



Finance Department
Procurement Services Division
1 County Complex Court, Suite 220
Mail Stop MC460
Woodbridge, VA 22192-9201
703-792-6770
pwcva.gov/bid

REQUEST FOR PROPOSAL E-Rate Category 1 Eligible Services

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TIME ZONE: EASTERN TIME

Please submit your response to:

Company **Prince William County**
Buyer **Erika Bukva**
Phone
E-mail **ebukva@pwcgov.org**

Question and Answers:

Submit Questions to **Erika Bukva**
E-mail **ebukva@pwcgov.org**

Contract Terms and Conditions

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I. INTRODUCTION

I.1 PWC ELECTRONIC BID/PROPOSAL SUBMISSION

Bidders/Offerors must submit a solicitation response through the Solicitations portal at <https://eservice2.pwcgov.org/eservices/procurement/VendorLoginReg>. Email and hard copy responses are not accepted. Prospective Contractors should confirm their ability to access the portal in advance of the solicitation due date to allow sufficient time to request technical support, if needed.

If a Bidder/Offeror is not registered in the portal, they must register before they can submit a response. Approval of a new Supplier registration may take up to 48 hours. Questions regarding Supplier registration can be directed to 703-792-8060 or financevendorrequests@pwcgov.org.

Instructions for submitting bids and proposals using the Solicitations portal are available on the PWC Procurement website at <https://eservice2.pwcgov.org/eservices/procurement/BiddingGuide>. These Guides provide detailed instructions for online quote, bid, and proposal submission.

Responses in "draft" status will not be accepted. Bids and proposals must be submitted prior to the due date and time listed in the solicitation.

I.2 SCOPE OF WORK

See Attachment VI.3.

I.3 CONTRACT PERIOD

The base contract period shall be for at least one year from November 19, 2022.

I.4 RENEWAL OF CONTRACTS

The County may renew this Contract for up to four (4) successive one year periods under the terms and conditions of the original Contract. Price increases shall be negotiated only at the time of renewal. Upon receipt of the Contractor's request, the County shall decide to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. The Contractor will receive written notice of the County's intent to renew the contract approximately 60 calendar days prior to the expiration date of each Contract period. If the County elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by no more than the percentage increase/decrease of the applicable category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available. The request for a change in pricing shall include, at a minimum, (1) the cause for the adjustment; (2) the previous line item price and the new requested price; and, (3) documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index), change in manufacturer's price documented on manufacturer letterhead, etc.

I.5 CLARIFICATION OF TERMS

If any Prospective Contractor has questions about the specifications or other Solicitation documents, the Prospective Contractor shall contact the Buyer whose name appears on the face of the Solicitation no later than close of business seven (7) calendar days before the due date. Any revisions to the Solicitation shall be by amendment issued by the County. Prospective Contractors shall NOT contact any other Prince William County employee regarding the Solicitation or its requirements.

I.6 DECISION NOT TO RESPOND

Some recipients of this Solicitation may elect not to submit a response for a variety of reasons. The County is interested in learning whether problems with the solicitation process have discouraged responses or whether there are other reasons. Accordingly, if your firm elects not to submit a response, we ask that you return a statement as to why you are unable or unwilling to respond.

I.7 VENDOR REGISTRATION

Prospective Contractor shall be a registered Prince William County vendor before submitting a response to this Solicitation. Vendors can register themselves at <http://www.pwcgva.gov/bid>.

II. PROPOSAL REQUIREMENTS

II.1 EFFECT OF PROPOSAL SUBMISSION

The requirements of this RFP shall be supplied in writing in order for the County to consider the proposal complete.

Submission of a proposal shall constitute agreement to the provisions contained in this RFP which are required by federal, state, or County statute, law, code, regulation, ordinance, or standards, including, but not limited to, the Prince William County Procurement Regulations, and/or in the Offerors proposal in any contract negotiated between the parties. After the qualified Offerors are ranked for negotiations, Offerors shall be required to clearly and specifically indicate any other exception or clarification to the applicable objective or specification included in the Scope of Work. The County's review and acceptance of the Offeror's proposed amended terms shall be a condition of contract award.

By submitting a proposal, the Offeror also agrees that it is satisfied from its own investigation of the conditions and requirements to be met, it fully understands its obligation, and it shall not make any claim for or have the right to cancellation of or relief from the Contract because of any misunderstanding or lack of information.

Offerors are reminded that the proposal will form the basis of the contract negotiations phase between the County and the selected Contractor. Accordingly, the proposal shall be written in a concise, forthright manner, and respond in the manner described in the RFP. The County reserves the right to incorporate all statements and claims made in the Offeror's proposal (to include any attachments) in the final contract.

II.2 COPIES SUBMITTED

The County shall consider for award a Prospective Contractor that submitted a sealed response that was properly received prior to the due date and time.

Offerors shall submit a proposal electronically via the Solicitations portal. Emailed responses are NOT accepted.

Offerors must submit a proposal through the Solicitations portal at <https://eservice2.pwcgov.org/eservices/procurement/VendorLoginReg>. Email and hard copy responses are not accepted. Prospective Contractors should confirm their ability to access the portal in advance of the solicitation due date to allow sufficient time to request technical support, if needed.

If an Offeror is not registered in the Solicitations portal, they must register before they can submit a response. Approval of a new Supplier registration may take up to 48 hours. Questions regarding Supplier registration can be directed to 703-792-8060 or financevendorrequests@pwcgov.org.

