

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
REQUEST FOR PROPOSAL (RFP)**

ISSUE DATE: September 16, 2009

RFP #12-10sm

TITLE: **Ambulance Billing Services**

ISSUED BY: Fauquier County Government and Public Schools
Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186

USING DEPARTMENT: Fauquier County Department of Fire, Rescue and Emergency
Management
78 West Lee Street, Suite 101
Warrenton, VA 20186

Sealed Proposals Will Be Received Until **2:00 p.m., October 22, 2009** For Furnishing the
Services Described Herein.

An Optional Pre-Proposal Conference will be held on **September 24, 2009, 10 a.m.** See
Section 1.3, page 3 for details.

All Inquiries For Information Should Be Directed To: Susan R. Monaco, CPPB, Procurement
Manager, Phone: (540) 428-8713, e-mail: susan.monaco@fauquiercounty.gov.

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN
ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: ALICE JANE CHILDS
OFFICE BUILDING, 320 HOSPITAL DRIVE, SECOND FLOOR, SUITE 23.**

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein
And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The
Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By
Subsequent Negotiations.

Full, Legal Name And Address Of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____	Name: _____
_____	Title: _____
_____ Zip Code: _____	_____
FEI/FIN NO.: _____	Telephone Number: () _____
E-mail address: _____	Fax Number: () _____

*****RETURN THIS PAGE WITH PROPOSAL SUBMISSION*****

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION HEADING</u>	<u>PAGE NO.</u>
1	PURPOSE	3
2	BACKGROUND	3
3	STATEMENT OF NEEDS	4
4	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	13
5	EVALUATION AND AWARD CRITERIA	15
6	ADDITIONAL INFORMATION	16
	GENERAL TERMS AND CONDITIONS	18-24
	INSURANCE CHECKLIST *	25
Attachment A	PROPRIETARY INFORMATION *	26
Attachment B	EXCEPTIONS TO TERMS/CONDITIONS OF RFP *	27

* Sign and include Insurance Checklist with proposal; complete and return Attachments A & B with proposal if applicable.

1. PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain, through the competitive negotiation process, the services of an Ambulance Billing and Data Collection system including training, technical and administrative support, for use by Fauquier County Department of Fire, Rescue and Emergency Management (DFREM).

This solicitation is issued by the Fauquier County Government and Public Schools Procurement Division for Fauquier County DFREM, on behalf of the Board of Supervisors of Fauquier County, a political subdivision of the Commonwealth of Virginia, herein referred to as "Owner".

- 1.1 For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Contractor".
- 1.2 The contents of the proposal submitted by the successful offeror, this RFP (including general and special terms and conditions), and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful firm will be required to sign a contract with the Owner.
- 1.3 Optional Pre-Proposal Conference: An optional pre-proposal conference will be held on September 24, 2009, at 10:00 a.m. local Owner prevailing time, 320 Hospital Drive, Alice Jane Childs Building 2nd floor large conference room Warrenton, Virginia. Potential Offerors are responsible for any information, statements, or requirements discussed at the pre-proposal conference. Written questions may be submitted for inclusion in the pre-proposal conference until 1:00 p.m. local Owner prevailing time, September 23, 2009, to Susan R. Monaco, CPPB, through the contact information provided on the RFP cover page. Questions will also be taken from the floor during the pre-proposal conference. Please review the RFP thoroughly prior to this meeting, and bring your copy with you. Any changes to the RFP made as a result of this conference will be issued as an addendum to the original RFP.

2. BACKGROUND

Fauquier County encompasses approximately 600 square miles and has a residential population of approximately 55,000. Fauquier County DFREM is a public safety organization providing the county with fire and emergency services including fire suppression, education, and prevention as well as ambulance transportation and pre-hospital medical service to its citizens and visitors. Fauquier County provides the highest quality rapid pre-hospital Advanced and Basic Life Support care for all emergency service requests within the county regardless of patient's ability to pay, from eleven (11) volunteer Fire & Rescue organizations and a career division. Services are provided by approximately 250 Active Volunteers and 38 career service employees. In calendar year 2008 DFREM responded to 4,596 fire and 9,213 EMS calls for service. DFREM currently utilizes the EMS Charts software program and paper Pre-Hospital

Patient Care Reports (PPPCR) for pre-hospital reporting. DFREM will possibly be utilizing the Commonwealth's EMS reporting software in the future. The Owner seeks to provide a billing function in an efficient and effective manner, which is why they are soliciting proposals to contract with a third party billing company. Offerors are advised that the Owner is not interested in proposals that include any software programs to replace these; this RFP is for ambulance billing services and related support, only.

