



COUNTY OF PRINCE WILLIAM

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

FINANCE DEPARTMENT
Purchasing

DATE: February 2, 2011

REQUEST FOR PROPOSAL: RFP110018

SUBJECT: Citizen Survey and Organizational Survey

PRE-PROPOSAL CONFERENCE

DATE: February 14, 2011

TIME: 10:00 A.M.

LOCATION: McCoart Building, Occoquan Conference Room
1 County Complex Court
Prince William, Virginia 22192

PROPOSAL DUE

DATE: February 23, 2011

TIME: 3:00 P.M. LOCAL TIME

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

PLEASE DIRECT CONTRACTUAL QUESTIONS CONCERNING RFP TO:

Bill Cleis
(703) 792-6776
wecleis@pwcgov.org

An Equal Opportunity Employer

RFP SUBMISSION FORM

Name of RFP: Citizen Survey and Organizational Survey
RFP Number: RFP110018

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

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

Indicate Which: Corporation ☐ Partnership ☐ Sole Prop. ☐
Minority Owned/Controlled Bus. Yes ☐ No ☐ Small Bus. Yes ☐ No ☐
Organized under the laws of the State of _____
Principal place of business at _____

Following are the names and address of all persons having an ownership interest of 5% or more in the Company:
(Attach more sheets if necessary)

Name	Address
_____	_____
_____	_____

SECTION II - CONFLICT OF INTERESTS

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

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

SECTION III - COLLUSION

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

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

Signature _____ Date _____

Name (Printed) _____ Title _____

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL SUBMISSION

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SECTION I

INTRODUCTION

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

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

I.1 Purpose of the Request

Prince William County Government is requesting proposals to conduct two distinct surveys - a community citizen satisfaction survey and an employee survey.

First, Prince William County Government is requesting proposals to conduct a community-wide citizen survey. The survey will be conducted in May/June, 2011 and will provide information on citizen satisfaction with existing services offered in Prince William County.

Second, Prince William County Government is requesting proposals to conduct a organization-wide employee survey. The survey will be conducted in 2011 and will provide information on employee satisfaction with services offered in Prince William County.

Proposals to provide services required for both surveys and proposals to perform services for either one of the two surveys will be considered.

I.2 Background Information

Prince William County is located in Northern Virginia, approximately 35 miles southwest of Washington, D.C. It is bounded on the north by Fairfax and Loudoun Counties, on the east by the Potomac River (Maryland), on the south by Stafford County and on the west by Fauquier County.

Prince William County encompasses a total area of 348 square miles (222,615 acres) and a total land area of 338 square miles. Prince William County includes within its boundaries the independent cities of Manassas and Manassas Park. The combined area of Prince William County and the independent cities is 360 square miles (230,594 acres). Federal land accounts for approximately 41,600 acres or 18.7% of the total area and includes Quantico Marine Corps Base, Manassas National Battlefield Park, Prince William Forest Park, Occoquan Bay National Wildlife Refuge and Featherstone National Wildlife Refuge. Prince William County includes four incorporated towns and fourteen census designated places (CDPs), that is, unincorporated population centers designated by the U.S. Census Bureau for data collection purposes.

The current estimated population of Prince William County is 398,183 (as of June 15, 2010) which is approximately 1,175 persons per square mile of land area, compared to 831 in 2000. According to the 2000

Census, Prince William County is the third most populous jurisdiction in Virginia.

Results from the Census Bureau's 2008 American Community Survey indicated that 60.3% of the County's population was White, 19.3% was African American, 7.0% was Asian or Pacific Islander, 0.4% was American Indian and/or Alaskan Native, 8.9% was of other races and 4.1% was of two or more races. Approximately 19.1% of the population was of Hispanic Origin (any race).

Prince William County has an eight member elected Board of County Supervisors, including seven Magisterial District Supervisors and one At-Large Chairman.

Additional demographic information can be found on the Prince William County web site at <http://www.pwcgov.org/default.aspx?topic=040060002030000189>.

Citizen Survey History

Prince William County has conducted a citizen satisfaction survey on an annual basis since 1993. The survey provides information on citizen satisfaction with existing services in Prince William County, including measuring the overall satisfaction with the quality of life in Prince William County and accurately identifying demographical and household characteristics of respondents.

