NOTICE OF RENEWAL OF CONTRACT

TO: JPMORGAN CHASE BANK, N.A.
COMMERCIAL CARD MANAGER
MAIL CODE I1-0199
300 SOUTH RIVERSIDE PLAZA, 18TH FC
CHICAGO, IL 60670-0199

DATE ISSUED: AUGUST 10, 2012
CURRENT REFERENCE NO: 388-10

CONTRACT TITLE: DMP - PURCHASE CARD PROGRAM

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Award is effective AUGUST 14, 2012 and expires on AUGUST 13, 2014.

The contract documents consist of the terms and conditions of Fairfax County Contract No. RQ06-828337-42A including any exhibits attached or amendments thereto.

CONTRACT PRICING:

REFER TO FAIRFAX COUNTY CONTRACT NO. R06-828337-42A AND PARTICIPATION AGREEMENT BETWEEN ARLINGTON COUNTY AND JPMORGAN CHASE.

ATTACHMENTS:

1) PARTICIPATION AGREEMENT BETWEEN ARLINGTON COUNTY AND JPMORGAN CHASE
2) FAIRFAX COUNTY CONTRACT NO. R06-828337-42A
3) FAIRFAX COUNTY REQUEST FOR PROPOSALS NO. RFP06-828337-42

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: DEBRA RAUSCHERT
VENDOR TEL. NO.: 847-658-8061

VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR EMAIL: DEBRA.RAUSCHERT@JPMCHASE.COM

COUNTY CONTACT: RICHARD WARREN
COUNTY TEL. NO.: 703-228-3410
COUNTY EMAIL: RWARREN@ARLINGTONVA.US

CONTRACT AUTHORIZATION DISTRIBUTION

8/10/12 VENDOR: 1
Mr. Ashley Barnes BID FOLDER: 2
Procurement Officer
NOTICE OF RENEWAL OF CONTRACT

TO: JPMORGAN CHASE BANK, N.A.  
COMMERCIAL CARD MANAGER  
MAIL CODE I11-0199  
300 SOUTH RIVERSIDE PLAZA, 18TH FL  
CHICAGO, IL 60670-0199

DATE ISSUED: AUGUST 15, 2011  
CURRENT REFERENCE NO: 388-10  
CONTRACT TITLE: PURCHASE CARD PROGRAM

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Award is effective AUGUST 14, 2011 and expires on AUGUST 13, 2012.

This is the FIFTH year award notice of a possible NINE year contract.

The contract documents consist of the terms and conditions of Fairfax County Contract No. RQ06-828337-42A including any exhibits attached or amendments thereto.

CONTRACT PRICING:

REFER TO FAIRFAX COUNTY CONTRACT R06-828337-42A AND PARTICIPATION AGREEMENT BETWEEN ARLINGTON COUNTY AND JPMORGAN CHASE.

ATTACHMENTS:

1) PARTICIPATION AGREEMENT BETWEEN ARLINGTON COUNTY AND JPMORGAN CHASE

2) FARIFAX COUNTY CONTRACT R06-828337-42A

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: DEBRA RAUSCHERT  
VENDOR TEL. NO.: 847-658-8061  
VENDOR PAYMENT TERMS: NET 30 DAYS  
VENDOR FAX. NO.: 847-658-8217  
TAX IDENTIFICATION NUMBER (EIN/SSN): 134994650-01  
EMAIL ADDRESS: DEBRA.RAUSCHERT@JPMCHASE.COM

COUNTY CONTACT: MR. ASHLEY BARNES  
COUNTY TEL. NO.: 703-228-3405

CONTRACT AUTHORIZATION

Mr. Ashley Barnes
Buyer

DATE

DISTRIBUTION

VENDOR: 1  
BID FOLDER: 2
PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this 31st day of December, 2008 ("Effective Date"), by and between Arlington County, Virginia (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") each a national banking association.

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of August 14, 2006 (the "Commercial Card Agreement") between County of Fairfax, Virginia (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

1. Definitions. Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.

2. Mutual Obligations. By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement attached hereto as Exhibit A. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

3. Notices. Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank: JPMorgan Chase Bank, N.A.
300 South Riverside Plaza, Ste IL1-0199
Chicago, Illinois 60670-0199
Attn: Commercial Card Contracts Manager

To the Participant: Arlington County, Virginia
2100 Clarendon Blvd., Suite 500
Arlington, Virginia 22201
Attn: Pamela Flayes

4. Miscellaneous. This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Virginia, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of
this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

**BANK:**

By: [Signature]

Name: Clare T. Trauth

Title: Vice President

**PARTICIPANT:**

By: [Signature]

Name: Pamela Hayes

Title: Assistant Purchasing Agent

**Participant Attestation:**

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By: [Signature]

Name: Richard D. Warren, Jr., CPPB

Title: Arlington County Purchasing Agent

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.*
EXHIBIT A

County of Fairfax, Virginia
Commercial Card Agreement

(separate document sent electronically)
AMENDMENT NO. 2

CONTRACT TITLE: Procurement Card (Credit Card) Services

CONTRACTOR: JPMorgan Chase Bank, N.A.
Commercial Card Solutions
Mail Code IL1-0199
300 South Riverside Plaza, 18th Floor
Chicago, IL 60670-0199

VENDOR CODE: B134994650 01

CONTRACT NO.: RQ06-828337-42A

Date: APR 11 2011

By mutual agreement, due to an administrative error, Contract RQ06-828337-42A is amended to incorporate the attached Second Amendment to the Commercial Card Agreement.

All other prices, terms and conditions remain the same.

ACCEPTANCE:

BY: Claire J. Traft
(Signature)

CLARET Trauth
(Printed)

Vice President

4/11/11
(Date)

Steve Pierson, CPPB, VCO
Contracts Manager

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Finance – Accounts Payable/e
DPSM – Pat Orlando/e
FCPS, Supply Ops – Ron Hull/e
FCPS – Doris Manyfield/e

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800-828-1140, Fax: (703) 324-3228
SECOND AMENDMENT TO
COMMERCIAL CARD AGREEMENT | JPMORGAN CHASE BANK, N.A.

V 1.0_12_15_08

THIS SECOND AMENDMENT (the "Amendment") to Commercial Card Agreement (the "Agreement") dated as of August 14, 2006 between JPMorgan Chase Bank, N.A. or Chase Bank, USA, N.A. as may be determined from time to time, (the "Bank"), and Fairfax County, Virginia (the "Client") is made as of ______________ (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

1. Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. Exhibit B. The 'Past-Due Fees' section of the Fees-US-TSYS section of Exhibit B to the Agreement is hereby amended by deleting the Late fee and Finance Charge and replacing them with the following:

<table>
<thead>
<tr>
<th>PAST-DUE FEES</th>
<th>Individual Bill: 2.5% of balances two or more cycles past due.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Late fee</td>
<td>Individual Bill: 2.5% of balances two or more cycles past due.</td>
</tr>
</tbody>
</table>
| Finance charge| Central Bill: Prime + 2% is applied to the average daily, which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date. **Finance charge waived for Fairfax County Local Schools Accounts

3. Continued Effect. Except to the extent amended hereby, all terms, provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

4. Counterparts. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

BANK

By: ____________________________________________
Name: __________________________________________
Title: ____________________________________________

FAIRFAX COUNTY, VIRGINIA

By: ____________________________________________
Name: __________________________________________
Title: ____________________________________________

Client Attestation: The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Amendment.

By: ____________________________________________
Name: __________________________________________
Title: ____________________________________________
AMENDMENT NO. 1

CONTRACT TITLE: Procurement Card (Credit Card) Services

CONTRACTOR: JPMorgan Chase Bank, N.A.
Commercial Card Solutions
Mail Code IL1-0199
300 South Riverside Plaza, 18th Floor
Chicago, IL 60670-0199

VENDOR CODE: B134994650 01

CONTRACT NO.: RQ06-828337-42A

NOV 08 2010

By mutual agreement, Contract RQ06-828337-42A is amended to incorporate the attached First Amendment to the Commercial Card Agreement.

All other terms and conditions remain the same.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION
Finance – Accounts Payable/e
DPSM – Pat Orlando/e
FCPS, Supply Ops – Ron Hull/e
FCPS – Doris Manyfield/e

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA  22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228
FIRST AMENDMENT TO
COMMERCIAL CARD AGREEMENT | JPMORGAN CHASE BANK, N.A.

THIS FIRST AMENDMENT (the "Amendment") to Commercial Card Agreement (the "Agreement") dated as of August 14, 2006 between JPMorgan Chase Bank, N.A. or Chase Bank, USA, N.A. as may be determined from time to time, (the "Bank"), and Fairfax County, Virginia (the "Client") is made as of _____________ (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

1. Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. Acknowledgement. The parties mutually agree to the renewal term of the Agreement as follows:

*The term of the Agreement shall be renewed through August 13, 2014.

3. Amendment. The third sentence of Section 14 of the Agreement is hereby deleted in its entirety and restated to read as follows:

*"Neither party shall be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages."

4. Exhibit B. Exhibit B to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit B in the form attached hereto.

5. Amendment. The Agreement is hereby modified to incorporate a new Exhibit C with the title 'Single Use Accounts Addendum' as attached hereto.

6. Continued Effect. Except to the extent amended hereby, all terms, provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

7. Counterparts. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

BANK

By: ______________________________
Name: ______________________________
Title: ______________________________

FAIRFAX COUNTY, VIRGINIA

By: ______________________________
Name: Cathy A. Muse, CPO
Title: Director/County Purchasing Agent

Client Attestation:

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Amendment.

By: ______________________________
Name: ______________________________
Title: ______________________________

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.
DEFINITIONS

"Association" means either MasterCard or Visa.

"Average Fileturn" means the number of days between the transaction posting date and the posting date of payment in full, averaged over the rebate calculation period.

"Average Large Ticket Transaction Size" means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume.

"Average Payment Terms" means the Average Fileturn minus half the number of calendar days in the billing cycle, as specified in the Settlement Terms.

"Charge Volume" means total U.S. dollar charges made on a Bank Commercial Card, net of returns, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Combined Charge Volume" means the aggregate of Charge Volume plus Single Use Charge Volume.

"Credit Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding Fraud Losses.

"Fairfax County Consortium" means Fairfax County, and other public entities eligible to participate in the Program that have been approved by the Bank for participation.

"Fraud Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible as a result of a card being lost, stolen, misappropriated, improperly used or compromised, subject to Section 4B of the Agreement.

"Gross Charge Volume" means Combined Charge Volume plus Large Ticket Transaction Volume.

"Large Ticket Transaction" means a transaction that the Associations have determined is eligible for a Large Ticket Rate.

"Large Ticket Transaction Volume" means total U.S. dollar Large Ticket Transactions made on a Bank Commercial Card, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Losses" means all Credit Losses and Fraud Losses.

"Participant" means Fairfax County and other public entities approved by the Bank to participate under the Commercial Card Purchasing and Single Use Account programs provided to Fairfax County, VA under this Agreement and which have executed a participation agreement in such form as provided by the Bank from time to time.

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

"Single Use Charge Volume" means total U.S. dollar charges made on a Virtual Single Use Account used in connection with the Single Use System, net of returns, and excluding Large Ticket Transactions, cash advances, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Virtual Single Use Account" means a Card-less Account used in connection with a single, unique transaction.
## REBATES

### Volume and Average Fileturn Rebates

Bank will pay the Client a rebate based on the annual Combined Charge Volume and Average Fileturn tier achieved in the following schedule. Rebates will be paid on the Gross Charge Volume. Average Fileturn is based on each individual consortium Participant's Settlement Terms.

<table>
<thead>
<tr>
<th>Annual Charge Volume</th>
<th>Cycle length/days to pay - Average Fileturn Days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>$40,000,000</td>
<td></td>
</tr>
<tr>
<td>$45,000,000</td>
<td></td>
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<tr>
<td>$50,000,000</td>
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<td>$70,000,000</td>
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<td>$75,000,000</td>
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<td>$80,000,000</td>
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<td>$90,000,000</td>
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<td>$210,000,000</td>
<td></td>
</tr>
<tr>
<td>$220,000,000</td>
<td></td>
</tr>
<tr>
<td>$230,000,000</td>
<td></td>
</tr>
</tbody>
</table>
Single Use Account Adjustment

A Participant must achieve a minimum of $5 million in Single Use Charge Volume to qualify for rebate payment. If the $5 million level is not achieved by a Participant, the Single Use Charge Volume for that Participant will be included for purposes of determining the annual rebate rate; however, no rebate shall be paid to that Participant.

