



ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

**CONTRACT AWARD COVERPAGE**

<b>TO:</b>	SUNNY'S EXECUTIVE SEDAN SERVICES, INC. DBA SUNNY'S WORLDWIDE TRANSPORTATION 23765 PEBBLE RUN PLACE, SUITE 100 STERLING, VA 20166	<b>DATE ISSUED:</b>	SEPTEMBER 5, 2023
		<b>CONTRACT NO:</b>	24-DPR-R-364
		<b>CONTRACT TITLE:</b>	CHARTERED BUS SERVICES

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DPR-R-364 including all attachments and amendments thereto.

**EFFECTIVE DATE:** SEPTEMBER 5, 2023  
**EXPIRES:** JUNE 30, 2025  
**RENEWALS:** NO RENEWAL OPTIONS AVAILABLE WITH THIS CONTRACT.  
**COMMODITY CODE(S):** 96217  
**LIVING WAGE:** N

**ATTACHMENTS:**  
AGREEMENT No. 24-DPR-R-364  
ATTACHMENT A – FAIRFAX COUNTY CONTRACT NO. 4400009764  
ATTACHMENT B – PRICING SCHEDULE

**EMPLOYEES NOT TO BENEFIT:**  
**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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**VENDOR CONTACT:** JOHN TINCHER, DIRECTOR  
**EMAIL ADDRESS:** [JOHN.TINCHER@SUNNYLIMO.COM](mailto:JOHN.TINCHER@SUNNYLIMO.COM)

**VENDOR TEL. NO.:** (703) 945-1044

**COUNTY CONTACT:** RICHARD SOSA, (DPR)  
**COUNTY CONTACT EMAIL:** [RSOSA@ARLINGTONVA.US](mailto:RSOSA@ARLINGTONVA.US)

**COUNTY TEL. NO.:** (703) 228-3319

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**PURCHASING DIVISION AUTHORIZATION**

**NAME:** JAVIER ITURRALDE      **TITLE:** PROCUREMENT OFFICER      **DATE:** SEPTEMBER 5, 2023



**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 24-DPR-R-364**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Sunny's Executive Sedan Services, Inc. ("Contractor"), a Commonwealth of Virginia corporation with a place of business at 23765 Pebble Run Place, Suite 100, Sterling, VA 20166 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Exhibit A - Fairfax County Contract 4400009764, and Exhibit B – Pricing Schedule, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Fairfax County and extended by the Contractor to Arlington County on the same terms and conditions as the Contractor's agreement with Fairfax County. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than June 30, 2025 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

**3. PAYMENT**

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

#### **4. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish Chartered Bus Services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

#### **5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

#### **6. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

#### **7. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

#### **8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

## **9. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

### **TO THE CONTRACTOR:**

John Tincher, Director  
Sunny's Executive Sedan Services, Inc.  
Dba Suny's Worldwide Transportation  
23765 Pebble Run Place, Suite 100  
Sterling, VA 20166  
Phone: 703-945-1044  
Email: [john.tincher@sunnylimo.com](mailto:john.tincher@sunnylimo.com)

### **TO THE COUNTY:**

Richard Sosa, Project Officer  
DPR Community Recreation  
300 N. Park Drive 2<sup>nd</sup> floor  
Arlington, VA 22203  
Phone: 703-228-3319  
Email: [rsosa@arlingtonva.us](mailto:rsosa@arlingtonva.us)

### **AND**

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

### **TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

## **10. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

**11. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

SUNNY'S EXECUTIVE SEDAN SERVICES, INC.  
DBA SUNNY'S WORLDWIDE TRANSPORTATION

AUTHORIZED SIGNATURE:  F3B19877EB39437...

AUTHORIZED SIGNATURE:  C48D69D6713A49E...

NAME: Javier Iturralde

NAME: John Tincher

TITLE: Procurement Officer

TITLE: Director, Sunnys

DATE: 9/5/2023

DATE: 8/31/2023

## EXHIBIT A



## County of Fairfax, Virginia

**NOTICE OF AWARD**

Date of Award:

**APR 22 2020**

**CONTRACT TITLE:** Chartered Bus Services

**SOLICITATION NUMBER:** RFP 2000003064

**NIGP CODE:** 96217

**CONTRACT PERIOD:** July 1, 2020 through June 30, 2025

**TERMS:** Net 30 days

**FOB:** Destination

**CONTRACTOR:**  
Eyre Bus Service, Inc  
13600 Triadelphia Road  
Glenelg, MD 21737-0239

**SUPPLIER CODE:**  
1000008272

**CONTRACT NUMBER:**  
4400009763

Contact: Debra Bankert  
Telephone: (410) 442-1330  
E-mail: [debrab@eyre.com](mailto:debrab@eyre.com)

**PRICES:**

<u>Vehicle Type</u>	<u>Capacity</u>	<u>Rate</u>
Coach Bus w/o lavatory	28 passenger	\$95.00 per hour
Coach Bus	30 passenger	\$115.00 per hour
Coach Bus	48 passenger	\$120.00 per hour
Coach Bus	56 passenger	\$130.00 per hour
Relief Driver		\$250.00

1. Gratuities not included in rates.
2. Minimum trip charge is five (5) hours plus one (1) hour.
3. Fees for service begin at first pick-up point and end at last drop-off, does not include barn time or deadhead.
4. County is responsible for parking and tolls.
5. Billing for partial hours (trips that exceed 15 minutes past original drop-off time) will be charged for the next full hour.
6. Cancellation fee equivalent of 50% of the trip quoted price will be charged for trips that are canceled within 3 business days of departure date.

