An optional pre-proposal conference will be held at 2:00 P.M. on November 13, 2019 at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 9/10, Fairfax Virginia. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

All questions pertaining to this RFP should be submitted in writing to the contract specialist at dpmmteam3@fairfaxcounty.gov.
**NAME AND ADDRESS OF FIRM:**

<table>
<thead>
<tr>
<th>Telephone/Fax No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Mail Address:</td>
</tr>
<tr>
<td>Federal Employer Identification No or</td>
</tr>
<tr>
<td>Federal Social Security No.(Sole Proprietor)</td>
</tr>
<tr>
<td>Prompt Payment Discount:</td>
</tr>
<tr>
<td>State Corporation Commission (SCC) Identification No.</td>
</tr>
</tbody>
</table>

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting, by any other relevant certifications set forth in Attachment A, and the Affirmation of Legally Required Contract Terms set forth in Attachment - C.

Vendor Legally Authorized Signature ____________________________ Date ____________

Print Name ____________________________ Title ____________________________

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

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPMM32) rev 7/2018
1. **SCOPE OF SERVICES:**

1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of programs for eligible employees and retirees of Fairfax County Government (FCG):

   a. Medical Insurance Plans – Administrative Services Only (ASO) for self-insured medical plans covering FCG’s employees and retirees;
   b. Pharmacy Benefit Management for prescription drug coverage to be offered on an integrated or carved out basis with the self-insured medical;
   c. Flexible Spending Account and Health Savings Account plans; and
   d. Management of an on-site health clinic.

1.2. Offerors may propose for one or more of the service areas.

2. **MINIMUM QUALIFICATIONS:**

2.1. Experience with Similar Clients: Offeror must have at least ten years of experience in administering HMO, OAP, POS, HDHP and PPO health benefit programs for at least five other public sector/private sector customers each with at least 80% the enrollment of FCG.

2.2. Financial Rating: Offeror rating must reflect an A. M. Best or Standard & Poor insurance rating of no less than A-.

2.3. NCQA Network Accreditation: All Offeror HMO/OAP/POS/HDHP/PPO networks must at all times maintain a minimum NCQA accreditation of Commendable.

2.4. Network Provider Geographic Access: Medical Health GeoAccess Standards for the offeror must be at least 2 providers within 8 miles for 90% of the FCG population.

2.5. Claim Fiduciary Responsibility: Offeror must administer claim and or service appeals including Level I and Level II appeals in accordance with Federal guidelines with final decision to FCG.

2.6. Proprietary Networks: Based on the geographically specific membership distribution of FCG, the Offeror must maintain and control direct contracts with no less than 75% of the network providers in the networks that would serve FCG exclusive of mental health and chemical dependency networks.

2.7. License Requirements: Offeror must certify that it meets all requirements for licensing in the County of Fairfax and the Commonwealth of Virginia.

3. **PRE-PROPOSAL CONFERENCE:**

3.1. An optional pre-proposal conference will be held on November 13, 2019 at 2 P.M. in the Fairfax County Government Center, Conference Center Rooms 9/10, 12000 Government Center Parkway, Fairfax, Virginia. To request reasonable ADA accommodations, call the Department of Procurement and Material Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven working days in advance of the event to make the necessary arrangements.

3.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to penny.crawley@fairfaxcounty.gov.

4. **CONTRACT PERIOD AND RENEWAL:**

4.1. This contract will be for five (5) years with one 2-year option, and three (3) one-year renewal options available, beginning on January 1, 2021, if agreeable to all parties.

4.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County’s Department of Procurement and Material Management (DPMM).
4.3. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County’s obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. BACKGROUND:

5.1. Fairfax County is one of the largest counties in Virginia (by population) with over one million residents. The Fairfax County Government (FCG) employs approximately 14,000 benefit eligible employees and approximately 5,000 non-benefits-eligible employees. FCG covers a diverse workforce including administrative staff, public safety (including police and fire/rescue), library staff, public works, health and family services staff. The covered workforce primarily resides throughout the Northern Virginia and metropolitan Washington, D.C. region. The county also has a large retiree population. Although the majority of retirees continue to reside in the Northern Virginia area, a number reside in many other parts of the United States. There is also a small group of FCG-affiliated entities, each with minimal numbers of employees who are currently permitted to elect coverage under FCG’s benefit plans.

5.2. FCG also offers a comprehensive benefits package, including medical, prescription drugs, dental, group term life insurance, medical and dependent care reimbursement, long-term disability, defined benefit/pension, and deferred compensation programs.

5.3. Current Programs Covered by this RFP:
   a. Self-insured medical and prescription drug coverage. The FCG health insurance program currently includes four self-insured plans that provide both medical and pharmacy coverage for eligible employees, retirees and their dependents. These plans include:
      • Open Access Plus Co-Pay Plan – Managed by Cigna;
      • Open Access Plus 90% Co-insurance Plan – Managed by Cigna;
      • Open Access Plus 80% Co-insurance Plan – Managed by Cigna;
      • Open Access Plus MyChoice Plan – Managed by Cigna;

      (Note: FCG also offers a fully-insured health maintenance organization (HMO), managed by Kaiser Permanente, that is not included in this request for proposal.)