Large Ticket Rebate – Single Use Account Program Only

If the Large Ticket Transaction Volume is less than or equal to 20% of Gross Charge Volume, the Bank will pay a rebate on such Large Ticket Transaction Volume at the same rate as Charge Volume.

If the Large Ticket Transaction Volume exceeds 20% of Gross Charge Volume, the Bank will pay (i) a rebate on the first 20% of the aggregate Large Ticket Transaction Volume at the same rate as Charge Volume and (ii) a rebate on the aggregate Large Ticket Transaction Volume in excess of 20% of Gross Charge Volume according to the rebate grid below:

<table>
<thead>
<tr>
<th>Average Large Ticket Trans Size</th>
<th>Rebate Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7100 - 10000</td>
<td>0.60%</td>
</tr>
<tr>
<td>$10000 - 15000</td>
<td>0.55%</td>
</tr>
<tr>
<td>$15000 - 20000</td>
<td>0.50%</td>
</tr>
<tr>
<td>$20000 - 25000</td>
<td>0.45%</td>
</tr>
<tr>
<td>&gt;$25000</td>
<td>0.40%</td>
</tr>
</tbody>
</table>

1In the event of a reduction in interchange rates by the Associations, the Bank reserves the right to ratably adjust the rebate rates accordingly upon 120 days prior written notice. Bank will provide documentation from the Association indicating such interchange rate reduction unless such disclosure is restricted by the Association.
General Rebate Terms

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Credit Losses and those Fraud Losses which exceed $25,000 per calendar year consisting of: (i) up to $12,500 for Fairfax County program and (ii) up to $12,500 for Fairfax County Schools program, subject to Section 4B of the Agreement. If Losses exceed the rebate earned for any calendar year, Bank will invoice the Client for the amount in excess of the rebate, which amount shall be payable in 14 days. Upon termination of the Program, the Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Losses for the prior six-month period.

Rebate payments will be made in the first quarter for the previous calendar year via wire transfer to an account designated by the Client.

To qualify for any rebate payment, all of the following conditions apply.

a. Settlement of any centrally billed account(s) must be by automatic debit or by Client initiated ACH or wire.
b. Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 30 & 30 for the purchasing card program and 30 & 14 for the single use account program.
c. The Client must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
d. The Client is not in Default under the Agreement.
The following are the fees associated with our purchasing programs in the United States:

**PROGRAM FEES**

<table>
<thead>
<tr>
<th>Fee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual card fee</td>
<td>$35.00 per card (waived)</td>
</tr>
<tr>
<td>Cash advance fee</td>
<td>2.0% ($3.00 minimum)</td>
</tr>
<tr>
<td>Convenience check fee</td>
<td>2.0% of check amount ($1.50/check minimum; keying of payee name $1 per check)</td>
</tr>
<tr>
<td>Rejected convenience check</td>
<td>$29.00</td>
</tr>
<tr>
<td>Convenience check stop payment</td>
<td>$29.00</td>
</tr>
<tr>
<td>Standard card replacement</td>
<td>$0.00 per card</td>
</tr>
<tr>
<td>Card reinstatement</td>
<td>$0.00</td>
</tr>
<tr>
<td>Emergency (rush) card replacement</td>
<td>$25.00 if affected through bank. (Bank’s fee waived for first 25 cards each year) If affected through Association, the Company shall pay any fees charged by Association for emergency card replacement.</td>
</tr>
<tr>
<td>Return check (payment)</td>
<td>$15 per return</td>
</tr>
<tr>
<td>ACH return</td>
<td>$0.00</td>
</tr>
<tr>
<td>Document retrieval</td>
<td>Dispute-related: $0.00</td>
</tr>
<tr>
<td></td>
<td>Non-dispute-related: $8 per document</td>
</tr>
<tr>
<td>Duplicate statement</td>
<td>$5 - per statement</td>
</tr>
<tr>
<td>Currency conversion fee</td>
<td>1% surcharge (association pass through)</td>
</tr>
<tr>
<td>Dormant credit balance fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Over-limit fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Miscellaneous fees</td>
<td>None</td>
</tr>
</tbody>
</table>

**PAST-DUE FEES**

<table>
<thead>
<tr>
<th>Fee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Late fee**</td>
<td>$10 per account past one cycle due for individually billed accounts, and 1% for centrally billed account for one cycle past due.</td>
</tr>
<tr>
<td>Delinquency fee: 2.5% of balances two or more cycles past due.</td>
<td></td>
</tr>
<tr>
<td><strong>Late fee waived for Fairfax County Schools Accounts</strong></td>
<td></td>
</tr>
<tr>
<td>Finance charge</td>
<td>Prime + 2% is applied to the average daily, which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date.</td>
</tr>
<tr>
<td>Delinquency fee</td>
<td>None</td>
</tr>
<tr>
<td>Charged as determined by either late fee or finance charge or both as outlined above. Will be the same rate/fee as late fee/finance charge.</td>
<td></td>
</tr>
</tbody>
</table>
CARD DESIGN

Basic plastic $0.00
Client logo plastic $0.00
Customized plastic At cost (pass-through), based on complexity of design, subject to a 1,000 card minimum

TRAINING AND CONSULTING

Bank's site $0.00 (client T&E not included)
Training at your site(s) $0.00 for first session; additional sessions @ $950/day

TECHNOLOGY SERVICES

Paper statements $0.00
Electronic payment fee $0.00
Pathway Net/PaymentNet/SDOL Custom Programming Fee: $150 per hour, minimum 4 hours *Waived for four custom mapper files
SDOL Monthly Maintenance Fee: $50 per month per program (waived if annual charge volume is greater than $5million)

SDOL custom mapper: Priced by MasterCard: pass-through charge

OPTIONAL PROGRAM/TECHNOLOGY SERVICES

File transfer using SFTP Daily—$500.00/month
Weekly—$250.00/month
Bi-weekly—$125.00/month
Monthly—$75.00/month
PaymentNet setup fee Waived
Smart Data OnLine (SDOL) setup fee $0.00

Should Client request services not in this schedule, Client agrees to pay the fees associated with such services.
### Fees – US – EDS/Single Use Accounts

The following are the fees associated with EDS and single-use account programs in the United States:

#### PROGRAM FEES

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual card fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cash advance fee</td>
<td>2.5% ($2.50 minimum)</td>
</tr>
<tr>
<td>Convenience check fee</td>
<td>2% of check amount ($1.50/check minimum)</td>
</tr>
<tr>
<td>Rejected convenience check</td>
<td>$0.00 per occurrence</td>
</tr>
<tr>
<td>Convenience check stop payment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Return check (payment)</td>
<td>$15 per return</td>
</tr>
<tr>
<td>ACH return</td>
<td>$20 per return</td>
</tr>
</tbody>
</table>
| Document retrieval             | Dispute-related: $0.00  
Non-dispute-related: 3 copy requests free, then $5 per copy request |
| Duplicate statement            | $5 per statement  |
| Currency conversion fee        | 1% surcharge (association pass-through) |
| Dormant credit balance fee     | $0.00             |
| Over-limit fee                 | $0.00             |
| Miscellaneous fees             | Pass-through charges for other specialized services (case-by-case fee) |

#### PAST-DUE FEES

| Service                        | Fee               |
|================================|-------------------|
| Late fee                       | 1% of unpaid balance at cycle; charged on cycle date |
| Finance charge                 | None              |
| Delinquency fee                | 2.5% of the full amount past due (30- & 60-day+) at cycle and each cycle thereafter, charged on cycle date. |

#### TRAINING AND CONSULTING

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training at Bank’s site</td>
<td>$0.00 (client T&amp;E not included)</td>
</tr>
<tr>
<td>Training at your site(s)</td>
<td>$0.00 for first session; additional sessions @ $1,550/day</td>
</tr>
</tbody>
</table>

#### TECHNOLOGY SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>PaymentNet setup fee</td>
<td>Waived</td>
</tr>
<tr>
<td>EDI setup/transmission</td>
<td>Pass-through on all setup and development costs based on estimate for scope of work as mutually agreed</td>
</tr>
<tr>
<td>Paper statements</td>
<td>$0.00</td>
</tr>
<tr>
<td>Electronic payment fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Custom reporting/mapper coding</td>
<td>$250 per hour ($1,000 minimum)</td>
</tr>
<tr>
<td>Standard/Flex Mapper</td>
<td>At no charge</td>
</tr>
</tbody>
</table>

#### OPTIONAL PROGRAM/TECHNOLOGY SERVICES
File transfer using FTP

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily</td>
<td>$500/month</td>
</tr>
<tr>
<td>Weekly</td>
<td>$250/month</td>
</tr>
<tr>
<td>Bi-weekly</td>
<td>$125/month</td>
</tr>
<tr>
<td>Monthly</td>
<td>$75/month</td>
</tr>
</tbody>
</table>

Should Client request services not in this schedule, Client agrees to pay the fees associated with such services.
EXHIBIT C
SINGLE USE ACCOUNTS ADDENDUM

In consideration of the mutual promises and upon the terms and conditions herein, Bank will deliver to the Fairfax County Consortium the Network Services described below:

Definitions. Terms defined in the singular shall include the plural and vice versa, as the context requires.

“Single Use Account(s)” means a 16-digit commercial card number issued to the Participant in connection with a Single Use Transaction and Single Use Account shall be construed to be an Account as defined in the Commercial Card Agreement.

“Intellectual Property Rights” means patent rights (including patent applications and disclosures), copyrights, trade secrets, Marks (including registrations and applications for registrations thereof), know-how, inventions and any other intellectual property or proprietary rights recognized in any country or jurisdiction in the world.

“Network” means the Bank’s Internet based platform for exchanging electronic commercial card payment information data between the Participant and its Suppliers and merchant processors related to commercial card settlement.

“Network Security Procedures” means the digital certificates, user logon identifications, passwords, approval limits or other security devices, whether issued or made available by the Bank or a third party, for use by the Bank and the Participant in authenticating Network users and Payment Instructions initiated by the Participant via the Network.

“Network Services” means the software hosting services, implementation services, training services, support services, and/or consulting services, provided by the Bank to the Participant under this Addendum.

“Payment Instruction” means an instruction initiated by the Participant, either via file integration or via the user interface, to the Bank via the Network requesting the Bank to provide a Single Use Account to the Supplier.

“Single Use Program” means the commercial card management system composed of Single Use Account controls, and reports to facilitate purchases of and payments for, business goods and services.

“Supplier” means an entity that is enrolled in the Network to exchange and process transaction data relating to payments with the Participant and to receive commercial card payments through the Network.

“Single Use Transaction” means a purchase, payment, fee, charge or any other activity that results in a debit to a Single Use Account and shall be construed to be a Transaction as defined in the Agreement.

1. In connection with the Participant’s participation in the Single Use Program, the Participant may initiate and request through the Single Use Program, Single Use Account(s) to be used for payment of Single Use Transactions and must provide to the Bank all required data for processing of Single Use Transactions. The Single Use Accounts are non-transferable and non-assignable. The Single Use Accounts shall remain the property of the Bank. Participants shall receive a periodic statement of the Single Use Account Transactions. The Participant shall be liable for all Single Use Account Transactions on all Single Use Accounts. Statements will be made available to the Participant, either delivered to a U.S. address or in electronic form.

2. During the term of this Addendum and subject to the Participant’s performance of its obligations hereunder, the Bank will maintain the Network and allow the Participant to access the Network for its internal use. The Bank reserves the right at any time to revise or modify the Network’s functionality, specifications, and/or capabilities. The Participant acknowledges that the Network exchanges payment-related data between the Participant and Suppliers to effect commercial card settlement.

