type: Original
Sec.Party: MACQUARIE EQUIPMENT FINANCE, LLC, BLOOMFIELD HILLS, MI
Debtor: AMAZON CORPORATE LLC
Filing No.: 2009 2086111
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 06/30/09
Latest Info Received: 08/04/09

Collateral: Equipment
Type: Assignment
Sec.Party: MACQUARIE EQUIPMENT FINANCE, LLC, BLOOMFIELD HILLS, MI
Assignee: BANC OF AMERICA LEASING & CAPITAL, LLC, PROVIDENCE, RI
Debtor: AMAZON CORPORATE LLC
Filing No.: 2009 2086657
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE

Date Filed: 06/30/09
Latest Info Received: 07/03/09
Original Filing No.: 2009 2086111
Original UCC Filed Date: 06/30/09

Type: Assignment
Sec.Party: MACQUARIE EQUIPMENT FINANCE, LLC, BLOOMFIELD HILLS,
MIMASSMUTUAL ASSET FINANCE, LLC, FOXBORO, MA
Debtor: AMAZON CORPORATE LLC
Filing No.: 2009 2468376
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 08/03/09
Latest Info Received: 09/03/09
Original Filing No.: 2009 2086111
Original UCC Filed Date: 06/30/09

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Government Activity

Summary

Borrower (Dir/Guar): NO
Administrative Debt: NO
Contractor: NO
Grantee: NO
Party excluded from federal program(s): NO
Possible Candidate:
Labor Surplus Area: N/A
Small Business: N/A
8(A) Firm: N/A

The public record items contained herein may have been paid, terminated, vacated, or released prior to today's date

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Special Events

N/A

Corporate Linkage

Parent

Company Name	DUNS #	City, State
AMAZON.COM, INC.	88-474-5530	SEATTLE, WASHINGTON

Headquarters (US)

Company Name	DUNS #	City, State
GOLDEN STATE FC LLC	03-882-1394	SEATTLE, WASHINGTON
WOOT, INC.	82-777-0173	CARROLLTON, TEXAS
AMAZON OVERSEAS HOLDINGS, INC.	08-017-5981	SEATTLE, WASHINGTON
AMAZON TECHNOLOGIES, INC.	15-032-3132	APOPKA, FLORIDA
AMAZON.COM.DEDC, LLC	12-898-9188	SEATTLE, WASHINGTON
AMAZON CORPORATE LLC	12-899-0269	SEATTLE, WASHINGTON
AMAZON.COM LLC	12-899-0368	SEATTLE, WASHINGTON
AMAZON WEB SERVICES, INC.	96-504-8981	SEATTLE, WASHINGTON
AUDIBLE, INC.	94-622-9150	NEWARK, NEW JERSEY

US Linkages

Company Name	DUNS #	City, State
Subsidiaries		
BORDERS TEAMED WITH AMAZON.COM, INC	10-663-1307	SEATTLE, WASHINGTON
SHOEFITR, INC.	06-840-6455	PITTSBURGH, PENNSYLVANIA
AMAZON.COM.KSDC, INC.	10-338-9883	COFFEYVILLE, KANSAS
AMAZON.COM.CA, INC.	10-663-0614	SEATTLE, WASHINGTON
AMAZON.COM.NVDC, INC.	11-999-8883	FERNLEY, NEVADA
A9.COM, INC.	79-145-6648	PALO ALTO, CALIFORNIA
AMAZON SERVICES INTERNATIONAL, INC.	07-876-9872	SEATTLE, WASHINGTON
AMAZON.COM INC.	12-946-5584	GRAND FORKS, NORTH DAKOTA
ALEXA INTERNET	17-930-0116	SAN FRANCISCO, CALIFORNIA
TWITCH INTERACTIVE, INC.	01-991-7198	SAN FRANCISCO, CALIFORNIA
AMAZON PROCUREMENT INC	07-849-5570	SEATTLE, WASHINGTON
ZAPPOS FULFILLMENT CENTERS, INC.	96-460-0824	LAS VEGAS, NEVADA
ANNAPURNA LABS (U.S.) INC.	05-333-3974	CUPERTINO, CALIFORNIA
Branches		
AMAZON.COM, INC.	07-828-1357	HEBRON, KENTUCKY
BOP LLC	80-313-1957	NEW YORK, NEW YORK
AMAZON.COM, INC.	07-862-6291	SAN LUIS OBISPO, CALIFORNIA
ZAPPOS.COM INC	78-563-6163	SHEPHERDSVILLE, KENTUCKY
ZAPPOS MERCHANDISING, INC.	07-881-8566	LAS VEGAS, NEVADA
AMAZON.COM, INC.	07-566-2823	HAYMARKET, VIRGINIA
AMAZON.COM.DEDC, LLC	96-904-2162	CHARLESTON, TENNESSEE
AMAZON.COM.DEDC, LLC	96-904-2170	CHATTANOOGA, TENNESSEE
AMAZON.COM.DEDC, LLC	96-904-2212	WEST COLUMBIA, SOUTH CAROLINA
GOLDEN STATE FC LLC	04-307-9643	TRACY, CALIFORNIA
AMAZON WEB SERVICES, INC.	08-022-8545	PITTSBURGH, PENNSYLVANIA
AMAZON.COM.DEDC, LLC	78-507-7988	ALLENTOWN, PENNSYLVANIA

Company Name	DUNS #	City, State
AMAZON.COM, INC.	02-183-9619	BROOKLYN, NEW YORK
AMAZON.COM, INC.	04-823-1647	SEATTLE, WASHINGTON
AMAZON.COM.DEDC, LLC	05-742-3431	NEW CASTLE, DELAWARE
AMAZON.COM, INC.	07-911-8702	PATTERSON, CALIFORNIA
AMAZON.COM, INC.	07-990-2660	SEATTLE, WASHINGTON
AMAZON.COM, INC.	05-464-9732	HAZLE TOWNSHIP, PENNSYLVANIA
AMAZON.COM, INC.	05-750-7473	JEFFERSONVILLE, INDIANA
AMAZON.COM, INC.	04-021-8556	PHILADELPHIA, PENNSYLVANIA
GOLDEN STATE FC LLC	04-385-4679	PATTERSON, CALIFORNIA
AMAZON.COM, INC.	05-832-4156	CHESTER, VIRGINIA
AMAZON.COM, INC.	96-962-8614	SEATTLE, WASHINGTON
AMAZON.COM, INC.	10-687-9450	SEATTLE, WASHINGTON
AMAZON.COM, INC.	96-813-5884	SEATTLE, WASHINGTON
AMAZON.COM LLC	04-630-3069	COPPELL, TEXAS
AMAZON.COM LLC	07-994-7844	CARLISLE, PENNSYLVANIA
AMAZON.COM, INC.	07-880-7242	SEATTLE, WASHINGTON
AMAZON.COM LLC	96-861-3732	LEWISBERRY, PENNSYLVANIA
AMAZON.COM, INC.	95-845-4188	WATERTOWN, MASSACHUSETTS
AMAZON FULFILLMENT SERVICES, INC.	08-020-3236	SUMNER, WASHINGTON
AMAZON.COM.KYDC LLC	19-736-2812	HEBRON, KENTUCKY
AMAZON.COM, INC.	96-854-4028	NEW YORK, NEW YORK