**Department of Procurement & Material Management**  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
**Website:** [www.fairfaxcounty.gov/procurement](http://www.fairfaxcounty.gov/procurement)  
**Phone** (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

Notice of Award  
Page 2

**CONTRACTOR:**

Sunny's Executive Sedan Service, Inc  
DBA Sunny's Worldwide Transportation  
23765 Pebble Run Place, Suite 100  
Sterling, VA 20166

**SUPPLIER CODE:**

1500067760

**CONTRACT NUMBER:**

4400009764

Contact: John Tincher, Director  
Telephone: (703) 945-1044  
E-mail: [john.tincher@sunnylimo.com](mailto:john.tincher@sunnylimo.com)

**PRICES:**

<u>Vehicle Type</u>	<u>Capacity</u>	<u>Rate</u>
Luxury Van	12-14 passenger	\$78.00 per hour
Mini Bus	24 passenger	\$85.00 per hour
Charter Bus A	30 passenger	\$90.00 per hour
Charter Bus B	36 passenger	\$90.00 per hour
Coach Bus	55 passenger	\$125.00 per hour
Relief Driver		\$250.00
<ol style="list-style-type: none"> <li>1. Rates are all inclusive and include fuel surcharges, services fees, and gratuity.</li> <li>2. No cancellation fee if cancelled within 3 days, other wise 50% fee or the cost of 5 hours, whichever is less.</li> <li>3. Minimum Trip Charge is 5 hours</li> <li>4. Trips will be charged 1-hour travel time/garage time for each trip (covers bus prep, and travel to and from pickup/drop off locations)</li> </ol>		

**CONTRACTOR:**

Chesapeake Charter, Inc  
424 Broadneck Rd  
Annapolis, MD 21409

**SUPPLIER CODE:**

1000044096

**CONTRACT NUMBER:**

4400009765

Contact: Jake Lonergan  
Telephone: 410-757-3000  
E-mail: [chesapeakecharter@comcast.net](mailto:chesapeakecharter@comcast.net)

**PRICES:**

<u>Vehicle Type</u>	<u>Capacity</u>	<u>Rate</u>
Mini Bus	14-15 passenger	\$95.00 per hour (4 hour minimum)
School Bus	48 passenger	\$110.00 per hour (4 hour minimum)
Motor Coach	56 passenger	\$165.00 per hour (5 hour minimum)
Relief Driver		\$250.00
<ol style="list-style-type: none"> <li>1. Parking, Tolls, or required permit costs are not included in the rates</li> <li>2. Trip Cancellation Notice – 10 business days</li> <li>3. No barn time for trips under minimums, 1 hour travel time for all others</li> </ol>		

Notice of Award  
Page 3

DPMM CONTACT: Nicole Cifci, CPPB, VCA, Contract Specialist II  
Telephone: 703-324-2854  
E-mail: [Nicole.Cifci@FairfaxCounty.gov](mailto:Nicole.Cifci@FairfaxCounty.gov)

ORDERING INSTRUCTIONS:

Any County Department and Fairfax County Schools may enter into FOCUS a shopping cart indicating the item required, the quantity, the payment terms and the delivery date. The purchase order must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPMM and a purchase order will be executed.



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Nicole Cifci, CPPB, VCA  
Contract Specialist II

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e  
Park Authority – Jennifer Braun/e  
DPMM Supplier Diversity/e

Contract Specialist – Nicole Cifci  
Assistant Contract Specialist – Team 2





# County of Fairfax, Virginia

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

Date: APR 22 2020

Sunny's Executive Sedan Service, Inc  
DBA Sunny's Worldwide Transportation  
23765 Pebble Run Place, Suite 100  
Sterling, VA 20166

Attention: John Tincher, Director

Reference: RFP 2000003064 – Chartered Bus Services

## ACCEPTANCE AGREEMENT

**Contract Number: 4400009764**

This Acceptance Agreement signifies a contract award to Sunny's Executive Sedan Service, Inc. DBA Sunny's Worldwide Transportation in its entirety for Chartered Bus Services. The period of the contract is from July 1, 2020 through June 30, 2025.

The contract award shall be in accordance with the following:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of RFP 2000003064;
- 3) Your Technical and Cost Proposal dated February 10, 2020; and
- 4) Your Negotiation response dated March 25, 2020.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm as required. Please provide your Insurance Certificate according to Special Provisions paragraph 16 within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Procurement and Material Management website at [www.fairfaxcounty.gov/contracts](http://www.fairfaxcounty.gov/contracts) by entering the contract number in the contract number field.

All questions in regards to this contract should be directed to the Contract Specialist, Nicole Cifci at 703-324-2854 or via e-mail [Nicole.Cifci@fairfaxcounty.gov](mailto:Nicole.Cifci@fairfaxcounty.gov).

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

MS

**Department of Procurement & Material Management**  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
Website: [www.fairfaxcounty.gov/procurement](http://www.fairfaxcounty.gov/procurement)  
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



# County of Fairfax, Virginia

## AMENDMENT

2022 June 10 | 11:23:57 EDT

### AMENDMENT NO. 1

CONTRACT TITLE: Chartered Bus Services

CONTRACTOR

Sunny's Executive Sedan Service, Inc  
DBA Sunny's Worldwide Transportation  
23765 Pebble Run Place, Suite 100  
Sterling, VA 20166

SUPPLIER CODE

1500067760

CONTRACT NO.

