PRE-PROPOSAL CONFERENCE

RFP04-689919-18

A pre-proposal conference will be held on August 14, 2003, at 10: 00 A.M, at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 8, Fairfax, Virginia. All offerors are urged to attend.

All offerors are requested to submit any questions to the RFP, in writing, at the beginning of the pre-proposal conference.

FAIRFAX COUNTY

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

www.fairfaxcounty.gov/dpsm

V I R G I N I A

TELEPHONE: (703) 324-3201 FAX: (703) 324-3223 TTY: 1-800-828-1140

ISSUE DATE: July 31, 2003	**REQUEST FOR PROPOSAL NUMBER:** RFP04-689919-18	**FOR:** Employee Benefit Consulting Services for Fairfax County Public Schools (FCPS)
AGENCY: FCPS-Office of Benefit Services	**DATE/TIME OF CLOSING:** August 29, 2003 @ 3:00 PM	**CONTRACT ADMINISTRATOR:** Mary McMahon, CPPB 703-324-3279

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

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

NAME AND ADDRESS OF FIRM:

_____

_____

_____

_____

Telephone/Fax No.: _____ / _____

E-Mail Address: _____

VA State Contractor's License No.: _____

Federal Social Security No.: _____

Prompt Payment Discount: ___% for payment within____days/net____ days

Fairfax License Tax No.: _____

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which Incorporated: _____

_____
Vendor Legally Authorized Signature

_____
Date

_____
Print Name and Title

_____
Secretary

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

Sealed proposals subject to terms and conditions of this Request for Proposal, will be received at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035 until time/date specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the offeror.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM32)

SPECIAL PROVISIONS

1. SCOPE OF CONTRACT:

1.1 The purpose of this Request for Proposal is to enter into a contract with a qualified firm of demonstrated professional competence and experience for the provision of employee benefit consulting services for Fairfax County Public Schools (FCPS) benefit programs in accordance with the terms and conditions of the Request for Proposal.

1.2 The firm to be retained will be required to provide a comprehensive range of employee benefit services solutions for an organization in the local public sector. The firm should have expertise in providing consultant services on plan design, funding, implementation and administration of employer sponsored benefit plans. Range of services may include, but will not be limited to, plan performance and data and actuarial analysis, benefit designs for cost management, project oversight and implementation, rate negotiations, legislative compliance, benefit plan contracting, employee communications and reporting services. The firm's objective should be congruous with the philosophy of FCPS in providing benefit programs that are competitive, cost-effective, and understood and valued by employees. The firm to be retained will not be used as a broker.

2. BACKGROUND:

2.1 Fairfax County Public Schools currently offers several benefit programs to its 23,000 regular, 8,000 hourly and 9,000 retired eligible employees. In addition to defined benefit retirement plans, these programs include - health, prescription drug carve-out, short term and long-term disability, workers' compensation, dental, long-term care, Section 403(b) retirement plans, flexible spending accounts; and COBRA.

3. TASKS TO BE PERFORMED:

3.1 The consultant will be required to gain and maintain, during the term of the contract, familiarity with FCPS benefit strategies, plan designs, financing and administrative practices, benefit communications, and individual plan enrollment and performance.

3.2 The consultant will be required to meet with the FCPS Assistant Superintendent for Human Resources and his/her designees and the FCPS Assistant Superintendent for Financial Services and his/her designees annually, or more frequently as agreed upon by FCPS and consultant, to advise on legal and regulatory changes; market conditions; new and alternative benefit forms; trends and practices in plan design, financing, administration, benefit communications, and support technologies; and other conditions and issues relevant to FCPS employee benefit programs. These meetings are intended to assure that FCPS officials have current information and professional advice consistent with the paragraph 1.2

SPECIAL PROVISIONS (Continued)

3.3 As required, the consultant will assist FCPS in the preparation of Request for Proposals (RFP) for benefit plans and benefits administrative services. The consultant, when needed, will analyze and assist FCPS in evaluating offeror responses; negotiating with top-rated offerors; and developing recommendations for contract award. RFPs may be issued jointly with Fairfax County Government, which may utilize a separate benefits consultant. In such cases, the FCPS consultant will work cooperatively with the County's consultant to produce joint documents; avoid unnecessary duplication of consulting services; and develop recommendations for contract award. Joint recommendations will be sought while keeping the interests of FCPS foremost.

3.4 As required, the consultant will meet with the FCPS school board, management, and employee groups to explain benefit plan issues, changes, and their legal, financial, and employee relations impacts.

3.5 As required, the consultant will perform surveys, analyses, and other tasks related to employee benefits issues, prepare written reports and make oral presentations that reflect knowledge of the subject matter and its relevance to the FCPS benefits program.