International Linkages			
Company Name	DUNS #	Country	City, State / Province
Headquarters			
AMAZON CS IRELAND LIMITED	89-626-1208	IRELAND	DUBLIN, CO DUBLIN
AMAZON DEUTSCHLAND SERVICES GMBH	31-470-5989	GERMANY	MUNCHEN, BAYERN
AMAZON FULFILLMENT GERMANY GMBH	34-165-7845	GERMANY	RHEINBERG, NORDRHEIN-WESTFALEN
BEIJING SHIJI ZHUOYUE EXPRESS SERVICE CO., LTD.	54-496-4328	CHINA	BEIJING, BEIJING
AMAZON TECHNOLOGIES COMPANY	91-339-1116	BRAZIL	MANAUS, AMAZONAS
AMAZON FR LOGISTIQUE	39-224-8501	FRANCE	ORLEANS CEDEX 9, LOIRET
AMAZON ITALIA CUSTOMER SERVICES SRL	85-718-1742	ITALY	MILANO, MILANO
AMAZON EURASIA HOLDINGS SARL	40-085-4911	LUXEMBOURG	LUXEMBOURG,
Subsidiaries			
THE BOOK DEPOSITORY LIMITED	73-870-3730	ENGLAND	LONDON, LONDON

Company Name	DUNS #	Country	City, State / Province
AMAZON ITALIA SERVICES SRL	33-924-4307	ITALY	MILANO, MILANO
AMAZON KOBLENZ GMBH	34-258-1310	GERMANY	KOBERN-GONDORF, RHEINLAND-PFALZ
AMAZON SUPPORT SERVICES FRANCE	26-246-5439	FRANCE	CLICHY, HAUTS DE SEINE
AUDIBLE GMBH	33-312-4209	GERMANY	BERLIN, BERLIN
AMAZON LOGISTIK AF MUNCHEN GMBH	31-348-0562	GERMANY	MUNCHEN, BAYERN
AMAZON DEVELOPMENT CENTER ROMANIA SRL	56-540-2164	ROMANIA	IASI,
AMAZON CS BERLIN GMBH	34-210-3824	GERMANY	BERLIN, BERLIN
AMAZON FC GRABEN GMBH	34-210-3825	GERMANY	GRABEN, BAYERN
AMAZON VCC GMBH	34-277-9631	GERMANY	BERLIN, BERLIN
AMAZON LOGISTIK POTSDAM GMBH	34-285-5039	GERMANY	BRIESELANG, BRANDENBURG
AMAZON MEDIA EU SARL	40-004-4306	LUXEMBOURG	LUXEMBOURG,
AMAZON SERVICES EUROPE SARL	40-004-4751	LUXEMBOURG	LUXEMBOURG,
AMAZON ASIA-PACIFIC RESOURCES PRIVATE LIMITED	59-515-9532	SINGAPORE	SINGAPORE,
AMAZON CITY LOGISTIK ALPHA GMBH	31-348-0565	GERMANY	MUNCHEN, BAYERN
AMAZON DEVELOPMENT CENTRE (SCOTLAND) LIMITED	73-888-7509	SCOTLAND	EDINBURGH, MIDLOTHIAN
AMAZON DEVELOPMENT CENTER (ROMANIA) SRL	53-292-0354	ROMANIA	IASI,
AMAZON FULFILLMENT POLAND SP Z O O	42-690-7578	POLAND	WARSZAWA,
AMAZON CAPITAL SERVICES (UK) LTD.	22-075-0214	ENGLAND	LONDON, LONDON
AMAZON PFORZHEIM GMBH	34-258-1312	GERMANY	PFORZHEIM, BADEN-WURTTENBERG
AMAZON PAYMENTS EUROPE SCA	40-080-6929	LUXEMBOURG	LUXEMBOURG,
IMDB SERVICES LIMITED	22-298-4796	ENGLAND	SLOUGH, BERKSHIRE
KIVA SYSTEMS B.V.	49-029-5392	NETHERLANDS	'S-GRAVENHAGE, ZUID-HOLLAND
AMAZON ITALIA TRANSPORT SRL	43-750-9752	ITALY	MILANO, MILANO
Branches			
AMAZON JAPAN LIMITED LIABILITY CO.	69-267-2139	JAPAN	SAYAMA, SAITAMA
AMAZON FR LOGISTIQUE	26-227-5539	FRANCE	MONTELIMAR, DROME
AMAZON CANADA FULFILLMENT SERVICES INC	20-600-2479	CANADA	MILTON, ONTARIO

Company Name	DUNS #	Country	City, State / Province
AMAZON DEUTSCHLAND SERVICES GMBH	34-157-1771	GERMANY	BAD HERSFELD, HESSEN
AMAZON FULFILLMENT GERMANY GMBH	34-252-3340	GERMANY	RHEINBERG, NORDRHEIN-WESTFALEN
AMAZON DEUTSCHLAND SERVICES GMBH	34-271-9756	GERMANY	LEIPZIG, SACHSEN
AMAZON SERVICOS DE VAREJO DO BRASIL LTDA	90-245-9735	BRAZIL	BARUERI, SAO PAULO
AMAZON JAPAN LIMITED LIABILITY CO.	71-476-3307	JAPAN	YACHIYO, CHIBA
BEIJING SHIJI ZHUOYUE EXPRESS SERVICE CO., LTD.	54-679-1944	CHINA	TIANJIN, TIANJIN
AMAZON.COM INT'L SALES, INC.	69-224-6875	JAPAN	MEGURO-KU, TOKYO
AMAZON.CO.UK LTD.	22-069-1183	ENGLAND	DONCASTER, SOUTH YORKSHIRE
AMAZON JAPAN LIMITED LIABILITY CO.	71-578-6781	JAPAN	SAPPORO, HOKKAIDO
AMAZON CANADA FULFILLMENT SERVICES INC	24-947-4912	CANADA	VANCOUVER, BRITISH COLUMBIA

October 31, 2016

R-TC-17006, On-line Marketplace for Purchase of Products and Services

Amazon Services, LLC. (Amazon.com) is pleased to respond to evaluation committee questions described below.

