



COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703 Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT
Purchasing

DATE: September 24, 2008

REQUEST FOR PROPOSAL: RFP090009

SUBJECT: Collection of Delinquent Tax Accounts

PROPOSAL DUE

DATE: October 16, 2008

TIME: 3:00 P.M. LOCAL TIME

SUBMIT TO: PURCHASING MANAGER
PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22192-9201

PLEASE DIRECT CONTRACTUAL QUESTIONS CONCERNING RFP TO:

Bill Cleis

(703) 792-6776

wecleis@pwcgov.org

An Equal Opportunity Employer

RFP SUBMISSION FORM

Name of RFP: Collection of Delinquent Tax Accounts
RFP Number: RFP0900XX

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company: _____ Contact Person: _____
Address: _____ Title: _____
_____ Telephone No: _____
Remittance _____ FAX No: _____
Address: _____ Email: _____

Indicate Which: Corporation Partnership Sole Prop.
Minority Owned/Controlled Bus. Yes No Small Bus. Yes No

Organized under the laws of the State of _____
Principal place of business at _____

Following are the names and address of all persons having an ownership interest of 3% or more in the Company:
(Attach more sheets if necessary)

Name	Address
_____	_____
_____	_____

SECTION II - CONFLICT OF INTERESTS

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act.

The Offeror is is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III - COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign for the Offeror.

Signature _____ Date _____

Name (Printed) _____ Title _____

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL SUBMISSION

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SECTION I

INTRODUCTION

This Request for Proposal (RFP) plus the resulting proposal content and contract shall be consistent with and governed by the Prince William County Purchasing Regulations. In the event of an inconsistency between the solicitation and selection requirements set forth in this RFP versus those set forth in the Purchasing Regulations, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Purchasing Regulations.

This Section of the RFP sets forth the general information to all potential offerors to facilitate preparation of suitable proposals for the services identified in this RFP. The proposal submission requirements are addressed in Section II of this RFP while the County's process for selecting the best proposal and developing a contract are summarized in Section III. The requirements and process set forth therein shall be binding on all Offerors.

I.1 Purpose of the Request

Prince William County, Department of Finance, Tax Administration Division is soliciting proposals for the purpose of establishing a contract with a qualified service provider to collect on delinquent tax accounts. This procurement relates to the collection of taxes for the Tax Administration Division only. This procurement is not soliciting legal services.

I.2 Background Information

According to state law, the County may use private collection agents to assist with the collection of any local taxes other than real estate which remain delinquent for six months or more and for which the appropriate statute of limitations has not yet run. The County intends to assign only a portion of eligible accounts to the Contractor. Accounts assigned will be at the sole discretion of the County taking into consideration type, dollar value, age, debtor's location, and other related information, and will be referred to the Contractor when deemed appropriate by the County. The County does not intend to assign accounts on a scheduled annual or calendar year basis.

The County has identified approximately 3,000 delinquent accounts that meet its internal criteria for assignment to the Contractor. The total amount owed on these accounts is \$1.3 million. It is expected that an additional 2,500 delinquent accounts will be assigned in each subsequent contract year, though the amount may be considerably more or considerably less, and the number of accounts given is provided only as an approximation. The County expressly reserves the right to assign more or less accounts, or no accounts, to the Contractor. The dollar value of debt owed and number of accounts assigned to the contractor will be done as needed, is not guaranteed, and will fluctuate based on time of the year since most of the accounts assigned will become delinquent on a common date.

The criteria used for assignment to the Contractor will generally identify accounts where there has been no recent direct contact with the debtor, where mail has been returned due to outdated or non deliverable addresses, and where no information is obtainable by the County to directly garnish or seize wages and other assets. The criteria will also screen out accounts where the County has been notified prior to submission to the Contractor that any of the account debtors are in bankruptcy.

The County does not currently have a contract for collection services for delinquent tax accounts.

I.3 Scope of Work

The County will require a test program of systems and procedures prior to the assignment of accounts. The test program will last no more than 90 days after notification of Contract award. The Contractor will meet with the County periodically during the course of the test period, if needed, and at the end of the test period. The purpose of these meetings shall be to review, evaluate and modify, by mutual agreement, the Contractor's systems, collection methodology, reporting capabilities, and collection forms.

Upon successful completion of the test program, the County will assign to the Contractor for collection certain tax accounts, other than real estate tax accounts, which are to the best of the County's knowledge, true, correct, delinquent more than six months, unpaid, and where no information has been received identifying any of the account debtors as deceased or being in bankruptcy. The amount identified as delinquent and owing will include all past due property taxes, license taxes, fees, penalties, interest, collection, and administrative charges.

The County at its sole discretion will determine which accounts are delinquent and eligible for assignment to the Contractor. The Contractor will accept such assignment as valid without the need to seek or validate the County's decision.