      These programs are overseen by FCG’s Department of Human Resources, Benefits Division.

   b. Health Savings Account Program. FCG provides a Health Savings Account plan for eligible employees enrolled in the MyChoice Consumer Driven Health Plan managed by Cigna. This offering is an integrated offering through Cigna and HSA Bank.

   c. Flexible Spending Account Programs. FCG provides a flexible spending account plan for eligible employees to help offset qualified medical and dependent care expenses. Both pre-tax savings options are managed by WageWorks (formerly, Flexible Benefits Management Company (FBMC)).

      These programs are also overseen by FCG’s Department of Human Resources, Benefits Division.

5.4. Medical, Prescription and FSA Eligibility:
   a. Active employees: The majority of active FCG employees are eligible to participate in the health insurance and flexible spending account programs, including:
      • Full-time and part-time merit system employees. A merit employee is someone hired under the competitive system defined in the Merit System Ordinance found in the County Code (Article 1, Chapter 3, Code of Fairfax County.) As of August 30, 2019,
approximately 14,000 full-time merit employees and approximately 500 part-time merit employees were eligible to participate.

- Benefits-Eligible/Non-merit employees. Also referred to as Status E employees, these non-merit employees are scheduled to work between 1040 and 1560 hours per year and are eligible for health insurance (medical/pharmacy and dental) and flexible spending account programs only. As of August 30, 2012, there were 712 employees in this category.

b. Retirees: Within 30 days of retirement, an employee who is (1) covered by the county’s health insurance program and (2) who retires under one of FCG’s three defined benefit pension plans may elect to continue health insurance coverage as a retiree. Eligibility and residency requirements must still be met if applicable to the health plan option selected. If no longer eligible for coverage under that option (either because of Medicare or because of living outside of the program’s service area), the retiree may:

- Elect coverage under an option for which they are eligible;
- Reduce coverage level (drop dependents); or
- Drop coverage altogether. However, once dropped, coverage may never be reinstated.

Retirees are not eligible for flexible spending account programs.

c. Spouses and dependent children: Eligible employees and retirees may elect to cover their spouses or dependent children. To cover a spouse, the employee or retiree must be legally married (as recognized by the Commonwealth of Virginia.) An eligible dependent child is defined as any biological child, stepchild, adopted child, (or child placed for adoption,) or child for whom the employee has been appointed legal guardian or who has been granted permanent legal custody. Dependent children must be under the age of 26 and ineligible for their own employer-sponsored coverage. Disabled dependents, regardless of age, are eligible to remain on the county’s health plans if the disability occurred before age 26. Documentation is required for both spouses and dependent children at the time of initial enrollment.

d. COBRA coverage. Coverage continuation is available under certain circumstances under the Consolidated Omnibus Budget Reconciliation Act (COBRA). As of August 30, there were 85 participants who had elected COBRA under the county’s medical plans and no participants who had elected COBRA under the county’s FSA program.

5.5. Enrollment Data for Self-Insured Health Plans and FSAs:
   a. Data is transmitted to vendors through the FOCUS system using a standard 834 format.

5.6. Participation:
   a. Health Plans: In 2019, eligible employees may choose from individual, employee + child, employee + spouse or family coverage. Beginning 2020, eligible employees may choose from individual, employee + child(ren), employee + spouse or family coverage

The following chart shows the breakdown as of June 30, 2019

<table>
<thead>
<tr>
<th>Plan</th>
<th>Individual</th>
<th>EE + Child</th>
<th>EE + Spouse</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>OAP Co-Pay Plan</td>
<td>1,513</td>
<td>52</td>
<td>555</td>
<td>1,505</td>
</tr>
<tr>
<td>OAP 90% Co-Insurance Plan</td>
<td>972</td>
<td>190</td>
<td>275</td>
<td>758</td>
</tr>
<tr>
<td>OAP 80% Co-Insurance Plan</td>
<td>921</td>
<td>108</td>
<td>137</td>
<td>523</td>
</tr>
<tr>
<td>OAP MyChoice Plan</td>
<td>517</td>
<td>64</td>
<td>134</td>
<td>590</td>
</tr>
<tr>
<td>HMO</td>
<td>880</td>
<td>211</td>
<td>234</td>
<td>697</td>
</tr>
<tr>
<td>Total</td>
<td>4,803</td>
<td>625</td>
<td>1,335</td>
<td>4,073</td>
</tr>
</tbody>
</table>
SPECIAL PROVISIONS

b. Eligible retirees may choose individual, two-party coverage (employee + dependent) or family coverage for the health plans. The following chart shows the breakdown of coverage by medical plan as of June 30, 2019.