1. *Please explain the reason for excluding Maine, Vermont, Iowa and Hawaii. When do you think we can include those states? Do you anticipate any additional states that will need to be restricted?*

Response: These states have been excluded for corporate tax reasons. We cannot presently commit to a timetable for the inclusion of these states in our Proposal. We do not presently anticipate that any additional states will need to be restricted.

2. *Does tax exemption apply both to Amazon direct purchases and for purchases with third party sellers?*

Response: The Amazon Tax Exemption Program (ATEP) allows eligible customers to make tax-exempt purchases on the Amazon Business Marketplace. Items "shipped and sold" by Amazon are generally automatically tax exempt. Third-party sellers can opt into the ATEP program; however, not all sellers on the Amazon Business Marketplace have done so. Accordingly, not all third-party seller items will receive automatic tax exemption.

3. *Why do you suggest different contract terms than the terms specified in the RFP?*

Response: Amazon is committed to a long-term contract with PWCS and U.S. Communities. If selected, we are willing to negotiate the contract term.

4. *For third party sellers, is there a way to list if items are in stock? It appears that currently, a buyer wouldn't know if the item is in stock until after an order is placed.*

Response: Amazon has very high standards that we set for all third-party sellers regarding the accuracy of availability, on-time shipment, and accuracy that the item delivered to a customer is what was ordered. Amazon frequently audits third-party sellers and will take corrective action that could lead to suspension or terminating our relationship.

5. *Is there a way to filter items by Amazon direct vs third party sellers? If not now, is there a plan to have that capability?*

Response: Third-party sellers have the option to fulfill items themselves or elect to have those items fulfilled by Amazon (FBA). Broadly, items fulfilled by Amazon are Prime eligible. When searching for an item on the Amazon

Business Marketplace, end users have the ability to filter Prime eligible items. However, there is no current or planned functionality to filter items only sold by Amazon directly.

6. *Is there an ability to provide level 3 reporting for purchases made from third party sellers?*

Response: Currently, Amazon Business customers can access level 3 reporting for purchases through Amazon Business Analytics where up to 48 unique values are presented for each order (product name, description, price, seller name, product category, shipping address, payment type, etc.). However, Amazon Business recognizes the need to provide level 3 data integrated with customer financial reconciliation systems. We are actively working with third-party networks to integrate directly and pass level 3 data to customers.

7. *Product restrictions- there is a need to restrict items and categories, what is the process to place restrictions on an account? If this isn't currently a function, when will it be available?*

Response: The Amazon Business Catalog Curation beta program is enabling a select group of customers to flag items in a specific product category as non-compliant so that end users make the correct purchasing decisions. Additional controls enable customers to configure different rules for specific groups (i.e. sites, departments). End users will see the non-compliant messaging on product detail pages and during the checkout process. If an end user continues to purchase the non-compliant item, the exception will be logged and reported to the Account Administrator. We have future plans to expand the curation capabilities.

8. *What will Michael Levin's role be with this contract? Please provide details on your salesforce and how they would be involved in selling the contract.*

Response: Michael Levin is the Head of Sales for the Amazon Business Education vertical. He has a Sales Leadership peer in not-profit, government and healthcare verticals. Michael Levin reports to Daniel Smith who serves as the General Manager for the Amazon Business Education vertical which encompasses product, marketing and sales. If awarded, Michael and Daniel are key personnel who will lead and support the implementation period of the contract.

An Amazon Business General Manager for one of our Public Sector verticals (Education, Government, or Healthcare) will provide ongoing executive support for the contract throughout the term of the contract.

As part of Amazon Business' supplier obligations to U.S. Communities, Amazon Business shall establish and implement a training program for its public sector sales force personnel on the Master Agreement and U.S. Communities program, and within one (1) month of the execution of the Master Agreement and will

ensure that Amazon Business public sector sales force personnel have completed such training. Thereafter, all new Amazon Business public sector sales force personnel will receive training on the Master Agreement and the U.S. Communities Program during new hire orientation.

Amazon Business' public sector sales force personnel will be trained on presenting the Master Agreement, including presenting the Master Agreement as a featured offering to Public Agencies, and as appropriate, in response to Public Agency procurement solicitations.

9. What is the name (or names) of the marketing resources that would be engaged in the implementation of this contract?

Response: If Amazon is awarded the contract, Amazon Business will provide the name(s) of the marketing resources during the implementation period. Our intent is to have continuity in the resources assigned to help market the contract as part of our go-to-market plan. We are 100% committed to meeting our obligations to promote the contract.

10. How is the "Contract Administrator" role assigned? How is this managed to ensure the appropriate person at an account is assigned? How do you ensure additional users at an agency are attached to the correct account?

Response: There are three distinct roles that will be involved to determine the Contract Administrator assignment and manage that process over the contract term. First, Amazon Business will assign an initial salesperson who will work with the customer that wants to utilize the contract. During the setup process, a salesperson will work with the customer to enable access to all authorized end users to the central account. Once the customer is setup and on-boarded to Amazon Business, a dedicated Account Manager will provide ongoing support for that customer. Ongoing support activities will include helping a customer consolidate end users that are not attached to the correct account. Finally, Amazon Business will have a dedicated staff member that is single-threaded to U.S. Communities. He or she will be responsible for ensuring that Amazon is meeting the financial and reporting obligations.

11. Page 20- Please define what makes a "qualified" order for free shipping. If shipping charges are applied, can shipping charges be shown as a line item on the invoice. Is there a difference between Amazon direct and third party in regards to shipping and invoicing?

Response: Any item fulfilled and shipped by Amazon with "FREE Two-Day Shipping" or "FREE Shipping" on the product detail page is eligible for and contributes to the \$49 order minimum for free shipping. More information is available [here](#). Shipping charges, if applicable, are summarized for the entire order on an invoice. Line item shipping charges are only available in Amazon Business Analytics.

12. Please explain if Prime memberships would be available to business customers. Would each user need to be a prime member to see the prime items? Can an agency purchase a prime membership? Can items be sorted by prime designation? Does free shipping apply to prime members without a minimum order?