3.6 "As required" tasks that may be assigned include, but are not limited to:

a. Assisting FCPS in formulating benefit plan strategies and analyzing existing plan designs for conformity.

b. Analyzing new and alternative benefit forms and preparing written reports on their suitability for incorporation into the FCPS benefits program; their direct and indirect costs; and their administrative requirements.

c. Performing actuarial studies and other analyses of FCPS membership demographics and service utilization in managed health care plans and health maintenance organizations to assist FCPS in negotiating rates with these organizations and setting employee contribution rates.

d. Analyzing health care provider organizations considered for inclusion in the FCPS health benefits program. Making oral presentations and preparing written reports on these organizations, their accessibility and comprehensiveness of services, ability to pay claims, efficiency and timeliness of claims processing, and fee structure in relation to benefits provided.

e. Preparing detailed questionnaires to various firms to elicit information, analyze and evaluate FCPS benefit programs on a regular basis.

f. Reviewing the plan design, premium structure, and financing method of the FCPS's term life insurance program and recommending alternatives to improve its competitiveness and cost-effectiveness.

SPECIAL PROVISIONS (Continued)

g. Analyzing the dental insurance program offered to FCPS employees and advising on less costly and more attractive plan designs.

h. Assisting FCPS in developing effective benefit communication programs to create awareness of benefits, help employees understand program changes, and foster appreciation of benefit costs.

i. Conducting studies to determine the impacts on the FCPS benefits program of changes in local, state, and federal laws.

j. Evaluating the FCPS cafeteria plan and recommending changes to comply with federal and state requirements, to reduce costs, and to improve the attractiveness of benefits.

k. Assisting FCPS with discrimination testing on health and welfare plans, including gathering data, performing tests, interpreting results, meeting reporting requirements, and taking appropriate steps if discrimination is found.

l. Assisting FCPS in developing retirement policy guidelines and recommending revisions to retirement plans as needed to achieve these goals.

m. Evaluating the FCPS Integrated Disability Management (IDM) program, which includes Short Term Disability, Long Term Disability and Workers' Compensation, and recommending changes to comply with federal and state requirements to reduce costs and to improve the attractiveness of benefits.

3.7 For each assigned task or project, the consultant will be required to provide a work plan, to include the following elements: methodology to be used in completing the assigned task or project, list of deliverables and time schedule, including completion date, number and type of personnel to be used in completing the task, and detailed cost schedule to include a breakout of direct and indirect costs, and all overhead; make periodic progress reports and briefings; and submit a final written analysis to the Director, Office of Benefit Services, and other individuals as may be deemed necessary by the Director.

3.8 The consultant will initiate a project only upon receipt of written approval from the Director, Office of Benefit Services. Any increases in approved cost schedules must be fully justified and submitted for approval prior to completion of tasks in question.

4. CONSULTANT AVAILABILTY:

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

SPECIAL PROVISIONS (Continued)

5. TECHNICAL PROPOSAL INSTRUCTIONS:

5.1 The offeror must complete the Technical Proposal Questionnaire (Attachment I) and submit the Technical Proposal in a separate binder containing the following additional information:

a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers; and annual report or financial statement. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

b. Treatment of the Issues:

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Tasks to be Performed" section, and may propose alternative approaches.

5.2 The Technical Proposal Questionnaire and responses may be used for evaluation and clarification purposes only.

6. BUSINESS PROPOSAL INSTRUCTIONS:

6.1 The offeror, as a minimum, must submit a cost proposal in a separate binder from the technical binder, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. The Business Proposal Questionnaire (Attachment II) must be completed and submitted with the business proposal binder. Appendix B must also be used in completing the business proposal. The following information should be submitted as part of the business proposal:

a. The hourly rate for the following:

1. Consultants (may be broken down by experience or expertise)
2. Analysts
3. Support (clerical/secretarial)

b. Breakdown of direct labor and overhead costs by labor classification, including number of hours and applicable actual or average hourly rates by labor classification, overhead rate and supporting schedule.

c. Travel and per diem or subsistence costs, if any, supported by breakdown including destination, duration and purpose.

d. Breakdown of other expenses such as other overhead costs, supplies, etc.

Caution: Failure to provide breakdowns of cost items may render the Business Proposal non-responsive.

SPECIAL PROVISIONS (Continued)

7. COSTS FOR SUB-CONTRACTED WORK:

7.1 Sub-contracted services and supplies will incur no mark-up when purchased by the consultant on behalf of FCPS.

7.2 Costs for sub-contracted services and supplies will be billed through the consultant contract with FCPS, unless otherwise requested.

8. PRICING:

8.1 The subsequent contract will be a firm-fixed price contract. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements for the duration of this contract. Changes in cost for any subsequent yearly contract renewals will be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA.

8.2 Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

9. REQUIRED SUBMITTALS

9.1 Each offeror responding to this Request for Proposal must supply all the documentation required in the RFP. An offeror's failure to provide the documentation with the offeror's response to the RFP will result in the disqualification of the offeror's proposal.

10. SUBMISSION OF PROPOSAL:

10.1 One (1) original (duly marked) and six (6) copies of the Technical proposal, and one (1) original (duly marked) and six (6) copies of the Business proposal are due to the receptionist at the following address:

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

10.2 It is the offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages offerors to use recycled paper, wherever possible.