<table>
<thead>
<tr>
<th>Plan</th>
<th>Individual</th>
<th>Two-Party</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>OAP Co-Pay Plan</td>
<td>925</td>
<td>403</td>
<td>18</td>
</tr>
<tr>
<td>OAP 90% Co-Insurance Plan</td>
<td>568</td>
<td>232</td>
<td>25</td>
</tr>
<tr>
<td>OAP 80% Co-Insurance Plan</td>
<td>826</td>
<td>622</td>
<td>114</td>
</tr>
<tr>
<td>OAP MyChoice Plan</td>
<td>22</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>HMO</td>
<td>275</td>
<td>120</td>
<td>19</td>
</tr>
<tr>
<td>Total</td>
<td>2,616</td>
<td>1,384</td>
<td>178</td>
</tr>
</tbody>
</table>

a. FSAs: As of August 30, 2019, 2,718 employees were participating in the Medical FSA program, while 618 employees were participating in the Dependent Care FSA program.

5.7. Self-Insured Medical and Prescription Drug Plan Design:

a. Self-Insured Medical Plans. The following is a brief outline of the FCG medical plan design components:

- Open Access Plus-High (OAP-High) Plan, managed by Cigna HealthCare -- This plan provides coverage through a national network maintained by CIGNA. Both in-network and out-of-network benefits are provided. Participants are encouraged (but not required) to see a primary care physician for routine care. In addition, referrals are not required for specialty care. This plan features a copay structure for in-network office visits and other services. A deductible must be satisfied, followed by coinsurance when care is provided by a non-participating provider outside of the OAP network. When using non-participating providers, participants may be subject to balance billing.

- Open Access Plus 90% and 80% Co-Insurance Plans, managed by Cigna HealthCare -- This plan provides a lower-cost premium alternative while still offering comprehensive care through the same national network of providers and facilities utilized by the OAP-High program without the need for referrals. However, this plan uses coinsurance and deductibles to help reduce the cost of the plan for participants and the county. Members are protected by out-of-pocket maximums that limit financial exposure for medical costs in the event of a serious injury or illness or those with chronic conditions. Higher deductibles and coinsurance amounts apply when care is provided by a non-participating provider outside of the OAP network. When using non-participating providers, participants may be subject to balance billing.

- Open Access Plus MyChoice Consumer Driven High Deductible Health Plan, managed by Cigna HealthCare -- This plan provides a lower-cost premium alternative while still offering comprehensive care through the same national network of providers and facilities utilized by the OAP-High and OAP Co-Insurance Plans without the need for referrals. However, this plan combines IRS mandated deductibles and out-of-pocket maximums with co-insurances to help reduce the cost of the plan for participants and the county and allowing participants to participate in tax-advantaged Health Savings Accounts. Members are protected by out-of-pocket maximums that limit financial exposure for medical costs in the event of a serious injury or illness or those with chronic conditions. Higher deductibles and coinsurance amounts apply when care is provided by a non-participating provider outside of the OAP network. When using non-participating providers, participants may be subject to balance billing.

- Health Maintenance Organization (HMO), managed by Kaiser Permanente -- This plan provides a fully insured center-based care option. Members receive medical care at a Kaiser Permanente facility within the Washington metropolitan area or at one of the local area hospitals authorized by Kaiser Permanente. Specialists may be located at the Kaiser facility or in private practice. Physician referral is required for specialty care. (Kaiser Permanente contracts with the county on a sole-source basis. These services are not within the scope of this RFP.)
b. Prescription Drug Coverage under FCG’s Self-Insured Medical Plans. As noted above, prescription drug coverage is integrated with FCG’s medical plans at this time. Cigna manages its own pharmacy benefit program and three of the county’s self-insured programs have a common pharmacy benefit cost structure as follows.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail (up to 34-day supply)</td>
<td>$75 (Individual)</td>
<td>$150 (Two-party/Family)</td>
</tr>
<tr>
<td>Mail Order (up to 90-day supply)</td>
<td>Covered at 70% of allowed benefit</td>
<td></td>
</tr>
<tr>
<td>Out-of-Pocket Maximum</td>
<td>$2,000 (Individual)</td>
<td>$4,000 (Two-party/family)</td>
</tr>
</tbody>
</table>

5.8. Premiums:

a. Premiums for FCG’s self-insured plans are developed using a number of different factors, including, but not limited to:
- FCG’s own claims experience for each plan as well as on an aggregate basis across all three of its self-insured programs;
- National and regional medical and prescription drug trends;
- Migration estimates;
- Plan design parameters; and
- Forecasts of large claim volume.

b. Premiums are calculated on a pooled experience basis by aggregating data from all participants (including active employees, pre-Medicare retirees and retirees in Medicare as well as dependents).

c. Cost-Sharing: For active employees, FCG has historically paid 85 percent of premiums for individual employee coverage and 75 percent of premiums for two-party and family coverage. Recently FCG has shifted cost-sharing on the OAP Co-Pay Plan managed by Cigna. Retirees pay the full premium for coverage, but may be eligible for a county-paid subsidy based upon years of service. COBRA participants also pay the full premium for coverage, plus a 2 percent fee for administration.