4400009764

By mutual agreement, Contract 4000009764 is amended as indicated below:

1. Allow a price increase effective immediately, as indicated below:

<u>Vehicle Type</u>	<u>Capacity</u>	<u>Current Rate</u>	<u>New Rate</u>
Luxury Van	12-14 passenger	\$78.00 per hour	<b>\$100.94 per hour</b>
Mini Bus	24 passenger	\$85.00 per hour	<b>\$106.25 per hour</b>
Charter Bus A	30 passenger	\$90.00 per hour	<b>\$114.80 per hour</b>
Charter Bus B	36 passenger	\$90.00 per hour	<b>\$119.39 per hour</b>
Coach Bus	55 passenger	\$125.00 per hour	<b>\$142.24 per hour</b>

2. Temporary Fuel Surcharge: A temporary diesel fuel surcharge of 10% will apply whenever the price per gallon exceeds \$4.00, and a diesel fuel charge of 20% will apply whenever the price per gallon exceeds \$6.00, per the U.S. Energy Information Administration (EIA) Index. The temporary fuel charge will expire 90 days after the date listed above.

Please provide a current Certificate of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS paragraph of this contract within ten (10) days after receipt of this executed amendment.

All other prices, terms and conditions remain the same.

ACCEPTANCE:

BY: \_\_\_\_\_

(Signature)

John Tincher

(Printed)

Director, Sunny's Transportation

(Title)

6/10/2022

(Date)

DocuSigned by:

Steve Pierson, CPPB

Steve Pierson  
Contracts Manager

9BE821303D064CD

For Lee Ann Pender, CPPB  
Director/County Purchasing Agent

DISTRIBUTION

Dept. of Finance – Accounts Payable/e  
Park Authority – Bushra Mirza/e  
Contractor – [john@sunnylimo.com](mailto:john@sunnylimo.com)

Contract Specialist – Nicole Cifci  
Assistant Contract Specialist - Team 2

DS  
MB

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

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

Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



# County of Fairfax, Virginia

## AMENDMENT

2022 September 19 | 14:24:19 EDT

### AMENDMENT NO. 2

CONTRACT TITLE: Chartered Bus Services

CONTRACTOR

Sunny's Executive Sedan Service, Inc  
DBA Sunny's Worldwide Transportation  
23765 Pebble Run Place, Suite 100  
Sterling, VA 20166

SUPPLIER CODE

1500067760

CONTRACT NO.

4400009764

By mutual agreement, Contract 400009764 is amended to extend the temporary fuel surcharge as indicated below:

1. Temporary Fuel Surcharge: A temporary diesel fuel surcharge of 10% will apply whenever the price per gallon exceeds \$4.00, and a diesel fuel charge of 20% will apply whenever the price per gallon exceeds \$6.00, per the U.S. Energy Information Administration (EIA) Index. The temporary fuel charge will expire 120 days after the date listed above.

Please provide a current Certificate of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS paragraph of this contract within ten (10) days after receipt of this executed amendment.

All other prices, terms and conditions remain the same.

ACCEPTANCE:

BY:   
(Signature)

Director, Sunny's Transportation  
(Title)

John Tincher  
(Printed)

9/19/2022  
(Date)

DocuSigned by:  
Steve Pierson Steve Pierson, CPPB  
Contracts Manager  
9BE821303D064CD...

For Lee Ann Pender, CPPB  
Director/County Purchasing Agent

DISTRIBUTION

Dept. of Finance – Accounts Payable/e  
Park Authority – Bushra Mirza/e  
Contractor – [john@sunnylimo.com](mailto:john@sunnylimo.com)

Contract Specialist – Nicole Cifci  
Assistant Contract Specialist - Team 2

DS  
MB

**Department of Procurement & Material Management**  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
Website: [www.fairfaxcounty.gov/procurement](http://www.fairfaxcounty.gov/procurement)  
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



# County of Fairfax, Virginia

## AMENDMENT

2023 January 19 | 08:24:47 EST

### AMENDMENT NO. 3

CONTRACT TITLE: Chartered Bus Services

CONTRACTOR

Sunny's Executive Sedan Service, Inc  
DBA Sunny's Worldwide Transportation  
23765 Pebble Run Place, Suite 100  
Sterling, VA 20166

SUPPLIER CODE

1500067760

CONTRACT NO.

4400009764

By mutual agreement, Contract 400009764 is amended to extend the temporary fuel surcharge as indicated below:

1. Temporary Fuel Surcharge: A temporary diesel fuel surcharge of 10% will apply whenever the price per gallon exceeds \$4.00, and a diesel fuel charge of 20% will apply whenever the price per gallon exceeds \$6.00, per the U.S. Energy Information Administration (EIA) Index. The temporary fuel charge will expire one (1) year after the date listed above.

All other prices, terms and conditions remain the same.

ACCEPTANCE:

BY:   
(Signature)

Manager  
(Title)

John Tincher  
(Printed)

1/17/2023  
(Date)

DocuSigned by:  
Steve Pierson  
9BE821303D064CD...