3. Subject to the terms and conditions of this Addendum, during the term hereof, the Bank grants to the Participant a nonexclusive right to access the Network for the sole purpose of receiving the Network Services.

4. The Participant has no right to provide access to the Network to any third party. The Participant may not access the Network in any manner not contemplated herein, including providing service bureau, time-sharing or other computer services to third parties.

5. The Participant’s rights to access the Network will be limited to those expressly granted in this Addendum. The Bank reserves all rights, title and interest in and to the Network not expressly granted to the Participant hereunder.

6. The Bank or its licensor(s) is and shall remain the sole and exclusive owner of all of the proprietary features and functionality of the Network and Intellectual Property Rights in and to the design, architecture, and software implementation of the Network.

7. Except for those licenses expressly granted hereunder, neither party shall gain by virtue of this Addendum any rights of ownership of Intellectual Property Rights owned by the other. Bank or its licensors shall solely own all Intellectual Property Rights in any enhancements, modifications or customizations of the Network or Network Services and in any ideas, concepts, know how, documentation or techniques which it or its representatives develop or provide under this Addendum.
The Bank shall have no responsibility for the terms, conditions or performance of purchase, sale, or payment transactions between the Participant and its Suppliers. The Participant is responsible for regularly inspecting the Single Use Transaction history available via the Network and promptly notifying the Bank of any errors.

The Participant is solely responsible for establishing, maintaining and enforcing its internal policies and procedures in conformity with industry standards, to safeguard against the entry of unauthorized approvals, or Payment Instructions into the Network. The Participant agrees to maintain the confidentiality of the Network Security Procedures and of any passwords, codes, digital certificates, security devices and related instructions for use of the Network. If the Participant believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Participant shall promptly notify the Bank and will advise the Bank as to the effect of the security breach on its invoice or payment processing procedures and the corrective actions to be taken to restore or verify security over payment processing.

All Payment Instructions submitted in the name of the Participant are subject to authentication pursuant to the Network Security Procedures. The Bank shall process Participant's Payment Instructions when the Payment Instructions are verified by Bank pursuant to the Network Security Procedures. The Bank shall be entitled to rely and act upon all information received from the Participant or any Supplier in connection with a Payment Instruction. The Participant agrees to be bound by any Payment Instruction, whether or not authorized, issued in Participant's name and authenticated by the Bank in accordance with the Network Security Procedures.
FIRST AMENDMENT TO
COMMERCIAL CARD AGREEMENT | JPMORGAN CHASE BANK, N.A.

THIS FIRST AMENDMENT (the "Amendment") to Commercial Card Agreement (the "Agreement") dated as of August 14, 2006 between JPMorgan Chase Bank, N.A. or Chase Bank, USA, N.A. as may be determined from time to time, (the "Bank"), and Fairfax County, Virginia (the "Client") is made as of ___________ (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. **Acknowledgement.** The parties mutually agree to the renewal term of the Agreement as follows:

   "The term of the Agreement shall be renewed through August 13, 2014.

3. **Amendment.** The third sentence of Section 14 of the Agreement is hereby deleted in its entirety and restated to read as follows:

   "Neither party shall be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages."

4. **Exhibit B.** Exhibit B to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit B in the form attached hereto.

5. **Amendment.** The Agreement is hereby modified to incorporate a new 'Exhibit C' with the title 'Single Use Accounts Addendum' as attached hereto.

6. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

**BANK**

By: ______________________________

Name: ______________________________

Title: ______________________________

**FAIRFAX COUNTY, VIRGINIA**

By: ______________________________

Name: ______________________________

Title: ______________________________

**Client Attestation:**

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Amendment.

By: ______________________________

Name: ______________________________

Title: ______________________________

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.
EXHIBIT B
FAIRFAX COUNTY, VIRGINIA
INCENTIVES & FEES

DEFINITIONS

“Association” means either MasterCard or Visa.

“Average Filetum” means the number of days between the transaction posting date and the posting date of payment in full, averaged over the rebate calculation period.

“Average Large Ticket Transaction Size” means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume.

“Average Payment Terms” means the Average Filetum minus half the number of calendar days in the billing cycle, as specified in the Settlement Terms.

“Charge Volume” means total U.S. dollar charges made on a Bank Commercial Card, net of returns, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

“Combined Charge Volume” means the aggregate of Charge Volume plus Single Use Charge Volume.

“Credit Losses” means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding Fraud Losses.

“Fairfax County Consortium” means Fairfax County, and other public entities eligible to participate in the Program that have been approved by the Bank for participation.

“Fraud Losses” means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible as a result of a card being lost, stolen, misappropriated, improperly used or compromised, subject to Section 4B of the Agreement.

“Gross Charge Volume” means Combined Charge Volume plus Large Ticket Transaction Volume.

“Large Ticket Transaction” means a transaction that the Associations have determined is eligible for a Large Ticket Rate.

“Large Ticket Transaction Volume” means total U.S. dollar Large Ticket Transactions made on a Bank Commercial Card, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

“Losses” means all Credit Losses and Fraud Losses.

“Participant” means Fairfax County and other public entities approved by the Bank to participate under the Commercial Card Purchasing and Single Use Account programs provided to Fairfax County, VA under this Agreement and which have executed a participation agreement in such form as provided by the Bank from time to time.

“Settlement Terms” means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

“Single Use Charge Volume” means total U.S. dollar charges made on a Virtual Single Use Account used in connection with the Single Use System, net of returns, and excluding Large Ticket Transactions, cash advances, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

“Virtual Single Use Account” means a Card-less Account used in connection with a single, unique transaction.
REBATES

Volume and Average Fileturn Rebates

Bank will pay the Client a rebate based on the annual Combined Charge Volume and Average Fileturn tier achieved in the following schedule. Rebates will be paid on the Gross Charge Volume. Average Fileturn is based on each individual consortium Participant’s Settlement Terms.

FAIRFAX COUNTY CONSORTIUM PRICING GRID

<table>
<thead>
<tr>
<th>Annual Charge Volume</th>
<th>Cycle length/days to pay - Average Fileturn Days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>$40,000,000</td>
<td>1.380%</td>
</tr>
<tr>
<td>$45,000,000</td>
<td>1.420%</td>
</tr>
<tr>
<td>$50,000,000</td>
<td>1.460%</td>
</tr>
<tr>
<td>$55,000,000</td>
<td>1.480%</td>
</tr>
<tr>
<td>$60,000,000</td>
<td>1.510%</td>
</tr>
<tr>
<td>$65,000,000</td>
<td>1.520%</td>
</tr>
<tr>
<td>$70,000,000</td>
<td>1.540%</td>
</tr>
<tr>
<td>$75,000,000</td>
<td>1.550%</td>
</tr>
<tr>
<td>$80,000,000</td>
<td>1.560%</td>
</tr>
<tr>
<td>$90,000,000</td>
<td>1.580%</td>
</tr>
<tr>
<td>$100,000,000</td>
<td>1.590%</td>
</tr>
<tr>
<td>$110,000,000</td>
<td>1.600%</td>
</tr>
<tr>
<td>$120,000,000</td>
<td>1.620%</td>
</tr>
<tr>
<td>$130,000,000</td>
<td>1.630%</td>
</tr>
<tr>
<td>$140,000,000</td>
<td>1.640%</td>
</tr>
<tr>
<td>$150,000,000</td>
<td>1.650%</td>
</tr>
<tr>
<td>$160,000,000</td>
<td>1.660%</td>
</tr>
<tr>
<td>$170,000,000</td>
<td>1.670%</td>
</tr>
<tr>
<td>$180,000,000</td>
<td>1.673%</td>
</tr>
<tr>
<td>$190,000,000</td>
<td>1.677%</td>
</tr>
<tr>
<td>$200,000,000</td>
<td>1.680%</td>
</tr>
<tr>
<td>$210,000,000</td>
<td>1.683%</td>
</tr>
<tr>
<td>$220,000,000</td>
<td>1.687%</td>
</tr>
<tr>
<td>$230,000,000</td>
<td>1.690%</td>
</tr>
</tbody>
</table>
### Single Use Account Adjustment

A Participant must achieve a minimum of $5 million in Single Use Charge Volume to qualify for rebate payment. If the $5 million level is not achieved by a Participant, the Single Use Charge Volume for that Participant will be included for purposes of determining the annual rebate rate; however, no rebate shall be paid to that Participant.

### Large Ticket Rebate – Single Use Account Program Only

If the Large Ticket Transaction Volume is less than or equal to 20% of Gross Charge Volume, the Bank will pay a rebate on such Large Ticket Transaction Volume at the same rate as Charge Volume.

If the Large Ticket Transaction Volume exceeds 20% of Gross Charge Volume, the Bank will pay (i) a rebate on the first 20% of the aggregate Large Ticket Transaction Volume at the same rate as Charge Volume and (ii) a rebate on the aggregate Large Ticket Transaction Volume in excess of 20% of Gross Charge Volume according to the rebate grid below:

#### SINGLE USE ACCOUNT PROGRAM

<table>
<thead>
<tr>
<th>Avg. Large Ticket Trans Size*</th>
<th>Rebate Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7100 - 10000</td>
<td>0.60%</td>
</tr>
<tr>
<td>$10000 - 15000</td>
<td>0.55%</td>
</tr>
<tr>
<td>$15000 - 20000</td>
<td>0.50%</td>
</tr>
<tr>
<td>$20000 - 25000</td>
<td>0.45%</td>
</tr>
<tr>
<td>&gt;$25000</td>
<td>0.40%</td>
</tr>
</tbody>
</table>

*in the event of a reduction in interchange rates by the Associations, the Bank reserves the right to ratably adjust the rebate rates accordingly upon 120 days prior written notice. Bank will provide documentation from the Association indicating such interchange rate reduction unless such disclosure is restricted by the Association.
**General Rebate Terms**

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Credit Losses and those Fraud Losses which exceed $25,000 per calendar year consisting of: (i) up to $12,500 for Fairfax County program and (ii) up to $12,500 for Fairfax County Schools program, subject to Section 4B of the Agreement. If Losses exceed the rebate earned for any calendar year, Bank will invoice the Client for the amount in excess of the rebate, which amount shall be payable in 14 days. Upon termination of the Program, the Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Losses for the prior six-month period.

Rebate payments will be made in the first quarter for the previous calendar year via wire transfer to an account designated by the Client.