3. STATEMENT OF NEEDS

3.1 MINIMUM QUALIFICATIONS:

The Offeror shall be responsible for providing DFREM with a comprehensive and automated medical services billing and collection system including training, technical and administrative support. The proposed services are intended to support the day-to-day operations, functions, and activities of DFREM operational and management staff in the use, analysis, and maintenance of patient accounts including billing for services to the patient, responsible party and/or insurance provider. The Offeror shall be responsible for providing a comprehensive medical services billing and collection system offering solutions that will meet all requirements of Medicare, Medicaid, other governmental insurance programs, commercial insurance companies (collectively referred to as insurance providers), and other programs as deemed appropriate by the DFREM. The responding proposal shall list and detail services that meet the functional requirements as set forth in this Request for Proposal.

The Offeror shall provide a secure automated electronic billing system which will be compatible to all existing owned computer equipment and software. Offeror's proposed ambulance billing solutions shall include the requirements noted within this RFP and shall include completion of the PPCR by all responsible parties, receiving inquires and correspondence for the posting of payments, returned mail, and responsible party follow-up for payments, and working with all aged patient and responsible parties accounts. Descriptions of the processes contained in this RFP do not supersede any regulatory requirements in effect at the time of billing, and shall be modified as necessary, with notice to the Owner, to maintain compliance.

It is the Owner's intent that services and data input is of the highest quality by industry standards for accuracy and completeness that can be acquired in an economical manner and within reasonable time frames. It is expected that all services function efficiently and be fully functional and responsive to the needs of DFREM, the various patients, responsible parties and insurance providers. The Contractor shall perform all activities, services and deliverables under the general direction and guidance of the DFREM Chief or his designee. DFREM expects the Contractor to design and make recommendations for improvement and/or regulatory compliance as necessary. All contract services must be performed in compliance with all applicable laws and regulations, including, but not limited to, the requirements of the Social Security Act, the Fair Debt Collection Act, and the Health Insurance Portability and Accountability Act ("HIPAA").

3.2 PROPOSED SCHEDULE OF IMPLEMENTATION:

This schedule is subject to change but is provided as a guideline to Offerors in scheduling potential time commitments to the proposal process.

<u>DATE</u>	<u>SCHEDULE OF ITEMS</u>
9/16/09	Advertise and Issue Proposals
9/16 -23/09	Submit questions for pre-proposal conference, in writing
9/24/09	Optional Pre-proposal meeting 10:00 a.m., ref. Section 1.3
9/25-10/15/09	Addenda may be issued in response to questions received
10/22/09	Sealed proposals due to Procurement Division by 2:00 p.m.
11/10-12/09	Interviews of Selected Firms (pending volume of proposals)
12/3/09	Procurement issues Notice of Intent to Award Contract
12/15/09	Final contract awarded, followed by scheduling of Kick Off Meeting with DEFRM and Owner Finance Staff

3.3 DOCUMENTATION REQUIRED TO CREATE PATIENT ACCOUNTS:

3.3.1 Pre-Hospital Patient Care Report (PPCR): The Contractor shall provide all labor, material and equipment necessary to provide the service to gather all essential information for generating and processing all PPCR's relating to DFREM. Essential PPCR information includes: patient demographics origin and destination of transport; run times; responsible party; chief medical complaint; technician information; type of medical assistance given; basic life support (BLS); advanced life support (ALS) and procedures performed by technicians. Emergency Medical Services include, but are not limited to, the emergency and non-emergency treatment and/or transportation of patients, inter-facility patient transfers and patient refusals of treatment and /or transport. The Owner recognizes the importance of accurate and complete PPCR information. Due to the serious nature of some patients' medical conditions at the time of service, DFREM personnel may not be able to obtain complete and accurate PPCR documentation. The awarded Contractor shall provide DFREM with the latest changes and modifications of the PPCR as required by applicable insurance providers or as mandated by state and federal regulations.