5.9. Vendor payments:

a. Medical plans.
- Claims: Vendors for FCG’s self-insured plans invoice the county on a weekly basis for claims. Invoices and claims detail are provided through secure email by Tuesday of each week. For claims in the OAP-Co-Pay, OAP 90% and 80% Co-Insurance, and the MyChoice plans managed by CIGNA, payment is made through ACH to an impress account no later than two business days within receipt of the invoices.
- Prescription claims: Reimbursements for pharmacy claims under Cigna managed plans are requested concurrently with medical claims invoicing.
- Administrative fees. Current provider invoices the county on a monthly basis for administrative fees.

b. Flexible Spending Accounts:
- Reimbursements: FSA claims are paid on a semi-weekly basis through ACH debit. Back-up and invoices are provided by the vendor 24 hours prior to the ACH debit. There is currently no pre-funding provision for this plan.
- Administrative fees: The current FSA vendor invoices the county on a monthly basis for services. Invoices are paid through ACH.
5.10. **FCG Benefit Plan Strategy.** The benefits package offered to employees and retirees is a critical component of FCG’s total compensation program and is designed to attract and retain employees and to provide for the health and financial security for its workforce. Many important factors are taken into consideration when designing benefit plans for county employees and retirees, including:

- Providing comprehensive coverage that helps keep employees, retirees and their families physically and financially well.
- Maintaining plans that are affordable and sustainable for all participants and the county.
- Offering variety in the plan designs to best meet the diverse needs of our population.
- Continuing to operate compliant, responsible benefit programs in an increasingly complex regulatory and fiscal environment.

5.11. FCG health benefits programs have gone through considerable changes during the last several years designed to improve access to quality health care and services, offer choice in plan design and delivery, improve benefit administration and contain increasing costs. While many positive outcomes have been accomplished, the evolution of consumer-driven, outcome-focused and health improvement benefits, coupled with next generation technology, present future opportunities to increase cost containment and employee satisfaction.

**Appendix B lists all exhibits that have been provided with current plan and supportive information. Exhibits can be accessed by clicking the link provided on the solicitation page for electronic documents.**

6. **STATEMENT OF NEEDS:** Through this solicitation, FCG seeks vendors who can partner with the County strategically to manage its medical, prescription drug, FSA and HSA plans and on-site clinic in light of the complex regulatory changes and rising costs in programs.

6.1. **Key Considerations.** Offerors should submit a proposal that demonstrates the following:

   a. **General:**
      - A commitment to service excellence;
      - Multi-channel and customizable communications capabilities that allow FCG’s participants to access information in the most effective and comfortable manner for each segment in a diverse demographic (i.e., print, onsite/in-person, web-based, telephonically, etc.);
      - Best-in-class tools that support decision-making for participants and county management;
      - Account management capabilities as well as customizable reporting packages;
      - Demonstrated quality assurance and internal controls in all areas of administration;
      - Experience with public sector clients;
      - Ability to deliver cost-effective plan designs that are contemporary, flexible, competitive and meet the needs of FCG’s demographic;
      - Compliance expertise at the national, state and local levels;
      - Consulting capabilities to help FCG stay current in terms of market changes, competitive designs and technological innovation while effectively managing cost of delivery;
      - Competitive fees and performance guarantees; and
      - Proven commitment to continuous improvement in systems and training.

   b. **Medical plan-specific:**
      - Provider and facility network superiority as evidenced by size and scope of network, credentialing, high performance network options;
      - A willingness to recruit and add FCG’s highly utilized non-participating medical providers and facilities;
      - Effective Quality of Care Initiatives, including effective and comprehensive Clinical Care Management Program, clinical performance standards, effective Disease Management programs and demonstrated engagement of participants;
      - Health assessment tools that help participants measure health risks and develop actionable, customized plans for increased health and wellness;
      - Effective strategies for medical plan design for retirees, including both pre- and post-Medicare populations; and
      - A proven commitment to wellness.
SPECIAL PROVISIONS

c. Pharmacy Benefit Management-specific:
- Comprehensive network of participating pharmacies to maximize choice and convenience for participants;
- Seamless integration with medical data to provide for high quality analytics;
- Competitive pricing and rebate agreements with retail pharmacies and manufacturers that provide lower costs for participants and the county;
- Convenient and affordable mail order;
- Comprehensive formularies;
- Proven clinical management tools, such as drug utilization review and disease management, that encourage the best clinical outcomes for patients;
- Effective strategies for prescription drug plan design for retirees, including both pre- and post-Medicare populations; and
- A proven commitment to wellness.

d. FSA and HSA Plan-specific:
- Ability to promote the tax advantages of the FSA program;
- Capabilities for seamless claims processing that is streamlined with the medical and pharmacy programs; and
- Ability to assist in the compliance functions associated with FSAs, including nondiscrimination testing protocols.

e. On-Site Clinic specific:
- Demonstrate a commitment to employee wellbeing;
- Ability to manage, promote and staff on-site clinic; and demonstrate ROI;
- Ability to assist in the compliance functions associated with on-site clinic management.

6.2. Future Plan designs. As noted above, FCG is seeking vendor(s) with expertise and infrastructure to assist in the development and administration of plan designs that meet participant needs while helping stem the rising cost of benefits. Offerors will be asked to detail their capabilities and administrative costs relative to current plan designs, but also will be asked to share input and experience based upon their books of business or industry expertise in the following areas:
- Strategies for sustainable retiree medical and drug coverage (pre- and post-Medicare), including Medicare Supplement programs;
- Increased utilization of wellness programs and engagement in programs that assist in the management of chronic conditions; and
- Carved-out versus integrated pharmacy benefit management.