Upon assignment of the accounts to the Contractor, the County agrees to cease communication with the debtor. The County will mark the accounts on its internal computer databases and place a note of the assignment to the Contractor within the system and its written records, if any. The County will provide the Contractor reasonably necessary information for the vendor to perform the service, including debtor's name, record address, available identification numbers, amount owed (including tax, penalty and interest calculated to a specific date), and a general description of the amount owed (e.g. personal property tax, business personal property tax, etc). The County will also provide an 8 digit tax account number that must be kept for this account by the Contractor on its records.

The Contractor shall acknowledge referral of accounts by transmitting a statement to the County within three (3) business days of the referral verifying each account so referred, and including the debtor name, County account number, account balance, and the assigned Contractor debtor number.

The Contractor shall group all bills pertaining to a specific debtor prior to the beginning of collection efforts and combine subsequently referred bills with the matching account previously referred.

The Contractor shall promptly undertake to locate debtors and collect amounts due for assigned accounts through all proper and lawful means, procedures and techniques. The Contractor shall comply with the Fair Debt Collection Practices Act as amended, and any guidelines or policies established by federal and Virginia agencies that regulate collection firms. The Contractor shall also comply with any additional restrictions as may be imposed by the County and public bodies subsequent to the effective date of this RFP.

At minimum, the Contractor shall agree to implement within thirty (30) calendar days the following collection procedures to achieve recovery on each account:

(1) Notify the debtor in writing that the Contractor is now handling the account and demand immediate payment from the debtor. If the letter is returned due to a bad address, attempt telephone, email or other contact with the debtor to get a good address. If no contact is made or no contact information is found, perform a skip trace to locate debtor and/or utilize a credit reporting service or other database to locate sources.

(2) If the initial letter is not returned for a bad address, initiate at least three good faith actions using a variety of different methods to collect the account referred including but not limited to any of the following actions: (a) send an additional letter or letters demanding payment; (b) attempt telephone, email or other contact with the debtor to demand payment and/or make payment arrangements; (c) perform a skip trace to locate debtor; or (d) utilize a credit reporting service or other database to locate sources for a County administrative lien.

The Contractor must maintain records on each individual account referred for collection. Such records shall document all collection activity made by the Contractor including but not limited to notices sent, calls attempted, calls made, conversation recaps, other actions, and other pertinent information, and shall be maintained by the Contractor for the term of the Contract. These records shall be the property of the County and will be turned over to the County in a format specified by the County within thirty (30) days of the termination or expiration date of the Contract. Because any and all information gathered and used by the Contractor to collect taxpayer accounts is the property of the County, such information shall not be used by the Contractor or its employees for any other purpose, either during or after the Contract term.

Should information be presented by the debtor to the County that reduces the amount due, the County will notify the Contractor and the Contractor will adjust its amount due.

If the Contractor discovers that a debtor is deceased, the Contractor will cease collection and return that account with documentation to the County.

The Contractor will not settle any account for less than the full amount owed, unless otherwise directed in writing by the County. In the event that the Contractor receives an offer in compromise from a debtor or his/her representative, the Contractor shall immediately cease collection action on the account and transmit the offer to the County. If the compromise is approved, the Contractor's fee will be based on the amount collected on the compromise rather than the original amount referred.

The Contractor may establish payment plans with individual debtors, subject to agreement by the County.

The Contractor will be compensated for collection services by payment of a percentage surcharge of no more than 20% of the taxes to be collected, to be added onto the amount collected from the debtor. If the Contractor proposes compensation of a percentage surcharge less than 20%, the percentage surcharge must apply equally to all accounts and cannot be tiered or variable. Calculation of the percentage surcharge to determine the Contractor's compensation shall not include any administrative or collection fee that existed on the account prior to referral to the Contractor.

The Contractor will not be compensated for any account if collection is not made. Collection is deemed to have not been made in the following circumstances: (a) cases in which no tax, penalty or interest liability exists (for example, any overpayment, any payment received on a closed or recalled account, any payment tendered for tax liabilities not assigned), (b) cases in which the amount of the tax liability is in dispute or otherwise under appeal, (c) cases in which the County cannot resolve a disputed account, and (d) cases in which the County offsets a payment against an account assigned to a Contractor (for example, monies resulting from a refund, monies resulting from any state or federal cooperative offset or garnishment program, monies resulting from a debtor-favorable abatement). The above list is not intended to be all-inclusive. The County Contract Manager will render the final decision for collections not defined in the RFP.

The award or execution of the Contract will neither guarantee that any amount will be paid to the Contractor nor guarantee that a minimum number of accounts will be assigned to a Contractor. The Contractor's compensation will be based solely on a percentage of the amount of tax it collects. The Contractor's authority to collect accounts assigned by the County ends on the expiration date or on the effective termination date of the Contract.