3.3.1.1 Training of DFREM personnel: The Offeror shall include in their proposal, provision of appropriate training to ensure that DFREM members will have the necessary skills, knowledge and abilities to accurately prepare not only the PPCR, but to complete HIPAA forms. DFREM will provide facilities, equipment and supplies for Contractor training. The Contractor shall provide all training instructors and materials. All training will be conducted at a designated Owner facility in Fauquier County, VA. The awarded Contractor shall coordinate training dates and times with the appropriate personnel. The Contractor shall provide a written report to DFREM on areas of deficiency and will identify areas where DFREM personnel can improve documentation. DFREM is most interested in Train-the-Trainer programs; Offerors shall indicate their ability to provide this and

all required training in their proposal response. DFREM requires new-employee training by the Contractor on an annual basis, with DFREM Train-the-Trainer personnel providing similar services for existing personnel as required throughout the year.

- 3.3.2. Hospital Face Sheets: DFREM will provide insurance billing information through the use of Hospital Face Sheets. In the event a face sheet is not applicable (i.e., non-emergency transport), the Contractor shall gather missing patient information by (including but not limited to) searching the Medicare, Medicaid, and commercial insurance provider's data bases for previous patient information; searching the Contractor's billing data base; contacting appropriate medical facility; or by direct patient, family member or responsible party contact. When contact is made with the responsible party, the Contractor shall verify and correct all patient information.

3.3.2.1 Participating Hospitals: DFREM currently transports patients to the following area hospitals: Fauquier, Mary Washington, Culpeper, Prince William, Fairfax INOVA, Winchester, Heathcoate and Warren Memorial.

- 3.3.3 State and Federal Government Required Forms: DFREM will provide Physician Certification Statements (PCS) and Signature forms as required by the Federal Government to process Medicare or Medicaid claims.

3.4 TRANSFER OF INFORMATION:

The Contractor shall provide a secure automated electronic billing service compatible to all existing Owner computer equipment and software. As noted previously, EMS Charts is the current software platform; hardware is provided via Panasonic Toughbooks with a possible movement to the Commonwealth's reporting system Image Trend. The Offeror shall indicate ability to receive the data from DFREM in a format usable to bill customers. The Offeror shall also indicate ability to download the electronic submission of exported data from DFREM. The Offeror shall provide a secure process for transferring of data to protect the sensitive information as required by HIPAA and shall indicate this process in their proposal response.

3.5 CREATION OF PATIENT ACCOUNT:

The Contractor shall use the documentation as described above to create the patient account determining the type of service provided, the cost of said service, and determining the identification of the payor. The Contractor shall research and collect follow-up information as required to properly bill patient as noted in 3.3.2. The Contractor shall ensure the accuracy of patient demographics entry in order to facilitate correct billing by using all resources available but not limited to the run sheet, face sheet and hospital data.

3.6 INITIATION OF PAYMENT INVOICE:

3.6.1 Data entry and electronic filing of claims: The Contractor is solely responsible for all data entry functions, which shall be performed at their site:

- 3.6.1.1 Automatic/demand claims processing with second request filing;
- 3.6.1.2 Validation and edition of all data fields that are applicable to, but not limited to these insurance forms: Medicare, Medicaid, other applicable carriers including commercial insurance carriers, and electronic claim filing for all forms noted above when applicable.
- 3.6.1.3 The Contractor shall also provide all services to bill and collect from private payors.

3.7 CUSTOMER SERVICES & COMMUNICATION WITH DFREM & OWNER FINANCE DEPARTMENT:

3.7.1 The awarded Contractor shall designate trained, properly qualified customer service representatives who shall provide patient account information at a minimum Monday through Friday 8:00 AM through 5:00 PM prevailing time, excluding all Owner holidays. Offerors shall provide a toll-free telephone number to be used at no cost to DFREM and the Owner, and a list of team members assigned to the Owner contract along with each member's area of expertise and contact information (direct number, if applicable, and email address). The Offeror shall assure that phone calls and email messages are answered within eight (8) business hours, consistent with any specific Contract provisions.

3.7.2 The Contractor shall communicate frequently via phone or email with DFREM and the Owner Finance Department regarding but not limited to the following:

- 3.7.2.1 Un-billable claims—due to mail returns, missing information, etc.
- 3.7.2.2 Policy changes to Medicare, Medicaid, commercial insurance carriers or other entities
- 3.7.2.3 Difficulties with collections from Medicare, Medicaid, commercial insurance carriers or other entities
- 3.7.2.4 Questions regarding account posting, etc.

3.7.3 The Contractor shall provide statistical data / reports regarding DFREM Emergency Medical Services (EMS) to State and / or Federal agencies as required, in addition to providing a copy of those same reports to DFREM.

3.7.4 On a monthly basis (or as agreed upon by DFREM, Finance, and the Offeror), the Contractor shall provide various reports detailing collection trends and other information and will provide an analysis of the data for DFREM.