6.3. Qualified offerors are encouraged to submit a proposal that meets the following administrative and underwriting requirements.

a. Rate Guarantee.
   1. Thirty-six month rate guarantee on administrative fees. No commissions should be included in the quoted rates.
   2. Detail must be provided on increase limits proposed for administrative fees for subsequent years of the contract. Additionally, factors that would merit a decrease in fees should also be detailed.

b. Administrative Services. The selected contractor(s) will be expected to provide administrative services associated with the programs covered by this solicitation.

7. TECHNICAL PROPOSAL INSTRUCTIONS:

7.1. The offeror must submit the Technical Proposal in a separate binder that addresses Section 6. STATEMENT OF NEEDS. The offeror must submit responses to the applicable questionnaire(s) for each service area for which they wish to be considered. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.
SPECIAL PROVISIONS

a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.

b. Technical Questionnaire – Offerors must complete a questionnaire for each service for which they wish to be considered. Word versions have been provided and can be accessed by clicking the link provided on the solicitation page for electronic documents.

c. Understanding of the problem and technical approach.

1. Statement and discussion of the requirements as they are analyzed by the offeror.

2. Offeror’s proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.

3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.

4. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

7.2. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address the Statement of Needs separately and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

7.3. Treatment of the Issues:

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

7.4. Statement of Qualifications:

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

a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.

b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.

c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical
SPECIAL PROVISIONS

personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

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

d. A staffing plan is required which describes the Offeror’s proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.

e. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.

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

8. COST PROPOSAL INSTRUCTIONS:

8.1. The offeror must submit a fully burdened cost proposal for each submitted technical bid in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.

8.2. Offerors must complete a cost questionnaire for each service for which they wish to be considered. Word versions have been provided and can be accessed by clicking the link provided on the solicitation page for electronic documents.

9. PRICING:

9.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 3 years. Increases in cost for any subsequent contract years shall be negotiated, but shall not exceed 3%.

9.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer’s price, etc.).

9.3. Price decreases shall be made in accordance with paragraph 41 of the General Conditions & Instructions to Offerors. (Appendix A)

10. TRADE SECRETS/PROPRIETARY INFORMATION:

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

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

10.3. Request for Protection of Trade Secrets or Proprietary Information (Attachment A) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.

10.4. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
11. CONTACT FOR CONTRACTUAL MATTERS:

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

Penny Crawley, Contract Specialist
Department of Procurement and Material Management
Telephone: (703) 324-3884
Email: penny.crawley@fairfaxcounty.gov

11.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 16.3).

12. REQUIRED SUBMITTALS:

12.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror’s response to the RFP will result in the disqualification of the Offeror’s proposal.

13. SUBMISSION OF PROPOSAL:

13.1. One (1) original (duly marked) and ten (10) copies of the Technical proposal, and one (1) original (duly marked) and ten (10) copies of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside.

Department of Procurement and Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035

It is requested that one copy of the proposal be provided in a USB format. The offeror must include a notarized statement that the USB version is a true copy of the printed version. Electronically stamped delivery receipts are available.

13.2. 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.

13.3. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

13.4. Each original and set of the ten (10) copies of the proposal shall consist of:

a. Cover sheet (DPMM32)

b. Technical proposal as required in the Special Provisions, paragraph 7, TECHNICAL PROPOSAL INSTRUCTIONS (Attachment A should be included with the Technical Proposal).

c. Cost proposal as required in the Special Provisions paragraph 8, COST PROPOSAL INSTRUCTIONS. (Attachment B should be included in the Cost proposal).

13.5. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person to the address listed on the DPMM32 Coversheet.
14. ADDENDA:

14.1. Offerors are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.

14.2. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage. It is the Offeror’s responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/solicitation.

15. PROPOSAL ACCEPTANCE PERIOD:

15.1. Any proposal submitted in response to this solicitation shall be valid for 180 days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

16. BASIS FOR AWARD:

16.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.

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

16.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.

16.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

16.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

16.6. Proposal Evaluation Criteria

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

a. Demonstrated understanding and ability to accomplish the tasks as referenced in the Statement of Needs – Section 6 – 25 Points
b. Demonstrated qualifications of firm with appropriately qualified and experienced personnel – 25 points
c. Demonstrated experience of firm to accomplish the tasks as referenced in the Technical proposal questionnaire – 35 Points
d. Reasonableness of Cost proposals – 15 Points

16.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
16.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

16.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

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

16.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

17. INSURANCE:

17.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damages or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

17.2. The Contractor shall, during the continuance of all work under the contract provide the following:

   a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than $100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

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

   c. The Contractor agrees to maintain, owned, non-owned, and hired Commercial Automobile Liability insurance, in the amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Commercial Automobile Liability policy, or a Comprehensive General Liability policy.

   d. The Contractor agrees to maintain Professional Liability insurance in the amount of $1,000,000 per claim to cover each individual professional staff.

   e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

   f. Rating Requirements:

      (1) Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.