10.3 Each original and set of the six (6) copies of the proposal shall consist of:

a. Cover sheet (DPSM32)

SPECIAL PROVISIONS (Continued)

b. Technical proposal as required in the Special Provisions, paragraph 5, **TECHNICAL PROPOSAL INSTRUCTIONS** and **Questionnaire (Attachment I)**

c. Business proposal as required in the Special Provisions, paragraph 6, **BUSINESS PROPOSAL INSTRUCTIONS**. (Appendix B must be included in the Business proposal) and **Questionnaire (Attachment II)**.

10.4 By executing the cover sheet (DPSM32), offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

11. LATE PROPOSALS:

11.1 **Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror. Electronically stamped delivery receipts are available.**

12. PERIOD THAT PROPOSALS REMAIN VALID:

12.1 Each Offeror agrees that proposals will remain firm for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

13. CONTACT FOR CONTRACTUAL MATTERS:

13.1 The person to contact concerning contractual matters pertaining to this Request for Proposal is:

Mary McMahon, CPPB, Contract Administrator
Department of Purchasing and Supply Management
Telephone: (703) 324-3279
Fax Number: (703) 324-3228
E-mail: mary.mcmahon@fairfaxcounty.gov

14. CONTACT FOR TECHNICAL MATTERS:

14. The person to contact concerning technical matters pertaining to this Request for Proposal is:

Wanda Stovall, Contract Manager
Office of Benefit Services
Fairfax County Public Schools
Telephone: (703) 750-8491
E-mail: wanda.stovall@fcps.edu

15. KEY PERSONNEL:

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

SPECIAL PROVISIONS (Continued)

16. TRADE SECRETS/ PROPRIETARY INFORMATION:

16.1 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, they must invoke the protections of this section prior to or upon submission of the data or other materials.

16.2 The Offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the offeror.

17. SUBCONTRACTING:

17.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. A listing of registered firms by relevant trades or specialties is available on the Department of Purchasing and Supply Management website (www.fairfaxcounty.gov/dpsm). In addition, a listing of local, state and federal sites as well as proprietary business data providers may be obtained from the Fairfax County Economic Development Authority website, under the Business Database Resources link: http://www.fairfaxcountyeda.org/

17.2 Upon award of contract, the prime contractor agrees to make maximum effort to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County as a small, minority-owned, and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. (Reference Appendix B)

18. PRE-PROPOSAL CONFERENCE:

18.1 A pre-proposal conference will be held on August 14, 2003, at 10:00 A.M. in the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 8, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the County one-week in advance to allow for accommodation.

18.2 The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal.

19. BASIS FOR AWARD:

19.1 The County of Fairfax reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the County.

19.2 A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the business proposals of the highest rated offeror(s) will then be reviewed.

SPECIAL PROVISIONS (Continued)

19.3 Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. **These presentations will be held the week of September 29, 2003 through October 3, 2003. Please hold these dates.** This committee will then conduct a final evaluation of the proposals. The Selection Advisory Committee shall then negotiate a contract with the highest rated offeror. At this time, the offeror and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of Fairfax County.

If a satisfactory contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second rated offeror and so on. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

19.4 Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

a. Qualification of firm with appropriately qualified and experienced personnel.

b. Depth of response to the Special Provisions, Section 3, **TASKS TO BE PERFORMED**.

c. Depth of response to Special Provisions, Section 5, **TECHNICAL PROPOSAL INSTRUCTIONS** and Technical Questionnaire (**ATTACHMENT I)**.

d. Responses to each section of Business Questionnaire (**ATTACHMENT II**).

e. Reasonableness of cost proposal(s) for the categories outlined in the Special Provisions, Section 6, **BUSINESS PROPOSAL INSTRUCTIONS**.

19.5 Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

19.6 The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

19.7 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be initially submitted with the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

SPECIAL PROVISIONS (Continued)

19.8 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

20. ORDER OF PRECEDENCE:

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

21. PURCHASE ORDER:

21.1 A purchase order may be enclosed with the resulting contract or may be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 or the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports.

21.2 The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

21.3 Services are not to begin until receipt of the purchase order and/or other notification by the County Purchasing Agent to proceed.

22. CONTRACT COMPLETION AND RENEWAL:

22.1 This contract will begin on January 1, 2004, or date of award, whichever is later, and terminate on December 31, 2007.

22.2 Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The initial term of this contract is for a three (3) year period. The County reserves the right to renew the contract for three (3) additional years, one (1) year at a time, if agreeable to all parties.

22.3 Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. The contract will provide that if such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County will be entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County’s failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

SPECIAL PROVISIONS (Continued)

23. INSURANCE:

23.1 Work shall not start under this contract until Contractor has obtained all of the insurance called for hereunder and that insurance has been approved by the School Board. Only original, signed certificates of insurance, or alternately, certified copies of the required insurance policies, will be accepted by the School Board as evidence of required insurance. No subcontractor shall start work on this contract, or any subcontract of this contract, until all insurance required of the subcontractor has been obtained and approved by the Contractor.

a. Contractor shall maintain throughout the duration of this contract, and for a period of three years after (a) termination of this contract, or (b) completion of the work (whichever is first), Commercial General Liability insurance, Business Automobile Liability insurance, Errors and Omissions Professional Liability insurance, and Workers Compensation and Employers Liability insurance.