Each survey was conducted by the University of Virginia's Center for Survey Research by telephone during the spring/summer. The 2008 survey was the first year to include cell phone respondents. In 2010, the Citizen survey included interviews conducted in English and Spanish. To view recent copies of Citizen survey reports, go to the Prince William County web site www.pwcgov.org/accountability.

Organizational Survey History

Prince William County has conducted four biennial organizational surveys with the University of Virginia's Center for Survey Research. The fourth survey conducted in 2010 included responses from 2,116 full-time and part-time employees. 97% of the survey respondents submitted the survey electronically with 3% completing paper versions of the survey.

The survey is an anonymous self-administered survey (filled out via the web and mail) of all current employees of Prince William County. The majority of respondents complete the Organizational survey by accessing a web-based survey tool. To view copies of recent Organizational survey reports contact the Budget and Analysis Office at 703-792-6720.

I.3 Scope of Work

I.3.1 Citizen Survey

The selected firm will be expected to perform the following scope of work:

- Consult with Prince William County staff concerning the survey goals and objectives.
- Recommend a data collection method and provide a rationale for the recommendation, including multi-lingual options.

- Recommend survey questions, design, and methodology, subject to the County's final approval.
- If the survey design and data collection methods differ from that used in the past, provide a description of the methodology needed to be able to do year over year comparisons.
- Identify and select a random sample of Prince William County residents to be surveyed, including accurately identifying the demographic and household characteristics of respondents.
- Conduct a pretest of the survey instrument.
- Obtain responses from the number of citizens that will ensure a maximum 95% confidence interval for data.
- Conduct data entry and quality control review for all completed surveys.
- Report the demographic characteristics of respondents and describe how you will weight the data, include breakdowns of data collected by different regions within Prince William County.
- Provide comparative benchmarks to show how the results for the jurisdiction compare to selected results from other regional and/or national communities. Provide comparative data to prior year Citizen survey responses, if possible.
- Complete a final report that will include an executive summary, results for each survey question, appropriate charts and graphs, detailed survey methodology, and a copy of the survey instrument.
- Provide an electronic copy of the final report for distribution on the Prince William County web site. Provide a minimum of 20 printed and bound copies of the final report.
- Provide an electronic copy of the data in SPSS and Microsoft Excel file in Windows, except for any information that would make a respondent personally identifiable.
- Create and conduct a presentation of survey results to the Prince William County Board of County Supervisors by the first week of August, 2011. Provide a minimum of 15 printed and bound copies of the final presentation.

I.3.2 **Organizational Survey**

The selected firm will be expected to perform the following scope of work:

- Consult with Prince William County staff concerning the survey goals and objectives.
- Recommend survey questions, design, and methodology, subject to the County's final approval.
- Recommend a data collection method and provide a rationale for the recommendation.
- Design an anonymous self-administered survey of all current full-time and part-time employees of Prince William County.
- Develop an anonymous process to encourage and promote participation of County employees and maintain complete anonymity of survey participants.
- Conduct a pretest of the survey instrument.
- Obtain responses from County employees that will ensure a maximum 95% confidence interval for data.
- Conduct data entry and quality control review for all completed surveys.
- Provide comparative data to results from prior Organizational surveys.
- Complete a final report that will include an executive summary, results for each survey question, appropriate charts and graphs, detailed survey methodology, and a copy of the survey instrument. Provide an electronic copy of the final report for distribution on the Prince William County Intranet site. Provide a minimum of 20 printed and bound copies of the final report.
- Provide an electronic copy of the data in SPSS and Microsoft Excel file in Windows, except for any information that would make a respondent personally identifiable.
- Create and conduct a presentation of survey results to Prince William County Executive Management staff and a presentation to County staff by late Spring 2012.

I.4 Task Request Procedure

As County projects become known, the County shall provide a task request to the Contractor. The Contractor shall submit a task proposal to the County for each project based on the Contractor's Schedule of Rates.

The County may request a meeting with the Contractor to discuss the proposed scope of work. Based upon the request and any subsequent meetings/negotiations, the Contractor shall prepare a written task proposal within ten (10) calendar days from the County's task request.