Instructions for submitting proposals using the Solicitations portal are available on the PWC Procurement website at <https://eservice2.pwcgov.org/eservices/procurement/BiddingGuide>. These Guides provide detailed instructions for online quote, bid, and proposal submission.

Responses in "draft" status will not be accepted. Proposals must be submitted prior to the due date and time listed in the solicitation.

Offerors should regularly visit the County Procurement website for amendments. The County shall not accept proposals after the specified date and time. Proposals received in Procurement Services after the specified date and time shall not be considered for contract award and shall be returned unopened to the Offeror.

Offerors shall include the RFP Submission Form with the technical proposal submission.

II.3 CLOSURE OF COUNTY GOVERNMENT

If the County Government closes due to an unanticipated event on the scheduled due date for the receipt of responses, Procurement Services will receive responses until 3:00 p.m. the next regular business day.

II.4 RFP SUBMISSION FORM

Each Offeror submitting a proposal shall complete and include the RFP Submission Form regarding company identification and ownership disclosures, conflict of interests, and collusion. The certification on this form shall bear an original signature, unless submitted electronically via the Solicitation portal. Failure by the Offeror to include this RFP Submission Form with its proposal may be cause for rejection of the proposal. The Offeror may include a letter of transmittal, if desired.

II.5 PROPOSAL FORMAT INSTRUCTIONS

The County will follow the evaluation process and selection criteria described in Section III of this RFP. In order to enhance this process and provide each Prospective Contractor an equal opportunity for consideration, adherence to a standardized proposal format is required except as noted in this Solicitation. The format of each proposal shall contain the following elements, organized into separate chapters and sections, as the Offeror may deem appropriate. These elements parallel the County's proposal evaluation

criteria. The County is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal.

Proposal:

1. RFP Submission Form;
2. Cost of Eligible Products/Services;
3. Meets/Understands the County's Needs;
4. Previous Experience; and
5. Compatibility.

1. RFP Submission Form (see Attachment VI.2)

2. Cost of Eligible Products/Services (submit Cost Proposal as separate file)

The total cost of ownership will be considered for the eligible components of the proposed service. Total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-rate program rules.

This element of the Offeror's proposal shall be submitted as a separate file from the Technical Proposal and shall contain the total cost of the proposed services. Complete the attached pricing schedule (Attachment VI.4).

- The Offeror shall identify a payment schedule linked to services provided.
- The Offeror shall explain and provide details of any conditions that might impact the proposed pricing.
- The detailed basis for the proposed pricing of these services including all items and considerations relative to the compensation, such as an hourly fee per employee or a monthly fee per employee, shall likewise be provided. The compensation schedule shall include all items, including but not limited to, professional time, travel, data processing, forms, printing, or any other expenses included in the proposed pricing.

3. Meets/Understands the County's Needs

The County's needs are outlined in the Scope of Work (Attachment VI.3).

Please clearly outline the scope and objectives of the proposed services as they relate to the objectives of the entire Scope of Work including performance Service Level Agreements. Please include any special considerations that you may see for this project.

4. Previous Experience

Offerors should demonstrate their experience in the industry providing the service/equipment for which they are submitting proposals. The Offeror shall provide the following information:

This section shall include the qualifications of the staff that the Offeror will assign to the contracted services if selected. At a minimum, the proposal shall:

- Designate a Project Manager.
- Include the organization, functional discipline, and responsibilities of staff members who will be assigned to perform the contracted services.
- Provide a complete resume or description of each team member's education, professional

- experience; and length of time employed by the Offeror and/or a subcontractor.
- Summarize the organizational structure and size of the company plus its date of organization and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Describe the Offeror's local office experience with similar projects.
- Indicate whether the company has an organized practice addressing the requested scope of services, who formally heads that practice, and where that person is located.
- Describe any local office(s) that will serve the County including size, services, area covered, and principal contact person.
- List or describe representative clients currently served, both nationally and by the local office, focusing on clients similar in size and complexity to Prince William County.
- Provide the current name, address, and telephone number of at least three (3) specific references (preferably local government) the company has served either currently or in the past two (2) years; preferably those where one or more of the project team members provided the same or similar services as requested herein. Each reference shall indicate the scope of services provided to each referenced client.

The personnel named in the proposal shall remain assigned to the contracted services throughout the period of the Contract. No diversion or replacement may be made without submission of a resume of the proposed replacement and other information required by the County and the final prior written approval of the County, in accordance with the "Key Personnel" clause.

The Offeror shall clearly state if it is proposing to subcontract any of the work herein. Provide the names of Subcontractors and by proposing such firm(s) or individuals, the Offeror assumes full liability for the Subcontractor's performance. The Offeror shall also specify, in a similar manner with references, etc., the qualifications of any Subcontractors to be used in this proposed project.

5. Compatibility

Describe how your proposed solution will integrate into the County's existing LAN/WAN environment.

The County reserves the right to make any additional investigation(s) as it may deem necessary or appropriate to establish the competency and financial stability of any Offeror. If, after the investigation, in the sole opinion of the County, the evidence of competency and financial stability is not satisfactory, the County reserves the right to reject the proposal.

Proposals submitted shall be valid for a period of at least 120 calendar days from the original due date of this RFP until such time a contract is signed, unless extended in writing.

III. SELECTION OF CONTRACTOR

III.1 APPROVING AUTHORITY

The Approving Authority is either the Prince William County Board of County Supervisors or the Department Head and the authority to approve the acquisition is contingent upon the appropriation of funds for the total amount of the Contract within each fiscal year.

III.2 SELECTION COMMITTEE

For this RFP, the County will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection to the Approving Authority.