b. Contractor shall require all subcontractors to maintain the same insurance as specified for the Contractor, unless lesser or greater limits are agreed to, or required by, the School Board. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the School Board on demand.

c. All insurance policies shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until 45 days prior written notice has been given to the School Board." The Contractor shall furnish notice of any impending policy change prior to any policy change or cancellation date, and immediately after any change, provide a new certificate reflecting that change. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all work and/or payments until the new certificate is furnished. Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance, or equivalent.

d. No acceptance and/or approval of any insurance by the School Board shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either, or both of them, by the provisions of the documents of this contract. The Contractor assumes all risks of direct and indirect damage, injury, or other loss to any person or any property, wherever located, resulting from any action, omission, commission, or operation under this contract, or connected in any way whatsoever with this contract.

e. The Fairfax County School Board (including its officials, agents, and employees) is to be named an additional insured under the Contractor's Commercial General Liability, Errors and Omissions Professional Liability, and Business Automobile Liability policies, and the certificates of insurance, or the certified policies, must so state. Coverage afforded under this paragraph shall be primary as respects the School Board (including its officials, agents, and employees).

SPECIAL PROVISIONS (Continued)

f. The Contractor will provide insurance issued by companies licensed to do business within the Commonwealth of Virginia, with the Best's Rating of at least A-, VI.

23.2 The Contractor shall provide the following insurance with the minimum limits specified:

a. Statutory Workers Compensation and Employers Liability, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or others who may qualify for such coverage, which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

b. Commercial General Liability insurance, or its equivalent, with a minimum $5,000,000 limit per occurrence, to protect the Contractor, the subcontractors, and the interest of the School Board, its officers, agents, and employees against any and all injuries and damages to third parties, wherever located, resulting from any action or operation under the contract, or in connection with the contracted work.

A Completed Operations Liability policy, or endorsement, with the same minimum limit per occurrence, shall continue in force for three years following completion of the contract.

c. Errors and Omissions Professional Liability insurance, with a minimum $5,000,000 limit per occurrence. This coverage shall continue in force for three years following completion of the Contract.

d. Business Automobile Liability insurance, with a minimum $1,000,000 limit per occurrence, for owned, non-owned, and hired vehicles.

e. All liability policy limits may be met by individual policies for the full limit requirements, or by a combination of underlying policies for lesser limits, with the remaining limits provided by Excess or Umbrella policy(ies).

23.3 If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must:

a. Provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract, and such certificates shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this contract,

or

b. Purchase the extended reporting period (two years minimum) endorsement for the policy or policies in force during the term of this contract, and evidence the purchase of this extended reporting period endorsement by means of a Certificate of Insurance, or a copy of the endorsement itself.

The limits of liability and any extensions, endorsements, or changes to be included, as described previously, remain the same.

SPECIAL PROVISIONS (Continued)

23.4 The Contractor will provide, on demand, certified copies of all insurance policies related to this contract within ten (10) business days of demand by the School Board. These certified copies shall be furnished to the School Board directly by the Contractor's insurance carrier or agent/broker.

23.5 Compliance by the Contractor and all subcontractors with the foregoing insurance requirements shall not relieve the Contractor or any subcontractor from other provisions of this contract.

23.6 Caution shall be exercised at all times for the protection of all persons and all property.

23.7 The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, including any subsequent additions, deletions, and/or charges, as it may apply to this contract.

23.8 The Contractor covenants to save, defend, hold harmless and indemnify the School Board and all of its officials, agents, and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability, or exposure, however caused, resulting from or arising out of, or in any way connected with, the Contractor's performance or non-performance of the terms of this contract or its obligations under this contract. This indemnification shall continue in full force and effect until the Contractor completes all of the work required under the contract, except that indemnification shall continue after final acceptance of the work by the School Board, for all claims for which the Contractor has been given notice involving products or completed operations.

24. DATA SOURCES:

24.1 The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

25. SAFEGUARDS OF INFORMATION:

25.1 Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

26. ACCESS TO AND INSPECTION OF WORK:

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

27. DELAYS AND SUSPENSIONS:

27.1 The Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor.

If, after giving the County Purchasing Agent written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor's time of completion by a period of time reasonably suited for completion of work.

27.2 The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor's cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the Contractor decides to proceed without the data and services that was to be provided by the County, any error or omission of the Contractor that resulted from the County's omission will not constitute default by the Contractor.

28. CHANGES:

28.1 Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

28.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

29. PROJECT AUDITS:

29.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the Contractor under the following conditions:

a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;

b. In the event of a disagreement between the Contractor and the County on the amount due the Contractor under the terms of this contract;

c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,

d. If it becomes necessary to determine the County's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.

29.2 These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.

29.3 Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

29.4 Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.

29.5 Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

30. REPORTS AND INVOICING:

30.1 The Contractor must maintain all records in compliance with federal and state regulations.

30.2 The Contractor must send an itemized invoice by the 25th of each month following the month in which the work was performed. Invoices must be submitted to the Director of the Office of Benefit Services, FCPS Department of Human Resources. The itemized invoice must include the following information:

a. Contract Number
b. Date of services
c. The type of services
d. Office for whom services were performed, and
e. Itemized cost for each item/service

30.3 The Contractor will provide FCPS with a monthly and annual service report that lists all information shown above in paragraph 30.2, A-E. The Contractor will mail the service reports to the individual(s) identified in the final contract.