For Lee Ann Pender, CPPB  
Director/County Purchasing Agent

DISTRIBUTION

Dept. of Finance – Accounts Payable/e  
Park Authority – Bushra Mirza/e  
Contractor – [john@sunnylimo.com](mailto:john@sunnylimo.com)

Contract Specialist – Nicole Cifci  
Assistant Contract Specialist - Team 2

DS  
MB

**Department of Procurement & Material Management**  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
Website: [www.fairfaxcounty.gov/procurement](http://www.fairfaxcounty.gov/procurement)  
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



# FAIRFAX COUNTY

## DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427  
FAIRFAX, VIRGINIA 22035-0013  
[www.fairfaxcounty.gov/procurement](http://www.fairfaxcounty.gov/procurement)

V I R G I N I A

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

<b>ISSUE DATE:</b> January 14, 2020	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP 2000003064	<b>TITLE:</b> Chartered Bus Services
<b>DEPARTMENT:</b> Park Authority	<b>DUE DATE/TIME:</b> February 11, 2020 @ 11:00 A.M.	<b>CONTRACT SPECIALIST:</b> Nicole Cifci/ 703-324-2854 or; <a href="mailto:Nicole.cifci@fairfaxcounty.gov">Nicole.cifci@fairfaxcounty.gov</a>

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

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

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.:

\_\_\_\_\_

E-Mail Address:

\_\_\_\_\_

Federal Employer Identification No or

\_\_\_\_\_

Federal Social Security No. (Sole  
Proprietor)

\_\_\_\_\_

Prompt Payment Discount:

\_\_\_% for payment within \_\_\_ days/net \_\_\_ days

State Corporation Commission (SCC)  
Identification No.

\_\_\_\_\_

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, 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 A8.**

\_\_\_\_\_  
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



## SPECIAL PROVISIONS

### 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 Chartered Bus Services for Day Trips for the County of Fairfax, Virginia.

### 2. CONTRACT PERIOD AND RENEWAL:

- 2.1. This contract will begin on July 1, 2020 and will terminate on June 30, 2025.
- 2.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

### 3. BACKGROUND:

- 3.1. The Fairfax County Park Authority (FCPA), sponsors day trips to points of interest in and around the Washington D.C. area and throughout the states of Virginia, West Virginia, Maryland, Pennsylvania, New Jersey, New York and Delaware, as well as other locations that may be added in the future all year round. FCPA operated just under 249-day trips since 2009 with average duration of twelve (12) hours per trip. FCPA selects trips up to six (6) months in advance and prefers to confer with the Contractor monthly to plan new trips, confirm arrangements for trips scheduled to operate in the next thirty (30) days and verify billing for the past month. The total value of the contract from 2015 until current is \$728,017.38. Any information regarding the value of contract from previous years is unavailable. FCPA lists the day trips in its quarterly magazine entitled Parktakes.
- 3.2. This contract was previously awarded to three (3) vendors. The contract documents can be viewed on the Department of Procurement and Material Management's (DPMM) Contract Register at [www.fairfaxcounty.gov/contracts](http://www.fairfaxcounty.gov/contracts) by entering 4400005792, 4400005793 or 4400005791 in the contract number field.
- 3.3. County agencies can obtain quotes from any of the contracted vendors and determine which vendor provides the required services based on the bus sizes, price and/or availability.
- 3.4. The minimum number of hours per trip is five (5) hours. The minimum trip charge is the hourly rate multiplied by the minimum number of hours per trip.
- 3.5. Current contract rates are listed below:

Vendor Name	Vehicle Type	Size of Bus	Charge per hour
First Priority Tours, Inc.	Coach Bus	55 passenger	\$150 per hour
	Bus w/lavatory	29 passenger	\$85 per hour
	Relief Driver		\$115

**SPECIAL PROVISIONS**

<b>Vendor Name</b>	<b>Vehicle Type</b>	<b>Size of Bus</b>	<b>Charge per hour</b>
Eyre Bus Service, Inc.	Coach Bus	55 passenger	\$130 per hour
	Coach Bus	47 passenger	\$118 per hour
	Coach Bus w/o lavatory	29 passenger	\$95 per hour
	Relief Driver		\$250
Sunny's Coach Services, Inc.	Luxury Van	12-14 passenger	\$68 per hour
	Mini Bus	15-24-passenger	\$71 per hour
	Charter Bus	30-32 passenger	\$71 per hour
	Charter Bus	36 passenger	\$80 per hour
	Coach Bus	55 passenger	\$110 per hour
	Relief Driver		\$250

**4. STATEMENT OF NEEDS:**

Qualified Offerors are encouraged to submit a proposal for Chartered Bus Services as described below:

- 4.1. The Offeror shall list services that are similar in scope and scale to those listed below:

**DAY TOURS:**

- a. Local Day Trips – to destinations in the Washington DC Metropolitan area.
  - b. Regional Day Trips – to destinations in Virginia and Maryland.
  - c. Long Distance Day Trips – including but not limited to destinations in Delaware, New Jersey and New York.
- 4.2. The Offeror shall provide detailed information about the number, ages and sizes of the motor coaches in the fleet, garage, bus yard, or facility location and the types of services being offered (local, regional or long distance). Motor coaches must be at least six (6) years old or newer.
- 4.3. The Contractor shall be duly licensed with all required State and Local business licenses as well as the required Federal, State and Local Motor Carrier registrations.
- 4.4. The Offeror shall describe the repair and rescue coverage in detail.
- 4.5. The Offeror shall indicate how they will meet ADA regulations.
- 4.6. The Offeror shall describe in detail what administrative support will be provided. Administrative support should include but not limited to price quotes, providing busses from own inventory and other carriers, etc.
- 4.7. The Offeror shall describe their cancelled trip policy.
- 4.8. The Offeror shall describe their refund policy in cases where refunds to tour registrants are made, or other costs incurred, as a result of a motor coach service issue.
- 4.9. Describe the Offeror's emergency plan in the event of an extreme emergency and what steps would be taken to ensure the safety of the passengers.