The Contractor's task proposal should include, but not be limited to, the following:

1. The detailed scope of work, terms and conditions, other related special conditions, and management plan.
2. Key personnel assigned to the task.
3. The detailed cost of deliverables.
4. The estimated staffing by position title, estimated number of hours for each, billable rates of pay, and total estimated cost for the task. All expenses shall be included in the hourly rate and shall cover salary, benefits, profit, and all other expenses for overhead, insurance, equipment, etc.
5. Identify subcontractors required for the task. Provide detailed information as required in item 4.
6. Reimbursable costs required for the task. Reimbursable costs shall consist of non-employee costs such as postage, copying charges, transportation, etc.
7. A list of any materials or information required from the County to complete the task order scope of services. The Contractor shall be responsible for obtaining information from the County at its own cost and expense for those items that are generally available to the public and are also essential for completion of the task. Those items shall be furnished when available and in the form available.
8. Proposed dates of work commencement and completion.
9. Contractor shall sign and date task proposal.

The Contractor may propose additional subcontractors for disciplines not already identified in the contract. Such subcontractors shall require approval by the Contract Administrator.

The County may request that the Contractor make an oral presentation. Such a presentation may include, but is not limited to, explanations of the proposed approach, workplan, and cost estimate.

No compensation shall be paid to the Contractor for the preparation and delivery of task proposals. The County reserves the right to request from the Contractor additional information as determined necessary prior to commencing with negotiations.

Within seven calendar days from final negotiations, the Contractor shall prepare and deliver the best and final task proposal to the Contract Administrator. The Contractor's final proposal shall be attached and incorporated in the final executed task order and made a part thereof. No work shall begin until the Contractor receives a fully-executed Task Request and Purchase Order.

Hidden conditions and additional services required outside the original task order shall be addressed and a cost agreed upon between the County and the Contractor. A Change Order to the Task Order and Purchase Order shall be issued before these services are performed.

I.5 Requirement for Vendor Registration

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

www.pwcgov.org/eServices/eProcurement

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

I.6 Period of Contract

The term for this Contract shall be for one (1) year from date of execution with 4/1 year options.

I.7 Reports

Bi-weekly written progress reports shall be made to the County. The reports shall begin when the project commences and end when the final report is presented. The reports shall indicate the current status of all phases of the project, any problems and projected resolution, and expected completion date.

A final report will be prepared summarizing the project and the Contractor's recommendations. The Contractor shall deliver a final report on or before the last day of the period of performance specified in the Contract. A copy of the cover letter transmitting the report shall be submitted to the Purchasing Manager.

I.8 Project Schedule

The desired completion date for each deliverable or task is:

Task	Completion Date
Citizen Survey	August 2011
Organizational Survey	Spring 2012

I.9 RFP Questions

Address questions concerning contractual matters of this RFP to:

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

Address questions concerning the technical requirements of this RFP to:

Name: Michael Hurlocker
 Telephone: 703-792-6720
 Fax: 703-792-6629
 Email: mhurlocker@pwcgov.org

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

I.10 Pre-Proposal Conference

A pre-proposal conference will be held on February 14, 2011 at 10:00 A.M..

The location of the pre-proposal conference is:

Occoquan Conference Room, McCoart Building
1 County Complex Court
Prince William, Virginia 22192

Those offerors interested in attending should contact:

Name: Bill Cleis
Telephone: (703) 792-6776

I.11 Decision Not To Respond

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

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

I.12 Posting of Award

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

I.13 Ownership of Intellectual Property

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the County. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the County to evidence the County sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

SECTION II

PROPOSAL REQUIREMENTS

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

II.1 Effect of Proposal Submission

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

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

II.2 Due Date and Copies Returned

Responses are due no later than February 23, 2011, 3:00 P.M. local time. The County shall not accept proposals after that date and time.

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

Copies	Part	Description
5	A	Technical Proposal
5	B	Cost Proposal

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

The two parts of the proposal, the required RFP Submission Form (see following paragraphs), and the Insurance Checklist (See Section III of this RFP) must be placed in a clearly labeled package marked as follows: "RFP No. RFP1100XX".