III.3 BASIS FOR AWARD

The Selection Committee will base its recommendation on the "Evaluation Criteria" set forth in this RFP. The County intends to make an award to the responsible Offeror whose offer conforms to the Solicitation and is most advantageous to the County, cost or price and other factors considered. For this Solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the cost or price becomes more important.

III.4 EVALUATION CRITERIA

The Selection Committee will base the evaluation of the initial proposal on the following criteria:

1. Cost of Eligible Products/Services - 40 Points
2. Meets/Understands County's Needs - 20 Points
3. Previous Experience - 15 Points
4. Compatibility - 25 Points

Total Available Points - 100

Offeror shall submit a proposal that includes the most complete and favorable terms from both a technical and cost standpoint.

The lowest price shall be scored the maximum number of evaluation points for price. The lowest price is then divided by each of the higher offeror's proposed price in turn. The quotient is then multiplied by the points assigned for price to determine the evaluation points to be assigned to each higher price proposal.

Formula:

Lowest Price Offered / Price of Offer being Evaluated = % Factor X Maximum Available Points = Points Assigned

The Selection Committee may conduct investigations that it deems necessary or appropriate, which may include past performance, site visits, and references, to assure that the Offeror fully understands and is responsive to the Solicitation requirements and has the ability to perform the work. The Selection Committee and/or its representative(s) reserves the right to inspect the Offeror's physical premises prior to award to satisfy questions regarding the Offeror's capabilities.

The Selection Committee shall determine the Offerors having a reasonable chance of receiving a contract award based on the results of the Committee's initial evaluation. The County reserves the right to conduct oral presentations and discussions that may include, but are not limited to, explanations of the proposed approach, work plan, and qualifications of the Offeror.

Should the Selection Committee require additional clarification and/or supplementary information,

Offerors shall be prepared to submit such information in response to a written request from Procurement Services.

Offeror shall receive fair and equal treatment with respect to any opportunity for discussion of proposal and the Offeror thereto may make revisions after submission and prior to award.

At the conclusion of the discussions outlined in this section and based on the criteria listed above, the Selection Committee shall determine the order of preference of two or more Offerors that it deems to be fully qualified and best suited among those submitting proposals.

Should the Selection Committee determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more qualified than the others under consideration are, the County shall negotiate and award a Contract to that Offeror.

After review and evaluation and based on its sole discretion, the County reserves the right to reject any or all proposals received in response to this request.

The County will not compensate Offerors for the cost of proposal preparation whether or not it consummates an award.

III.5 CONTRACT DEVELOPMENT

The County shall negotiate with the Offeror(s) it deems to be fully qualified and best suited among those submitting proposals. As a result of this Contract negotiation, the County may propose a Contract that amends the scope of the Solicitation or the Offeror's proposal prior to signing the Contract.

At the conclusion of negotiations, the Offeror shall submit a Final Revised Proposal at the request of the County. The Final Revised Proposal shall become part of the Contract between the County and the selected Offeror. Accordingly, the Offeror shall write the Final Revised Proposal in a concise and forthright manner and as described in Section II of the Solicitation.

The County will evaluate the Offeror's proposal to consider the information contained in the Final Revised Proposal. The County will base the decision to award on the evaluation of the Final Revised Proposal, investigations made by the Committee, and any other information presented during the evaluation and negotiation phases. The Selection Committee shall select the Offeror that, in its opinion, made the best proposal that provides the best value at a fair and reasonable price. The County reserves the right to incorporate all proposed statements, claims, and attachments in the final Contract. The Selection Committee will make appropriate recommendations to the Approving Authority. With the concurrence of the Approving Authority, the County shall award the contract to the selected Offeror. The County may award to more than one Offeror.

The Acceptance Agreement; this Solicitation, including amendments issued prior to the response due date and time; and the Offeror's Solicitation response, as revised, shall constitute the whole agreement between the parties, unless specifically stated otherwise.

III.6 CONTINGENCY OF THE CONTRACT AWARD

Award of the contract to the selected firm is contingent upon the budget and appropriation of funds by the Board of County Supervisors (if necessary), and the successful negotiation of contractual terms agreeable to both parties. Failure to achieve either of the above will result in no award.

III.7 ACCEPTANCE AGREEMENT

The County shall provide a written award or Acceptance Agreement to the successful Offeror within the time for acceptance specified in the Solicitation. Signatures on the Acceptance Agreement from the Contractor, County Approving Authority, and the head of Procurement Services result in a binding Contract.

The following documents shall be incorporated by reference in the Contract and become a part of the Contract:

- a. Prince William County Acceptance Agreement and other Solicitation documents that may be incorporated by reference,
- b. The terms and conditions of the Solicitation and all amendments, and
- c. The Offeror's Final Revised Proposal.

III.8 TYPE OF CONTRACT

The County expects to award a fixed price type of Contract or a Contract based on fixed rates for a specified period based on present assumptions.

IV. SPECIAL PROVISIONS

IV.1 PROVISION OF SERVICES

The Contractor shall provide the services to the County as described in this Contract. Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry best practices and shall be considered complete when the Contract Administrator approves the services as acceptable.

IV.2 CONTRACT AMOUNT

In return for the services identified in this Contract, and subject to the "Termination for Non-Appropriation of Funds" clause, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the Pricing Schedule.

IV.3 TIME OF THE ESSENCE AND COMPLETION

Time shall be of the essence to this Contract, except where it is specifically provided to the contrary, provided that schedules are mutually agreed to and the Contractor shall not be responsible for delays and related damages due to circumstances or events beyond its direct control.