To qualify for any rebate payment, all of the following conditions apply:

a. Settlement of any centrally billed account(s) must be by automatic debit or by Client initiated ACH or wire.
b. Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 30 & 30 for the purchasing card program and 30 & 14 for the single use account program.
c. The Client must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
d. The Client is not in Default under the Agreement.
The following are the fees associated with our purchasing programs in the United States:

<table>
<thead>
<tr>
<th>PROGRAM FEES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual card fee</td>
<td>$35.00 per card (waived)</td>
</tr>
<tr>
<td>Cash advance fee</td>
<td>2.0% ($3.00 minimum)</td>
</tr>
<tr>
<td>Convenience check fee</td>
<td>2.0% of check amount ($1.50/check minimum; keying of payee name</td>
</tr>
<tr>
<td></td>
<td>$1 per check)</td>
</tr>
<tr>
<td>Rejected convenience check</td>
<td>$29.00</td>
</tr>
<tr>
<td>Convenience check stop payment</td>
<td>$29.00</td>
</tr>
<tr>
<td>Standard card replacement</td>
<td>$0.00 per card</td>
</tr>
<tr>
<td>Card reinstatement</td>
<td>$0.00</td>
</tr>
<tr>
<td>Emergency (rush) card replacement</td>
<td>$25.00 if affected through bank. (Bank's fee waived for first 25 cards each year) If affected through Association, the Company shall pay any fees charged by Association for emergency card replacement.</td>
</tr>
<tr>
<td>Return check (payment)</td>
<td>$15 per return</td>
</tr>
<tr>
<td>ACH return</td>
<td>$0.00</td>
</tr>
<tr>
<td>Document retrieval</td>
<td>Dispute-related: $0.00</td>
</tr>
<tr>
<td></td>
<td>Non-dispute-related: $8 per document</td>
</tr>
<tr>
<td>Duplicate statement</td>
<td>$5 - per statement</td>
</tr>
<tr>
<td>Currency conversion fee</td>
<td>1% surcharge (association pass through)</td>
</tr>
<tr>
<td>Dormant credit balance fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Over-limit fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Miscellaneous fees</td>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAST-DUE FEES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Late fee</td>
<td>Late fee** $10 per account past one cycle due for individually billed accounts, and 1% for centrally billed account for one cycle past due.</td>
</tr>
<tr>
<td></td>
<td>**Late fee waived for Fairfax County Schools Accounts</td>
</tr>
<tr>
<td></td>
<td>Delinquency fee: 2.5% of balances two or more cycles past due.</td>
</tr>
</tbody>
</table>

| Delinquency fee                     | None                                                            |
|                                     | Charged as determined by either late fee or finance charge or both as outlined above. Will be the same rate/fee as late fee/finance charge. |
**CARD DESIGN**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic plastic</td>
<td>$0.00</td>
</tr>
<tr>
<td>Client logo plastic</td>
<td>$0.00</td>
</tr>
<tr>
<td>Customized plastic</td>
<td>At cost (pass-through), based on complexity of design, subject to a 1,000 card minimum</td>
</tr>
</tbody>
</table>

**TRAINING AND CONSULTING**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank's site</td>
<td>$0.00 (client T&amp;E not included)</td>
</tr>
<tr>
<td>Training at your site(s)</td>
<td>$0.00 for first session; additional sessions @ $950/day</td>
</tr>
</tbody>
</table>

**TECHNOLOGY SERVICES**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paper statements</td>
<td>$0.00</td>
</tr>
<tr>
<td>Electronic payment fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pathway Net /PaymentNet/SDOL Custom Programming Fee:</td>
<td>$150 per hour, minimum 4 hours; Waived for four custom mapper files</td>
</tr>
<tr>
<td>SDOL Monthly Maintenance Fee:</td>
<td>$50 per month per program (waived if annual charge volume is greater than $5million); Priced by MasterCard: pass-through charge</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>SDOL custom mapper:</td>
<td></td>
</tr>
</tbody>
</table>

**OPTIONAL PROGRAM/TECHNOLOGY SERVICES**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>File transfer using SFTP</td>
<td>Daily—$500.00/month</td>
</tr>
<tr>
<td></td>
<td>Weekly—$250.00/month</td>
</tr>
<tr>
<td></td>
<td>Bi-weekly—$125.00/month</td>
</tr>
<tr>
<td></td>
<td>Monthly—$75.00/month</td>
</tr>
<tr>
<td>PaymentNet setup fee</td>
<td>Waived</td>
</tr>
<tr>
<td>Smart Data On-Line (SDOL) setup fee</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Should Client request services not in this schedule, Client agrees to pay the fees associated with such services.
## Fees – US – EDS/Single Use Accounts

The following are the fees associated with EDS and single-use account programs in the United States:

### PROGRAM FEES

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual card fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cash advance fee</td>
<td>2.5% ($2.50 minimum)</td>
</tr>
<tr>
<td>Convenience check fee</td>
<td>2% of check amount ($1.50/check minimum)</td>
</tr>
<tr>
<td>Rejected convenience check</td>
<td>$0.00 per occurrence</td>
</tr>
<tr>
<td>Convenience check stop payment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Return check (payment)</td>
<td>$15 per return</td>
</tr>
<tr>
<td>ACH return</td>
<td>$20 per return</td>
</tr>
<tr>
<td>Document retrieval</td>
<td>Dispute-related: $0.00</td>
</tr>
<tr>
<td></td>
<td>Non-dispute-related: 3 copy requests free, then $5 per copy request</td>
</tr>
<tr>
<td>Duplicate statement</td>
<td>$5 per statement</td>
</tr>
<tr>
<td>Currency conversion fee</td>
<td>1% surcharge (association pass-through)</td>
</tr>
<tr>
<td>Dormant credit balance fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Over-limit fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Miscellaneous fees</td>
<td>Pass-through charges for other specialized services (case-by-case fee)</td>
</tr>
</tbody>
</table>

### PAST-DUE FEES

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Late fee</td>
<td>Central Bill: 1% of unpaid balance at cycle; charged on cycle date</td>
</tr>
<tr>
<td>Finance charge</td>
<td>None</td>
</tr>
<tr>
<td>Delinquency fee</td>
<td>2.5% of the full amount past due (30- &amp; 60-day+) at cycle and each cycle thereafter; charged on cycle date.</td>
</tr>
</tbody>
</table>

### TRAINING AND CONSULTING

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training at Bank’s site</td>
<td>$0.00 (client T&amp;E not included)</td>
</tr>
<tr>
<td>Training at your site(s)</td>
<td>$0.00 for first session; additional sessions @ $1,550/day</td>
</tr>
</tbody>
</table>

### TECHNOLOGY SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>PaymentNet setup fee</td>
<td>Waived</td>
</tr>
<tr>
<td>EDI setup/transmission</td>
<td>Pass-through on all setup and development costs based on estimate for scope of work as mutually agreed</td>
</tr>
<tr>
<td>Paper statements</td>
<td>$0.00</td>
</tr>
<tr>
<td>Electronic payment fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Custom reporting/mapper programming/postloader</td>
<td>$250 per hour ($1,000 minimum)</td>
</tr>
<tr>
<td>Standard/Flex Mapper</td>
<td>At no charge</td>
</tr>
</tbody>
</table>

### OPTIONAL PROGRAM/TECHNOLOGY SERVICES
File transfer using FTP

- Daily—$500/month
- Weekly—$250/month
- Bi-weekly—$125/month
- Monthly—$75/month

Should Client request services not in this schedule, Client agrees to pay the fees associated with such services.
EXHIBIT C
SINGLE USE ACCOUNTS ADDENDUM

In consideration of the mutual promises and upon the terms and conditions herein, Bank will deliver to the Fairfax County Consortium the Network Services described below:

Definitions. Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Single Use Account(s)" means a 16-digit commercial card number issued to the Participant in connection with a Single Use Transaction and Single Use Account shall be construed to be an Account as defined in the Commercial Card Agreement.

"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trade secrets, Marks (including registrations and applications for registrations thereof), know-how, inventions and any other intellectual property or proprietary rights recognized in any country or jurisdiction in the world.

"Network" means the Bank’s Internet based platform for exchanging electronic commercial card payment information data between the Participant and its Suppliers and merchant processors related to commercial card settlement.

"Network Security Procedures" means the digital certificates, user logon identifications, passwords, approval limits or other security devices, whether issued or made available by the Bank or a third party, for use by the Bank and the Participant in authenticating Network users and Payment Instructions initiated by the Participant via the Network.

"Network Services" means the software hosting services, implementation services, training services, support services, and/or consulting services, provided by the Bank to the Participant under this Addendum.

"Payment Instruction" means an instruction initiated by the Participant, either via file integration or via the user interface, to the Bank via the Network requesting the Bank to provide a Single Use Account to the Supplier.

"Single Use Program" means the commercial card management system composed of Single Use Account controls, and reports to facilitate purchases of and payments for, business goods and services.

"Supplier" means an entity that is enrolled in the Network to exchange and process transaction data relating to payments with the Participant and to receive commercial card payments through the Network.

"Single Use Transaction" means a purchase, payment, fee, charge or any other activity that results in a debit to a Single Use Account and shall be construed to be a Transaction as defined in the Agreement.

1. In connection with the Participant’s participation in the Single Use Program, the Participant may initiate and request through the Single Use Program, Single Use Account(s) to be used for payment of Single Use Transactions and must provide to the Bank all required data for processing of Single Use Transactions. The Single Use Accounts are non-transferable and non-assignable. The Single Use Accounts shall remain the property of the Bank. Participants shall receive a periodic statement of the Single Use Account Transactions. The Participant shall be liable for all Single Use Account Transactions on all Single Use Accounts. Statements will be made available to the Participant, either delivered to a U.S address or in electronic form.

2. During the term of this Addendum and subject to the Participant’s performance of its obligations hereunder, the Bank will maintain the Network and allow the Participant to access the Network for its internal use. The Bank reserves the right at any time to revise or modify the Network’s functionality, specifications, and/or capabilities. The Participant acknowledges that the Network exchanges payment-related data between the Participant and Suppliers to effect commercial card settlement.

3. Subject to the terms and conditions of this Addendum, during the term hereof, the Bank grants to the Participant a nonexclusive right to access the Network for the sole purpose of receiving the Network Services.

4. The Participant has no right to provide access to the Network to any third party. The Participant may not access the Network in any manner not contemplated herein, including providing service bureau, time-sharing or other computer services to third parties.

5. The Participant’s rights to access the Network will be limited to those expressly granted in this Addendum. The Bank reserves all rights, title and interest in and to the Network not expressly granted to the Participant hereunder.

6. The Bank or its licensor(s) is and shall remain the sole and exclusive owner of all of the proprietary features and functionality of the Network and Intellectual Property Rights in and to the design, architecture, and software implementation of the Network.

7. Except for those licenses expressly granted hereunder, neither party shall gain by virtue of this Addendum any rights of ownership of Intellectual Property Rights owned by the other. Bank or its licensors shall solely own all Intellectual Property Rights in any enhancements, modifications or customizations of the Network or Network Services and in any ideas, concepts, know how, documentation or techniques which it or its representatives develop or provide under this Addendum.
The Bank shall have no responsibility for the terms, conditions or performance of purchase, sale, or payment transactions between the Participant and its Suppliers. The Participant is responsible for regularly inspecting the Single Use Transaction history available via the Network and promptly notifying the Bank of any errors.

The Participant is solely responsible for establishing, maintaining and enforcing its internal policies and procedures in conformity with industry standards, to safeguard against the entry of unauthorized approvals, or Payment Instructions into the Network. The Participant agrees to maintain the confidentiality of the Network Security Procedures and of any passwords, codes, digital certificates, security devices and related instructions for use of the Network. If the Participant believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Participant shall promptly notify the Bank and will advise the Bank as to the effect of the security breach on its invoice or payment processing procedures and the corrective actions to be taken to restore or verify security over payment processing.

All Payment Instructions submitted in the name of the Participant are subject to authentication pursuant to the Network Security Procedures. The Bank shall process Participant’s Payment Instructions when the Payment Instructions are verified by Bank pursuant to the Network Security Procedures. The Bank shall be entitled to rely and act upon all information received from the Participant or any Supplier in connection with a Payment Instruction. The Participant agrees to be bound by any Payment Instruction, whether or not authorized, issued in Participant’s name and authenticated by the Bank in accordance with the Network Security Procedures.
A pre-proposal conference will be held on October 4, 2005, at 10:00 A.M. at the Fairfax County Government Center, Conference Room 7, 12000 Government Center Parkway, Fairfax, Virginia 22035. All offerors are urged to attend.
**PROPOSAL**

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

**NAME AND ADDRESS OF FIRM:**

| Telephone/Fax No.: | ________________ / |
| Federal Employer ID No or | ________________ |
| Federal Social Security No (Sole Proprietor) | ________________ |
| Prompt Payment Discount: | ___% for payment within_____days/net_______days |
| Fairfax Business Prof. & Occupational (BPOL) Tax No | ________________ |

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

**CHECK ONE:**

- [ ] INDIVIDUAL
- [ ] PARTNERSHIP
- [ ] CORPORATION

Vendor Legally Authorized Signature

Date

Print Name and Title

Secretary

Sealed proposals subject to terms and conditions of this Request for Proposal, will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035 until time/date identified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM32) (rev 9/04)
1. **SCOPE OF CONTRACT:**

1.1. The purpose of this Request for Proposal is to enter into a contract with a qualified firm for the provision of procurement card (credit card) services for purchases for all agencies of the Fairfax County Government, including the Fairfax County Public School System (FCPS), in accordance with the terms and conditions of the Request for Proposal.

2. **PRE-PROPOSAL CONFERENCE:**

2.1. A pre-proposal conference will be held on September 29, 2005, at 10:00 A.M. in the Fairfax County Department of Purchasing and Supply Management, 12000 Government Center Parkway, Conference Room 7, Fairfax, Virginia 22035. Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven working days in advance of the event to make the necessary arrangements.