**SPECIAL PROVISIONS****5. CONTRACTOR REQUIREMENTS:**

- 5.1. Motor Coaches: washed exterior with clean windows, the interior swept or vacuumed, trash removed and spills wiped clean. The air conditioning and heating system must be in good working order. The lavatory must be serviced prior to trip departure and supplied with paper products and hand sanitizer. All seats must be in good working order and upholstery is to be clean and in good condition. Coaches must be equipped with a working intercom that is accessible to the trip escort. The motor coach must meet or exceed federal and industry standards for mechanical operations and safety. Proof of such may be required at the County's discretion. Contractor must be able to provide coaches for two or more trips on a given day. You may contact the Virginia Department of Transportation to see if there is a weight requirement for the buses. We do not require Intrastate Authority, but if there is a requirement at the County, State and Federal level then the successful Contractor(s) must comply. Smaller sized coaches may be used for local trips (i.e.: Baltimore). The majority of our trips use a thirty six (36) passenger bus if that size bus is not available for any given trip and a larger coach is used then the County shall be charged at the price of the thirty six (36) passenger coach.
- 5.2. Drivers: Drivers must be legally licensed and have the ability to safely maneuver the motor coach on busy interstates and narrow streets of historic villages. Drivers must also have advance knowledge of the safest and most direct routes and any other requirements, (i.e. tolls, parking fees and possible required permits) necessary to safely and expeditiously provide the required service. Drivers must be equipped with a properly working cellular phone in case of emergency only. Use of cellular phones by the driver for any reason other than those deemed emergencies will be prohibited while the bus is in motion. Drivers will be neatly dressed and groomed, understand the importance of customer service, and be courteous and polite to customers. Drivers must be able to comprehend and clearly speak fluent English. For any FCPA trip, only one driver shall be provided. Any additional drivers, trainees or other personnel shall not be added to the trip without prior consultation with FCPA due to registration implications.
- 5.3. Administrative Support: Contractor must be able to provide written price quotes upon request with supporting documentation for all trips. The County shall provide the Contractor notification of any cancellations seven calendar days prior to the date of a trip with no penalties imposed upon the County for cancellations meeting this requirement. If a trip is cancelled within seven calendar days of the trip date then a flat fee penalty of \$200 will be charged by the Contractor to the County. For any trips cancelled within two calendar days of the trip date, the Contractor will charge the appropriate County department the full price of the trip. Contractor must be willing to negotiate fees for trips below stated minimum registration numbers. **Should the vendor fail to provide a bus on the day of a scheduled trip and that trip has to be cancelled then the vendor shall pay the County in full for any incurred costs associated with that trip.**
- 5.4. The successful Contractor(s) must have the ability to supply a bus for any scheduled trips. Should the successful Contractor (s) be unable to supply a bus from their own fleet then they shall contact other carriers to provide a suitable alternative bus (equivalent year, make and model or better) at no additional cost to Fairfax County. For any unscheduled trips the successful Contractor must have the ability to supply a bus with notice of at least three (3) calendar days prior to the date of the trip. If the successful Contractor(s) is unable to supply a bus from their own fleet then Fairfax County reserves the right to contact other carriers to secure transportation for any given trip. The successful Contractor(s) shall supply ADA compliant vehicles upon request.
- 5.5. Customer Satisfaction: FCPA has the authority to make refund decisions or to make other accommodations for tour registrants in order to maintain customer satisfaction. In cases where refunds to tour registrants are made, or other costs incurred, as a result of a motor coach service issue, the FCPA may negotiate with the Contractor for an appropriate reduction in the service charge.



**SPECIAL PROVISIONS**

- 5.6. Contractor agrees to comply with the above Customer Satisfaction statement for the services provided. This means that if a customer is not satisfied with their experience, a refund of up to the full amount paid by the customer may be made at FCPA's discretion. Such a decision would result in the refund amount being deducted from the successful Contractor(s) invoice or confirmed by County staff prior to invoicing for that particular trip.
- 5.7. For quality monitoring purposes, FCPA reserves the right to place anonymous evaluators on a trip or tour at no charge to FCPA or the participant. The identity of these evaluators will not be revealed until after the completion of the trip or tour.
- 5.8. Emergency Capability: In the event of extreme emergency, the Contractor is responsible to provide continuous supervision of participants until FCPA decides it is safe to disperse. Such a situation would include but not be limited to providing food, lodging and other assistance as needed in consultation with FCPA staff.

**6. TECHNICAL PROPOSAL INSTRUCTIONS:**

The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

## 6.1. Tab 1 – Introduction:

- a. Cover Sheet (DPMM32)
- b. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.

## 6.2. Tab 2 – Statement of Qualifications:

- 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 providing transportation services. Also include information about the qualification, experience, and number of drivers. (ref. Special Provisions, Section 5.2).
- b. Successful prior experience. Offerors shall provide any prior experience with public agencies. Also provide letters of recommendations, and/or evaluations to prove customer satisfaction with the services provided.
- c. References: Provide three business references, including company names, addresses, contact persons and telephone number.