3.7.5 Offerors must provide a timeline with their proposal response indicating compliance with the following DFREM and Owner schedule for response to requirements:

- 3.7.5.1 PPCR will be sent to Contractor, Contractor shall return form to DFREM within forty-eight (48) hours for verification of patient demographics and insurance;
- 3.7.5.2 DFREM will return verified PPCR to the Contractor within forty-eight (48) to seventy-two (72) hours;
- 3.7.5.3 Contractor shall send verified PPCR to the insurance company within forty-eight (48) hours.

3.8 ACCOUNTS RECEIVABLE / TRANSACTION POSTING & ACCESS

3.8.1 The Accounts Receivable ownership shall remain with the Owner. The Contractor shall be responsible for the billing and collection of all ambulance receivables until they are deemed delinquent or uncollectible as per the Owner's guidelines. All payments (checks, cash and money orders) shall be collected and posted to patient accounts. The Contractor shall receive Explanation of Benefits (EOB) directly from insurance providers for posting purposes.

The Owner will designate a team comprised of staff from DFREM, the Owner Finance Department and Owner Treasurer's Office. This team shall have the authority to transmit instructions, receive information and interpret and define the Owner's policies and decisions pertinent to the Contractor's services.

The Owner will furnish the Contractor with any information, data, reports, and records which are reasonably available to the Owner and necessary for carrying out the Contractor's responsibilities as permitted and in the manner provided for, by applicable law. This shall include the following:

- 3.8.1.1 Ambulance run reports and/or electronic transfer of data and other billable requests will be supplied through electronic transmission of the PPCR from DFREM.
- 3.8.1.2 Applicable information available to the Owner will be supplied to the Contractor to enable them to identify the patient services, the medical necessity of the claim, the parties responsible for payment and any other information regarding insurance coverage, as noted on the PPCR and other documentation included with the PPCR
- 3.8.1.3 HIPAA notification and the assignment of benefit's signatures of the patient and/or responsible party will occur at the time of transport. Should DFREM fail to obtain the necessary signatures, or be unable to obtain the necessary signatures, the Contractor shall be responsible for sending a letter to the patient to obtain the signatures.
- 3.8.1.4 Maintain all collection reports of paid and uncollectible claims for a minimum of seven (7) years from the date of the original billing.

- 3.8.2 Post Office Box: The awarded Contractor shall establish a Post Office Box, at no expense to the Owner, for the receipt of payments/claims for the Owner. The Contractor shall pick up mail from the Post Office Box at least once each day, excluding Saturday, Sunday and holidays.
- 3.8.3 Daily Deposits: The Owner will establish a Fauquier County owned, maintained and controlled, deposit account for the deposit of monies collected by the Contractor. The Contractor shall deposit funds into this account electronically through an Automated Clearing House (ACH) and/or Electronic Remittance Notice (ERN). The Contractor shall make daily deposits of all monies received into this bank account and post daily all monies received into the Contractor's system. The Contractor will not have the authority to write checks or make withdrawals from the Owner's account. All money deposited before 2:00 P.M. EST, must be reported on that day. Any money deposited after 2:00 P.M. EST must be reported on the next business day. The Contractor shall notify the Owner Treasurer's Office daily of all deposits via email, including daily email notification of direct deposits from other ACH/ERN such as Medicaid and Medicare. This daily report is a contractual requirement as noted in the Reporting section of the RFP, page 11.
- 3.8.4 Transaction Posting: The Contractor shall post transactions to each patient account applicable to payments, adjustments, refunds/credits and resubmission of insurance provider claims. The Contractor shall update all patient information when patient information is found to be incorrect, within five (5) working days after receipt of notification.
- 3.8.5 DFREM/Owner Access to Database: The Contractor shall grant DFREM/authorized Owner representatives electronic access to their database for patient account information. This access shall be for patient account inquiry of all data entry, charges for services provided, accounts receivable posting, payments, refunds/credits and any account adjustments. Access shall include but not be limited to the following:
- 3.8.5.1 Ability to print the computer screen displaying patient information;
 - 3.8.5.2 Ability to line item access all patient accounts, account histories, including, but not limited to payments, refunds/credits, adjustments and re-submission of provider claims;
 - 3.8.5.3 Ability to enter and review all comments pertaining to patient accounts including patient complaints, compliments and inquiries, and
 - 3.8.5.4 The Contractor shall provide printed reports of the information detailed above upon Owner's request.