2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal.

3. **CONTRACT COMPLETION AND RENEWAL:**

3.1. This contract will begin on March 1, 2006, or date of award, whichever is later, through February 28, 2010. The initial contract will be for a period of four years, with an option to renew for three, two-year periods.

3.2. The transition phase will occur from the date of award to the date of the distribution of cards, which must occur on or before August 13, 2006 as stated in paragraph 5.1.Y.

3.3. Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. If such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County is entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least 30 calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

4. **BACKGROUND:**

4.1. Fairfax County (the County)

Fairfax County is located in the state of Virginia, near Washington, D.C. Its population is over 1 million, and it occupies an area of approximately 400 square miles.

The County's fiscal year runs from July 1 to June 30. In the adopted budget for fiscal year 2006 (FY2006), combined General Fund Disbursements total $3.02 billion. The County currently holds an AAA bond rating from Standard and Poor's, Moody's, and Fitch.
4.2 Purchasing

In FY2005, the Department of Purchasing and Supply Management (DPSM), which directs purchasing for the County (including FCPS) issued a total of 29,969 purchase orders with an aggregate value of $466.91 million. Of the purchase orders issued, 21,141 were small orders (under $5000) with an aggregate value of $28.18 million. The combined number of procurement card transactions reached 151,323, with an aggregate value of $60.57 million. Volume for FY2006 is expected to surpass the FY2005 figures.

Procurement statistics for FY99 are provided below, and illustrate the growth of the combined County and FCPS’ procurement card usage.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>PO#</th>
<th>PO$</th>
<th>SO#</th>
<th>SO$</th>
<th>P-card Trans</th>
<th>P-card $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1999</td>
<td>18,657</td>
<td>218.71m</td>
<td>45,920</td>
<td>36.31m</td>
<td>45,374</td>
<td>10.38m</td>
</tr>
<tr>
<td>2005</td>
<td>8,828</td>
<td>438.73m</td>
<td>21,141</td>
<td>28.18m</td>
<td>151,323</td>
<td>60.57m</td>
</tr>
</tbody>
</table>

PO = Purchase Order  
SO = Purchase Order under $5000

The Director, DPSM, has delegated authority to place small purchase orders (purchases under $5000) to authorized County agencies, including FCPS. There are approximately 51 agencies with this delegated authority. Agencies may also make purchases with petty cash, up to a $100 limitation.

4.3 Existing Procurement Card program

The current procurement card program (the program) has grown and matured during the last seven years with the incumbent contractor, JP Morgan Chase (formerly Bank One NA). All of the 51 County agencies participate in the procurement card program, as does each FCPS school and administrative office.

The program is intended to supplement the use of small purchase orders and petty cash. The County’s single transaction limitation is currently $2500 per card, with an exception for FCPS. FCPS’ current single transaction limitation is $5000 per card, with an unlimited amount for the purchase of textbooks. A handful of cards serve as a payment tool in support of “special use” programs (e.g. office supply purchases) and have higher transaction limitations. All entities may set lower limitations on individual cards. The County or FCPS may increase their transaction limitation in the future.

Currently, there are approximately 2,329 card accounts, 1,261 in FCPS, and 1,068 distributed throughout County agencies. The number of cards varies significantly among agencies, from 1,261 for the largest user agency (FCPS) to one card each for several of the County’s smaller agencies. In FY05, the County and FCPS’ combined spend was $60.57 million, with a total of 151,323 transactions. DPSM anticipates that card accounts, as well as card purchases will increase in the future.

FCPS also uses declining balance cards for specific Design and Construction projects (e.g. school construction and renovation) to procure contracted equipment and supplies. The card account limits are established, based on the project cost. Once the balance is depleted, the card is closed.

Copies of the current procedural memoranda governing procurement card use are included as Attachments A and B to this RFP. Procedural Memorandum 12-02 (Attachment A) provides guidance for all agencies other than FCPS. Regulation 5350.2 (Attachment B) provides guidance for FCPS.
5. **TASKS TO BE PERFORMED:**

5.1. Required tasks and capabilities:

Offeror should address and describe how each stated task and capability will be accomplished.

A. **Issuance of Cards**

The Purchasing Agent or his/her designated representative(s) will determine who receives cards. The Purchasing Agent’s designated representative(s) will be identified to the Contractor in writing at the start of the contract and may be changed by written notification, at any time. Notification may be provided by electronic mail, or facsimile, with written follow up within ten business days.

The Contractor shall not issue any cards without the written approval of the Purchasing Agent or his/her designated representative. This approval may be provided by either of the following:

1. The Purchasing Agent’s or his/her designated representative’s signature on the contractor’s application form. Contractor shall provide applications to DPSM upon request. Contractor shall accommodate the electronic transmission of requests.

2. A written request from the Purchasing Agent or his/her designated representative. Contractor shall accommodate the electronic transmission of requests.

The offeror shall indicate the time frame from the receipt of card request to the issuance of a new card, and describe method(s) available to receive requests and method of card delivery.

B. **Cardholders**

Although some cards may be issued to individual employees, in general, cards will be issued to work groups within the County. Work group cards are assigned to an individual custodian (cardholder) within that group. However, the work group’s name, not the custodian’s, appears on the card (i.e., “Public Affairs – Admin”). The work group card is used by all authorized individuals within that group.

The offeror shall describe how a card assigned to a work group may be used by more than one person within that group, including how to handle authorized signatures for purchases, signature on the back of the card, and method of dealing with vendor inquiries regarding authorized signatures. Offeror shall also note if the card’s signature area can contain a County-specified message, such as “Not valid without County ID”.

C. **Compatibility with County Automated Accounting System**

Currently, an identifying number (“accounting code” or “cost center code”), which corresponds to the appropriate County expenditure fund, is tied to accounting data maintained by the bank for each card. This number may be up to twenty-five (25) characters and allows County agencies to correctly identify their funding sources for each card.

The County and FCPS receive transaction information from our current contractor via a web-enabled program management system. Through a computer program which automates the process, transaction information is then posted directly from the contractor.
provided transaction report into appropriate expenditure accounts. Based on the transaction detail, payment documents are created.

Transaction files (reports) provided by the contractor must interface with the County’s automated financial system (currently FAMIS 4.2). The financial system was developed by KPMG (now owned by Tier, Inc.), and houses the General Ledger and Vendor File. FAMIS Interface Specifications (Attachment C) is a copy of the current County file layout, which is a fixed length 550 character format. Fields are populated according to Department of Purchasing and Supply Management and Department of Finance accounting specifications.

Offeror shall describe what types of client accounting information can be associated with each card and how the association is accomplished. Description should include how each card will be tied to the appropriate County expenditure fund (many numerical digits can be used to identify the appropriate expenditure fund) how transaction information may be conveyed to the County’s system, how it may interface with that system, and what software, if any, is available to aid system interaction.

Offeror shall also detail any technical interface requirements expected from the County.

D. Liability

Under the terms and conditions of the current contract, the County of Fairfax is liable for card use by authorized users, provided that the use is within the single transaction dollar limitations established for the card. Liability for unauthorized use ends when the County notifies the bank when a card is lost or stolen, or when unauthorized use has been detected.

Offeror shall describe in detail the County’s liability for cards which are in the name of an individual, as well as those cards named for a work group, under any contract formed as a result of this RFP. Offeror shall also describe how the Contractor will mitigate, or share the risk, of unauthorized card use.

E. Card format and design

Contractor shall provide separate card designs for the County of Fairfax and FCPS. Such designs shall be approved by the Purchasing Agent or his designated representative and shall contain the following features:

1. The phrase “TAX EXEMPT” and the County’s tax exempt number shall be printed on the face of the card.

2. The contractor’s toll free customer service number shall be printed on the back of the card. Note: Customer service staff shall not make changes to the card limitaion parameters without proper authorization by the Purchasing Agent or his/her designated representative.

3. There shall be no references to Automatic Teller Machines included on the card.

F. Card controls and restrictions

The Contractor shall have the ability to set restrictions and controls at both the County and the Individual card levels. Maximum County-wide limitations for all cards will be set in writing at the start of the contract and may be changed only by written notification from the Purchasing Agent or his/her designated representative. This notification may be provided by electronic mail, or facsimile, followed by written notification within ten business days.
SPECIAL PROVISIONS

Individual controls shall be set at the time of card application, but may be changed at a later time. Card controls may be changed only upon request from the Purchasing Agent or his/her designated representative. These changes may be made through a web-based program management system, by electronic mail, in writing, or by facsimile. A toll-free phone number shall be available to process these types of changes immediately. Offeror should indicate hours of operation for such toll-free service. Offeror should also indicate a time frame for making individual card control changes.

The following controls and restrictions shall be available for all cards:

1. **Single transaction dollar limitation** – established per individual card, not to exceed the County or FCPS established maximum dollar limit.

2. **Velocity limitations** – number of card authorizations per designated period – for example, ten transactions per day, or twenty-five transactions per month.

3. **Maximum dollar limitation per period** – for example, $10,000 per month.

4. **Vendor Blocking** – restrictions on the types of vendors authorized to accept the card.

5. **Cash Advances** – complete prohibition of all cash advances.

6. **Additional controls** – as available from Contractor. Offeror shall describe any additional controls available.

G. **Web-based Card Program Management Software**

All County of Fairfax agencies (including FCPS) have access to the Internet. The incumbent contractor currently provides Pathway Net, a web-based software program from ProCard, Inc. Pathway Net offers the ability to make real-time changes to card information, view transaction information, reallocate purchases to a different expenditure fund, generate program management reports, and map transactions to the County’s financial system.

Contractor shall provide a web-based program management system, and shall describe, in detail, the capabilities of that system.

H. **Training**

The Contractor shall provide training to the County as follows:

Contract start-up training sessions – At the start of the contract, the contractor shall provide initial on-site training to County staff designated by the Purchasing Agent. The initial training will address benefits and features of the card, billing procedures, the application process, available reports, and if applicable, the transition from incumbent to a new contractor.

1. **Training materials** – Contractor shall provide, at no cost, written materials that may be used by County staff to train agency program managers and cardholders in proper card use. Contractor shall provide additional copies of training materials upon request, also at no cost. The County reserves the right to copy and distribute contractor provided materials to staff.

2. **Telephone support** – Contractor shall provide the name and telephone number of a point-of-contact who will be available by telephone to answer questions that may arise during County training of staff or to provide brief training sessions by telephone to new program managers or cardholders. Telephone number shall be a toll-free number. Offeror shall describe hours such support will be available.
SPECIAL PROVISIONS

3. Additional programs – Offeror shall also describe any additional training programs or materials available regarding card use, including the web-based program management software.

I. Customer Support

The Contractor shall provide customer support to the Purchasing Agent or his/her designated representative, agency representatives and cardholders. This support shall include, at a minimum:

1. A toll free telephone number for customer support and assistance. Offeror shall describe the availability of the toll-free assistance line, including the hours the line is staffed.

2. The name, title and toll-free telephone number of the customer account representative and alternate who would respond to inquiries by the Purchasing Agent or his/her authorized designee. Contractor shall notify the Purchasing Agent, in writing, if the customers account representative information changes.

3. The name, title and toll-free telephone number of the technical representative and alternate who would respond to inquiries and work with County technical personnel, regarding such issues as transfer of billing files and other electronic or computer related procedures.

J. Questioned Items and Chargebacks

Contractor shall provide a method for handling questions concerning charges. Toll-free service for this process shall be available. Provisions for handling questioned items shall include how to:

1. Contact Contractor to discuss questioned or disputed items. Method should address dispute policies for work group cards as well as individual cards. Method should also address if questioned or disputed items must also be submitted in writing, and the time constraints for submittal of questioned items or disputed items.

2. Credit agency’s account, pending resolution of the disputed item.

3. Process chargebacks for items resolved in the agency’s favor. Offeror shall provide a time frame for this process.

K. Changes in Cardholder or Agency Accounts

The Purchasing Agent or his/her designated representative may request changes to an individual card, an agency billing account or all cards County wide. Such changes may include changes to card expenditures limits, transaction limits, purchase restrictions, card name, cardholder billing address or telephone number, and card accounting/cost center code. These changes may be made via a web-based online program management system, in writing (via email or facsimile), or verbally.