31. PAYMENTS:

31.1 The County will pay the Contractor monthly based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 3, **TASKS TO BE PERFORMED**.

32. OWNERSHIP OF INFORMATION:

32.1 FCPS reserves the right to own and request from Consultant any originals or copies of data, spreadsheets, software or any other material produced by Consultant for FCPS during the term of the contract, when contract is terminated. Also, FCPS reserves the right to request from Consultant any originals or copies of materials that Consultant may have obtained directly from FCPS' benefit plan vendors on behalf of FCPS when contract is terminated.

32.2 This right does not preclude Consultant from maintaining copies of data, spreadsheets or other materials as part of Consultants' standard business practice for storing history of terminated accounts. All materials maintained by Consultant after termination of contract will be subject to the "Safeguards of Information" provision as detailed in paragraph 24.1.

33. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

33.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

34. NEWS RELEASE BY VENDORS:

34.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

35. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:

35.1 Extension of Contract: Offerors are advised that all resultant contracts will be extended, with the authorization of the Offeror, to Metropolitan Washington Council of Governments member jurisdictions and other Jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of services/supplies at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor(s) must deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your offer. (Reference Appendix B)

35.2 It is the awarded vendor's responsibility to notify the jurisdictions and political subdivisions of the availability of the contract(s).

35.3 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, etc. 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.

35.4 Fairfax County **shall not** be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

I. AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

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

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

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

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than $50,000.

PROFESSIONAL & CONSULTANT SERVICES: Any type of professional service which is either: 1) performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution), or 2) any other type of similar contractual service (including consultants), required by the Fairfax County Government but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of professional service required and at fair and reasonable compensation rather than by competitive sealed bidding.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

General Conditions and Instructions to Bidders

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

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

4. LATE BIDS & MODIFICATIONS OF BIDS-

a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:

1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.

b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:

1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

General Conditions and Instructions to Bidders

f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS-All solicitation packages will contain a special mailing envelope which should be used to ensure proper handling of bids submitted. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used and identified with the solicitation number, subject, and date/time of opening/closing.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.

14. BID OPENING-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: http://www.fairfaxcounty.gov/dpsm/solic.htm.

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the County's Procurement Opportunities List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Procurement Opportunities List.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

General Conditions and Instructions to Bidders

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent 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.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
d. The quality of performance of previous contracts or services;
e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
g. The quality, availability and adaptability of the goods or services to the particular use required;
h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
i. The number and scope of the conditions attached to the bid;
j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,

b. General Conditions and Instructions to Bidders,
c. Special Provisions and Specifications,

d. Pricing Schedule,
e. Any addenda/amendments/Memoranda of Negotiations

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County 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 the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

General Conditions and Instructions to Bidders

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.
e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. OFFICE OF SMALL BUSINESS-

a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
c. As used in this contract the term “small business” means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer then 100 employees, or less than $1,000,000 in annual receipts.
d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.
e. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations

shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the storekeeper at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers

become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order, invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the P.O. or to the appropriate address specified below:

a. Fairfax County Public Schools
   Assistant Superintendent - Financial Services
   10700 Page Avenue
   Fairfax, Virginia 22030
b. County of Fairfax
   Department of Finance
   P. O. Box 1327, Drawer A
   Fairfax, Virginia 22035
c. Fairfax County Redevelopment and Housing Authority
   Finance Division
   3700 Pender Drive, Suite 300
   Fairfax, Virginia 22030-7444
d. Fairfax County Park Authority
   12055 Government Center Parkway
   Suite 927
   Fairfax, Virginia 22035-1118

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

General Conditions and Instructions to Bidders

61. GENERAL GUARANTY-Contractor agrees to:

a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or 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 bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained

to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:

   (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

   (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;

5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the

decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.

b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4e of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4e, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

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

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-When stated specifically in the solicitation, the County Purchasing Agent of Fairfax County may

General Conditions and Instructions to Bidders

participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies, or agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

APPROVED:

/S/ David Bobzien
COUNTY ATTORNEY

/S/ Cathy Muse
COUNTY PURCHASING AGENT

TECHNICAL QUESTIONNAIRE

Section I – Organizational History, Structure and Account Management

1. Provide an overview of your company, including ownership and changes of ownership or strategic alliances in the last 3 years and other lines of business of the company. Include the type of consulting services you provide, the length of time your company has provided these services, and the number of staff in your organization by employee classification, i.e., consultant, analysts, administrative, support, etc.

2. Does your organization have consultants located in the Washington, DC metropolitan area who will provide analysis and expertise in the benefit programs listed below, in Section II - Section XIII? If not, provide in a **table format** where staffing is located for each subject or area of expertise for consultants not located in the Metro area. Also, provide the number of years of experience for each consultant.

3. FCPS requires a primary contact that has more than 10 years of experience in the insurance/employee benefit industry and a minimum of 5 years consulting experience with companies of 20,000 employees or more. Confirm your ability to meet this requirement.