3.9 BILLING PROCESS

- 3.9.1 The Contractor shall be responsible for both verbal and written responses concerning all responsible party information which DFREM may require. The Contractor shall provide all responsible parties with an automatic or on a demand basis invoice (bill, statement, e.g.). Invoice processing will include three (3) billing cycles. The billing cycle will include two (2) patient invoices (one at ten working days, one at thirty calendar days from the

date of services) and one (1) soft collection/past due letter sent at sixty (60) calendar days after the date of service.

- 3.9.2 Denial / Rejection Follow-Up: The Contractor shall follow-up on each medical claim for services rejected / denied by an insurance provider (Medicare, Medicaid, and commercial carriers, e.g.) within but not to exceed two weeks from receipt of rejection notice. The Contractor shall contact insurance providers by telephone, mail or fax in order to resolve each rejected claim on a claim-by-claim basis. The Contractor shall furnish insurance providers with all requested patient information, medical information, and medical documentation and for the resubmission of the rejected claim. The Contractor shall prepare and deliver a written report for all rejected claims detailing the reason for rejection and provide documentation on each claim resubmitted on a weekly basis, or as otherwise required by DFREM.

All notices, invoices and letters must be in a form approved by the Owner and must comply with provisions of the Fair Debt Collection Act, regulations relating to Medicare and Medicaid and any other applicable laws and regulations. Any collection efforts undertaken by the Contractor must be conducted in compliance with all applicable laws and regulations. The Contractor shall not harass or threaten persons during the collection process and will assure that only reasonable methods are used in the collection process. The Owner may terminate the Contract if the Owner determines that improper collection methods have been used, or that treatment of debtors is inappropriate.

- 3.9.3 Owner Soft Billing and Hardship/Write-Off Policy: The Owner subscribes to a soft billing attempt to all patients. After the third notice or one-hundred twenty (120) days of no response the account will be submitted to the Owner for verification of write off due to bad debt. The Contractor shall submit a request to DFREM for Hardship. After review, the request will be returned to the Contractor and written off within twenty-four (24) hours.

- 3.9.4 No Transport Billing Process:

The Contractor shall accept from DFREM, PPCR's assigned as NO TRANSPORTS. The Contractor shall process the essential information for NO TRANSPORT PPCR's for administrative purposes only. The Contractor shall not bill or process for insurance payment any PPCR assigned as a NO TRANSPORT; the Owner does not bill for NO TRANSPORTS.

3.10 PATIENT REFUNDS:

The Contractor shall send refund documentation to DFREM on a monthly basis. DFREM will review and process these refund requests. The Contractor shall include as part of the documentation an itemized statement for each account showing the billing(s) and collection(s) that resulted in an overpayment. DFREM will process the refunds and submit the paperwork to the Owner Finance Department who will generate the refund checks and mail them directly to clients. After the refund checks are issued, the Owner

will be responsible for submitting the paperwork to the Contractor for posting to the individual accounts. The refunds will result in a reduction to the deposits and to the commission owed to the Contractor.

3.11 TRANSFER OF UNCOLLECTIBLE ACCOUNTS (FILES) TO THE OWNER:

When accounts are deemed to be uncollectible (criteria established by the Owner) the accounts will be turned over to the Owner for review and action. The Contractor must be able to provide the Owner with a quarterly electronic report of these accounts.

3.12 REPORTING

The Contractor shall provide daily, weekly, monthly and yearly reports. These reports shall be in summary and detail formats. Offerors shall note in their proposal response, the ability of their programs to sort any and all reports on any category if and as requested by the Owner. Offerors shall also indicate the timing of report releases in the proposal response, in an effort to establish a consistent schedule for Owner review and consideration. The Owner's category and information requirements for these reports are listed below:

3.12.1 Two (2) Daily Reports: Reference 3.8.3 herein, the Owner requires a daily email report of all deposits made including Insured Patient, Private Pay, Commercial, Medicaid, Medicare, Check # fields. A daily transport report shall verify the number of transports sent by DFREM were billed by the Contractor and shall include Call No., Unit No., Patient No., Patient Name, Call Date, Current Payor, ALS, BLS, and Mileage.

3.12.2 Weekly Report: Reference 3.9.2 herein, the Owner requires a weekly email report of all Denial/Rejection Claims to verify the reason for rejection and shall include Patient name, Call No., Unit No., Call Date, Current Payor, All Attempts to Collect, and Denial Reason.