Upon locating debtor assets relating to an account, the Contractor may refer that account back to the County for collection by lien (under Code of Virginia 58.1-3952, et. seq.). The Contractor shall receive a full fee at the applicable rate under the Contract for any amount collected by the County through such a seizure activity based on asset information located and provided to the county by the Contractor.

The Contractor will make available experienced and knowledgeable staff or staff persons with access to real-time debtor information that can be contacted by County staff. The Contractor will provide direct phone, fax and email contact information for these persons that are not part of a phone, fax or email queue.

The Contractor's Contract Manager must manage all day-to-day operations under the Contract on behalf of the Contractor, including, but not limited to, all collection and reporting activity for assigned accounts. In addition, the Contract Manager must be based at the Contractor's collections office and must be available in the event of any problem with the Contract during normal business hours.

An attorney who performs work under the Contract shall be limited to non-legal tasks assigned herein and work exclusively for the Contractor, and not for Prince William County. Notwithstanding that an attorney performing services under the Contract will not be performing legal services for Prince William County; such an attorney must comply with any applicable rules of professional conduct.

The Contractor shall immediately return accounts, with all locator information discovered by the Contractor upon notice that (a) the debtor has filed bankruptcy or is involved in other insolvency proceedings, (b) a statute of limitations is about to expire, (c) debtor refuses to pay because of a dispute with the validity of the underlying debt, or (d) debtor exercises their rights under the Fair Debt Collections Practices Act and informs the Contractor to stop communications.

The Contractor shall report debtors of accounts that remain uncollected to an appropriate credit bureau, unless the County notifies the Contractor to not do credit reporting.

Provided the Contractor has implemented the minimum collection procedures set forth above and has been unable to procure any payment for twelve (12) months following assignment, the Contractor shall return the account to the County with all information discovered by the Contractor, accompanied by a complete address for employment, bank or other source of income, if known.

PAYMENT INFORMATION

The Contractor shall receive a fee for all assigned account payments posted to the County's tax database. Fees shall be paid for collections posted during a reporting period (currently, a calendar month).

The Contractor will be provided a payment address by the County. This address is to be used on all notices issued by the Contractor and during telephone conversations with debtors. Debtors must be directed to make checks payable to "Prince William County". Any payments received directly by the Contractor (a check-by-telephone, for instance) shall be mailed within one business day of receipt to the County. Any payment received by the Contractor and maintained on the premises before being mailed to the County shall be stored in a safe securely attached to the premises so as to hinder its removal. The Contractor shall not tender payments in a consolidated manner. Each taxpayer payment must be tendered to the County individually.

The Contractor shall be paid from the amounts actually collected the percentage surcharge for collections for each reporting period. The Contractor will be provided a transaction list of payments received. The Contractor will be apprised in a timely manner of all returned checks tendered by debtors as payment and no percentage surcharge shall be paid for these returned checks.

The County may conduct an audit after expiration or termination of the Contract. The County reserves the right to recover fees disallowed to the Contractor as the result of such an audit.

The County may change or amend the payment process at any time.

OTHER TERMS AND CONDITIONS

The Contractor will grant a fourteen (14) calendar day grace period for payments made directly to the County on any assigned account since these payments are considered the result of the County's last collection efforts and not attributed to the collection efforts on the part of the Contractor. As such, the Contractor acknowledges that it will not be compensated for payments made directly to the County within fourteen (14) calendar days of the account being forwarded to the Contractor for collection.

The Contractor shall suspend action either temporarily or permanently on any account upon receipt of notification from the County. The County retains the right to request the return of an account at any time. The Contractor will receive no fee on payments received after an account is recalled by the County.

The County shall have the right to review and modify the content of any collection notice, form letter, form email, telephone protocol, etc. prior to or any time thereafter the Contractor's use in performance of the contract.

The Contractor shall not initiate legal action nor refer accounts to an attorney outside its own firm, or to another collector or collection firm.

On the first business day of each calendar month, the Contractor will transmit an electronic file to the County identifying individually each account number and account balance which the Contractor has designated as active, as of that particular date, for purposes of reconciling the County's records to the Contractor's records for assigned accounts and balances. The Contractor will promptly make an adjustment to any account that does not reconcile to the County's records.

The Contractor shall maintain accurate and comprehensive records of all activity conducted on each assigned account. The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment. The County, its authorized agents, and/or auditors shall have full access to and the right to examine any Contractor materials relative to this Contract during this period. The County reserves the right to confirm the accuracy of all payment information furnished by the Contractor by contacting the debtor directly.

Contractor agrees that any information about identifiable persons which Contractor receives from the County shall be used and disclosed solely as lawful and either necessary or appropriate to enforce the rights of the County in collecting debt on assigned accounts.