Response: Public agencies have two choices in regards to Prime memberships:

- 1) They can continue to use an existing Prime membership in conjunction with an Amazon Business account. However, the Prime shipping benefit cannot be shared with the entire organization. Using a Prime membership will enable users to receive free shipping on eligible items without a minimum order.
- 2) Amazon Business customers can cancel their Prime membership and receive a refund for the pro-rated unused portion of their Prime membership.

End users do not need to be a Prime member to see Prime eligible items.

The Amazon Business Marketplace has a configurable search filter to designate only Prime eligible items in the search results.

13. How does an agency get set up for pallet deliveries?

Response: Amazon Business customers can select to receive pallet deliveries for eligible orders directly to their receiving dock. Selecting that the address can accept pallets does not guarantee orders will be delivered by pallet. You may receive a mix of pallet and parcel deliveries based on the quantity and type of items in your orders. To receive a pallet delivery you need:

- A receiving dock
- Receiving hours between 8 a.m. and 12 noon Monday to Friday
- A registered Amazon Business account

14. Dynamic pricing model- can pricing be held once an order is placed (into the approval process)? Currently, a price may change while it is in the approval workflow process which causes issues for payments.

Response: Yes, Amazon Business will lock the price of any order in the approval process (direct site or punchout) for 7 days from the time an order is submitted to Amazon.

15. Is Whispercast a part of the category 4 offering? If not now, can it be added?

Response: Whispercast is not currently part of the category 4 offering.

16. *Page 15- you list the business professional storefronts. Are these the only categories offered to Business customers or are there additional categories? Can storefronts be customized, i.e. - can certain storefronts be selected or de-selected?*

Response: No, these are not the only categories offered to Business customers. When a customer registers for an Amazon Business account, the storefront will highlight categories most commonly purchased by organizations in the industry self-selected during the account setup process. All Business customers regardless of Industry, have access to the same selection.

17. *We are interested in on-site distribution centers as an option, please provide details on how that would work.*

Response: Currently, Amazon offers two consumer focused on-site pick-up solutions, Amazon Locker and Amazon Campus. Amazon Locker provides you with a self-service delivery location to pick up and return your Amazon.com packages. Lockers are currently available in a variety of locations throughout the U.S. Amazon Campus offers convenient fulfillment and returns options, such as staffed customer order pickup and drop-off locations and Amazon Lockers, as well as Free One-Day Shipping benefits for students at a university.

There may be future opportunities for Amazon Business to utilize Amazon Locker and Amazon Campus physical infrastructure. However, these opportunities are currently outside the proposed scope of this contract.

Amazon Business Accounts Terms & Conditions

Last updated October 31, 2016

These terms and conditions ("**Terms**") govern your access to and use of a set of features, services, and functionality on Amazon.com for registered business customers to purchase products and use services for business purposes ("**Amazon Business**"). These Terms constitute an agreement between Amazon Services LLC and/or its affiliates ("**Amazon**," "**we**," "**us**," or "**our**") and the entity you represent ("**you**"). Please note that your use of Amazon Business is also governed by the [Conditions of Use](#) and the [Amazon.com Privacy Notice](#), as well as all other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website, all of which (as changed over time) are incorporated into these Terms. Capitalized terms have the meanings given to them in these Terms or the Conditions of Use.

1. REGISTRATION

An organization has a Business Account with Amazon once an individual associated with the organization registers the business and creates the first business user account associated with that organization. That individual can invite others to be part of the organization's Business Account. Each additional user that purchases or otherwise acts on behalf of the business and joins the organization's Business Account must create a new business user account that is part of and associated with the organization's Business Account. Business Accounts and business user accounts are intended for businesses and business-related organizations and may be used solely for business purposes. To create a business user account, users must use a valid email address. Unless explicitly permitted, a user may only create one account per email address. If a user creates a business user account using the email address and password connected to an existing Amazon customer account, the user must either (a) change the email address and password associated with the existing account, or (b) if the user wishes to have only one account, convert the existing account into a business user account (which may make business user account information visible to others as described in Section 2). Once you complete the Business Account registration and verification process, your organization will be registered with Amazon.

2. ACCOUNT MANAGEMENT

You are responsible for all activities that occur under your organization's Business Account and any associated business user accounts, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents). Except to the extent caused by our breach of these Terms, we and our affiliates are not responsible for unauthorized access to your Business Account or business user accounts. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your Business Account or associated business user accounts in accordance with these Terms) and are solely responsible for any use or action taken under your password. You will contact us immediately if you believe an

unauthorized third party may be using your Business Account or associated business user accounts or if your Business Account or any business user account information is lost or stolen. You are responsible for ensuring that all users affiliated with your organization's Business Account are aware of and comply with these Terms.

We may give users the ability to invite other individuals affiliated with your organization to create business user accounts that are associated with the organization's Business Account and purchase, approve or act as an administrator on behalf of your organization. Administrators have the ability to invite other users to join the Business Account and to administer, manage, or close business user accounts. You will be responsible for all actions taken by Business Account users. You acknowledge that users may have access to information from your Business Account and associated business user accounts, such as shipping addresses, payment methods, and order history. Administrators are responsible for inviting only people affiliated with, and authorized to act on behalf of, your organization to create a business user account that is associated with your organization's Business Account. Any user designated as an administrator will have similar capabilities to manage Business Account features and invite new users to purchase, approve or act as an administrator on behalf of your organization. You agree that Amazon is not responsible for, and will have no liability arising from, the disclosure of the information of your organization or any associated business user accounts to any user associated with your organization.

If any user with a business user account that is associated with your Business Account leaves your organization or is no longer authorized to purchase, approve or otherwise act on behalf of your organization, you are solely responsible for contacting Amazon through tools we designate to have that user's business user account closed, disabled or removed from the organization's Business Account. Amazon disclaims all liability for, and you are solely responsible for, any actions taken or purchases made prior to closing, disabling or removing the user's business user account from the organization's Business Account. Please review our [Business Account FAQs](#) carefully for more information on the effects of disabling or removing a business user account from your organization's Business Account. Please note that a business user account that is removed is converted back into a personal account, with the individual able to access order history for purchases made using an individual payment method while associated with the organization's Business Account.

If you, as an individual user, create a business user account that is associated with an organization's Business Account, you acknowledge and consent that your organization and designated individuals acting as administrators have full access to and authority over (a) your business user account (with the ability to close or disable your business user account or remove it from the business and convert it into a personal account), and (b) details from your business user account, such as, and not limited to: order history, addresses, payment details, and other personal information associated with your business user account. By creating a business user account that is associated with an organization's Business Account, you, as an individual user, consent to sharing this information with your organization and its designated representatives and agree to release Amazon for any and all liability for any of your business user account information provided to or used by your organization, the administrator(s) of your organization, and any other users associated with your organization.