3.12.3 Monthly Reports: Presently the Owner requires four (4) types of monthly reports although within the four types, detail and summary are also required.

3.12.3.1 Credit: The Contractor shall provide a complete listing in both detail and summary format of all monies collected, adjusted and/or written off (contractual, bad debt and/or management). The Detailed Credit report shall include Call No., Patient No., Patient Name, Call Date, Current Payor, Code, Description, Deposit Date and Amount. The Summary Credit report shall include ID No., Description, Credits and Amount.

3.12.3.2 Call Write Off: The Contractor shall provide a monthly Call Write-Off Report which shall note all accounts written off. This monthly report shall sort by category, for accounts greater than 120 days, uncollectible accounts, and accounts less than 120 days but no longer collectible by the Contractor. Note: whenever accounts are turned over to the Owner that account shall move from a current receivable to a delinquent receivable regardless of age. The Detailed Write Off report shall include Call No., Patient No., Patient Account Name, Call

Date, Current Payor, Charges, Credits and Balance. The Summary Write Off report shall include Report Category, Description, Calls, Charges, Credits and Balance.

3.12.3.3 A/R Aging: The Contractor shall provide a General Accounts Receivable Aging Report based on criteria selected by the Owner such as thirty to sixty day intervals. A/R Aging Detail reports may include Call No., Call Date, Patient Name, Current, 31-60 days, 61-90 days, 91-120 days, 121-150 days, 151-180 days, Over 180 days and Total. A/R Trial Balance or Summary reports may include Report Category, Description, Calls, Current, 31-60 days, 61-90 days, 91-120 days, 121-150 days, 151-180 days, Over 180 days and Total.

3.12.3.4 A/R Month-End: The Contractor shall provide a report showing prior month balances, with a breakdown of all current month transactions by category and a final month-end balance by category. The final month end balance shall agree with the General Accounts Receivable Aging report. Categories within this report include Prior Month Ending Balance, Add: Current Month Billings, Less: Current Month Collections, Add/Less: Adjustments, Less: Write offs, Add: Refunds to Patients/Insurance Providers, Add/Less: Adjustments to Prior Month, and Aged Trial Balance.

3.12.4 Annual Year-End Reports: The Contractor shall provide year-end audit reports including Credit Detail and Charge Detail reports in the formats noted above, for the fiscal year. The Contractor shall provide a Revenue Accrual Report (45 days) containing all payments made from July 1 to August 31 for billings prior to July 1.

3.13 LEGAL INQUIRIES RELATIVE TO THIS CONTRACT

The Owner and DFREM shall remain the custodians of records for PPCR's, therefore any legal request for release of PPCR information will be handled by the Owner and DFREM after consultation and approval of the Fauquier County Attorney's Office. Accordingly, the Contractor shall remain the custodian of record for claim forms and patient bills for service, therefore any legal requests for release of claims filing or patient billing information shall be handled by the Contractor.

3.14 PRICE PROPOSAL

Offerors shall provide a fixed percentage as the method of compensation in their proposal response. Offerors shall provide detailed information relative to the cost of services. The fixed percentage shall be applied to all monies deposited into the Owner's bank account in the prior month. Any prompt payment discount shall be stated separately within this section of the Offeror's proposal. The Owner shall have the option of reimbursing the fees monthly. The fees shall be based on net sums (gross receipts less refunds). Accounts returned to the Owner as deemed uncollectible as per the Owner's guidelines will not be included in Contractor's compensation as noted previously herein.

Owner's Goal: DFREM's goal is for the awarded Contractor to achieve an 80% return on collectible claims. Offerors shall include statements, references and documentation

to verify this as a realistic goal, or to propose proof of a more attainable goal, in their proposal response.

4.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

4.1 General Requirements

4.1.1 RFP Response. In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and seven (7) copies of each proposal must be submitted to the Procurement Division. The Offeror shall make no other distribution of the proposal.

4.1.2 Proposal Preparation

4.1.2.1 An authorized representative of the Offeror shall sign proposal. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

4.1.2.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

4.1.2.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Statement of Needs described.

4.1.2.4 Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.

4.1.2.5 Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia, in writing, on the form provided within this RFP (Attachment A, page 26) either before or at the time the data or other material is submitted. As noted on the form, Offerors must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The Owner reserves the right to ask for additional clarification prior to establishing protection.

4.2 Specific Proposal Requirements

4.2.1 Certification page and the return of this completed RFP inclusive of all required forms and any addenda, signed and filled out as required.