The Contractor must establish to the satisfaction of the County that it has in place all appropriate safeguards for nonpublic personal information. The County, its authorized agents, and/or auditors shall have full access to and the right to examine any Contractor systems, records, policies and/or materials during this period to ensure Contractor's systems and procedures adequately safeguard personal information of debtors from unintentional disclosure and from identity theft.

The County expects the Contractor and its employees to meet the highest professional and ethical standards. Both the Contractor and its employees must bear in mind that their conduct reflects upon the County. Contractor's employees must inform the debtor contacted that they are employees of the Contractor to which their account is assigned and not employees of the County.

The Contractor may not state or imply that they have the authority to settle tax liabilities or to waive or abate any

portion of the tax, penalty or interest due.

The Contractor must take steps to ensure they discuss an account only with the taxpayer. The Contractor may not discuss individual tax accounts with the spouse or other family members of the taxpayer unless the debt is jointly owed with the spouse or other family member.

The Contractor shall notify the County's contract manager immediately of any complaint lodged against it or its employees which relates, directly or indirectly, to its performance under the Contract and shall work with the County to resolve these complaints. The County may terminate the Contract for cause based on the number or seriousness of the complaints against the Contractor or its employees or its unwillingness or inability to resolve them. The Contractor shall immediately notify the County's Contract Manager, by e-mail and telephone, of any indication by a taxpayer of his intent to discuss his complaint with the media or to bring an action against the Contractor or any of its employees, or against the County or any County employee or official.

CONFIDENTIALITY

Confidentiality of debtor information is crucial to the County as a result of both state law and entity values, therefore, the Contractor must sign a Confidentiality Agreement at the time it executes the Contract, and the Contractor hereby agrees to comply with all the provisions of such Agreement.

The Contractor shall immediately notify the County's Contract Manager both orally and in writing if any information as defined in the Confidentiality Agreement, in the Contractor's possession is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of the County. This request for notification includes requests by any federal or state agency or instrumentality other than the County.

Each employee must sign a Contractor Employee Confidentiality Agreement before an employee is offered employment or allowed access information on County assigned accounts. No employee may work on the Contract until he has read and signed this Agreement. The originals of the Agreements must be maintained by the Contractor with the other Contract records, and the Contractor must forward copies of these Agreements to the County's Contract Manager as they are signed.

Authorized County employees shall be given free and full access at all reasonable times to all data maintained on its accounts by the Contractor.

Failure of the Contractor to comply with the requirements of this section shall be grounds for immediately terminating the Contract for cause.

SECURITY

The Contractor agrees to take reasonable steps to ensure the physical security of the information under its control, including, but not limited to fire protection, protection against smoke and water damage, systems and devices reasonably expected to prevent loss or unauthorized removal of manually held data, limits to public access, and passwords and logs or other methods reasonably expected to prevent loss or unauthorized access to electronically held data.

Access to areas containing County account information in any form during the normal business day must be limited by creating restricted areas, security rooms, or locked rooms or files. Additionally, County account information must be protected during non-business hours by securing or locking the premises and secured areas.

The Contractor must implement procedures to ensure that its employees do not leave computers or paper containing County account information unprotected at any time.

Information obtained in connection with the Contract must be segregated from all other records and must never be commingled with other Contractor information. All information obtained in connection with the Contract shall be delivered to the County within thirty (30) calendar days after termination or expiration of the Contract or as otherwise directed by the County.

Information obtained in connection with the Contract may not, under any circumstance, be taken from the Contractor's collection office. The Contractor shall maintain a crosscut-type shredder and shall destroy, on a daily basis, unneeded hard copy data.

Information obtained in connection with the Contract must never be transmitted or used on e-mail systems or sent via the Internet. The Contractor will continuously monitor the use of information maintained on its computer system to ensure that access to this system is limited to employees with authorization as required under the terms of this Contract and who have a business need for the information.

The Contractor's server system must be a dedicated system on an isolated network segment with current antivirus and firewall programs running at all times and must be housed in a physically secure room with limited authorized personnel access controls in place. Information may never be maintained on a mobile or portable device. This prohibition applies to laptop computers, blackberries, USB flash drives, CDs, DVDs, floppy disks or the equivalent of any of these devices. The Contractor must perform regular backups and have a disaster recovery plan. Backups may be stored on hard disks or tapes only if the Contractor has security access control for the location or locations where backups are stored.

The Contractor is not allowed to transfer information to any third party, including subcontractors, without the prior written approval of the County.

The Contractor may maintain the information obtained in connection with the Contract on its system only for as long as it is relevant or useful to the Contractor for performing services under this Contract. The Contractor is required to follow best practices regarding the destruction of electronic media.

Failure of the Contractor to comply with the requirements of this section shall be grounds for immediately terminating the Contract for cause. Furthermore, because the Contractor will have access to confidential tax information, as defined under Virginia law, failure to comply with the requirements under this Contract also may result in criminal sanctions.