4. Name the person who will be assigned as the primary contact for the FCPS account. Describe how this person will function within your organization to provide the requested services that may go beyond the scope of his/her expertise.

5. What set of qualifications will the actuary have who will perform plan analysis and projections for FCPS? We would prefer someone who has attained Fellowship of Casualty Actuarial Society or Fellowship in the Society of Actuaries. Please provide credentials and experience of your actuary/ies.

6. Provide resumes for consultants and second-tier staff to provide services under this contract.

7. Provide information about any services for which you sub-contract.

8. Provide reference names and contact information for six employers with over 20,000 employees for whom you currently provide consulting services. A minimum of three should be public employers.

9. Provide names and contact information for three employers who have terminated contracts or otherwise officially ended consulting arrangements with your firm. Provide the reasons for termination.

10. Describe your process for evaluating/qualifying the market place when required to recommend a vendor/s to provide specific services as required by your clients.

11. Describe your experience with the public procurement process for employee benefit plans at the Virginia state and Fairfax County levels.

12. Describe your survey process to support a client's request for a survey to measure employee satisfaction with their compensation and benefits program, including all phases of the work from draft of the survey to data analysis (both in regard to the employer and in comparison to other similar (size and type) employers.

13. Describe what your firm does to keep consultants and other employees expert about the changes, innovations, legislation and technology in the ever-changing employee benefits genre. Include internal company resources such as databases, meetings, conferences and other external training sources, CEUs, etc.

14. What training, if any, is available for clients?

Section I I– Total Compensation

1. Describe your experience with total compensation reviews for public employers.

2. Detail your method for analyzing benefit programs in conjunction with compensation to determine the total compensation provided to employees.

3. Provide a sample brochure you have produced to provide comprehensive information to employees about their total compensation.

Section III – Health Plans

1. Describe your consulting practice with regard to employer sponsored health plans including your database for providing comparisons with other employer sponsored health plans.

2. Provide information about various health plan designs proposed in the past, including your involvement with public employer procurement processes. Cite specific staff involvement and experience, not just the involvement and experience of the firm in general.

3. Provide information about the employer health plan designs currently being proposed or studied. Include your involvement with groups or legislative bodies considering or proposing these plans.

4. Describe your experience and staff expertise with the analysis of consumer driven health plans and costs. Provide information regarding plan design recommendations and the best method for communicating this type of plan to employees.

5. Provide a detailed plan for assisting FCPS with management of data for self-insured plans including, preferred provider organization, point-of-service and health maintenance plans. Include information about actuarial evaluations as well as the analysis of claims and expenses.

6. Based on your organizations' study, analysis and findings of health care trends and associated costs, what type of health plans would you recommend to an employer with 25,000 employees?

7. What do you believe are the advantages and disadvantages of purchasing coalitions or industry specific associations as a buying power for employee benefits?

Section IV – Dental Insurance

1. Describe your ability to evaluate and recommend group dental plans, as well as provide comparative data with other employer sponsored dental plans.

2. Provide information about the employer dental plan designs currently being offered or studied, if any. Include your involvement with groups or legislative bodies considering or proposing these plans.

Section V – Life Insurance

1. Describe your experience with evaluating and determining appropriate premiums for life insurance plans.

2. Describe any innovative life insurance plans available to public employers.

Section VI – Retirement Plans

1. Describe your consulting practice with regard to defined benefit retirement plans. FCPS provides three defined benefit retirement plans, two of which are plans outside the control of FCPS (Virginia Retirement System and Fairfax County Supplemental Retirement System).

2. Describe your experience with terminating a defined benefit plan and replacing the plan with a defined contribution plan.

3. Describe your experience with 403(b) tax-deferred accounts including employer-provided plans that include employer contributions and those that are strictly voluntary and include little employer involvement.

4. Describe your experience with the implementation of deferred retirement option plans (DROP).

5. Describe your experience with working with clients during the market cycles of over-and-under funded retirement plans.

6. Describe your experience with assisting employers in evaluating and establishing a deferred compensation (457b) plan.

Section VII – Total Health Management (Sick Leave, Short Term Disability, Long Term Disability and Workers' Compensation)

1. Describe your consulting experience with regard to Total Health Management. Include your experience with evaluation of existing plans, plan design, and implementation.

2. Describe your evaluation process for assisting with determining the effectiveness of Total Health Management Plans at various intervals after the implementation.

3. Describe your consulting experience with regard to the evaluation of third party administrators for short-term disability.

4. Describe your consulting experience with regard to the evaluation of third party administrators for workers' compensation.

5. Describe your experience with the valuation of workers' compensation plans.

6. Describe your consulting experience with regard to the evaluation of third party administrators for long-term disability.

7. Describe your experience with assisting clients in negotiating rates with disability and worker's compensation vendors.

8. Describe your experience evaluating provider networks that contract with third party disability vendors.

Section VIII – Long Term Care

1. Describe your consulting experience with regard to long-term care insurance, especially for public employers. Include information about your recommendations for plan design and implementation.