      (2) European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
SPECIAL PROVISIONS

Indemnification: Article 59 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.

g. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent before any work is started.

h. The Contractor will secure and maintain all insurance certificates of its subcontractors, if any, which shall be made available to the County on demand.

i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the Contractor while in their care, custody and control for the use of this contract. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten (10) business days of demand by the County. These certified copies will be sent to the County from the contractor’s insurance agent or representative.

17.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

17.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

17.5. The County, its officers and employees shall be named as an “additional insured” in the General Liability policies and it shall be stated on the Insurance Certificate that this coverage “is primary to all other coverage the County may possess.”

18. REPORTS AND INVOICING:

18.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.

18.2. The Contractor must invoice the Department of Human Resources using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send Human Resources an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:

   a. Employee name;
   b. The name of the County department;
   c. Date of services
   d. The type of services; and,
   e. The itemized cost for each item/service.

18.3. The Department of Human Resources must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 18.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

19. CHANGES:

19.1. 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.

19.2. 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.
20. **DELAYS AND SUSPENSIONS:**

20.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor’s time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

20.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor’s time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

20.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County’s delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

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

21.1. 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.

22. **DATA SOURCES:**

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

23. **SAFEGUARDS OF INFORMATION:**

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

24. **ORDER OF PRECEDENCE:**

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

25. **SUBCONTRACTING:**

25.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity https://www.sbsd.virginia.gov; local chambers of commerce and other business organizations.

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

26.1. Reference Paragraph 72, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer.
26.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).

26.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

26.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract’s terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

26.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

27. NEWS RELEASE BY VENDORS:

27.1. 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.

28. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

28.1. 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.

28.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

29. HIPAA COMPLIANCE:

29.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.

29.2. Further information regarding HIPAA Compliance is available on the County’s website at http://www.fairfaxcounty.gov/HIPAA.

30. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

30.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.
General Conditions and Instructions to Bidders

COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

1. AUTHORITY: The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent’s responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.

2. DEFINITIONS: Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

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

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

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

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the County.

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

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

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

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

CONDITIONS OF BIDDING

3. BID FORMS: Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

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

4. LATE BIDS & MODIFICATIONS OF BIDS:

a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.

b. If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.
c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.

5. WITHDRAWAL OF BIDS- Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.

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

7. LABELING OF BIDS – All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder’s name and address clearly marked on the outside of the envelope or package.

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

9. CONDITIONAL BIDS-Conditional bids may be rejected in whole or in part.

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

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

12. RECEIPT OF BIDS- Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.

13. BID OPENING- All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 64, General Conditions and Instructions to Bidders. The Purchasing Agent’s representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County’s website at: http://www.fairfaxcounty.gov/dpmn/bid-tabulations

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 64, General Conditions and Instructions to Bidders.

14. OMISSIONS & DISCREPANCIES- Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.

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

15. BIDDER INTERESTED IN MORE THAN ONE BID- If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

16. TAX EXEMPTION- The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County’s Federal Excise Tax Exemption Number is 54-74-0127K.

17. PROHIBITION AGAINST UNIFORM PRICING- The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

18. UNBALANCED BIDS—A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent, both mathematically and materially unbalanced, may be rejected as non-responsive.
19. **CLARIFICATION OF TERMS**—If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only be addendum issued by the contract specialist.

20. **BRAND NAME OR EQUAL ITEMS**—Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

21. **SPECIFICATIONS**—When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

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

22. **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 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.

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

24. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS**—A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
   a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
   b. Acceptance Agreement
   c. General Conditions and Instructions to Bidders
   d. Special Provisions and Specifications
   e. Pricing Schedule
   f. Any Addenda/Amendments/Memoranda of Negotiations

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

26. **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
General Conditions and Instructions to Bidders

payment is to be made within the discount period.
b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.

27. INSPECTION-ACCEPTANCE - Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

28. 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.

29. 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

30. 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.

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

32. TERMINATION OF CONTRACT FOR CAUSE -
a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County shall have the right to terminate the contract. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

33. 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 its authorized agent.

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

35. FUNDING - The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
General Conditions and Instructions to Bidders

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

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

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

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

39. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:

a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.

b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.

c. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.

40. GUARANTEES & WARRANTIES: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.

41. PRICE REDUCTION: If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a “general price reduction” shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor’s customers generally, or (2) in the Contractor’s price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a “general price reduction” under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the “Price Reduction” provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.

42. CHANGES: If in the Purchasing Agent’s opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

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

43. PLACING OF ORDERS: Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

44. SHIPPING INSTRUCTIONS - CONSIGNMENT: Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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.

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

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

47. COMPLIANCE-Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor’s claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.

48. 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.

49. 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.

50. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

51. 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.

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

a. The Purchase Order Number,

b. The Name of the Article and Stock Number (Supplier’s),
c. The Quantity Ordered,
d. The Quantity Shipped,
e. The Quantity Back Ordered,
f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County’s refusal to accept the goods.

BILLING

53. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the “BILL TO” address on the PO or to the appropriate address specified in the contract.
54. **PAYMENT** - Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.

55. **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.

56. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING** - When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made 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.