Deliver the sealed proposal to:

William Cleis, Interim Purchasing Manager
Finance Department - Purchasing Office
Prince William County
1 County Complex Court (MC460)
Prince William, Virginia 22192-9201

II.3 RFP Submission Form

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

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

II.4 Conflict of Interests

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

II.5 Collusion

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

II.6 Ownership

The County requires all firms submitting proposals to indicate their form of organization and current principal place of business. In addition, proposals must list the names and addresses of any ownership interest of 5% or more in the firm(s) responding to this RFP.

II.7 Confidentiality

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

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

II.8 Proposal Format Instructions

The County will follow the evaluation process and selection criteria described in Section III of this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. Proposals should be no longer than 5 pages, double-sided (not including resumes, attachments and samples). Five copies of the proposal should be provided. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate:

- Understanding the County's Requirements (ability to work with local governments)
- Approach (recommended methodology) and Workplan
- Management Plan and Timetable
- Project Team Qualifications and Experience
- Firm Experience and Capabilities

- References from clients with similar survey needs
- Commitment to provide continuity with existing surveys
- Additional and special services available or offered
- Cost Proposal (bound separately)

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

1. Understanding the County's Requirements

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

2. Approach and Workplan

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

Describe your understanding of the assignment, the process that will be used to complete it, and the proposed schedule for completing the work.

- Be sure to include the following information:
 - The firm will provide justification for its mode recommendation. The strengths and weaknesses of each mode choice should be provided.
 - Specify how the firm will implement a systematic or random sampling method that will assure eligibility of all households within Prince William County. The firm should describe explicitly the source of the sample list.
 - Specify how the firm will select a household member for participation in the survey.
 - Describe how the firm will survey hard-to-reach residents (e.g., non-English speaking residents).
 - Describe the process of instrument construction and pilot-testing. List of assumptions about survey length and number of open-ended questions. The proposal also should specify the consultant's expectations of the amount and/or process of collaboration on the survey instrument and/or the project.
 - Describe the process of data collection: Minimum number of phone or mail contacts, tracking and recording of nonresponses, quality control measures to be used, calculation and report of response rate.
 - Describe how the data will be entered into the analysis program and note the statistical software package to be used. Describe any corrections that will be made for possible non-response bias.
 - Describe methods for benchmarking data, including sources of benchmark data and how the benchmark data were collected.
 - Specify the format of the report (Word, PowerPoint, PDF, etc.) and how many hard-copies of the final report are provided.
 - Specify any optional services offered.

The proposal must address in depth the Offeror's plans to meet the requirements of each of the tasks and activities outlined in the "Scope of Work" of this RFP. The workplan must discuss the staffing level(s)

required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The workplan also must include a task-by-task schedule of the time required to complete the project. The proposal should also discuss documentation and/or authorizations that will be required from the County, anticipated problem areas, proposed solutions to the problem areas, etc.

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

3. Management Plan and Timetable

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

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

4. Project Team Qualifications and Experience

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

- Designate a Project Manager.
- Include the organization, functional discipline, and responsibilities of project team members.
- Provide a complete resume or description of each team member's education, professional experience, length of time employed by the Offeror and/or a subcontractor. Submit brief biographies of all individuals who will work on this project, detailing relevant experience and outlining each person's respective function with this project. The firm principal or project manager who will be responsible for completing the project tasks must be identified.

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

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

5. Firm Experience and Capabilities

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

- Summarize the organizational structure and size of the company plus its date of organization and current principal place of business.

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

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

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

6. References

This section of the Offeror's proposal should:

- List or describe representative clients currently served, both nationally and by the local office, focusing on clients similar in size and complexity to Prince William County.
- Describe three similar projects in which the firm has related experience. Please include contact name, title, address, telephone number, and email address for each reference. Consultants may submit one sample Citizen survey and Organizational survey report that was prepared for a similar project.

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

7. - Additional and Special Services Available or Offered

Please indicate any additional services that the client may request or the firm has to offer. If any additional services are offered, show them separately from the single “not-to-exceed” amount in the fee proposal section

8. Cost Proposal (Bound Separately)

This element of the Offeror's proposal must be bound separately and should contain the total cost of the proposed services. Costs to perform the services are to be identified using the following format:

The proposal should include a “not-to-exceed” fee estimate for the described scope of work, including fees for services that would supplement the scope of work or are anticipated to be needed in order to complete all required tasks. Show separately the single “not-to-exceed” amount and the cost for any additional services that the client may request or the firm has to offer.