2. Describe your process for analyzing the effectiveness and value of long-term care insurance.

Section IX – Cafeteria Plans

1. Describe your consulting experience with regard to full-scale cafeteria plans for public employers. Provide information about your assistance with design and implementation, including communication.

2. Describe your consulting experience with regard to premium conversion plans and health and dependent care spending accounts and related legislative and compliance issues.

3. Describe your process for monitoring the frequently changing cafeteria plan regulations.

Section X – Retiree Benefit Plans

1. Describe your consulting experience with regard to the management of retiree benefit plans, particularly health plan design, eligibility rules, and the cost management of such plans.

2. Provide information regarding any participation in groups or government committees on the evaluation of retiree benefit plans, particularly health plans, the cost management of such plans, and recommendations for the management of such plans.

Section XI – Government Mandated Benefit Plans or Benefit Provisions

1. Describe your process for evaluating government mandated benefits or benefit provisions and assisting clients with compliance.

2. Describe your involvement in providing benefit information to legislative committees regarding proposed or existing mandated benefits or benefit provisions under consideration. Include information about client involvement in this process.

Section XII – Organizational Consulting

1. Describe your consulting practice experience in organization redesign and compensation practices. Primarily focus on public employers but include information from your experience with private clients.

2. Provide a sample work plan for evaluating an organizational structure.

Section XIII – Communications

1. Describe your consulting practice for assisting employers with benefit communications.

2. Provide at least two different sample communication pieces (not two pieces from the same program) and explain the production process for each. For example: who wrote the document, who edited the document, who set up the format and specifications for the document, who printed the document, and how was the document distributed (client distribution or consultant distribution).

BUSINESS QUESTIONNAIRE

Your response to this section should be provided in a separate binder as detailed in Section 6 of the Special Provisions and should be based on the following assumptions:

Assumptions

1. Costs for consulting services under this contract will be managed as follows:

   A. Fixed Fee Arrangements

      1. Fixed fee arrangements are required for all projects in which the scope can be pre-determined. If project costs exceed the fixed fee agreement after the project has been approved by FCPS, excess costs will be borne by Consultant. If the scope of the project changes while in progress, mutually agreeable fee revisions will be established.

      2. Prior to beginning an assignment, Consultant will provide a fixed fee quote based on the scope of the assignment.

      3. At FCPS' request, Consultant will provide the fixed fee quote in the following three parts:

         a. Major work component to Consultant
         b. Shared work (50 percent Consultant/50 percent FCPS
         c. Major work component to FCPS

      4. Project Scope will include:

         a. Specific project plan
         b. Specific areas of responsibility
         c. Specific time line
         d. Specific outcomes, products, and/or services

   B. General consulting services for all projects in which scope cannot be pre-determined will be hourly-rate pricing.

   C. Ad hoc services (example: one-time meeting that requires limited consulting services) will be hourly-rate pricing.

   D. Sub-contracted services and supplies will incur no mark-up when purchased by Consultant on behalf of FCPS.

   E. Costs for sub-contracted services and supplies will be billed through the Consultant contract with FCPS unless otherwise requested.

Questions

1. Provide the hourly rate for the following:

   a. Consultants (may be broken down by experience or expertise)
   b. Analysts
   c. Support (clerical/secretarial)
   d. Subcontracting arrangements

2. Provide a sample benefit project to explain, recommend and implement a consumer driven health plan as an option alongside two managed care plans. Include in this project, recommendations for the health care spending account, bridge (deductible) and plan design. Define the scope and project requirements, a description of the process, and the estimated cost (incremental and total) to complete the project. Refer to Special Provisions 3.7 for guidance and use the background information provided in Special Provisions, paragraph 2, **BACKGROUND** for group information. Improvise where more information may be required. However, specify where assumptions and improvisations were made.

3. Provide a sample communication piece. Include a description of the process and the estimated cost (incremental and total) to provide the piece from draft through design and printing. Project scope:

   a. 6-panel fold out brochure (tri-fold, printed front and back) describing HIPAA
   b. 2-color including 1 original graphic
   c. Quantity – 23,000
   d. Printed and delivered to mail house

4. Provide a breakdown of direct labor and overhead costs by labor classification, including number of hours and applicable actual or average hourly rates by labor classification, overhead rate and supporting schedule.

5. How do you bill for travel, per diem or subsistence costs?

6. Identify other expenses that may be incurred, such as other overhead costs, supplies, etc., and explain how you charge for these services.

RFP CHECKLIST

NAME OF OFFEROR:_____

ADDRESS: _____

_____

E-MAIL ADDRESS: _____

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

Service Representative: _____
Telephone Number: ( ) _____

Fiscal Representative: _____
Telephone Number: ( ) _____

EMAIL Address: _____

A detailed description of cost elements must be submitted as part of the business proposal.