57. **GENERAL GUARANTY** - Contractor agrees to:
   a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
   b. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
   c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
   d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
   e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
   f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

58. **SERVICE CONTRACT GUARANTY** - Contractor agrees to:
   a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
   b. Enter upon the performance of services with all due diligence and dispatch, assiduously to press 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, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
   d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
   e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlager, 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.

59. **INDEMNIFICATION** -
   a. **General Indemnification** - Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor’s employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney’s fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor’s responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
   b. **Intellectual Property Indemnification** - In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor’s products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney’s fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor’s reasonable
General Conditions and Instructions to Bidders

opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 58, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

c. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County’s prior written consent before entering into such settlement or resolution.

d. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

60. OFFICIALS NOT TO BENEFIT-

a. Each bidder, offeror, or contractor shall certify, upon signing a bid, proposal, or contract, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in this disclosure.

61. 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.

62. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

63. 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.

64. 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 offeror, 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
General Conditions and Instructions to Bidders

or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records containing information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).

f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.

BIDDER/CONTRACTOR REMEDIES

65. INELIGIBILITY-

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

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

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

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;

3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:

   a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
   
   b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;

5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project.

7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

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

66. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.

b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

67. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

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

b. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has 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.

68. PROTEST OF AWARD OR DECISION TO AWARD-

a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4.D of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4.D, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.

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

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

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

69. CONTRACTUAL DISPUTES-

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent’s decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.

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

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

71. VENUE: This contract and its terms, including but not limited to, the parties’ obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction’s choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

72. COOPERATIVE PURCHASING-The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.

73. 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.

74. IMMIGRATION REFORM AND CONTROL ACT-Contractor agrees that it does not and shall not during the performance of the contract for
General Conditions and Instructions to Bidders

goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

75. **AUDIT OF RECORDS** The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term “records” includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.

76. **NONVISUAL ACCESS** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:

   a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
   b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
   c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
   d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
   e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

APPROVED:

/S/ Elizabeth D. Teare
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT
## Exhibit List

<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Title</th>
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<tbody>
<tr>
<td>1a</td>
<td>2019 Active Benefit Guide</td>
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<tr>
<td>1b</td>
<td>2019 Retiree Benefit Guide</td>
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<tr>
<td>2a</td>
<td>2020 Active Benefit Guide</td>
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<tr>
<td>2b</td>
<td>2020 Retiree Benefit Guide</td>
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<td>3</td>
<td>Census</td>
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<tr>
<td>4a</td>
<td>2019 90% Co-Insurance Plan SPD</td>
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<td>4b</td>
<td>2019 80% Co-Insurance Plan SPD</td>
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<tr>
<td>4c</td>
<td>2017 MyChoice Plan SPD</td>
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<td>4d</td>
<td>MyChoice Certificate Rider</td>
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<tr>
<td>4e</td>
<td>2019 90% Co-Insurance Plan SPD, Retirees over 65 EGWP</td>
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<tr>
<td>4f</td>
<td>2019 80% Co-Insurance Plan SPD, Retirees over 65 EGWP</td>
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<tr>
<td>5a</td>
<td>2020 90% Co-Insurance Plan SBC</td>
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<tr>
<td>5b</td>
<td>2020 80% Co-Insurance Plan SBC</td>
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<td>5c</td>
<td>2020 MyChoice Plan SBC</td>
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<tr>
<td>5d</td>
<td>2020 90% Co-Insurance Plan SBC, Retirees over 65 EGWP</td>
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<td>5e</td>
<td>2020 80% Co-Insurance Plan SBC, Retirees over 65 EGWP</td>
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<td>5f</td>
<td>2020 MyChoice Plan SBC, Retirees under 65</td>
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<td>6</td>
<td>Historical Premiums</td>
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<td>7</td>
<td>Medical RX Claims Report</td>
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<td>8</td>
<td>Top ICD/diagnosis</td>
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<td>9a</td>
<td>Top Drug Report 2017</td>
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<td>9b</td>
<td>Top Drug Report 2018</td>
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<td>9c</td>
<td>Top Drug Report 2019</td>
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<tr>
<td>9d</td>
<td>Top Drugs Report PDP - EGWP</td>
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<td>10a</td>
<td>Provider and Facility Disruption 2017</td>
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<td>10b</td>
<td>Provider and Facility Disruption 2018</td>
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<td>10c</td>
<td>Provider and Facility Disruption 2019</td>
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<td>11a</td>
<td>Large Claims 2016</td>
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<td>11b</td>
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<td>Large Claims 2018</td>
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<td>11d</td>
<td>Large Claims thru September 2019</td>
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<tr>
<td>12a</td>
<td>Pharmacy Disruption - Top Pharmacies 2017</td>
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<tr>
<td>12b</td>
<td>Pharmacy Disruption - Top Pharmacies 2018</td>
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<tr>
<td>12c</td>
<td>Pharmacy Disruption - Top Pharmacies 2019</td>
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<tr>
<td>13a</td>
<td>LiveWell Calendar 2018</td>
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<tr>
<td>13b</td>
<td>LiveWell Calendar 2019</td>
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<tr>
<td>14a</td>
<td>MotivateMe Incentive Rewards Chart 2019</td>
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<tr>
<td>14b</td>
<td>MotivateMe Incentive Rewards Chart 2020</td>
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<tr>
<td>15</td>
<td>Proposed Medicare Advantage Plan Design</td>
</tr>
</tbody>
</table>