3. BUSINESS AND ORDER VERIFICATION

We may use the business name, address, taxpayer ID# and any other information you provide about your organization or users or that we may request or determine is necessary to verify accuracy and eligibility for Amazon Business. We may make, directly or through third parties, inquiries to validate information that you provide to us. We may accept or refuse use of Amazon Business at our discretion and may modify purchasing rights or privileges at any time. We may share any information or documents you provide with third-party sellers that offer certain Amazon Business features for verification purposes.

Certain products require licensing, certification or other credentials to purchase them. To purchase such products, you must provide us with a valid license, certification or other credentials (collectively, the “**Credentials**”), as determined in our sole discretion. We may use information you provide, as well as information relating to your account such as your business name and address, to verify the Credentials, and we may request additional information from you to assist in that verification. We may, in our sole discretion and at any time, suspend or terminate your ability to purchase such products.

4. THIRD-PARTY SERVICE PROVIDERS

Amazon Business may enable third party service providers ("providers") to integrate with Amazon Business. If you choose to use such a provider in connection with your Business Account, you authorize Amazon to disclose to the provider account information, including, without limitation, information regarding you, your Users, your employees or agents, and your and your User's orders. You acknowledge this information will be governed by the provider's privacy, data and security policies. You and your Users consent to Amazon's sharing this information with the provider and agree that Amazon is not responsible for and will have no liability arising from Amazon's disclosure of, or any provider's use of, this information.

Amazon is not responsible for any services provided by the provider. You are responsible for the approvals of Amazon orders, verification of shipping addresses and any disputes regarding orders, and you agree that Amazon will have no liability arising in any way from your use of the provider, including, but not limited to, any unauthorized charges you or your employees or agents incur.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant and covenant that:

(a) you are using Amazon Business for business purposes and you agree that you will not purchase any products from Amazon.com for individual, personal, family or household use;

(b) your organization is duly organized, validly existing and in good standing in the jurisdiction in which your organization is registered;

(c) the individual entering into these Terms on behalf of your organization has all necessary legal authority to bind you to these Terms;

(d) you have all requisite right, power, and authority to enter into these Terms, perform your obligations, and grant the rights and authorizations in these Terms;

(e) any information provided or made available by you to Amazon or its affiliates is at all times accurate and complete;

(f) you and all your subcontractors and agents will comply with all applicable laws, rules, regulations, codes, orders and other requirements of governmental agencies (“**Laws**”) in your performance of your obligations and exercise of your rights under these Terms and with your purchase and use of any products from Amazon.com;

(g) all users who use business features or purchase on behalf of your organization are authorized to do so and all purchases made by these users are authorized purchases of your organization;

(h) any Credentials, and all documentation or other information you provide to us to validate such Credential, are accurate, complete and reflect your Credential status, and that you will provide updates, additional Credentials or supporting information as required to ensure all such documentation or information remains up-to-date at all times;

(i) the provision to Amazon of any Credentials and related information, any delegation of purchasing authority under any Credentials and all purchases made using the Credentials are with the authority of the Credential holder;

(j) you will only purchase products requiring Credentials as permitted under any Laws and within the scope of any Credential you provide;

(k) if your Business Account has a tax exemption certificate associated with it, any tax exempt purchase made from business user accounts are paid for with the organization’s funds;

(l) unless authorized by Amazon, you will not use any product purchased from Amazon.com in connection with, or to fulfill, a federal, state, or local government contract or subcontract, if doing so could subject Amazon to any term, condition, obligation or other provision different from or in addition to the provisions of these Terms;

(m) you will use any products purchased from Amazon.com as intended by the manufacturer and in compliance with all product information provided by the manufacturer;

(n) your purchase of products from us will not, either by your export of those products, your sale or use of those products, your legal status or otherwise, cause us to violate any Law;

(o) you are not an agent of Amazon and agree to comply with the applicable provisions of the Foreign Corrupt Practices Act. You are not on, or associated with, any person or entity on any of the blocked, denied or debarred persons and entities lists maintained by the U.S. Department of

Commerce's Bureau of Industry and Security, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State's Directorate of Defense Trade Controls (collectively, "**Denied Persons Lists**"); or subject to a denial order issued by the U.S. Department of Commerce. You agree (i) not to export any product to any entity or person within any country subject to United States economic sanctions or embargoes without obtaining prior authorization from the United States government, (ii) not to export or provide items to persons that are ineligible under United States Law to receive those items, including but not limited to persons on any Denied Persons List, and (iii) that any products purchased by you will not be used, or made available to a third party for use, in any activities directly or indirectly related to Weapons of Mass Destruction (WMD) proliferation activities; and

(p) you agree to comply with the [Healthcare Disclosure Policies](#) if you purchase products that are reimbursable under Medicare, Medicaid, or other federal or state healthcare programs.

6. LICENSE

Subject to your compliance with these Terms and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business solely in accordance with these Terms. This license does not include the right to resell any Amazon Business feature; any collection and use of any product listings, descriptions, or prices; any derivative use of Amazon Business; any downloading or copying of Amazon Business information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms are reserved and retained by Amazon or its licensors, suppliers, publishers, rightsholders, or other content providers. No feature or part of Amazon Business may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without express written consent of Amazon. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Amazon without express written consent. You may not use any meta tags or any other "hidden text" utilizing Amazon's name or trademarks without the express written consent of Amazon. You may not misuse Amazon Business. You may use Amazon Business only as permitted by law. The licenses granted by Amazon terminate if you do not comply with these Terms.

7. INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and our affiliates, and our and their respective officers, directors, employees, representatives and agents against any loss, claim, damage, settlement, cost, expense, tax or other liability (including, without limitation, reasonable attorneys' fees) (each a "**Claim**") arising from or related to (a) any breach of the Terms, (b) any unlawful or improper use by anyone of any product ordered by you, or (c) your negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

8. PRODUCT INFORMATION; PRODUCT COMPLIANCE AND SUITABILITY

We recommend that you do not rely solely on the information presented on our website. Please always read labels, warnings and directions provided with the product before use.

Amazon does not guarantee compliance or suitability of products with any Laws, nor does Amazon accept responsibility for installation and/or use of a product. It is your responsibility to review the product application and all applicable Laws for each relevant jurisdiction to be sure that the installation and/or use involving the products comply with applicable Laws.