The offeror shall propose a time frame between receiving a request for change in a cardholder or agency account and accomplishing the change. Offeror shall also detail how requests may be conveyed to contractor – toll-free telephone contact, electronic mail, facsimile, etc. – and security measures (e.g., requestor verification number) to identify authorized requestors.
SPECIAL PROVISIONS

L. Lost or Stolen Cards

The cardholder and/or Purchasing Agent or his/her designated representative will immediately report lost or stolen cards to the Contractor. The offeror will identify the notification methods available for terminating a lost or stolen card account. The Contractor shall provide for immediate cancellation and emergency issue of a replacement card, and shall make card cancellation available 24 hours a day, 7 days a week.

The County currently has the ability to close card accounts that have been lost or stolen using a web-based program management system. The offeror shall advise if they can also provide this type of system.

The offeror shall specify the time frame between receiving the report of a lost or stolen card and mailing a replacement card. Also, see paragraph 5.1.1.1 for information regarding availability of toll-free telephone service for this process.

M. Card Termination

The Purchasing Agent or his/her authorized designee may from time to time notify the Contractor of card termination or cancellation. The offeror shall identify the notification methods available for terminating a card account. Upon notification, the Contractor shall immediately cancel the appropriate card account(s).

The County currently has the ability to close card accounts using the web-based program management system. The offeror shall advise if they can also provide this type of system.

The offeror shall specify the time frame between receiving request and cancellation of card account.

N. Card Acceptance

Contractor’s card shall be widely accepted by a variety of merchants commonly used by the County. Using the Merchant Report (Attachment D provided on CD), the offeror shall complete the chart by indicating “Yes” or “No” next to each listed merchant to indicate if the offeror has an established relationship, and currently accepts charges from that merchant. To obtain a CD with Attachment D, contact Marilyn Tanner (reference paragraph 11.1). The completed chart shall be submitted with the technical proposal via a CD.

O. New Merchants

Contractor shall have an established program to recruit new businesses when notified by the County that Contractor’s card was not accepted by a particular vendor. The offeror shall describe this program and its level of success.

P. Billing Documentation

Billing statements shall be provided at the agreed upon interval to individual cardholders, agency program managers and any additional staff identified by the Purchasing Agent or his/her authorized designee.

The Contractor shall present invoices to individual County agencies as required by the Purchasing Agent. The Purchasing Agent or his/her designee requires completely separate billing for some agencies (i.e. FCPS), or separate billing accounts under a common County billing for others.
SPECIAL PROVISIONS

Invoices for all users of the contract shall meet County requirements. The successful offeror shall send an itemized invoice at the interval agreed upon, which must include the following information:

1. The name of the County agency, or FCPS facility or office
2. Card account number (truncated)
3. The name of the merchant
4. The date goods or services were purchased
5. The cost for the goods or services

Back-up documentation for each purchase shall be available upon request from the cardholder or agency program manager. Offeror shall identify time frame required to provide back-up documentation and method required for request (i.e., telephone, electronic mail, facsimile, etc.).

Q. Transmittal of Billing Information

Although hard copy billing statements are required to be provided as stated in paragraph 5.1.P, billing statements for payment shall also be transmitted electronically to the County. As described in paragraph 5.1.C, “Compatibility with County Automated Accounting System(s),” the County currently receives billing information electronically.

The County desires to receive electronic billing reports at regularly scheduled intervals as determined during contract negotiation. Contractor should send one electronic billing report to the County which encompasses all County agencies, except FCPS. Contractor shall send FCPS’s electronic billing information to them separate from the County. The County should receive no more than one file a day.

The electronically transmitted file reports shall contain, at a minimum, the following components:

1. A list of all detailed procurement card transactions
2. A record or file of control information (total records transmitted; total dollars in current period card transactions; total dollar in current period credits) so that the County can verify that all billing information has been received and processed.

Offeror shall provide the following information regarding transmittal of billing information:

1. Available methods for transmittal of billing information (electronic bulletin board access, internet access, etc.) and what, if any, payment parameters are associated with each billing format.
2. The client-specific information that can be attached to each card or account.
3. Description of offeror’s technical support for electronic billing process. Description should include what work hours technical support is available to the County, as well as descriptive information regarding staffing, experience, and other pertinent factors.
SPECIAL PROVISIONS

R. Billing File Security and Quality Control

Offeror shall describe the following:

1. **Security** – How card information is kept secure. Offeror shall address security for file transmission as part of description.

2. **Back-up/Restore Procedures** for billing files.

3. **Availability of billing file copy** – How the County can obtain a second copy or second transmission of a billing report in the event of a problem with County receipt and processing.

4. **File transmission quality control** – How offeror will control the following:
   
   a) that report files are transmitted at the time and day interval scheduled by the contract
   
   b) that no duplicate transactions or files are transmitted
   
   c) that file contains the accurate and complete unique identifying information associated with each individual card

5. **Ability to truncate card numbers** – To mitigate unauthorized use of card number(s), offeror’s ability to provide printed invoices, statements, and reports showing truncated card account numbers.

S. Billing Interval (Period)

The County currently receives and pays billing on a weekly basis, but will consider alternative billing intervals such as monthly, or biweekly. Some entities participating in the contract have elected to pay, using a different billing schedule.

Offeror shall fully describe available billing alternatives, including the following:

1. Policies governing the timing of vendor billing relative to the delivery of goods and services.

2. Available billing schedules (monthly, weekly, daily, etc.) and time frames involved for close of billing period, transmittal of billing information, and payment requirement.

T. Administrative Fees, Card Fees, and Rebates

Offeror shall provide a detailed description of any fees charged for participating in the program, and describe under what circumstances such fees shall be waived. If applicable, fees for providing a web-enabled program management software system shall be included.

If applicable, the offeror shall also provide a detailed description of fee schedules for such things as transaction fees, non-use fees, card termination fees, and international usage fees.

Offeror shall detail the structure for payment of volume-based rebates to entities based upon their individual usage of the procurement card. Incentive and prompt-payment programs that encourage and reward the County for efforts to expand its procurement card program should also be discussed.
SPECIAL PROVISIONS

Types of fees and the rebate program shall be addressed in the technical proposal, while the actual amount of fees and/or rebate rates shall be detailed in the business proposal.

U. Payment

Unless otherwise agreed upon, payment shall be due within thirty (30) days after (1) acceptance of all products or services, or (2) receipt of a correct invoice for payment, whichever is later. Where payment is made by mail, the date of the postmark shall be deemed to be the date of payment.

As discussed in paragraph “S” above, payment parameters other than those discussed above may be agreed upon during negotiation. The County prefers to have the option to make payment via wire transfer, ACH payment, and by check, as the various entities utilizing the contract may have different payment capabilities. Offeror should describe all payment methods which are available, how they work, and what discounts, if any, would be available for prompt payment.

V. Late Charges

If late charges will be assessed to County or to FCPS accounts, offeror shall describe, in full detail, their rate, how and when the charges would be invoked, and how the charges would be billed, including a sample calculation.

W. Sale of Cardholder Information

The Contractor shall not sell, rent, or otherwise distribute a list of participating agencies or cardholder address, or any other information to any person, firm or other entity for any purpose without the written consent of the Purchasing Agent.

X. Reports

1. At a minimum, Contractor shall provide reports that show monthly transaction detail by card, by agency (separate billing account) and by the County as a whole. Reports should also be capable of showing transactions by vendor.

2. For transactions to merchants that are subject to Internal Revenue Service (IRS) 1099 reporting, Contractor shall provide reports that identify these merchants and the corresponding transactions.

3. Reports shall be available directly to participating agencies (separate billing accounts) as well as to the County or to FCPS.

4. Offeror shall list and describe the type and frequency of reports available, and what their cost, if any. Provide samples, if available.

5. Offeror shall describe its capacity to provide reports which identify Small Businesses, Minority and Women Business Enterprises (MWBE).
SPECIAL PROVISIONS

Y. Transition

For the effective transfer of services between the current contractor and the contractor awarded as a result of this RFP, offeror shall:

1. Describe the transition process (who is responsible for coordinating activities, who participates, and what activities must occur). Provide a time line and a work plan, including the type and amount of resources to be provided by the new contractor and by Fairfax County Government. The current County contract will expire on August 13, 2006, therefore, distribution and activation of cards must occur on or before that date.

2. Provide a work plan and time line for training Fairfax County employees.

3. Successful offeror shall manage transition activities in such a manner that no lapse in service occurs during transition between current contractor and successor contractor.

Z. Independent Audits

The Contractor shall obtain an independent audit on an annual basis in accordance with the Statement of Auditing Standards (SAS) No. 70. The Service Auditor’s Report, Type II from the audit shall be submitted to the County. Details of SAS70 can be found at www.sas70.com.

5.2. Optional tasks and/or capabilities:

The following tasks and/or capabilities are not mandatory but are preferred. Offerors should describe their current capabilities. Planned, capabilities, which are not yet implemented, should be described only if implementation efforts are underway. Planned implementation dates should be noted, as appropriate.

A. Business Partner Cards

The County desires the Contractor to establish a corporate credit card program with reduced discount rates and fees for County and FCPS business partners. The County’s motive is to increase the overall spend in its procurement card program by encouraging its business partners to accept orders against County contracts. County business partners say they are hesitant to participate in a program of this nature, claiming that their profit margin is too small and their credit card discount rate and fees are too large to allow them to accept p-card orders.

To make this approach viable to the business partners, the County wishes to have an agreement with the Contractor, whereby the Contractor will offer an alternative credit card program, with reduced discount rates and fees to duly identified County business partners. Offerors should propose a corporate credit card program for County business partners which includes reduced discount rate and fee(s) for small transactions and a further reduced discount rate and fee(s) for large transactions in excess of $5000. Offerors may offer a dollar threshold other than $5000, as well as additional dollar thresholds.

B. Additional User Training Opportunities

The County encourages its staff to seek additional training and educational opportunities that will help them work more efficiently and effectively. The Offeror should describe the types of educational programs and activities (user conferences, forums, meetings, information exchange opportunities) it provides for user groups.
SPECIAL PROVISIONS

C. Multiple-Use Card

The incumbent contractor allows for varying spending limitations on one card account, for general purchases and travel.

Offeror should describe their capability to provide travel card services to the County and what benefits such a program may provide. Detail the differences, if any, between a travel card and procurement card program. Describe how the procurement and travel cards can be combined.

6. TECHNICAL PROPOSAL INSTRUCTIONS:

6.1. The offeror must submit the Technical Proposal in a separate binder, which shall include one CD with the completed Attachment D (reference paragraph 5.1.N), containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. It is desirable that one copy of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

A. Name of firm submitting proposal; main office address, when organized; if a corporation, when and where incorporated, appropriate Federal, State, and County registration numbers; and annual report or financial statement. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

B. Understanding of the problem and technical approach.

1. Statement and discussion of the requirements as they are analyzed by the offeror.

2. Offeror’s proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving objectives of the Request for Proposal.

C. Work Plan

1. The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed. The technical narrative should address separately each of the tasks described in the Request for Proposal, and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror which substantially differs from the project scope described in these Special Provisions.

2. This section should include detailed descriptions of activities, especially transition activities, which are to occur, significant milestones, and anticipated deliverables. The Offeror should propose a timeline that outlines the number of calendar days for each activity from the Notice of Award to the distribution of cards to the County users, and should also include any activities that will occur after the distribution of cards.
SPECIAL PROVISIONS

D. Treatment of the Issues

In this section, offerors may comment, if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the “Tasks to be Performed” section of the Request for Proposal, and may propose alternative approaches.

E. Statement of Qualifications

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

1. **Organizational and Staff Experience.** Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.

2. **References.** Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such references. If available, offeror should provide references from programs with state or local governments.