4.2.2 Qualifications of the Offeror and Project Team: Offerors shall elaborate their qualifications and experience by providing the following information:

4.2.2.1 Primary contact person and list of locations that will be providing services to the County.

4.2.2.2 Provide a brief history of the Offeror's business including any future plans or upcoming issues, especially those that would impact the Offeror's capacity to provide the services as listed in a timely and accurate manner.

4.2.2.3 Provide specific information of the Offeror's organizational structure, principals and personnel (including name, title, telephone number, and e-mail address) and resources dedicated to the Owner.

4.2.2.4 Provide resumes describing the qualifications, direct related experience, and noted responsibilities of the proposed project team members. Show only experience directly related to their assigned duties under any proposed contract.

4.2.2.5 Provide a minimum of three (3) client references for which similar services have been provided and dates when the service was provided. Include client name, address, telephone number, facsimile number, e-mail address, description of type of services performed, and person the Owner may contact.

4.2.2.6 Discuss the Offeror's capability to maintain compliance with Federal, State, and Local codes, laws and regulations governing the services provided.

4.2.2.7 Provide certified audited financial statements for the most recent fiscal year.

4.2.3 Project Methodology and Schedule: Provide a complete description of the proposed methodology for implementation of proposed ambulance billing services required subsequent to a contractual relationship with the Owner. Include how the Offeror proposes to plan and manage the implementation of the Statement of Needs

requirements outlined in this RFP; indicate in this section how your company would handle the additional workload DFREM and the Owner require. Describe the Offeror's understanding and capability to provide all items described in the Statement of Needs in the same order as listed in the RFP. Give an overview of normal workload and primary contacts' abilities to respond to the Owner's request for services on an "as needed" basis. Offerors shall include their technological capability and any innovative strategies for providing the services required in the Statement of Needs within this section of the proposal, for Owner evaluation and review, as well as toll free telephone service and Internet e-mail access provided by Offeror for assistance to the Owner. The time for the completion of the Project Scope, including but not limited to potential conversion from an existing provider, listed above is not to exceed six months from the date of execution of a Contract. The Contractor will be expected to submit a detailed schedule for tasks to be performed including time for presentations, critical points in the process and consultations with Owner staff and other interested groups. The Contractor shall also provide a schedule for all reporting requirements, noting when the reports will consistently be generated and sent to the Owner.

- 4.2.4 Sample Reports: The Owner is requesting a variety of reports as noted herein. Offerors shall include sample reports similar to the format the Owner requires in this section of the proposal, for Owner review and information.
- 4.2.5 Price Proposal: As noted in Section 3.14, Offerors shall provide detailed information for the cost of services, including any prompt payment discounts. Offerors shall indicate their ability to meet DFREM's goal for collections or propose an alternate suggested goal in this area of the proposal response. Offerors are advised to include any and all costs associated with a potential contract in their price proposal.
- 4.2.6 Subcontracting: Offerors shall state if any services are to be provided through a subcontractor or a third party. The subcontractor should be identified and include the qualifications and a list of key personnel in the Proposal response.
- 4.2.7 Draft Contract Document: If they prefer to utilize their own form of agreement, Offerors shall include a draft Contract with the Proposal. The Owner reserves the right to use its standard contract format and to negotiate changes to the Offeror's proposed contract format as required by Commonwealth of Virginia law.
- 4.2.8 Owner/DFREM Assistance: Offerors shall outline and identify anticipated involvement of the Owner including DFREM, Finance Department, Treasurer's Office, and Information Technology staff and anticipated hours necessary to produce the desired outcome.
- 4.2.9 Exceptions to RFP: Offerors shall indicate their acceptance of, or exception to, the RFP Terms and Conditions on the form provided (Attachment B, page 27). Note to Offerors: Section 41, Use of Contract by Other Public Bodies, indicates the Owner's intention to award a contract available for use by other public entities in the Commonwealth of Virginia, with the awarded Contractor's concurrence.

5.0 EVALUATION AND AWARD CRITERIA

5.1 Evaluation Criteria. An Evaluation Committee will evaluate the proposals using the following criteria.

5.1.1 Qualifications of the personnel proposed to provide services;

5.1.2 Offeror's qualifications and experience (includes references);

5.1.3 Project methodology, including technological capability of the Offeror, relative to all areas of the Owner's Statement of Needs;

5.1.4 Price proposal and ability to meet DFREM's goals as stated in Section 3.14.

5.2 Award of Contract: 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 evaluation factors included in the Request for Proposals, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Owner shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Owner may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359, Code of Virginia). Should the Owner 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 Owner reserves the right to request interviews with top-ranked Offerors as part of the evaluation process. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated. As noted previously, if the Owner elects to use the Offeror's proposed form of contract, additional terms may need to be negotiated and added to that contract as required by Commonwealth of Virginia law.