IV.4 KEY PERSONNEL

The Contractor shall assign to this Contract the key personnel included in the Solicitation Response.

During the period of performance, the Contractor shall make no substitutions of key personnel unless, illness, death, or termination of employment necessitates the substitution. All substitutions are subject to the final approval of the County. The Contractor shall notify the County Contract Administrator within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contract Administrator. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contract Administrator will notify the Contractor within a reasonable period after receipt of all required information of its decision on proposed substitutions.

IV.5 OWNERSHIP OF PRODUCTS OF SERVICE

All data, documents, records, and other information, whether in electronic or tangible format, including, but not limited to, renderings, drawings, plans, reports, and specifications, which are prepared, developed, and/or created by the Contractor or its subcontractor(s) in the performance of this Contract are instruments of service and upon completion of the Contract, they and any copyright(s), patent right(s), and any other intellectual property right(s) shall become the sole property of the County. Upon request by the County, the Contractor shall promptly provide the County with a written acknowledgment and assignment in a form prescribed by and satisfactory to the County which shall evidence the County's sole ownership of specifically identified intellectual property prepared, developed, and/or created in the performance of this Contract. The Contractor shall not copyright, patent, register, or file for any other intellectual property protection for any work prepared, developed, and/or created by the Contractor in the performance of this Contract without the prior written consent of the County's head of Procurement Services. With the County's prior written consent, the Contractor may retain for Contractor's use copies of data, documents, records, and other information, including, but not limited to, drawings and specifications, prepared, developed, and/or created by the Contractor in the performance of this Contract.

The Contractor shall not disclose or release, without the County's prior written consent, any data, documents, records, and other information, whether in electronic or tangible format, related to this Contract to anyone who is not a party to this Contract except (i) to a County-approved subcontractor on this Contract; (ii) to a federal or state government department or agency, when required under federal or state law or regulation; or (iii) when expressly required by a court or administrative order. If the Contractor discloses or releases any data, documents, records, and other information, whether in electronic or tangible format, related to this Contract to a federal or state government department or agency, or as required by a court or administrative order, it shall promptly notify the County prior to doing so in order to provide the County with an opportunity, but not the obligation, to object or intervene in the matter.

IV.6 INSPECTION AND ACCEPTANCE

1. Goods and services, which throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products, and work performed, shall be subject to inspection and testing by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

2. The County shall notify the Contractor when services are unacceptable, or goods are defective in

material or workmanship or otherwise not in compliance with the County's requirements. The County has the right to:

- Reject the goods and/or services, or
- Reject and request replacement or corrective action, whichever is applicable.

At the County's direction, the Contractor shall promptly and at its own expense:

- Remove the defective goods or take all corrective action, whichever is applicable, and replace the defective goods if required by the County,

3. If the Contractor fails to promptly remove such goods that are required to be removed or replaced, or to correct the unacceptable services, the County either 1) may by Contract or otherwise replace or correct such goods/services and charge to the Contractor the cost occasioned the County; or 2) may terminate the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects the unacceptable services or replaces such goods within the specified delivery schedule, the head of Procurement Services may require the delivery of such goods, or the corrective service, to be provided at a reduction in price that is equitable under the circumstances.

4. Contractor shall conduct and complete all services in accordance with recognized and customarily accepted best practices, unless otherwise specified by the County. When the Contract Administrator or designee approves services as acceptable, the services will be considered complete. In the event of rejection of any services provided, the County will proceed in accordance with the Service Level Agreements as outlined in the Scope of Work.

IV.7 INVOICING

Contractor shall submit invoices to the "Bill To" on the Purchase Order within thirty calendar days after providing goods and/or services. As a minimum, invoices shall reflect the following:

- Contractor's name and address;
- Contract number and purchase order number;
- Task, work, or job order (if issued);
- Detailed listing of goods and/or services provided;
- Items and quantities ordered, shipped, and backordered, if applicable;
- Destination and delivery date of goods and/or services, if applicable; and
- Receipts and delivery tickets, if applicable.

IV.8 CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

All personal facts and circumstances related to patients or clients shall be collected and held confidential, during and following the term of the contract, and unless disclosure is required pursuant to a court order, subpoena, or other legal or regulatory authority, shall not be divulged without the individual's and the County's written consent and only in accordance with all federal and Virginia laws, codes, ordinances, requirements, policies, and regulations. Any Contractor who utilizes, accesses, or stores personally identifiable information pursuant to a contract with the County shall safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. All Contractors shall allow the County to both participate in the investigation of any security incident related to any information acquired pursuant to a County contract and exercise control over decisions regarding external reporting. Contractors and all of their employees and agents working on this project may be required to sign a confidentiality statement.

IV.9 EMPLOYMENT SERVICES ORGANIZATIONS

1. Where it is practicable for the Contractor to subcontract any portion of the awarded Contract, the Contractor is encouraged to offer such business to Employment Services Organizations. Find a list of Virginia ESOs at <https://www.vadars.org/essp/apps/PublicRateSource/>.
2. Each Prime Contractor who is awarded a Contract where using an ESO is a condition of the award, shall deliver to the agency or institution, on or before request for final payment, evidence and certification of compliance. When an ESO receives a subcontract for a portion of the Contract and upon completion of the Contract, the Contractor agrees to furnish to Procurement Services, at a minimum, the following information: name of ESO, telephone number, total dollar amount subcontracted, and type of product/service provided. Final payment under the Contract may be withheld until such certification is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

IV.10 RIDER CLAUSE

The Contractor may authorize the extension of this Contract to other public bodies, public agencies, or institutions of the United States to permit their use of the Contract at the same prices and/or discounts and terms and conditions. The Contractor shall deal directly with public bodies utilizing the Contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify other public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is consistent with their laws, regulations, ordinances, and policies. If mutually agreed, other public bodies may add terms and conditions required by their laws, ordinances, and regulations, to the extent that they do not conflict with the Contract's terms and conditions. The County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

IV.11 CONTINUITY OF SERVICES

1. The services under this Contract are vital to the County and shall continue without interruption. Upon contract expiration, a successor, either the County or another Contractor, may continue these services.