## 6.3. Tab 3 – Understanding the Statement of Needs:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the “**Statement of Needs**” (ref. **Special Provisions, Section 4**) described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers providing the following information below:

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.

- a. Statement and discussion of the requirements as they are analyzed by the offeror.
- b. 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 Statement of Needs and achieving project objectives.

**SPECIAL PROVISIONS**

- c. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the Statement of Needs.
- d. 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.
- e. 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.

## 6.4. Tab 4 – Fairfax County Documents:

- a. All the Attachment A documents
- b. All issued Addenda

**7. COST PROPOSAL INSTRUCTIONS:**

- 7.1. Offerors shall identify, in their business proposal, their fees for similar services that they offer to the general public. Due to support that will be offered by FCPA to the Contractor(s) in terms of advertising and registration, it is anticipated that the fees for services to FCPA will be less than those fees offered directly to the general public.
- 7.2. The offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. The following information should be submitted as part of the cost proposal:
  - a. Bus size, Hourly Rates, Minimum Trip Charge, Minimum Hours per Trip, etc.
  - b. Breakdown of hourly rates, and trip charges.
  - c. Sample quotes for the following trips:

i. **Local Transportation:****Departure/Return Locations**

- South County Government Center, 8350 Richmond Highway, Alexandria, VA
- Fair Oaks Mall, Routes 66 and 50, Fairfax, VA
- Mason Government Center, 6507 Columbia Pike, Annandale, VA

**Skyline Caverns & Front Royal History Tour**

Bus pick-up/return schedule: South County Government Center - depart 7 a.m., return 4:30 p.m.; Mason Government Center -depart 7:30 a.m. return 4:00 p.m.; Fair Oaks Mall - depart 8:00 a.m., return 3:30 p.m.

**Guided Tube Ride down the Potomac, Harpers Ferry, VA**

Bus pick-up/return schedule: South County Government Center- depart 12:00 p.m., return 9:00 p.m., Mason Government Center - depart 12:30 p.m., return 8:30 p.m., Fair Oaks Mall- depart 1:00 p.m., return 8:00 p.m.

**Hillwood Museum and Gardens, 4155 Linnean Avenue NW, DC – Saturday**

Bus pickup/return schedule: Fair Oaks Mall - depart 7:00 a.m., return 5:30pm; Mason Government Center - depart 7:30 a.m., return 4:45 p.m., South County Government Center - depart 8:00 a.m., return 4:00 p.m

**SPECIAL PROVISIONS**ii. **Regional Transportation:****Fallingwater /Kentuck Knob, Mill Run, PA – Sunday**

Bus pick-up/return schedule: Fair Oaks Mall - depart 6:00 a.m., return 11:30 p.m.,  
Mason Government Center - depart 6:30 a.m., return 11:00 p.m., South County  
Government Center - depart 7:00 a.m., return 10:30 p.m.

**Tangier Island Cruise, 468 Buzzard Point Road, Reedville, VA - Sunday**

Bus pick-up/return schedule: Fair Oaks Mall - depart 6:00 a.m., return 8:00 p.m.,  
Mason Government Center- depart 6:30 a.m., return 7:30 p.m., South County  
Government Center - depart 7:00 a.m., return 7:00 p.m.

**Virginia Winery Tour: Central Virginia Wineries - Saturday**

Trip includes stops at Prince Michel Winery (154 Winery Avenue, Leon, VA), Burnley  
Vineyards (4500 Winery Lane, Barboursville, VA), Barboursville Vineyards (17655  
Winery Road, Barboursville, VA) and Horton Cellars (6399 Spotswood Trail,  
Gordonsville, VA).

Bus pick-up/return schedule: South County Government Center - depart 7:30 a.m.,  
return 6:45 p.m., Mason Government Center- depart 8:00 a.m., return 6:15 p.m.,  
Fair Oaks Mall- depart 8:30 a.m., return 5:45 p.m.

iii. **Long Distance Transportation:****New York! New York! – Saturday**

The bus stops at Macy's on Central Manhattan's 34th Street.

Bus departs at 6:00 a.m. from and returns at midnight to Falls Church High  
School.

**Philadelphia Flower Show, Philadelphia, PA - Sunday**

Bus departure/return schedule: Fair Oaks Mall - depart 5:30 a.m., return 9:15  
p.m., Mason Government Center- depart 6:00 a.m., return 8:45 p.m., South  
County Government Center - depart 6:30 a.m., return 8:15 p.m.

**8. PRICING:**

- 8.1. The prices charged to any County department must be the same as the contract prices regardless of the method of ordering Purchase Order (PO) or Procurement Card.
- 8.2. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices, not to exceed 3%.
- 8.3. 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.).
- 8.4. Should an emergency price increase request be received within the initial 365 days of the contract (i.e.: fuel surcharges to cover sharply rising fuel costs) then based upon mutual agreement the request will be reviewed and submitted for approval. Any emergency price increases shall include a term limit (i.e.: thirty days, sixty days or ninety days). The increased contract price shall not apply to any existing quotes already received by the County prior to the effective date of the approved increased contract price.
- 8.5. Due to County publication deadlines, any price increases will be effective the next production cycle of the Partakes Magazine.
- 8.6. Price decreases shall be made in accordance with paragraph 40 of the General Conditions & Instructions to Offerors. (Appendix A)

**SPECIAL PROVISIONS****9. TRADE SECRETS/PROPRIETARY INFORMATION:**

- 9.1. 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.
- 9.2. **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.
- 9.3. Request for Protection of Trade Secrets or Proprietary Information (Attachment A4) 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.
- 9.4. 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.