I.4 Requirement for Vendor Registration

Before submitting a response to this solicitation, an offeror must be a registered Prince William County vendor. Vendors are encouraged to register themselves over the internet at

www.pwccgov.org/eServices/eProcurement

If internet access is not available or problems are experienced during registration, contact the Purchasing Office shown on the front page of the solicitation.

I.5 Period of Contract

The term for this Contract shall be for one (1) year from date of execution. The County shall have the option to extend the Contract for three (3) additional one (1) year periods, contingent upon availability of funds for the purpose. The option to renew shall be exercised at the sole discretion of the County.

The County shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current contract. In the absence of any notification to renew, the contract shall automatically terminate on the expiration date specified in the contract. Agreement to extend the contract term shall not be final until the Contractor provides written acknowledgement of the extension.

I.6 RFP Questions

Address questions concerning contractual matters of this RFP to:

Name: Bill Cleis
Telephone: (703) 792-6776
Facsimile: (703) 792-4611
Email: wecleis@pwcgov.org

Address questions concerning the technical requirements of this RFP to:

Name: Wendy L. Lockhart
Telephone: (703) 792-7934
Fax: (703) 792-4672
Email: wlockhart@pwcgov.org

The Offeror may be requested to submit the question(s) in writing. Written responses, including the questions will be provided to all Offerors.

I.7 Decision Not To Respond

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. The County is very interested in learning whether problems with the solicitation process have discouraged responses or whether there are other reasons.

Accordingly, if your firm elects not to submit a proposal, we ask that you return a statement as to why you are unable or unwilling to respond. Due to the large number of firms on the County's qualified list of offerors, it is necessary to delete from these lists, the names of those persons, firms, or corporations who fail to respond after having been requested to respond on three (3) solicitations without giving a reason.

I.8 Prices and Price Adjustment

If the County exercises its option to renew the Contract upon the expiration of its term and should there be any price increase, such increase may be accepted but the increase should be no more than the posted percentage of increase as shown in the applicable category of the Consumer's Price Index published by the U.S. Department of Commerce.

I.9 Contract Rider Clause

Resultant contract(s) may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the “Contracting Agent” for these public bodies.

It is the Contractor’s responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract’s terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

I.10 Posting of Award

Notice of Contract award(s) made as a result of this solicitation will be posted on the Prince William County Web Page at www.pwccgov.org/eServices/eProcurement.

SECTION II

PROPOSAL REQUIREMENTS

All information requested and the requirements of this RFP must be supplied in writing in order for the County to consider the proposal complete.

II.1 Effect of Proposal Submission

Submission of a proposal shall constitute agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any contract negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions" and each exception or clarification specifically refers to the applicable objective or specification included in the Scope of Work.

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

II.2 Due Date and Copies Returned

Responses are due no later than October 16, 2008, 3:00 P.M. local time. The County shall not accept proposals after that date and time.

All firms are to submit the required copies of their proposals in two separately bound parts as follows:

Copies	Part	Description
6	A	Technical Proposal
6	B	Cost Proposal

Proposals received in the Purchasing Office after the date and time prescribed shall not be considered for contract award and shall be returned unopened to the Offeror.

The two parts of the proposal, the required RFP Submission Form (see following paragraphs), Bidder's Authorization to Extend Contract (See Section I of this RFP), and the Insurance Checklist (See Section III of this RFP) must be placed in a clearly labeled package marked as follows: "RFP No. RFP090009".

Deliver the sealed proposal to:

Carol L. Scarton, Purchasing Manager
 Finance Department - Purchasing Office
 Prince William County
 1 County Complex Court (MC460)
 Prince William, Virginia 22192-9201

II.3 RFP Submission Form

Each Offeror submitting a proposal must complete and include the RFP Submission Form regarding company identification and ownership disclosures, conflict of interests, and collusion. The certification on this form must bear an original signature and may be included with a letter of transmittal. Failure by the Offeror to include this

RFP Submission Form with its proposal may be cause for rejection of the proposal. A brief explanation of the certifications on the form follows.

II.4 Conflict of Interests

This solicitation is subject to the provisions of Section 2.2-3100 et seq., VA Code Ann., "State and Local Government Conflict of Interests Act". No member of the Board of County Supervisors, or any advisory or judicial body of Prince William County, or any other officer or employee of Prince William County, or any member or employee of any agency, commission, board, or corporation, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a contractor or subcontractor in connection with any bid, or have a personal interest therein as defined by Section 2.2-3101 VA Code Ann.

II.5 Collusion

All proposals submitted must be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements, without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

II.6 Ownership

The County requires all firms submitting proposals to indicate their form of organization and current principal place of business. In addition, proposals must list the names and addresses of any ownership interest of 3% or more in the firm(s) responding to this RFP.