- a. The Contractor shall exercise its best efforts and cooperation to affect an orderly and efficient transition to the successor.
- b. The Contractor shall make all County-owned facilities, equipment, and data available to the successor at an appropriate time prior to the expiration of the Contract to ensure an orderly and prompt transition to the successor.
- c. The Contract Administrator shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to the successor.

2. Upon receiving written notice from the Contract Administrator, the Contractor shall furnish phase-in/phase-out services for up to 90 calendar days after this Contract expires and in good faith shall negotiate a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Administrator's approval.

3. The County shall reimburse the Contractor for all reasonable, pre-approved phase-in/phase-out costs

(e.g., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee not to exceed a pro rata portion of the compensation fee under this Contract. The Contract Administrator shall approve all phase-in/phase-out work fees in writing prior to commencement of the work.

V. GENERAL PROVISIONS

V.1 ASSIGNMENT OF CONTRACT

A Contractor shall not assign any contract with the County in whole or in part without the County's prior written consent.

V.2 CHANGES TO THE CONTRACT

1. All modifications and changes to the Contract shall be in writing.
2. The head of the Using Department of this Contract, with the concurrence of the head of Procurement Services (except as otherwise provided by the County Procurement Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the Contract by failure to agree to such changes.
3. The Contractor shall not perform any work described in any change order unless the Contractor has received a written certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
4. The Contractor shall make a claim for payment for completed changed work within 30 calendar days of receipt of a change order, unless such time period is extended in writing or the head of Procurement Services requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.
5. No claim(s) for changes ordered shall be considered by the County if made after final payment in accordance with the Contract.
6. Unilateral modifications may be issued by the head of Procurement Services for minor or administrative purposes.

V.3 CLAIMS/DISPUTES

A. In accordance with Virginia Code § 2.2-4363, this provision shall be followed for consideration and handling of all claims by the Contractor under this Contract. Virginia Code § 2.2-4365 is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Virginia Code § 2.2-4365.

B. Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) business days after the occurrence of the event giving rise to the claim, or within ten (10) business days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

C. Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance

for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) calendar days from the receipt of the claim from the Contractor. The decision of the Contract Administrator shall be final on behalf of the County unless the Contractor submits the claim to the Director of Finance within thirty (30) calendar days of the Contract Administrator's decision.

D. If the Contractor is not satisfied with the decision of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) calendar days of the date of the decision of the Contract Administrator.

E. The Director of Finance shall provide a written decision on the claim to the Contractor within forty-five (45) calendar days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) calendar days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the head of Procurement Services a copy of the claim and a request for the County Executive's determination.

F. The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) calendar days of the head of Procurement Services' receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors (the Board) by mailing or otherwise furnishing the head of Procurement Services a copy of the claim, along with a request for determination by the Board within thirty (30) calendar days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) calendar days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Virginia Code § 15.2-1245 et seq. The decision of the Board shall be final.

G. Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision-maker.

H. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the work under the Contract.

I. In accordance with the provisions of Virginia Code § 2.2-4363, full compliance with this procedure set forth in the provision shall be a precondition to the filing of any legal action by the Contractor against the County or its Board arising out of or related to this Contract.

V.4 ETHICS

This Solicitation is subject to the provisions of the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 et seq. and subject to Virginia Code § 2.2-4367 through § 2.2-4377. No member of the Board of County Supervisors, any advisory or judicial body of Prince William County, or any other officer or employee of the County, or any member or employee of any agency, office, commission, board, district, corporation, entity, or Volunteer Fire/Rescue Company, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a Contractor or Subcontractor in connection with any bid, or have a personal interest therein as defined by Virginia Code § 2.2-3101.

All Solicitation responses submitted shall be made without prior understanding, agreement, or connection

with any corporation, partnership, firm, or person submitting a response for the same requirements, without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

By submitting a response, Prospective Contractors certify that their response is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder or Offeror, supplier, manufacturer, or Subcontractor in connection with their response, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

No person who, for compensation, assisted in the preparation of a solicitation for the County shall (i) submit a response for that procurement or any portion thereof or (ii) disclose to any Bidder or Offeror information concerning the procurement that is not publicly available.

V.5 OWNERSHIP OF BUSINESS

All Offerors shall state in their proposal their form of organization and current principal place of business. In addition, the proposal shall list the names and addresses of any ownership interest of 5% or more in the firm responding to the RFP.

V.6 CONFIDENTIALITY

The County shall not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required under the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 et seq. of the Code of Virginia, and the Virginia Public Procurement Act, Virginia Code § 2.2-4342 et seq. of the Code of Virginia. Proprietary information that is submitted shall be identified as such at the time of submission and shall not be disclosed to the public or competing Offerors at any point in time, presuming the proprietary information was properly identified by the Offeror and entitled to protection under the Virginia Freedom of Information Act and Virginia Code § 2.2-4342. An Offeror shall not designate as trade secrets or proprietary information (a) an entire proposal or prequalification application; (b) any portion of a proposal or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total proposal or prequalification application prices.