9. AMAZON.COM SITE AND FEATURES

9.1 SELLER CREDENTIALS. Any diversity, industry and other certifications made available to you are provided by third-party sellers on Amazon.com and have not been independently verified by Amazon. You should carefully review and validate any certifications and supporting information that you use to make your purchasing decisions. We take no responsibility and assume no liability for any certifications or supporting information provided by third-party sellers.

9.2 BUSINESS PRICING. We may provide you access to discounts for business customers. In these instances, the available price on the detail page will reflect this discount. You agree that any business pricing or discounts that Amazon provides to you are the confidential and proprietary information of Amazon. You agree not to manually copy or use any data mining, scraping, or similar data gathering and extraction tools with respect to such pricing or discounts. If you have negotiated pricing with a supplier and choose to have pricing that is specific to you available on Amazon Business, you acknowledge and agree that we may share sales information regarding products purchased by you at these prices with the applicable supplier (including any business or shipping addresses). You acknowledge that we may share contact information for your organization's administrator or other applicable employees with the supplier in connection with this pricing.

9.3 LIVE EXPERT. Our LiveExpert service connects you directly with manufacturers' agents so you can ask technical and product related questions via chat, email, or phone. Product support agents are employed by the manufacturer and not Amazon. We record your communications with manufacturers' agents to monitor the quality of these communications. Any questions you ask or suggestions you provide may be used by Amazon for any purpose. We recommend that you not share any customer identifying information with manufacturers' agents to protect the privacy of your information. You acknowledge that all information and answers are provided by the applicable manufacturer, and that Amazon is not responsible for, and disclaims any liability related to, any content provided by any manufacturer.

9.4 GIFT CARDS. All purchases and redemptions of Amazon.com Gift Cards ("**Gift Cards**") are subject to the terms and conditions at <https://www.amazon.com/gc-legal> ("**Gift Card Terms**"). You may only distribute Gift Cards purchased through a Business Account or associated business user accounts as part of your employee or customer incentive, loyalty, rewards, recognition, or gifting program in the United States (each a "**Loyalty Program**"). You

may not imply that Amazon is associated with any Loyalty Program or use Gift Cards in any unsolicited communications. You may not use or distribute any intellectual property of Amazon in connection with any Loyalty Program. You may not resell or transfer Gift Cards for value or permit fees to be charged for a Gift Card. You may not permit Gift Cards to be used for internal use. You may not purchase or redeem, or suggest or direct that recipients use or redeem Gift Cards through the Amazon Associates Program. You may not purchase more than \$10,000 in Gift Cards per day through your Business Account (including all associated business user accounts). You must ensure that your Loyalty Program complies with these restrictions and the Gift Card Terms. Amazon reserves the right, in its sole discretion, to reject orders or prohibit advertisement, offer, or distribution of Gift Cards in any location, in any manner, and by any individual or entity.

10. DISCLAIMER

AMAZON MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE ACCURACY OF PRODUCT INFORMATION PROVIDED AND OUR SOLE LIABILITY FOR ANY LOSSES OR DAMAGES BY YOU ARISING FROM ANY INACCURACY IN THE PRODUCT INFORMATION WILL BE LIMITED TO REIMBURSEMENT OF THE PRICE PAID FOR THAT PRODUCT. AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW. AMAZON ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF MISUSE, IMPROPER SELECTION, IMPROPER INSTALLATION, MODIFICATION, MISREPAIR OR MISAPPLICATION OF THE PRODUCT.

11. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS ON AMAZON.COM, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

12. ENTIRE AGREEMENT

The terms and conditions in these Terms, the Amazon.com Conditions of Use, the Amazon.com Privacy Notice, and any applicable terms, conditions, policies, requirements or limitations contained on the Amazon.com website constitute the exclusive and complete agreement between Amazon and you. Amazon will not be bound by, and specifically rejects, any term, condition, obligation, or other provision which is different from or in addition to the provisions of these Terms or which may be in any order, receipt, acceptance, confirmation, correspondence or other document.

Any purchase order (PO) number or other internal information particular to your organization that is provided by a user during the purchasing process is provided only for your internal purchase tracking. Amazon doesn't agree to terms, conditions, obligations, or provisions that are different from or added to these Terms and the policies and information on the Amazon.com website.

13. AGREEMENT CHANGES

We may in our discretion change these Terms, Amazon.com's Conditions of Use and Privacy Notice, or any aspect of Amazon Business, without notice to you. From time to time, Amazon may choose in its sole discretion to add or remove benefits or features of Amazon Business. If any change to these Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR BUSINESS ACCOUNT AND BUSINESS USER ACCOUNT.

14. TERM; TERMINATION BY US

The term of these Terms will begin on the date you click to accept it and will continue until you or we terminate it. We may terminate these Terms and access to your Business Account, business user account or use of any business features at our discretion with or without notice. You are entitled to terminate these Terms by giving us notice and closing your account. Upon termination, all rights and obligations under these Terms will automatically terminate except for any right of action occurring prior to termination, payment obligations, and obligations that are intended to survive termination, including, without limitation, Sections 4 – 18 of these Terms.

15. FORCE MAJEURE

We will not be liable for any delays in delivery or failure to perform any of our obligations under these Terms by reasons, events or other matters beyond our reasonable control.

16. CONFIDENTIALITY; PUBLICITY

You will (a) protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential; (b) use this information only for internal purposes and in connection with your use of Business Accounts; and (c) destroy or return all such information to us promptly when the Terms terminate (and, upon request, confirm such destruction in writing). This section covers all confidential information regardless of when you receive it. Unless you have received our express written permission, you will not otherwise use any trademark, service mark, commercial symbol or other proprietary right of ours, issue press releases or other publicity relating to us or these Terms, or refer to us in promotional materials. If authorized, you may only use Amazon trademarks in accordance with the [Trademark Guidelines](#).

17. SUGGESTIONS

If you elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to Business Accounts (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

18. MISCELLANEOUS

Your use of Business Accounts is subject to the disputes and applicable law provisions of the Conditions of Use, which are incorporated by reference.

The parties to these terms are independent contractors. These Terms do not create any third party beneficiary rights in any individual or entity that is not a party to these Terms. You may not assign these Terms, by operation of law or otherwise, without our prior written consent. Subject to that restriction, these Terms will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns. We may perform any of our obligations or exercise any of our rights under these Terms through one or more of our affiliates. Our failure to enforce your strict performance of any provisions of these Terms will not constitute a waiver of our right to enforce such provisions or any other provision of these Terms subsequently. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. In the event of any conflict between these Terms and the Conditions of Use, these Terms will prevail.