II.7 Confidentiality

The County shall not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required under the Federal and State Freedom of Information Acts and other relevant law (i.e. Virginia Public Procurement Act). Proprietary information that is submitted must be identified as such at the time of submission, and shall not be disclosed to the public or competing offerors at any point in time.

No responsibility shall be attached to the Purchasing Manager or purchasing representatives for the premature opening or disclosure of a proposal not properly addressed and identified.

II.8 Proposal Format Instructions

The County will follow the evaluation process and selection criteria described in Section III of this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate:

- Understanding the County's Requirements
- Approach and Workplan
- Management Plan and Timetable
- Project Team Qualifications and Experience
- Firm Experience and Capabilities
- References
- Cost Proposal (bound separately)

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

1. Understanding the County's Requirements

This section should confirm the Offeror's understanding of this RFP and the planned project. In addition, it should clearly outline the scope and objectives of the proposed assistance as it relates to the scope and objectives of the total project and the requested product deliverables.

2. Approach and Workplan

This section should describe the recommended approach and workplan regarding the assistance to be provided. The Offeror should clearly distinguish tasks that the Offeror will undertake as distinguished from those that are the responsibility of the County. Absence of this distinction will mean the Offeror is fully assuming responsibility for all tasks.

The proposal must address in depth the Offeror's plans to meet the requirements of each of the tasks and activities outlined in the "Scope of Work" of this RFP. The workplan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The workplan also must include a task-by-task schedule of the time required to complete the project. The proposal should also discuss documentation and/or authorizations that will be required from the County, anticipated problem areas, proposed solutions to the problem areas, etc.

Workplan steps should be supported by the proposed hours the Offeror agrees to commit to assist the County plus the hours and resources required by the County's staff to assist. The Offeror should clearly specify who has primary responsibility for each workplan element; the Offeror or the County's staff.

3. Management Plan and Timetable

In this section, the Offeror must present how it will manage and control all proposed activities and the resulting timetable. The firm must explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is properly performed and that milestones are met on a timely basis as proposed.

The section should set forth beginning and ending dates, deliverables, and major milestones for a proposed timetable that coincides with the proposed workplan.

4. Project Team Qualifications and Experience

This section must include the qualifications of the staff the Offeror will assign to this project once selected. At a minimum, the proposal should:

- Designate a Project Manager.
- Include the organization, functional discipline, and responsibilities of project team members.
- Provide a complete resume or description of each team member's education, professional experience, length of time employed by the Offeror and/or a subcontractor.

The personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement and the final approval of the County.

The Offeror shall clearly state if it is proposing to subcontract any of the work herein. The names of subcontractors are to be provided and by proposing such firm(s) or individuals, the Offeror assumes full liability for the subcontractor's performance.

5. Firm Experience and Capabilities

The purpose of this section is to provide the County with an overview description of the Offeror's company, plus the Offeror's commitment to the services set forth in this RFP and/or government clients in general. The Offeror should:

- Summarize the organizational structure and size of the company plus it's date of organization and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Describe the Offeror's local office experience with similar projects.
- Indicate whether or not the company has an organized practice addressing the requested scope of services, who formally heads that practice, and where that person is located.
- Describe any local office(s) that will service Prince William County including size, services, area covered, and principal contact person.

The Offeror must also specify, in a similar manner with references, etc., the qualifications of any subcontractors to be used in this proposed project.

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

6. References

This section of the Offeror's proposal should:

- List or describe representative clients currently served, both nationally and by the local office, focusing on clients similar in size and complexity to Prince William County.
- Provide the current name, address, and telephone number of at least three (3) specific references (preferably local government) the company has served either currently or in the past two years; preferably those where one or more of the project team members provided the same or similar services as requested herein.

Each reference should indicate the scope of services provided to each referenced client.

7. Cost Proposal (Bound Separately)

This element of the Offeror's proposal must be bound separately and should contain the percentage of recovery.

Best and final percentage of recovery submitted shall be valid for a period of ninety (90) calendar days from the original due date of this RFP until such time a contract is signed, unless extended in writing.

The County is exempt from the payment of any Federal excise tax and Virginia sales tax.

II.9 Non-Discrimination Against Faith-Based Organizations

The Prince William County Government does not discriminate against faith-based organizations in procuring supplies and services.

II.10 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

SECTION III

SELECTION OF CONTRACTOR

This Section of the RFP outlines the County's process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection.

III.1 Approving Authority

The Approving Authority for this RFP is Finance Director and the authority to approve the acquisition is contingent upon appropriation of funds for the total amount of the Contract within each fiscal year.

III.2 Selection Committee

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

III.3 Basis for Award

The Selection Committee will base its recommendation on the "Evaluation Criteria" set forth in this RFP. The Committee shall conduct an evaluation based on information set forth in the proposal, past performance, and references of each firm.

Based on the results of the preliminary evaluation, the highest rated firm(s) may be invited by the County Purchasing Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, workplan, and qualifications of the firm. This Committee will then conduct a final evaluation of the firms.