6.0 ADDITIONAL INFORMATION:

6.1 Contract Administration: The successful administration of this contract will require close coordination with the Contract Administrator. The Procurement Division has designated the DFREM Chief as the Contract Administrator. This individual, or his designee, is the interpreter of the conditions of the contract and the judge of its performance. He will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made must be authorized by the Procurement Manager and issued as a written amendment to the contract.

- 6.2 Contract Period: The initial term of this contract shall be for two (2) years from date of award. The Owner reserves the right to renew the contract for three (3) additional one-year periods under the terms and conditions of the original contract. Adjustments to fixed percentage fee may be negotiated only during the ninety (90) day period prior to renewal. The County shall give the Contractor written notice of renewal ninety (90) days prior to the expiration date of this agreement.
- 6.3 Ownership of Documents: Any reports, studies, photographs, negatives, or other documents prepared by the Offeror in the performance of its obligations under this contract shall be the exclusive property of the Owner (unless and except as noted herein) and all such materials shall be remitted to the Owner by Offeror upon completion, termination or cancellation of the contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Offeror's obligations under this contract without the prior written consent of the Owner.
- 6.4 Insurance Requirements: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
- The Contractor shall furnish the certificate of insurance for the coverage required, naming Fauquier County as additional insured, within five business days of the request, and shall continue to provide compliant insurance certificates throughout the term of the contract.
- 6.5 Unacceptable Performance: The Owner reserves the right to inspect all operations and to withhold payment for any work not performed or performed not in accordance with the specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner. The Contractor shall correct deficiencies within 24 hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/24/2009

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County and the Fauquier County School Board. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County, or the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

-
1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than three (3) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than three (3) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Division. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

6. **WITHDRAWAL OF BIDS/PROPOSALS:**
A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances: Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case

of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:
ADDRESSED AS INDICATED ON PAGE 1
IFB/RFP NUMBER, TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)
If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.
9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date.

At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a

Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **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 bids but prior to award, except in the event that the Owner 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 Owner 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 shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner 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. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

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

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner 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 Owner 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/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.

25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the bulletin board located on the 2nd Floor, 320 Hospital Drive, Warrenton, Virginia. Award results may be viewed at the Procurement Website at www.fauquiercounty.gov/government/departments/procurement.
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
29. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
30. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
31. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 4. The Owner's fiscal year is July 1 - June 30. Contractors are advised to submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
32. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
33. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
34. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.
35. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the

award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. 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.

2. 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.

3. 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.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

36. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.

37. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or

3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.

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

39. **DRUG-FREE WORKPLACE:** 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 of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor 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 the contract.

40. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- A. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- B. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
41. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** All resultant contracts will be extended, with the authorization of the Contractor, to other Public Bodies of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract.
- Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.
42. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
43. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services. Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.
44. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
45. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public

health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
1. Purchase Order Number, 2. Name of Article and Stock Number, 3. Quantity Ordered, 4. Quantity Shipped, 5. Quantity Back Ordered, 6. The Name of the Contractor.
Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or The School Board of Fauquier County, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the School Board of Fauquier County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible Bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeree appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeree to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the School Board of Fauquier County) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) 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 amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. Worker's Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
<u>X</u>	9. Fauquier County and/or Fauquier County School Board named as additional insured On Auto and General Liability Policies (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. 30 day written cancellation notice required for non-payment to Fauquier County and/or Fauquier County School Board – Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

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

FIRM

SIGNATURE

Revised 2/16/06 – tr

RETURN THIS PAGE

ATTACHMENT A
PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

NOTICE OF PROPRIETARY INFORMATION (CONTINUED):

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act, Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

RETURN THIS FORM WITH PROPOSAL RESPONSE IF APPLICABLE

ATTACHMENT B
EXCEPTIONS TO TERMS AND CONDITIONS OF RFP

Name of Offeror:

RFP Title: _____

Please list any exceptions to RFP below (not including specification exceptions, to be noted in a separate section of your proposal referring to each specification):

[illegible]**RETURN THIS FORM WITH PROPOSAL RESPONSE, IF APPLICABLE**