SECTION 11

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS (PWCS) GENERAL TERMS AND CONDITIONS (RFP-Revised 1/19/17)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the Offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Supervisor of Purchasing has been delegated authority for issuance of request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

CONDITIONS OF OFFERING A PROPOSAL

2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, <http://purchasing.departments.pwcs.edu/>.
3. **DEBARMENT STATUS:** By submitting their proposal, the Offeror certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Offeror an agent of any person or entity that is currently so debarred.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposal, the Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
5. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

CODE GREEN: All PWCS schools are closed. Administration offices are opened.

CODE RED: All PWCS schools are closed. Administration offices are closed.

- 5.1. In the event of a delay school opening, all times shall remain as stated in the Request for Proposal.
- 5.2. In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-proposal conference and all proposal openings will be held as scheduled.
- 5.3. In the event that PWCS closes on a CODE RED, any optional/mandatory pre-proposal conference and all proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school

closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.

6. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Purchasing Office. Proposals received in the Purchasing Office after the date and hour designated are late, automatically disqualified and will not be considered. **PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Offeror to ensure that his/her proposal reaches the Purchasing Office by the designated date and hour.**
7. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal in the format as required by the Request for Proposals may be cause for rejection of the proposal. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Offeror withdraw or modify any additions or deletions to the proposal.
8. **OBLIGATIONS OF OFFEROR:** By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of misunderstanding or lack of information.
9. **OFFICIAL NOT TO BENEFIT:**
 - 9.1. Each Offeror certifies by signing a proposal that to the best of his/her knowledge no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, rescission of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.
 - 9.2. Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
 - 9.3. In the event the Offeror has knowledge of benefits as outline above, this information should be submitted with the proposal. If

the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20109. The Request for Proposal number shall be referenced in the disclosure.

10. **PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:

The Notice of Award or Purchase Order/Contract (highest precedence),
Addenda,
Scope of Services
The signed proposal submitted by the Contractor,
Request for Proposal,
The prevailing Amazon Business Accounts Terms and Conditions (currently available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180>).
These General Terms and Conditions (lowest precedence).

11. **QUALIFICATIONS OF OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy PWCS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

12. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS shall register on-line at <http://purchasing.departments.pwcs.edu/>. Failure to register will result in the proposal being non-responsive unless an acceptable reason for the failure to register is approved by the Supervisor of Purchasing.

CONTRACT PROVISIONS

13. **ANTI-DISCRIMINATION:** By submitting their proposal, the Offeror certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). In every contract over \$10,000 the provisions in 13.1 and 13.2 below apply:

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

- 13.1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 13.2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 13.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 13.4. The Contractor will include the provisions of 13.1, 13.2 and 13.3 above in every subcontract over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
14. **PROHIBITION AGAINST UNIFORM PRICING:** The Supervisor of Purchasing shall encourage open and competitive bidding by all

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

15. **APPLICABLE LAWS AND COURTS:** Notwithstanding any provision in the prevailing Amazon Business Accounts Terms and Conditions, this solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.

16. **APPROPRIATION OF FUNDS:** All funds for payments by PWCS under this contract are subject to the availability of an annual appropriation for this purpose by PWCS. In the event of non-appropriation of funds by PWCS for the goods or services provided under the contract or substitutes for such good or services which are as advanced or more advanced in their technology, PWCS will terminate the contract, without termination charge or other liability to PWCS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and PWCS shall not be obligated under this contract beyond the date of termination. Notwithstanding the foregoing, PWCS will pay for all goods or services that are ordered and shipped or performed.

17. **ASSIGNMENT OF CONTRACT:** Neither party may assign this Contract without the prior written consent of the other party, except that Contractor may assign this Contract to an Affiliate or in connection with any merger, reorganization, sale of all or substantially all of Contractor's assets or any similar transaction. Subject to this limitation, this Contract will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. For purposes of this section, the term "Affiliate" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Contractor.

18. **AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA:** Any Offeror registered or organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity as described in the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc) and the identification number issued to the Offeror by the State Corporation Commission must be written in the space provided on the proposal submission form and Vendor Information Form. Any Offeror not required to be authorized to transact business in the Commonwealth of Virginia shall include in its proposal a statement/documentation from their legal counsel describing why the Offeror is not required to be registered. Failure of a prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of their proposal. For further information, refer to the Commonwealth of Virginia State Corporation Commission Web site at: www.scc.virginia.gov. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to the VPPA § 2.2-4311.2., Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by PWCS.

19. **BUSINESS LICENSES:** The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Prince William County Code. Information regarding business license requirements is available on the Prince William County website at www.pwcgov.org.

20. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, the Notice of Award or Contract, these General Terms and Conditions and the prevailing Amazon Business Accounts Terms and Conditions (currently available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180>), including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders and payments against contracts will be placed in accordance with the methods made available on Contractor's Amazon Business marketplace (currently available at www.amazon.com/business).

21. **CONFIDENTIALITY AND RETURN OF RECORDS:**

21.1. The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of PWCS' request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Contract Administrator or designee. Notwithstanding the foregoing, Contractor may use or disclose information provided by PWCS for the limited purposes set forth in the prevailing Amazon Business Accounts Terms and Conditions. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Contract Administrator or designee for response. At PWCS' request, the Contractor shall deliver all Records to the Contract Administrator, including "hard copies" of computer records, and at the PWCS request, shall destroy all computer records created as a result of PWCS' request for services under this Contract.

21.2. The Contractor agrees to include the provisions of this section as part of any Contract the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

21.3. No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

22. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:

22.1. Provide a drug-free workplace for the Contractor's employees.

22.2. Include the provisions of the foregoing clauses in every subcontract over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. **EMPLOYEES NOT TO BENEFIT:** No employee of PWCS shall be admitted to any share or part of this contract or to any benefit that may arise therefrom which is not available to the general public.

24. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** In accordance with §2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not, during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in The Federal Immigration Reform and Control Act of 1986.

25. **INDEMNIFICATION:** Contractor agrees to indemnify PWCS and its officers, directors, employees, representatives and agents against any third-party loss, claim, damage, settlement, cost, expense or other

liability (including, without limitation, reasonable attorneys' fees) (each a "Claim") arising from or related to Contractor's gross negligence or intentional misconduct, except, in each case, to the extent caused by the negligence or intentional misconduct of PWCS. Contractor will use counsel reasonably satisfactory to PWCS to defend each Claim against PWCS. Contractor may not consent to the entry of any judgment or enter into any settlement of a Claim against PWCS without its prior written consent, which may not be unreasonably withheld. In no event shall Contractor's obligation to indemnify PWCS exceed the amount paid for the goods or services that are the subject of the Claim. This provision supersedes Amazon Business Accounts Terms and Conditions currently at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180>.