The award will be made to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the County, cost or price and other factors considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

III.4 Evaluation Criteria

The Committee will base the initial and final evaluation on the following criteria:

Maximum Points	Evaluation Criteria
15	Understanding the County's requirements
10	Approach and workplan
25	Management plan and timetable
25	Project team qualifications and experience
25	Firm experience and capabilities

Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

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

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the firm to perform the work. The Selection Committee and/or its representative(s) reserves the right to inspect the firm's physical premises prior to award to satisfy questions regarding the firm's capabilities.

After review and evaluation, and based on its sole discretion, the County reserves the right to reject any or all proposals received in response to this request and will not compensate Offerors for the cost of proposal preparation whether or not an award is consummated.

III.5 Prime Contractor

The selected Offeror will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Offeror or subcontractors. The selected Offeror is to be the sole point of contact with regard to all contractual responsibilities.

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

III.6 Contract Development

Once a firm is tentatively selected based on the "Evaluation Criteria", the County reserves the right to negotiate further with the selected firm. As a result of this contract discussion and negotiation, the County may propose a contract which amends the scope of the RFP or the firm's proposal prior to signing the contract. At the same time, this RFP and the firm's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, and the Offeror's proposal submission in response thereto shall constitute the whole agreement between the parties.

If a satisfactory contract cannot be negotiated with the highest ranked firm, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified firm and so on. The Selection Committee will make appropriate recommendations to the Approving Authority prior to actual award of the contract.

III.7 Contingency of the Contract Award

Award of the contract to the selected firm is contingent upon:

- the budget and appropriation of funds (if necessary) by the Board of County Supervisors, and
- the successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing will result in no award at this time.

III.8 Standard Contract for Services

Prince William County expects to enter into its "Standard Contract for Services" in a form substantially as attached hereto. All clauses in Attachment A, Section II are mandatory. The Contractor's review and acceptance of these terms shall be required as a condition of bid or proposal acceptance. Failure to accept these terms shall disqualify the bidder or offeror from further consideration.

The County will consider amendments proposed by offerors, other than for the modification or deletion of clauses in Attachment A, Section II. Proposed amendments to the "Standard Contract for Services" are to be highlighted and submitted as part of the offeror's bid or proposal. The County's review and acceptance of the proposed terms shall be a condition of contract award.

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

III.9 Type of Contract

Prince William County expects to award a fixed price type of contract or a contract based on fixed rates with a set contract maximum for a specified period based on present assumptions.

III.10 Purchase Order

A Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter. It will form an integral part of the resulting contract. The Purchase Order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals.

However, the Purchase Order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the Contract and any modification thereto.

Services are not to begin until receipt of the Purchase Order by the firm and/or notification by the County Purchasing Manager to proceed.

III.11 Acceptance, Invoicing, and Payment

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the products are approved as acceptable by Contract Administrator.

The firm shall submit invoices listing the services performed and completed to Contract Administrator. The invoice should cite the Purchase Order Number, Contract Number, and date of services or delivery of an end product.

The County will make payment to the firm, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services.

III.12 Insurance

The successful Offeror will be required to provide evidence of the minimum coverages described within the enclosed "Insurance Checklist". No contract shall be finalized and no work shall commence until the County's insurance requirements are met.

Each Offeror shall comply with the Insurance Requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated on the "Insurance Checklist" at the end of this section of the Solicitation. Technical proposals must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.

1. The firm shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The firm assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.
2. The firm shall, during the continuance of all work under the contract provide and agree to maintain the following unless omitted from the attached "Insurance Checklist":
 - a. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the firm from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. General Liability insurance in the amount prescribed by the County, to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.
 - c. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
3. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
4. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
5. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Manager before a contract is executed and any work is started.

6. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the County on demand.
7. The Contractor will provide, on demand, certified copies of all insurance coverage in relation to the Contract within ten (10) days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
8. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County Purchasing Manager. 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 to the County Purchasing Manager.
9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
10. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
11. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
12. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
13. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
14. The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
15. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Purchasing Manager, may be considered.
16. The County shall be named additional insured in the General Liability policies and stated so on the Certificate.

PRINCE WILLIAM COUNTY, VIRGINIA
INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm. See section titled Insurance. Contractor's Insurance Agent shall mark a "check" yes or no as to availability of insurance. *Note: If you answered "No" to any of the requirements, provide written explanation on a separate sheet.