3. **Personnel.** Full-time and part-time staff and subcontractors, if any, who will be assigned direct work on this project should be identified and brief resumes provided. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Offeror should indicate name, telephone number and email address for the following personnel and specifically describe their background, qualifications and availability to the County.

a) Primary business contact

b) Primary technical contact

4. **Financial Responsibility.** Latest audited statements, annual or quarterly reports, rating from nationally recognized credit rating organization or any other acceptable proof of financial responsibility.

7. **BUSINESS PROPOSAL INSTRUCTIONS:**

7.1. The offeror must submit a cost proposal in a separate binder, which shall include any proposed fees and rebate structures. The proposal shall contain adequate detail to verify any proposed fee(s). The following information should be submitted as part of the business proposal:

A. For any proposed fees, offerors must provide a price breakdown for each service separately as well as totals for services provided together, if prices differ.

B. The rebate structure should include how and when the County will receive rebates. Reference paragraph 5.1.T concerning the rebate program.
SPECIAL PROVISIONS

8. PRICING:

8.1. The subsequent contract shall be a firm-fixed price contract. The fee(s) shall remain firm and shall include all charges that may be incurred in fulfilling requirements(s) for the duration of this initial contract.

8.2. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Bidders (Appendix A).

9. TRADE SECRETS/ PROPRIETARY INFORMATION:

9.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.

9.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the offeror.

10. CONTACT FOR CONTRACTUAL MATTERS:

10.1. The person to contact concerning contractual matters pertaining to this Request for Proposal is:

Casey Sheehan, CPPB, Contract Administrator
Department of Purchasing and Supply Management
Telephone: (703) 324-3884
kevin.sheehan@fairfaxcounty.gov

10.2. Offerors are cautioned not to contact members of the Selection Advisory Committee (SAC). SAC members will not consider information other than the materials provided by the Contract Administrator, e.g., proposals. If a SAC member is approached by anyone outside the SAC who may have a material interest in this procurement, it will be immediately reported to the Contract Administrator.

11. CONTACT FOR TECHNICAL MATTERS:

11.1. The person to contact concerning technical matters pertaining to this Request for Proposal is:

Marilyn Tanner, Procurement Card Program Administrator
Department of Purchasing and Supply Management
Telephone: (703) 324-3653
marilyn.tanner@fairfaxcounty.gov

12. REQUIRED SUBMITTALS

12.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.
13. SUBMISSION OF PROPOSAL:

13.1. One (1) original (duly marked) and twelve (12) copies of the Technical Proposal, and one (1) original (duly marked) and twelve (12) copies of the Business Proposal (Appendix B) shall be delivered to the following address. One (1) CD containing the completed Attachment D (reference paragraph 5.1.N) is required and it shall be included with the original copy of the Technical Proposal. Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: 703-324-3201

13.2. Offerors are reminded that changes to the Request for Proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the solicitation. All addenda MUST be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035-0013 before the time and date of the closing of the solicitation or must accompany the proposal. Addenda will be mailed, faxed or e-mailed to offerors who requested a solicitation package from DPSM or notified DPSM that a copy of the solicitation was downloaded from the web page. Offerors are encouraged to monitor the web page for the most current addenda at: http://www.fairfaxcounty.gov/dpsm/solic.htm

13.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper, wherever possible.

13.4. Each original and set of the twelve (12) copies of the proposal shall consist of:

a. Cover sheet (DPSM32)

b. Technical Proposal as required in the Special Provisions, paragraph 6. TECHNICAL PROPOSAL INSTRUCTIONS.

c. Business Proposal as required in the Special Provisions paragraph 7, BUSINESS PROPOSAL INSTRUCTIONS. (Appendix B must be included in the Business Proposal).

13.5. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

14. LATE PROPOSALS:

14.1. Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.
15. PERIOD THAT PROPOSALS REMAIN VALID:

15.1. Proposals will remain valid for a period of one-hundred and eighty days (180) calendar days after the date specified for receipt of proposals.

16. BASIS FOR AWARD:

16.1. The County of Fairfax reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the County.

16.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the business proposals of the highest rated offeror(s) will then be reviewed.

16.3. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. The Selection Advisory Committee shall then negotiate a contract with the highest rated offeror. At this time, the offeror and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of Fairfax County.

If a satisfactory contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second rated offeror and so on. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

16.4. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

- a. **Depth of response to the Special Provisions, paragraph 5. TASKS TO BE PERFORMED.**


- d. **Reasonableness** of cost proposal and rebate proposal.

16.5. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

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

16.7. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
16.8. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

17. **INSURANCE:**

17.1. The Contractor is responsible for its work and for all materials, tools, equipment, appliances, systems and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

17.2. The Contractor shall, during the continuance of all work under the Contract provide the following:

   a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than $100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, 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. The Contractor agrees to maintain Commercial General Liability insurance in the amount of $1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, 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 contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.

   c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.

   d. The Contractor agrees to maintain Professional Liability insurance in the amount of $1,000,000 per occurrence/aggregate to cover each individual professional staff.

   e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

   f. Rating Requirements:

      1. 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.

      2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VI or better.
SPECIAL PROVISIONS

g. Indemnification:

Article 63 (page 30) of the General Conditions and Instructions to Bidders (Appendix A) shall apply.

h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.

i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.

17.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk 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.

17.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

17.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

17.6. If an "ACORD" Insurance Certificate form is used by the Contractor's Insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

18. NOTIFICATION TO PROCEED:

18.1. Performance under this contract is not to begin until receipt of the Notification to Proceed from the County Purchasing Agent or his/her designee to proceed. Activation of cards shall not be initiated until expressly requested by the County Purchasing Agent or his/her designee.

19. REPORTS AND INVOICING:

19.1. The Contractor shall maintain all records in compliance with federal and state regulations. The Contractor(s) shall submit to each program administrator, monthly statistical reports and an annual tabulated report.

19.2. The Contractor shall provide a separate monthly statement for each card account (or as agreed to by the parties) to each County agency; and shall provide a consolidated billing report to each entity using the final contract separately, which must include the information listed below:

   a. Card account name
   b. Card account number (truncated)
   c. Name of the County Department/School/Office
   d. Date of purchase
   e. Name of vendor
   f. Amount of each purchase
   g. Summary amount for the billing period
SPECIAL PROVISIONS

19.3. The Contractor shall provide truncated account number on all billing statements and reports, and shall mail the statements and consolidated billing reports to the individuals identified in the final contract.

19.4. The Contractor shall submit one copy of the Service Auditor’s Report, Type II to the County on an annual basis (reference Special Provisions, paragraph 5.1.2).

20. PAYMENTS:

20.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 5. TASKS TO BE PERFORMED.

21. ELECTRONIC PAYMENT OPTION:

21.1. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance’s efforts to improve customer service.

For more information contact the Department of Finance at 703-324-3122; or, use the following Internet address to obtain a Vendor Agreement:

http://www.fairfaxcounty.gov/gov/rra/rentalhousingprograms/ach%5Fbrochure.pdf

A copy may also be picked up at the Department of Purchasing and Supply Management.

22. CHANGES:

22.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

22.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

23. DELAYS AND SUSPENSIONS:

23.1. The Contractor shall give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor.

If, after giving the County Purchasing Agent written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor’s time of completion by a period of time reasonably suited for completion of work.

23.2. The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor’s cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the Contractor decides to proceed without the data and services that were to be provided by the County, any error or omission of the Contractor that resulted from the County’s omission will not constitute default by the Contractor.
24. **ACCESS TO AND INSPECTION OF WORK:**

24.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

25. **PROJECT AUDITS:**

25.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the Contractor under the following conditions:

   a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;

   b. In the event of a disagreement between the Contractor and the County on the amount due the Contractor under the terms of this contract;

   c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,

   d. If it becomes necessary to determine the County's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.

25.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.

25.3. Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

25.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.

25.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

26. **RECORDS:**

26.1. The Contractor shall maintain all records in compliance with federal and state regulations.

27. **DATA SOURCES:**

27.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.
28. SAFEGUARDS OF INFORMATION:

28.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

29. ORDER OF PRECEDENCE:

29.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

30. SUBCONTRACTING:

30.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance http://www.dba.state.va.us; the Virginia Department of Minority Business Enterprise http://www.dmbe.state.va.us/; local chambers of commerce and other business organizations.

30.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor’s status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

31. USE OF CONTRACT BY OTHER PUBLIC BODIES:

31.1. Reference Paragraph 75, General Conditions and Instructions to Bidders. Extension of Contract: Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).

31.2. It is the Contractor’s responsibility to notify the public body(s) of the availability of the contract(s).

31.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

31.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

31.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.
32. NEWS RELEASE BY VENDORS:

32.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

33. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

33.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

33.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

34. HIPAA COMPLIANCE:

34.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of the Fairfax County Business Associate agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.

35. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

35.1. Each and every provision of laws and clauses required by law to be inserted in this contract shall be deemed to be inserted herein and hereby incorporated by reference and the contract shall be read and enforced as though it were included herein and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.
COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY - The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than $50,000.

PROFESSIONAL & CONSULTANT SERVICES: Any type of professional service which is either: 1) performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia § 2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution), or 2) any other type of similar contractual service (including consultants), required by the Fairfax County Government but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of professional service required and at fair and reasonable compensation rather than by competitive sealed bidding.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.
General Conditions and Instructions to Bidders

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS—Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-
   a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/ modification is considered a late bid/ modification. A late bid/ modification will not be considered for award except under the following conditions only:
      1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/ modification; or
      2. The bid/ modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
   b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
   c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
   d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-
   a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
   b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
      1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County 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 County may exercise its right of collection.

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

d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

e. No bidder who is permitted to withdraw a bid 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 was submitted.

f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS—All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted either a) in the special mailing envelope provided by the Department of Purchasing and Supply Management or b) have the solicitation number, subject, and date/time of opening/closing clearly marked on the outside of any other wrapper used.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS—Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS—Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART—Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS—For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID—Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4. General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.

14. BID OPENING—All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 69. General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: http://www.fairfaxcounty.gov/dpsm/solic.htm.

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68. General Conditions and Instructions to Bidders.

15. 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.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
General Conditions and Instructions to Bidders

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. 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.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County’s Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceeding void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County 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.

22. 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.

The bidder 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.


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 County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

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

a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

d. The quality of performance of previous contracts or services;
General Conditions and Instructions to Bidders

e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;

f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

g. The quality, availability and adaptability of the goods or services to the particular use required;

h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

i. The number and scope of the conditions attached to the bid;

j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and

k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,

b. General Conditions and Instructions to Bidders,

c. Special Provisions and Specifications,

d. Pricing Schedule,

e. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS—If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of reevaluation of bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT—

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

b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin, or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE—For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES—Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES—On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.
CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS—Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
   a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
   b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE—A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE—
   a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
   b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERNATIONS—No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS—It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, the Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING—A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES—Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY—The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK—All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION—During the performance of this contract, the Contractor agrees as follows:
   a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. OFFICE OF SMALL BUSINESS-

a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1991, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.

b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

c. As used in this contract the term “small business” means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than $1,000,000 in annual receipts.

d. As used in this contract, the term “minority business” means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.

e. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer’s standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a “general price reduction” shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor’s customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a “general price reduction” under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the “Price Reduction” provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
General Conditions and Instructions to Bidders

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

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 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, 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 County 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-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 County 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 County 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 Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent 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 Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. 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. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), If specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
General Conditions and Instructions to Bidders

7. 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.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor’s failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING—When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition: secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.

b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.

d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.

e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.

b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.

c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.

d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
63. **INDEMNIFICATION** - Contractor shall indemnify, keep and save harmless the County, 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 County 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 County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. **OFFICIALS NOT TO BENEFIT** -

a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph “a” has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. **LICENSE REQUIREMENT** - All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled “Business, Professional and Occupational Licensing (BPOL) Tax.” Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/da/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, “Fairfax License Tax No.” when appropriate.