The head of Procurement Services or Procurement Services staff shall have no responsibility for the premature opening or disclosure of a proposal not properly addressed and identified.

V.7 TERMINATION FOR CONVENIENCE OF THE COUNTY

The County may terminate this Contract, or any work or delivery required under this Contract, from time-to-time, in whole or in part, whenever the Director of Finance shall determine that such termination is in the best interest of the County. Termination, in whole or in part, shall be affected by delivery of a Notice of Termination, signed by the Director of Finance or a designee, mailed or delivered to the Contractor, and specifically stating the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may

be specified in the Notice;

2. Place no further orders with any Subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the head of Procurement Services; and
5. Use its best efforts to mitigate any damages, which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, no later than six (6) months after the effective date of its termination, unless an extension is granted by the head of Procurement Services.

The head of Procurement Services shall determine reasonable costs of termination, including a reasonable amount for profit on goods or services delivered or performed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the goods or services not delivered or performed. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the County shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of the Notice of Termination the total of:
 - a. Cost of goods delivered or services performed;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above; and
 - c. A sum as profit on subparagraph 1.a. of this section determined by the head of Procurement Services to be fair and reasonable.
2. The total sum to be paid under 1.a. of this section shall not exceed the Contract price, as reduced by the amounts of payments otherwise made, and as further reduced by the Contract price of goods or services not provided.

In the event that the Contractor is not satisfied with any payments, that the head of Procurement Services shall determine to be due under this clause, the Contractor may appeal any claim in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that Subcontractors make all reasonable efforts to mitigate damages that may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage sustained by a Subcontractor as a consequence of termination for convenience.

V.8 TERMINATION FOR DEFAULT

Either party may terminate this Contract, without further obligation, for the default of the other party or to agents or employees with respect to any agreement or clause contained herein. In case of a Contractor's failure to deliver goods or services in accordance with the contract, after due oral or written notice, the County may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

V.9 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The County is bound under the Contract only to the extent of the funds that are available or may become available for the purpose of this Contract. Funding for this Contract in any succeeding fiscal year is subject to appropriation by the Board of County Supervisors. If funds are not appropriated for any succeeding fiscal year, the County may terminate this Contract upon thirty (30) calendar days prior written notice to the Contractor and the County shall be liable only for payments due through the date of termination.

V.10 AUTHORIZED TO CONDUCT BUSINESS IN THE COMMONWEALTH OF VIRGINIA

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 of Virginia 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 or regulation. Any business entity described above that enters into a contract with the County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, or any other Virginia law or regulation, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with these provisions.

V.11 INTEGRATION

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained in the contract. The Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties.

V.12 AMENDMENT TO THE SOLICITATION

The County shall issue a written Amendment if changes or clarifications to the Solicitation are necessary. In addition, the County may, at its sole option, extend the due date and time for receipt of Solicitation response. Amendments will be available on the Prince William County Procurement website under the specific Solicitation. Prior to submitting a Solicitation response, Prospective Contractors should view the website to verify issuance of Amendments to the Solicitation.

V.13 ANNOUNCEMENT OF AWARD

View Bid Tabulations and Contracts on the Prince William County Web Page at <http://www.pwcva.gov/bid>.

V.14 EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

Contractor shall comply with the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act, Virginia Code § 2.2-4200 et seq., the Virginians With Disabilities Act, the Americans With Disabilities Act, as amended, and Virginia Code § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

1. 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 any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 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 these requirements.

2. The Contractor will include the provisions of subsection 1.a. of this section in each subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

V.15 ANTITRUST

By entering into the Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under the Contract.

V.16 GOVERNING LAW, COURTS, AND LEGAL COMPLIANCE

The solicitation and the Contract shall be governed by the Constitution and laws of the Commonwealth of Virginia. Any litigation arising out of or related to the solicitation and the Contract shall be brought in a state court located in Prince William County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division, and any appropriate appellate court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction. The Contractor shall comply with all applicable federal, Virginia, and County laws, codes, ordinances, regulations, permits, and requirements.

V.17 CURRENCY

Unless stated otherwise in the Solicitation, Prospective Contractors shall state prices in US dollars.

V.18 DEBARMENT STATUS

The Contractor certifies that they are:

1. not currently debarred by the County from submitting a response for the type of goods and/or services covered by this Solicitation;
2. not debarred from filling any order or accepting any resulting order; and
3. not an agent of any person or entity that is currently debarred by the County.

V.19 DISCRIMINATION AGAINST PROSPECTIVE CONTRACTORS PROHIBITED

Pursuant to Virginia Code § 2.2-4310 and § 2.2-4343.1, the County shall not discriminate against a Prospective Contractor or Contractor in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, or any other basis prohibited by Virginia law relating to discrimination in employment, or because the Prospective Contractor employs ex-offenders unless the County agency, department, or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If a faith-based organization receives a Contract award, and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the County shall offer the individual, within a reasonable period of time after the date of the objection, access to equivalent goods, services, or disbursements from an alternative provider.

V.20 DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees;
2. 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;
3. 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
4. Include the provisions of the foregoing clauses in every subcontract or purchase order 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 connection with a specific contract awarded to a Contractor, 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.