**10. CONTACT FOR CONTRACTUAL MATTERS:**

- 10.1. All communications and requests for information and clarifications shall be directed to the following procurement official:  
  
Nicole Cifci, CPPB, VCA, Contract Specialist II  
Department of Procurement and Material Management  
Telephone: (703) 324-2854  
Email: [nicole.cifci@fairfaxcounty.gov](mailto:nicole.cifci@fairfaxcounty.gov)
- 10.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 15.3).

**11. REQUIRED SUBMITTALS:**

- 11.1. 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.

**12. SUBMISSION OF PROPOSAL:**

- 12.1. Offerors are required to submit the following:
  - a. One (1) original (duly marked) hard copy of the Technical Proposal;
  - b. One (1) original (duly marked) hard copy of the Cost Proposal;
  - c. Three (3) hard copies of the Technical Proposal;
  - d. Three (3) hard copies of the Cost Proposal;
  - e. One (1) electronic copy of the Technical Proposal on CD or thumb drive;
  - f. One (1) electronic copy of the Cost Proposal on CD or thumb drive.

The offeror must include a notarized statement that the electronic version is a true copy of the printed version. In the event that the electronic copy is different from the original hard copy, the original hard copy will take precedence over any electronic copy. All copies 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. Electronically stamped delivery receipts are available.

Department of Procurement and Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

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- 12.2. 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.
- 12.3. 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.
- 12.4. Each original and set of the three (3) copies of the proposal shall consist of:
- a. Cover sheet (DPMM32)
  - b. Technical proposal as required in the Special Provisions, paragraph 6, **TECHNICAL PROPOSAL INSTRUCTIONS**.
  - c. Cost proposal as required in the Special Provisions paragraph 7, **COST PROPOSAL INSTRUCTIONS**.
- 12.5. 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.

**13. ADDENDA:**

- 13.1. Offerors are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within five (5) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.
- 13.2. 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](http://www.fairfaxcounty.gov/solicitation).
- 13.3. **The last date to submit questions to be addressed in the addendum is Thursday, January 30 at 4:30 p.m. eastern time.**

**14. PROPOSAL ACCEPTANCE PERIOD:**

- 14.1. Any proposal submitted in response to this solicitation shall be valid for one hundred eighty (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.

**15. BASIS FOR AWARD:**

- 15.1. 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.
- 15.2. 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.

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- 15.3. 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 10.1 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Qualifications of firm with appropriately qualified and experienced personnel (ref. Special Provisions, Section 6.2.) **(points 30)**
  - b. Detailed response to the Special Provisions, section 4, STATEMENT OF NEEDS (ref. Special Provisions, Section 6.3.) **(points 60)**
  - c. Reasonableness of cost proposal **(points 10)**
- 15.7. 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.
- 15.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 15.9. 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.
- 15.10. 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.
- 15.11. 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.

**16. INSURANCE:**

- 16.1. 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

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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.

- 16.2. 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.
- Indemnification: Article 57 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.

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- 16.3. 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.
- 16.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 16.5. 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."

**17. METHOD OF ORDERING:**

- 17.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 17.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 17.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 17.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 17.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

**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 each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
  - a. Employee name;
  - b. The name of the County department;
  - c. Purchase Order Number
  - d. Contract Number
  - e. Date of services
  - f. The type of services; and,
  - g. The itemized cost for each item/service.
- 18.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 18.2, a-g. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.



**SPECIAL PROVISIONS****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 Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 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).

**SPECIAL PROVISIONS****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 71, 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 contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 26.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

**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.

**SPECIAL PROVISIONS****29. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 29.1. 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.

**30. BACKGROUND CHECKS:**

- 30.1. Offerors must conduct National Criminal Background checks for all employees and/or volunteers who are providing instruction for the County's activities and responsible for the health, welfare and safety of the mentally or physically disabled, minors, elderly or other persons unable to care for themselves. By acceptance of a contract award pursuant to this RFP, an Offeror guarantees compliance with the provisions of this paragraph.
- 30.2. In order to comply with this requirement, the Offeror(s) shall:
- a. Conduct National Criminal Background Checks for all current qualifying employees and/or volunteers who will be providing instruction or direct supervision of County participants. A national criminal background check is defined as one that searches all fifty (50) states official repositories for state police reports, or a FBI national background check. Vendors are encouraged to contact the Park Authority Purchasing Branch for further clarification and a list of private firms who can provide this service. The successful Offeror(s) are required to submit a notarized letter to the FCPA Purchasing Branch, attesting that the criminal records checks have been completed as described below. Completed record check forms can be submitted within 30 days of contract award.
  - b. Ensure that the national criminal background and CPS records checks are completed and returned to the Offeror(s) within 120 days from date of submission to the researching firm.
  - c. All employees and/or volunteers hired after contract award must have a national criminal background records check submitted within the first week of employment and such reports must be completed within 120 days of submission. A subsequent screening must be made of police records checks to ascertain and ensure that no instructor, paid or volunteer, who provides County services has been convicted of murder, abduction, sexual assault, failing to secure medical attention for an injured child, pandering, crimes against nature involving children, taking indecent liberties with children, neglect of children, obscenity involving children, illegal sale, distribution or possession of a controlled substance, as defined by Virginia law or by similar law of another state.
  - d. Screen the Child Protective Services report to ascertain and ensure that no instructor, paid or volunteer, who provides County services, is the subject of a report made pursuant to Code of Virginia, Section 63.1-248.6, that a complaint of child abuse or neglect is found, as the term found is defined by state law.
  - e. Submit a notarized letter to the FCPA Purchasing Branch, attesting that the criminal records checks have been completed and there were no convictions as described above or founded incidents of child abuse as defined above.
  - f. Private background check firms - usually conduct a state by state search of repositories to approximate a true national check. Vendors are encouraged to consider private firms specializing in national background checks. Some insurance companies provide this service.
- 30.3. Failure to comply with any of these terms will be grounds for termination of the contract.