COVERAGE		REQUIRED	LIMITS (FIGURE DENOTES MINIMUM)
Yes	No*		
—	—	X 1. Workers' Compensation and Employers' Liability;	1. Statutory Limits of the Commonwealth of VA:
—	—	X Admitted in Virginia	Yes
—	—	X Employers' Liability	Statutory
—	—	X All States Endorsement	Statutory
—	—	X USL&H Endorsement	Statutory
—	—	X Voluntary Compensation	Statutory
—	—	X 2. General Liability Products	2. \$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
—	—	X Completed Operations	
—	—	X Contractual Liability	
—	—	X Personal Injury	
—	—	X Independent Contractors	
—	—	XCU Prop. Damage Excl.	
—	—	X 3. Automobile Liability	3. \$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
—	—	X Owned, Hired, & Non-Owned	
—	—	X Motor Carrier Act End.	
—	—	4. Prof. Errors and Omissions	4. \$1,000,000.00 Limit Each Occurrence
—	—	5. Garage Liability	
—	—	6. Garagekeepers' Legal Liability	
—	—	7. Fire Legal Liability	
—	—	8. Other Insurance:	
—	—	X 9. County named as additional insured on General Liability Policies (This coverage is primary to all other coverages the County may possess)	
—	—	X 10. 30 day cancellation notice required.	
—	—	X 11. Best's Guide Rating - A:VI or Better, or Equivalent	
—	—	X 12. The Certificate must state Bid/RFP No. and Bid/RFP Title	
—	—	13. Umbrella Liability	

OFFEROR AND INSURANCE AGENT STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

OFFEROR

SIGNATURE

INSURANCE AGENCY

SIGNATURE

ATTACHMENT A

S-A-M-P-L-E

STANDARD CONTRACT FOR SERVICES

CONTRACT:

SUBJECT: Collection of Delinquent Tax Accounts

Between:

PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22192-9201

703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

This Contract is entered into this _____ day of _____, _____, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

SECTION I
SPECIAL PROVISIONS

I.1 Definitions

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Using Department" for the purpose of this Contract shall mean _____,
_____.

"Contract Administrator" assigned to administer this Contract for the County is _____,
_____.

"Contractor" shall mean:

whose authorized representative is _____, _____ who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Contract Period

The term for this Contract shall be for one (1) year from date of execution. The County shall have the option to extend the Contract for three (3) additional one (1) year periods, contingent upon availability of funds for the purpose. The option to renew shall be exercised at the sole discretion of the County.

The County shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current contract. In the absence of any notification to renew, the contract shall automatically terminate on the expiration date specified in the contract. Agreement to extend the contract term shall not be final until the contractor provides written acknowledgement of the extension.

I.3 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Proposal entitled _____ and dated _____.
2. County's Solicitation number RFP0900XX title Collection of Delinquent Tax Accounts and dated August 28, 2008.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: _____. This Contract shall take precedence over all of the documents referenced above.

I.4 Provision of Services

The Contractor hereby agrees to provide the Collection of Delinquent Tax Accounts services to the County as described herein and further outlined in Attachment A, Scope of Work. This Scope of Work shall take precedence over the documents set forth in provision, Incorporation of Documents, in the event of inconsistency.

I.5 Contract Amount

In return for the services identified above, and subject to the "Non-Appropriation of Funds" clause herein, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor the total amount of \$_____ in accordance with such formula for payments as set forth in Attachment B.

I.6 Method of Payment

The Contractor shall submit invoices listing the services performed and completed as outlined in Attachment A. The invoice should cite the Purchase Order Number, Contract Number and date of services or delivery of an end product.

The County will make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of each of the requested services as set forth in the payment schedule in Attachment B.

I.7 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.8 Key Personnel

The Contractor shall assign to this Contract the following key personnel:

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

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the _____ . Proposed substitutes should have comparable qualifications to those of the persons being replaced. The _____ will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

I.9 Inspection and Acceptance

All tasks and reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the deliverables are approved as acceptable by the Contract Administrator in writing. In the event of rejection of any report or deliverable, the Contractor shall be notified in writing and shall have ten (10) working days from date of issuance of notification to correct the deficiencies and resubmit the report/deliverable. Failure to submit acceptable work within the 10 days shall constitute a breach of the contract for which the Contractor may be held in default.

I.10 Insurance

The Contractor shall maintain insurance, in an amount and a form set forth in RFP0900XX.

I.11 Hold Harmless

The Contractor hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for property damage, bodily injuries and personal injuries to the public, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with Work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination for Contracts over \$10,000

1. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00

During the performance of this 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 or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, 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 this Contract.

II.5 Claims/Disputes

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

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

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall

consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

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

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

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

II.6 Termination for Convenience of the County

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

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

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

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

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

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

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

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.9 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or

- b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

II.10 Examination of Records

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.11 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.12 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

II.13 Contract Rider Clause

Resultant contract(s) may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the “Contracting Agent” for these public bodies.

It is the Contractor’s responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract’s terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

II.14 Integration

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

II.15 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

CONTRACTOR

CONTRACTOR NAME

County Representative

Contractor Representative

Title

Title

ATTEST:

Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

Date: _____