V.21 EMERGENCY PROCUREMENTS

In the event of a County emergency the County reserves the right to procure the contracted goods and/or services from other sources that can provide the goods and/or services sooner than the Contractor in order to meet the County's emergency needs. Emergency procurements are defined in the County Procurement Regulations.

V.22 E-VERIFY PROGRAM

Pursuant to Virginia Code § 2.2-4308.2, any employer with more than an average of 50 employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the County to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the County for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove their E-Verify enrollment.

V.23 EXAMINATION OF RECORDS

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of the period specified in the Library of Virginia Records Retention Schedule GS-02, Series 200106, have access to and the right to examine and copy any books, documents, papers, and records of the Contractor involving transactions related to this Contract.

The Contractor agrees to include in any subcontract for more than \$10,000 entered into as a result of the prime contract, a provision to the effect that the Subcontractor agrees that the County or any duly authorized representative shall, until the expiration of the period specified in the Library of Virginia Records Retention Schedule GS-02, Series 200106, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents, and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims have been finally dispositioned and disposed of.

V.24 LABELING OF HAZARDOUS SUBSTANCES

If the goods requested by this Solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the U.S.C., then the Prospective Contractor, by submitting a response, certifies and warrants that the goods to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the goods the Prospective Contractor does not violate any of the prohibitions of 15 U.S.C. § 1263 or 7 U.S.C. § 136.

V.25 LICENSE, SERVICE, AND MAINTENANCE AGREEMENTS

The Prospective Contractor shall submit all license, service, and maintenance agreements that require the

County's signature as attachments to the Solicitation response. County review, negotiation, and approval of all terms contained in these documents shall be a condition of the contract award.

V.26 HOLD HARMLESS, DEFEND, AND INDEMNIFY THE COUNTY

The Contractor shall indemnify, defend at its own expense, and hold harmless the Board of County Supervisors of Prince William County, Virginia, and their officers, agents, employees, and volunteers, from any and all injuries, damages, and losses however or by whomever sustained, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts, errors, and omissions of the Contractor, including its agents, subcontractors, employees, and volunteers, in connection with this Contract.

V.27 IMMIGRATION REFORM AND CONTROL ACT OF 1986

Pursuant to Virginia Code § 2.2-4311.1, the Contractor does not and shall not during the performance of the Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

V.28 INSURANCE REQUIREMENTS

The Prospective Contractor shall provide evidence of the minimum coverages set forth in the following paragraphs, plus the coverages and limits in the Attachment "Minimum Insurance Requirements." The Prospective Contractor shall note any desired exceptions to the insurance coverage, which may include the submission of proposed alternatives. No work shall commence until the County's insurance requirements are met.

1. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work.

2. The Contractor shall, during the continuance of all work under the Contract provide and agree to maintain the following unless omitted from the Attachment "Minimum Insurance Requirements."

- a. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

- b. General Liability insurance in the amount prescribed by the County, to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.

- c. Automobile liability insurance, 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, shall be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
3. 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.
4. The Contractor shall provide insurance issued by companies admitted within the Commonwealth of Virginia, with an A.M. Best Rating of at least A:VIII.
5. The Contractor shall provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall file it with the head of Procurement Services executing a contract starting work.
6. The Contractor shall secure and maintain all insurance policies of its subcontractors, and make them available to the County on demand.
7. The Contractor shall provide, on demand, certified copies of all insurance coverage in relation to the Contract within ten (10) calendar days of demand by the County. The Contractor's insurance agent or representative shall send these certified copies to the County.
8. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-calendar day written notice to the head of Procurement Services. 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 shall result in suspension of all payments until the head of Procurement Services receives a new certificate.
9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five calendar days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
10. Compliance by the Contractor and all of its subcontractors with the requirements as to insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this Contract.
11. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
12. Construe nothing contained herein as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
13. Exercise precaution at all times for the protection of persons (including employees) and property.
14. The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational

Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

15. Name the County additional insured in the General Liability policies and on the Certificate of Insurance.

V.29 ORDER OF PRECEDENCE

This Solicitation and Contract are subject to the Prince William County Procurement Regulations and the Virginia Public Procurement Act.

In the event of an inconsistency between the special provisions of this Solicitation, the general provisions, Contract, or other included document, or the Procurement Regulations, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

1. the Procurement Regulations
2. the Acceptance Agreement
3. the Solicitation, as amended
4. the Offeror's Final Revised Proposal

V.30 PAYMENT

1. To the Contractor:

- a. The Contractor shall submit invoices, for services rendered and items ordered, delivered, and accepted, directly to the Bill-To address shown on the Purchase Order. All invoices shall show the County contract number and/or Purchase Order number.
- b. Any payment terms requiring payment in less than 30 calendar days will be regarded as requiring payment 30 calendar days after invoice. This shall not affect offers of discounts for payment in less than 30 calendar days, however.
- c. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The County will make payment to the Contractor, net 30 calendar days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted under the Virginia Debt Collection Act, Virginia Code § 2.2-4800 et seq.
- e. Unreasonable Charges.

Under certain emergency procurements, and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges.

Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those

charges that it considers unreasonable and the basis for the determination. A Contractor may not institute any legal action unless a settlement cannot be reached within 30 calendar days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges that are not in dispute.

2. To Subcontractors:

a. The Contractor shall:

- i. Pay a Subcontractor(s) within seven (7) calendar days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the Subcontractor(s) under the Contract; or
- ii. Notify the Contract Administrator and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for nonpayment.

b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) calendar days following receipt of payment from the County, except for amounts withheld under subsection a.ii. of this section. The date of mailing of any payment by U. S. Mail deems payment to the addressee. These provisions apply to each Subcontractor performing under the Contract. A Contractor's obligation to pay an interest charge to a Subcontractor shall not be construed to be an obligation by the County. The Contractor is hereby required to include in each of its Subcontracts a provision requiring each Subcontractor to be subject to the payment and interest requirements with respect to each lower-tier Subcontractor.