# 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 to whom an award is made 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.**

**General Conditions and Instructions to Bidders**

- 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 63, 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: <https://www.fairfaxcounty.gov/procurement/bid-tab>.  
  
Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, 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.

**General Conditions and Instructions to Bidders****SPECIFICATIONS**

- 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 days before the due date. Any revisions to the solicitation will be made only by 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.

**AWARD**

- 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 in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

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

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. 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
  - 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.
- 23. 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
- 24. 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.

**General Conditions and Instructions to Bidders****25. PROMPT PAYMENT DISCOUNT-**

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. 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.

- 26. 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.
- 27. 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.
- 28. 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**

- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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 her authorized agent.
- 33. 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.

**General Conditions and Instructions to Bidders**

- 34. 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.
- 35. 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.
- 36. 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.
- 37. NON-DISCRIMINATION-**During the performance of this contract, the Contractor agrees as follows:
- 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.
  - 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.
  - 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.
  - 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.
  - 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
- 38. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE-**
- 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.
  - 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.
  - 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.
- 39. 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.
- 40. 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.



**General Conditions and Instructions to Bidders**

- 41. 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.

- 42. 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**

- 43. 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 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.

- 44. 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.

- 45. 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.

- 46. 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.

- 47. 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.

- 48. 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.

- 49. 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.

- 50. 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.

- 51. 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.

**General Conditions and Instructions to Bidders****BILLING**

52. **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.

**PAYMENTS**

53. **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.
54. **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.
55. **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.

**GENERAL**

56. **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.
57. **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 press to its complete performance, and exercise therein the highest degree of skill and competence.
  - c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable 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, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
58. **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, or 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.

**General Conditions and Instructions to Bidders**

- 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 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.

**59. 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 the disclosure.

- 60. 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: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

- 61. 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.

- 62. 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.

**General Conditions and Instructions to Bidders**

- 63. VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
  - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
  - 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 or 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****64. 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.

**General Conditions and Instructions to Bidders****65. 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 5.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.

**66. 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.

**67. 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 5.C 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 5.C, 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.

**68. 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.

**General Conditions and Instructions to Bidders**

69. **LEGAL ACTION**-No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.
70. **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.
71. **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.
72. **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.
73. **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.
74. **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.
75. **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:
- 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;
  - 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;
  - Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
  - 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.
  - 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

**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:

\_\_\_\_\_  
\_\_\_\_\_

**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:**


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**LAST 4 DIGITS OF TIN/EIN:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.**
 Small       Large       Non-Profit       Government Agency/Public Body       Shelter Workshop

**Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.**
 Women-Owned       Minority-Owned       Service-Disabled Veteran-Owned
**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.



**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 those 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:



### 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	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> 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

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Complete and return this form or a copy of your current Fairfax County Business License with your proposal.**

**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:** \_\_\_\_\_

**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 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.***

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.

Signature/Date: \_\_\_\_\_ / \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_ / \_\_\_\_\_

Company Name: \_\_\_\_\_



Please provide the following information on your company letter head:

Vendor name: \_\_\_\_\_

Doing Business As/(Trade Name): \_\_\_\_\_

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

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**EXHIBIT B – PRICING SCHEDULE**

## Arlington County Pricing

<u>VEHICLE TYPE</u>	<u>CAPACITY</u>	<u>RATE / PER HOUR</u>
Luxury Van	12-14 passengers	\$100.94
Mini Bus	24 passengers	\$106.25
Charter Bus A	30 passengers	\$114.80
Charter Bus B	36 passengers	\$119.39
Coach Bus	55 passengers	\$142.24
Relief Driver		\$250
<ol style="list-style-type: none"> <li>1. Rates are all inclusive and include fuel surcharges, service fees, and gratuity.</li> <li>2. No cancellation fee if cancelled within 3 days, other wise 50% fee or the cost of 5 hours, whichever is less.</li> <li>3. Minimum Trip Charge is 5 hours.</li> <li>4. Trips will be charged 1-hour travel time/garage time for each trip (covers bus prep, and travel to and from pickup/drop off locations)</li> </ol>		

- A. Temporary Fuel Surcharge: A temporary diesel fuel surcharge of 10% will apply whenever the price per gallon exceeds \$4.00, and a diesel fuel charge of 20% will apply whenever the price per gallon exceeds \$6.00 per the U.S. Energy information Administration (EIA) Index. The temporary fuel charge will expire one year after January 19, 2023.