26. **LIMITATION OF LIABILITY:** The Contractor will not be held responsible for failure to perform the duties and responsibilities imposed by the contract if such failure is due to strikes, fires, riots, rebellion and major forces beyond the control of the Contractor that make performance impossible or illegal, unless otherwise specified in the Contract.

27. **MODIFICATIONS TO THE CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of services of this Contract, and within the general scope thereof.

28. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.

28.1. Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.

28.2. PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.

28.3. Any faith-based organization awarded a contract by PWCS shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by PWCS.

28.4. Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.

28.5. If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.

28.6. Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character,

practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider.

29. **RELATIONSHIP TO PWCS:** The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of PWCS. PWCS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. PWCS will not withhold from the contract payments to the Contractor any federal or state unemployment. PWCS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by PWCS for its employees.

30. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor will promote Small and Minority Businesses via the Contractor's Seller Credentials program available on the Amazon Business marketplace. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.

31. **SUBCONTRACTS:**

31.1. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.

31.2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

31.3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

31.4. Nothing contained in this contract shall create any contractual relationship between any subcontractor and PWCS.

31.5. PWCS has the right to approve or disapprove the use of any subcontractors being offered by the Contractor.

31.6. For the avoidance of doubt, Contractor does not contemplate using subcontractors in the performance of this Contract and Contractor's vendors, third-party sellers and service providers providing goods and services hereunder shall not be deemed subcontractors under any of these General Terms and Conditions.

32. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the Contract, PWCS, after due oral or written notice, may procure them from other sources. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:

32.1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

32.2. Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue

of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined. For the avoidance of doubt, nothing in this section shall limit Contractor's or PWCS' right to terminate a business account in accordance with the prevailing Amazon Business Accounts Terms and Conditions.

32.3. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services. For the avoidance of doubt, nothing in this section shall limit Contractor's or PWCS' right to terminate a business account in accordance with the prevailing Amazon Business Accounts Terms and Conditions.

33. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:**

33.1. Offerors are advised that all resultant contracts will be extended, with the authorization of the Offeror, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting Contract. If any other jurisdiction decides to use the final Contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, contractual disputes, and payment. PWCS acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your proposal.

33.2. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

33.3. PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

34. **VIRGINIA FREEDOM OF INFORMATION ACT:** Notwithstanding any Confidentiality or Publicity provisions in the prevailing Amazon Business Accounts Terms and Conditions, Contractor acknowledges that PWCS is an instrumentality of the Commonwealth of Virginia subject to the Virginia Public Records Act (Code of Virginia, Title 42.1, Chapter 7). Subject to the foregoing, PWCS will only disclose this Contract and all confidential information exchanged in connection with this Contract after providing Contractor with notice of any Public Records Act requests and allowing Contractor the right to request exemption or redaction based on assertions of confidentiality or proprietary information to the extent permitted by the applicable law.

34.1. Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

34.2. Proposal records shall be open to the public only after award.

- 34.3. Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.
- 34.4. **Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.**
- 34.5. Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular offer was not deemed to be the most advantageous to PWCS.
35. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in accordance with the methods made available to PWCS on Contractor's Amazon Business marketplace.
36. **PAYMENT TERMS:**
- 36.1. Payment will be made in accordance with the methods and terms made available to PWCS on Contractor's Amazon Business marketplace. .
37. **PAYMENT TO SUBCONTRACTORS:**
- 37.1. A Contractor awarded a contract under this solicitation is hereby obligated to:
- 37.1.1. Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or,
- 37.1.2. Notify PWCS and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 37.2. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 37.3. The provisions of 42.1 through 42.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.
- 37.4. For the avoidance of doubt, Contractor does not contemplate using subcontractors in the performance of this Contract and Contractor's vendors, third-party sellers and service providers providing goods and services hereunder shall not be deemed subcontractors under any of these General Terms and Conditions.
38. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. Contractor shall make available its Amazon Tax Exemption Program to PWCS and allow PWCS to apply its tax exemption status to eligible purchases from Contractor's Amazon Business marketplace.
39. **TAXES:** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Contract. All fees payable by PWCS are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes and gross receipts taxes ("Indirect Taxes"). PWCS will provide such information to Contractor as reasonably required to determine whether Contractor is obligated to collect Indirect Taxes from PWCS. Contractor shall not collect, and PWCS shall not pay, any such Indirect Tax or duty for which PWCS

furnishes Contractor a properly completed exemption certificate or a direct payment permit certificate or for which Contractor may claim an available exemption form Indirect Tax. All payments made by PWCS to Contractor under this Contract will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) are required to be withheld on any payment, PWCS will pay such additional amounts as are necessary so that the net amount received by Contractor is equal to the amount then due and payable under this Contract. Contractor will provide PWCS with such tax forms as are reasonable requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Contract.

40. **TITLE TRANSFER:** To the extent that title to any digital or tangible property is transferred under this Contract, title will transfer from PWCS to Contractor upon receipt by Contractor.

OFFEROR/CONTRACTOR REMEDIES

41. **ACCEPTANCE OF OFFERS BINDING 120 DAYS:** Unless otherwise specified in the RFP, all formal offers submitted shall be binding for one hundred twenty (120) calendar days following proposal opening date, unless extended by mutual consent of all parties.
42. **ARBITRATION:** Notwithstanding any provision in the prevailing Amazon Business Accounts Terms and Conditions, it is expressly agreed that nothing under the contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the contract documents.
43. **AUDIT:** To the extent that PWCS has questions about the data supplied by Contractor in any accounting statements or reports, or the amount or calculation of amounts paid to Contractor, the parties will engage in good faith efforts to resolve such questions and, upon PWCS' reasonable request, Contractor will furnish back-up documentation sufficient to verify the accuracy and completeness of such accounting statements or reports, and to demonstrate the manner in which amounts owed were calculated. .
44. **CONTRACTUAL DISPUTES:** Notwithstanding any provision in the prevailing Amazon Business Accounts Terms and conditions, any dispute concerning a question of fact including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.
45. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Offeror or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
46. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror may protest the award or decision to award a contract by submitting a protest in writing to the Protest Officer no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Protest Officer shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken.

- 46.1. If, prior to award, it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- 46.2. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- 46.3. An award need not be delayed for the period allowed an Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.
47. **SEVERABILITY:** The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Contract.