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
B. Special Provisions & Specifications,
C. Appendix A (General Conditions and Instructions to Bidders)
D. Appendix B (RFP Checklist, BPOL Form, COG Rider, SBE Schedule, Subcontractor's Notification Form).
E. Listing of Potential Subcontractors - See web page (www.fairfaxcounty.gov/dpsm/solic.htm)

_____
Typed name and title

_____
Signature

_____
Date of Submission

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

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

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in: Virginia ☐ Yes ☐ No
  Fairfax County ☐ Yes ☐ No
- Date business began/will begin work in Fairfax County

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

_____
_____
_____
_____
_____
_____
_____

_____ _____
Signature Date

For Office Use Only:

- Company name and address: _____
_____
- Amount of Contract Award $ _____
- Fairfax County Agency: _____
- Agency Contact _____ Phone No. _____
- Company Contact _____ Phone No. _____
- Nature of business_____

<u>YOU SHOULD RETURN THIS FORM OR A COPY OF CURRENT FAIRFAX COUNTY BUSINESS LICENSE IN PROPOSAL. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.</u>

COG Rider for Additional Jurisdictions

REFERENCE PARAGRAPH 35 OF THE SPECIAL PROVISIONS, "USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS":

YES	NO	JURISDICTIONS	YES	NO	JURISDICTIONS
_____	_____	Alexandria Public Schools	_____	_____	Madison County Public Schools
_____	_____	Alexandria Sanitation Authority	_____	_____	Manassas Park Public Schools
_____	_____	Alexandria, Virginia	_____	_____	Manassas, Virginia
_____	_____	Arlington County, Virginia	_____	_____	Manassas City Public Schools
_____	_____	Arlington Public Schools	_____	_____	Maryland-National Capital Park & Planning Commission
_____	_____	Bowie, Maryland	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Charles County, Maryland	_____	_____	Metropolitan Washington Council of Governments
_____	_____	Chevy Chase Village, MD	_____	_____	Montgomery Community College
_____	_____	City of Fairfax, Virginia	_____	_____	Montgomery County, Maryland
_____	_____	Clark County Administrative Services	_____	_____	Prince George's County Public Schools
_____	_____	College Park, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Culpeper County Public Schools	_____	_____	Northern Virginia Community College
_____	_____	District of Columbia	_____	_____	Northern Virginia Regional Commission
_____	_____	District of Columbia Schools	_____	_____	Orange County Public Schools
_____	_____	Fairfax County Water Authority	_____	_____	Prince George's County, Maryland
_____	_____	Falls Church City Public Schools	_____	_____	Prince William County, Virginia
_____	_____	Falls Church, Virginia	_____	_____	Prince William County Public Schools
_____	_____	Fauquier County Schools	_____	_____	Prince William County Service Authority
_____	_____	Frederick City, Maryland	_____	_____	Rappahannock County Public Schools
_____	_____	Frederick County Maryland	_____	_____	Rockville, Maryland
_____	_____	Frederick County Schools	_____	_____	Shenandoah County Public Schools
_____	_____	Gaithersburg, Maryland	_____	_____	Stafford County Public Schools
_____	_____	Greenbelt, Maryland	_____	_____	Takoma Park, Maryland
_____	_____	Herndon, Virginia	_____	_____	Town of Vienna, Virginia
_____	_____	Loudoun County Sanitation Authority	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Loudoun County, Public Schools	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Loudoun County, Virginia	_____	_____	Virginia Railway Express
			_____	_____	Washington Metropolitan Area Transit Authority

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_____
Vendor Name

SBE SCHEDULE

The Fairfax County Board of Supervisors has established the following definitions for small and minority businesses:

Small Business – A corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross sales.

Minority Business – A business enterprise that is at least **51%** owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; Women (regardless of race or ethnicity); and persons with a physical or mental impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.

Step 1: Select all categories that apply to your business from this group.

✓	***Business Partner Classification Code/Category***
___	**Disabled Person Owned**
___ (8)	**Public Body/Government Agency**
___ (9)	**Non Profit/Not-for-Profit**
___ (D)	**Sheltered Work Shop** (work oriented rehabilitative facility with a controlled work environment and individual goals that utilizes work experience and related services assisting the handicapped person to progress toward normal living and productive vocational status)

Step 2: Select the one category that applies to your business from the table below.

SMALL BUSINESS	LARGE BUSINESS	OWNERSHIP
___ (B)	___ (Y)	**Non-Minority**
___ (C)	___ (A)	**Women-Owned**
___ (G)	___ (E)	**African American Owned**
___ (H)	___ (F)	**African American Women-Owned**
___ (K)	___ (I)	**Hispanic American Owned**
___ (L)	___ (J)	**Hispanic American Women-Owned**
___ (O)	___ (M)	**Asian American Owned**
___ (P)	___ (N)	**Asian American Women-Owned**
___ (S)	___ (Q)	**American Indian Owned**
___ (T)	___ (R)	**American Indian Women-Owned**
___ (W)	___ (U)	**Eskimo/Aleut Owned**
___ (X)	___ (V)	**Eskimo/Aleut Women-Owned**

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

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title:_____
Prime Contractors Name: _____

Prime Contractor's Classification Code: _____ (from SBE Schedule)

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited contract, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor. Please complete this form and return it to this office with your bid package. The purpose of determining a subcontractor's small/minority classification, the criteria for both is stated below:

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	SMALL/MINORITY CLASSIFICATION

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