The Offeror shall identify a payment schedule linked to deliverables. Payment will be made to the Contractor only as segments of the project are delivered and accepted by the County.

The Offeror should explain and provide details of any conditions that might increase or reduce the cost of the proposed services.

The detailed basis for the proposed cost of these services, such as per hour cost or per employee cost, should likewise be provided. Costs must include all items, such as professional time, travel, data processing, forms, printing, or other expenses included in your proposed cost.

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

The County is exempt from the payment of any Federal excise tax and Virginia sales tax. However, when under established trade practice, any Federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of Federal tax, as a flat sum, which shall be deducted by the County.

II.9 Non-Discrimination Against Faith-Based Organizations

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

II.10 Immigration Reform and Control Act of 1986

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

SECTION III

SELECTION OF CONTRACTOR

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

III.1 Approving Authority

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

III.2 Selection Committee

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

III.3 Basis for Award

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

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

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

III.4 Evaluation Criteria

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

Maximum Points	Evaluation Criteria
20	Understanding the County's requirements
20	Approach and workplan
15	Management plan and timetable
15	Project team qualifications and experience
15	Firm experience and capabilities
10	References from clients with similar survey needs

5	Additional and special services available or offered
100	Total

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

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

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

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

III.5 Prime Contractor

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

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

III.6 Contract Development

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

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

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

III.7 Contingency of the Contract Award

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

- the budget and appropriation of funds (if necessary) by the Board of County Supervisors, and

- the successful negotiation of contractual terms agreeable to both parties.

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

III.8 Standard Contract for Services

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

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

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

III.9 Type of Contract

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

III.10 Purchase Order

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

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

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

III.11 Acceptance, Invoicing, and Payment

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

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

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

III.12 Insurance

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

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

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

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

PRINCE WILLIAM COUNTY, VIRGINIA
INSURANCE CHECKLIST

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

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

OFFEROR AND INSURANCE AGENT STATEMENT

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

OFFEROR

INSURANCE AGENCY

SIGNATURE

SIGNATURE

ATTACHMENT A

S-A-M-P-L-E

STANDARD CONTRACT FOR SERVICES

CONTRACT:

SUBJECT: Citizen Survey and Organizational Survey

Between:

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

703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

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

SECTION I

SPECIAL PROVISIONS

I.1 Definitions

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

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

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

"Contractor" shall mean:

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

I.2 Contract Period

The term for this Contract shall be for period of project from date of execution.

I.3 Incorporation of Documents

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

1. Contractor's Proposal entitled _____ and dated _____.
2. County's Solicitation number RFP1100XX title Citizen Survey and Organizational Survey and dated January 4, 2011.

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

I.4 Provision of Services

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

I.5 Contract Amount

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

I.6 Method of Payment

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

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

I.7 Time of the Essence and Completion

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

I.8 Key Personnel

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

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

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

I.9 Inspection and Acceptance

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

I.10 Insurance

The Contractor shall maintain insurance, in an amount and a form set forth in RFP1100XX.

I.11 Hold Harmless

The Contractor hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all injuries, damages and losses however or by whomever sustained, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with work under this Contract.

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

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

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

II.2 Modifications or Changes to the Contract

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

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

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

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

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

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

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

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

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

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

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

II.5 Claims/Disputes

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

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

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

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

claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

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

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

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

II.6 Termination for Convenience of the County

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

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

Upon receipt of such Notice, the Contractor shall:

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

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

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

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

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- a. Cost of work performed or supplies delivered;
- b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
- c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.

2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

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

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

II.7 Termination for Default

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

II.8 Termination for Non-Appropriation of Funds

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

II.9 Payments to Subcontractors

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

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

II.10 Examination of Records

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.11 Ethics in Public Contracting

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

II.12 Governing Law and Choice of Forum

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

II.13 Immigration Reform and Control Act of 1986

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

II.14 Integration

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

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

CONTRACTOR

CONTRACTOR NAME

County Representative

Contractor Representative

Title

Title

ATTEST:

Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

Date: _____