V.31 PURCHASE ORDER

The County shall issue a Purchase Order to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates that sufficient funds are budgeted and appropriated, assures distribution of the necessary receiving reports and/or invoice payment approvals, and shall act as the Contractor's notice to proceed.

The Purchase Order does not supersede any provisions of the Contract. Performance time and dates are determined solely by the Contract and any approved modification(s) to the Contract. Services shall not begin until receipt of the Purchase Order by the Contractor or written notification by the head of Procurement Services to proceed.

V.32 PRIME CONTRACTOR

The Contractor shall assume full responsibility for the complete effort as required by this Solicitation whether the Contractor or Subcontractor performs the work. The Contractor is to be the sole point of contact with regard to all contractual responsibilities. The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that the Prime Contractor may utilize, using their best skill and attention. The Prime Contractor shall be responsible for all subcontractors who perform work under this Contract. The Contractor shall be as fully responsible for the acts and omissions of their subcontractors and of all persons employed by them as it is for the acts and omissions of the Contractor's own employees.

The Contractor shall designate in writing its Contract Representative who shall be responsible for

ensuring that the County receives the goods and/or services that it requires in accordance with the County's Contract.

The County also reserves the right to contract with more than one Contractor for specific aspects of the Solicitation if that is in the County's best interest.

V.33 PUBLIC ACCESS TO PROCUREMENT INFORMATION

Except as provided in the Procurement Regulations, all proceedings, records, contracts, and other public records pertaining 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, Virginia Code § 2.2-3700 et seq.

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

In accordance with Virginia Code § 2.2-4342, any Bidder, upon request, shall have the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award. Any Offeror, upon request, shall have the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award. Solicitation response records shall not be made available in the event the County rejects all responses and reopens the Solicitation. Solicitation response records shall be open to public inspection only after the award of the contract.

Any inspection of procurement records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Trade secrets or proprietary information submitted by a Prospective Contractor or Contractor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Prospective Contractor or Contractor shall:

- (i) invoke the protections of this section prior to or upon submission of the data or other materials,
- (ii) identify the data or other materials to be protected, and
- (iii) state the reasons why protection is necessary.

A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information

- (i) an entire bid, proposal, or prequalification application;
- (ii) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or
- (iii) line item prices or total bid, proposal, or prequalification application prices.

The determination of an improper designation shall be at the County's sole discretion. If, after being given a reasonable time to revise the improper designation, a bidder or offeror refuses to withdraw an entire classification designation, the bid will be considered nonresponsive or the proposal will be rejected.

V.34 QUALIFICATIONS AND COMPETENCY OF PROSPECTIVE CONTRACTOR

1. The County shall not consider a Solicitation response from or make an award to any Prospective Contractor that is in arrears, or is in default to the County upon any debt or Contract, or that has defaulted as surety or otherwise upon any obligation to the County, person, firm, or corporation. If requested, the Prospective Contractor shall provide evidence to the contrary within 48 hours upon request. Prospective Contractor shall submit a Solicitation response that conforms in all material respects to the Solicitation.
2. Prospective Contractor shall have the capability with adequate: financial resources, facilities, experience, insurance and licenses, adequate: services, vehicles, and skilled personnel to provide goods and/or services as required by the Solicitation as determined through evidence submitted, reputation, past performance, public records, site visits, and references available to the County. Prospective Contractor shall comply with the required delivery period and/or performance period.
3. The County may make such investigations, as it deems necessary and appropriate, to determine the ability of the Prospective Contractor to perform the services and/or furnish the goods and the Prospective Contractor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to inspect the Prospective Contractor's physical facilities prior to award to satisfy questions regarding the Prospective Contractor's capabilities. The County further reserves the right to reject any Solicitation response if the evidence submitted by, or investigations of, the Prospective Contractor fails to satisfy the County that the Prospective Contractor is properly qualified to carry out the obligations of the Contract, and to provide the services and/or furnish the goods.

V.35 SUBCONTRACTORS

The head of Procurement Services shall determine if any portion of a contract may be subcontracted or performed by a party other than the Contractor. Contractors desiring to utilize subcontractors shall submit those subcontractor's business name and address with the Solicitation response. A Contractor shall not use a Subcontractor without prior written approval from the County.

V.36 TAXES

The County is exempt from the payment of any Federal excise or any Virginia sales tax. However, when under established trade practice any Federal excise tax is included in the list price, the Prospective Contractor may quote the list price and shall show separately the amount of Federal tax in its Solicitation response as a flat sum, which the County shall deduct.

V.37 TESTING AND INSPECTION

The County reserves the exclusive right to conduct any test/inspection it may deem advisable to assure that the goods and services conform to the Contract.

VI. ATTACHMENTS

VI.1 MINIMUM INSURANCE REQUIREMENTS

Please see the following pages for the Contractor's Minimum Insurance Requirements.

VI.2 RFP SUBMISSION FORM

Please see the following pages for the RFP Submission Form to return with your proposal.

VI.3 SCOPE OF WORK ATTACHMENT

See following pages for the Scope of Work.

VI.4 PRICING SCHEDULE ATTACHMENT

Complete the attached Pricing Schedule and include in Cost Proposal (see Section II.5).