*Proposal Questionnaires are Self-Titled with no Exhibit Number*
A1.
OFFEROR DATA SHEET

NAME OF OFFEROR: ________________________________

ADDRESS: _______________________________________

_______________________________________________

E-MAIL ADDRESS: __________________________________

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

Service Representative: ____________________________
Telephone Number: (   ) ____________________________
E-Mail Address: __________________________________

Fiscal Representative: ______________________________
Telephone Number: (   ) ____________________________
E-Mail Address: __________________________________

Payment Address, if different from above:

_______________________________________________

_______________________________________________
A2.
BUSINESS CLASSIFICATION SCHEDULE

PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL. This designation is requested of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

Examples:
- A small, Asian women-owned business would mark “Small” in Step 1, then “Women-Owned” and “Minority-Owned” in Step 2.
- A small, service-disabled veteran and women-owned business would mark “Small” in Step 1, then “Women-Owned” and “Service-Disabled Veteran-Owned” in Step 2.
- A government agency/public body would ONLY mark “Government Agency/Public Body” in Step 1.

NAME OF BUSINESS: ________________________________________________

LAST 4 DIGITS OF TIN/EIN: ___________________ SIGNATURE: ________________________________

<table>
<thead>
<tr>
<th>Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.</th>
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<tbody>
<tr>
<td>☐ Small</td>
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<tr>
<th>Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.</th>
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<tbody>
<tr>
<td>☐ Women-Owned</td>
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DEFINITIONS
Small Business/Organization - “Small business” means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

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

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

Service-Disabled Veteran - means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

Service-Disabled Veteran-Owned Business - is a business that is at least 51 percent owned by one or more service-disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

Shelter Workshop - a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience in the workshop.
A3. VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The offeror:

☐ is a corporation or other business entity with the following SCC identification number:
________________________-OR-

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

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

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder’s current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals: ☐
A4.

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>DATA/MATERIAL TO BE PROTECTED</th>
<th>SECTION NO., &amp; PAGE NO.</th>
<th>REASON WHY PROTECTION IS NECESSARY</th>
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A5.
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

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.
A6.
CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement and Nonprocurement Programs issued by the General Services Administration.

2. “Principals,” for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: __________________________________________

Signature/Date: __________________________________________/_______________

Company Name: __________________________________________

Address: __________________________________________

City/State/Zip: __________________________________________

SSN or TIN No: __________________________________________
A7.
Certification Regarding Ethics in Public Contracting

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

Check one:

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

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

If 2 is selected, please complete the following:

Recipient: ________________________________________________

Date of Gift: ____________________________________________

Description of the gift and its value:
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Description of the consideration received in exchange and its value:
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Printed Name of Bidder/Offeror Representative: ____________________________

Signature/Date: ____________________________ / ______________________

Company Name: _________________________________________________

Company Address: ________________________________________________

City/State/Zip: ____________________________________________________

This certification supplements but does not replace the requirements set forth in paragraph 60 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation
Please provide the following information (If applicable) on your company letter head:

Vendor name: ________________________________

Doing Business As/(Trade Name): ________________________________

DUNS #: ________________________________

Business classification(s): ________________________________ (Classification descriptions)

Certified by: __________ Certification #: __________ Date of expiration: __________

Corporate Address (Address Listed on W9): ________________________________

________________________________ Zip code: __________ (please include last four digits)

Remittance Address □ :

________________________________

________________________________ Zip code: __________ (please include last four digits)

Contact name: ________________________________

Email: ________________________________

Phone: ________________________________ FAX: ________________________________

Standard Method of Communication: EMAIL □ FAX □ MAIL □ OTHER □

Purchase Order Address □

________________________________

________________________________ Zip code: __________ (please include last four digits)

Contact name: ________________________________

Email: ________________________________

Phone: ________________________________ FAX: ________________________________

Standard Method of Communication: EMAIL □ FAX □ MAIL □ OTHER □
AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

BY SIGNING THIS AFFIRMATION, THE OFFEROR REPRESENTS THAT IT UNDERSTANDS THAT THE FOLLOWING CONTRACT TERMS ARE REQUIRED BY LAW AND CANNOT BE VARIED, REVISED, AMENDED, CHANGED, OR OTHERWISE NEGOTIATED:

1. Funding: The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County’s obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County’s failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

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

3. Authorization to Conduct Business in the Commonwealth: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so
required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

4. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

5. **Contractual Disputes:**
   a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent’s decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.

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

6. **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.
7. **Immigration Reform and Control Act:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

8. **Audit of Records:** The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.

9. **Nonvisual Access:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:

   a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;

   b. The technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;

   c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and

   d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.

   e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

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Signature/Date: ______________________________ / __________________________

Printed Name/Title: ______________________________ / __________________________

Company Name: ______________________________