67. **COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. **VIRGINIA FREEDOM OF INFORMATION ACT** - All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

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

b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
General Conditions and Instructions to Bidders

d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;

3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:

   (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

   (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;

5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;

7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.

b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9. of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.
71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4e, of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4e, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.
75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT
RFP CHECKLIST

NAME OF OFFEROR: __________________________________________

ADDRESS: __________________________________________

________________________________________

E-MAIL ADDRESS: __________________________________________

Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: ________________________________
Telephone Number: ( ) ________________________________
E-Mail Address: __________________________________________

Fiscal Representative: ________________________________
Telephone Number: ( ) ________________________________
E-Mail Address: __________________________________________

A detailed description of cost elements must be submitted as part of the business proposal.

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
B. Special Provisions & Specifications
C. Appendix A (General Conditions and Instructions to Bidders)
D. Appendix B (RFP Checklist, BPOL Form, Listing of Local Public Bodies, SBE Schedule, Subcontractor’s Notification Form).

________________________________________
Typed Name and Title

________________________________________
Signature

________________________________________
Date of Submission
BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.

- Do you have an office in:  
  - Virginia ☐ Yes ☐ No
  - Fairfax County ☐ Yes ☐ No

- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

________________________________________________________________________________________________________________________________________________________
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________________________________________________________________________________________________________________________________________________________
________________________________________________________________________________________________________________________________________________________

_________________________  __________________________
Signature                            Date

------------------------------------------------------------

For Office Use Only:

- Company name and address: __________________________________________

- Amount of Contract Award $ __________________________

- Fairfax County Department: __________________________________________

- Department Contact __________________________ Phone No. __________________________

- Company Contact __________________________ Phone No. __________________________

- Nature of business __________________________________________

YOU MUST RETURN THIS FORM OR A COPY OF CURRENTFAIRFAX COUNTY BUSINESS LICENSE IN PROPOSAL. CONTRACT AWARD SHALL NOT BE MADE WITHOUT IT.
REFERENCE PARAGRAPH 31 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

<table>
<thead>
<tr>
<th>Sample Listing Of Local Public Bodies</th>
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<tbody>
<tr>
<td><strong>Alexandria Public Schools, VA</strong></td>
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<tr>
<td><strong>Alexandria Sanitation Authority</strong></td>
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<tr>
<td><strong>Alexandria, Virginia</strong></td>
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<tr>
<td><strong>Arlington County, Virginia</strong></td>
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<tr>
<td><strong>Arlington Public Schools, Virginia</strong></td>
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<tr>
<td><strong>Bowie, Maryland</strong></td>
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<td><strong>Charles County, Maryland</strong></td>
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<td><strong>Charles County Public Schools, MD</strong></td>
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<td><strong>Chevy Chase Village, MD</strong></td>
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<td><strong>Clark County Administrative Services</strong></td>
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<tr>
<td><strong>College Park, Maryland</strong></td>
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YOU MUST RETURN THIS FORM WITH YOUR BID PACKAGE – A NEGATIVE REPLY WILL NOT AFFECT CONSIDERATION OF YOUR FIRM'S BID OR OFFER. CONTRACT AWARD MAY NOT BE MADE WITHOUT THIS FORM.

Rev. 9/04

________________________________________
Vendor Name
BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years.

Minority Business – is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:
A small business, Asian woman owned, would mark box X on line 3.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

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<tr>
<th>Line</th>
<th>SMALL BUSINESS</th>
<th>LARGE BUSINESS</th>
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PLEASE RETURN THIS FORM WITH YOUR BID PACKAGE. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.

NAME OF FIRM: ___________________________
### SUBCONTRACTOR(S) NOTIFICATION FORM

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<tr>
<th>VENDOR CLASSIFICATION</th>
<th>AMOUNT</th>
<th>ANTICIPATED DOLLAR</th>
<th>ZIP CODE</th>
<th>STATE</th>
<th>CITY</th>
<th>STREET ADDRESS</th>
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You must return this form with your bid package. Contract award may not be made without it.

Please check here if you are not using a subcontractor:

**Prime Contractors Classification Code:** ____________________________

**Prime Contractors Name:** ____________________________

**Contract Number/Title:** ____________________________

Fax: 703-324-3681

12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM (SMBEP)
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
COUNTY OF FAIRFAX
FAIRFAX COUNTY VIRGINIA

PROCEDURAL MEMORANDUM No. 12-02

To: Administrative Staff

Date: August 15, 2005

Reference: Procedural Memorandum No. 12-02 dated November 30, 1999

Initiated by: Department of Purchasing and Supply Management (DPSM)

Approved by County Executive: [Signature]

Subject: Use of the County Procurement Card

PURPOSE

The purpose of the county’s procurement card program is to provide county agencies with an efficient and reliable way to make low dollar value purchases. The procurement card may be used as an alternative to the Small Purchase Order, Petty Cash, or in lieu of Blanket Purchase Order (BP) calls. With special approval from the Department of Purchasing and Supply Management (DPSM), the card may also be used as an alternative to the Purchase Order and as a payment tool for larger purchases.

BACKGROUND

While the procurement card can simplify and expedite procurement, its use requires strict adherence to internal control procedures and a commitment to accompanying accounting procedures. In most cases, card use reduces staff procurement efforts and shortens delivery time; however, it may increase financial tracking and control efforts.

WHO MAY PARTICIPATE IN THE PROCUREMENT CARD PROGRAM

Unless otherwise specified, the DPSM Director delegates authority to use the procurement card (p-card) process to all county agencies. An agency that wishes to establish a procurement card program may do so by following the steps outlined in the Agency Checklist for Establishing a Procurement Card Program (Attachment “A” to this Memorandum).

The DPSM Director may terminate or suspend an agency’s p-card program temporarily or permanently based upon noncompliance with purchasing policies and procedures. The DPSM Program Administrator is authorized to suspend or close a particular card.
ROLES

Program Administrator ("DPSM Administrator")
The DPSM Administrator manages the procurement card program at the county level and
is responsible for establishing and enforcing countywide card related policy and
procedures. A Department of Purchasing and Supply Management (DPSM) staff
member will serve as Administrator.

Agency Program Manager ("Program Manager")
Designated by the using agency director, the Program Manager is responsible for all
aspects of the agency's procurement card program. While separation of duties prohibits
the Program Manager from actually performing all tasks involved in managing agency
card activity, he or she remains responsible for overall management of the card program.

Card Custodian
The Card Custodian is the cardholder and is the person responsible for the physical
security of the card. In most cases, the card custodian also monitors card activity
through the use of a card activity log, and ensures that vendor receipts, invoices, and
delivery documentation are retained for each purchase, in accordance with established
policies and procedures.

OVERVIEW OF THE CARD PURCHASE AND PAYMENT PROCESS

Establishing a Card Account
Agencies request cards by submitting an application to the DPSM Administrator. The
application indicates the card limits requested and the fund code (FAMIS index subobject
number) where card transactions will post. If card expenditures affect more than one
subobject code, the agency should assign clearing account subobject code (3375) to the
card. Fund codes may also include project or grant numbers, if desired.

Obtaining Cards from the Bank
The DPSM Administrator reviews the application and forwards it to the bank for
processing. The bank establishes a new account and forwards the new card to the
Administrator. The Administrator distributes the card to the Program Manager and then
activates the new account.

Card Use
The agency uses the card in accordance with this procedural memorandum and the
agency's own internal control procedures. The agency is required to keep a concurrent
log of all card transactions, including purchases and credits.

Billing and Payment Process
Each week, the DPSM Administrator obtains an electronic billing file from the bank. The
file contains all transactions posted to the bank for the prior week. The Administrator
processes the file into a FAMIS readable format. The Department of Finance (DOF) then
posts each transaction (purchase or credit) by index subobject into the FAMIS account associated with the card. DOF pays the county bill based on total amount submitted by the DPSM Administrator.

The agency is responsible for pursuing credit adjustments for any items that are incorrectly billed. The agency should first request an adjustment from the vendor. If that is unsuccessful, the agency should contact the bank to establish a dispute. Credit adjustments will appear in subsequent billing cycles. Further details on this process are provided on the DSPM Infoweb site. The agency Program Manager may contact the DPSM Administrator if assistance is required.

Review and Reconciliation
Each week, the agency is required to prepare a weekly p-card transaction report using the p-card software. The agency reconciles this report with actual purchases to determine that all charges are valid. The agency works with the merchant and/or the bank to resolve any discrepancies. Agencies are required to reconcile on a monthly basis, at minimum, although DPSM encourages weekly reconciliation. If monthly reconciliation is performed, reports must be reviewed for inconsistencies on a weekly basis. See page 10, "Reconciliation" for further details.

Clearing Account
If transactions post to a clearing account (subobject 3375), the agency is required to clear all charges and credits to the proper expenditure account within one month.

USES
Subject to the limitations discussed in this memorandum, the procurement card may be used for the following:

- **Travel expenses**

- **Non-contract goods and services** - Purchase of low dollar value goods and services.

- **County contracts** - Provided the contractual agreement between the county and the vendor allow it, county agencies may use the procurement card to order from county contracts. Because procurement card ordering will not provide the vendor with a written purchase order, the card user must be certain that he/she obtains the contract price when placing the order.

- **Telephone and Internet Ordering** - The procurement card may be used to order goods by telephone and through the Internet. This includes electronic ordering from county contracts that utilize this process.
Procurement cards may **NOT** be used for the following:

- **Cash Advances**

- **Personal Purchases** - of any kind. For example, if viewing an in-room movie while on travel status, the traveler may not use the county procurement card to pay the movie charge, even if traveler later reimburses the county.

- **Purchases by Non-Employees** - Only county employees are authorized to make procurement card purchases.

- **Technical Review Items** - Further information on technical review may be found in Procedural Memorandum 12-04, *Technical Review of Purchase Requisitions.* *Exception:* Agencies may use their eVA procurement card to purchase technical review items through eVA. (See page 5 for further discussion of eVA.) The agency must first obtain written approval for the purchase from the appropriate technical reviewer. Email will serve as adequate documentation of this approval. Further details on purchasing in eVA will be provided in a separate procedural document.

- **Capital Items** - Those items defined as capital expenditures by the Department of Management and Budget. *Exception:* Agencies may use their eVA procurement card to purchase capital items through eVA. The agency must first obtain written approval for the purchase from the Department of Management and Budget. Email will serve as adequate documentation of this approval. Further details on purchasing in eVA will be provided in a separate procedural document.

- **Inventory Items** - Stocked items that are replenished through the CASPS Inventory Management (IM) process.

- **Split Purchases** - A split purchase is one in which the original purchase requirement for the same or related goods or services is broken into multiple smaller purchases which are made over a short period of time. In most cases, a split purchase is created to circumvent a card's single purchase or cycle spending limit. Requirements which are divided for other purposes, such as to accommodate accounting needs or to facilitate delivery to separate location, are also considered split purchases.

- **Other** - Purchases prohibited by County policy.

**CARD LIMITS**

Based on anticipated use, total number of cards, budget constraints, and any other relevant factors, the agency must set limits, as discussed below, for each card requested. Limits may be set at different levels for each individual card.
Generally, county policy restricts the single purchase limit to a maximum of $2500. Policy does not establish maximums for other limits, as discussed below. However, all limits must be supported by the card’s business requirements. Card limits provide an important safeguard against fraud and misuse. It is important that card limits be set as close as possible to anticipated use. DPSM will work with the agency to determine appropriate limits.

**Single Purchase Limit (SPL)** - The amount spent on a single purchase, or transaction, from a single vendor. The maximum single transaction limit is $2,500 for general purchases. Agencies may set their cards’ SPL lower than this limit, if appropriate.

**Exceptions:**

- **Travel Cards** - Cards that will be used frequently for travel purchases may be established with a $5,000 SPL for travel vendors. Purchases from other vendors will be limited to $2500. Travel vendors include hotels, motels and airlines. They do not include training providers.

- **Special Use Cards** - If there is a business need for a card with a higher single purchase limit, the agency may request a special limit card. The request must be made by the agency director in writing to the Director, DPSM. The request should detail the business need for higher limits and the dollar limit and number of cards desired. In general, exceptions will not be granted to meet a temporary, one-time requirement.

- **eVA Cards** – Cards that are used by the agency as a payment tool in eVA, the Commonwealth of Virginia’s electronic procurement portal, may have a single purchase limit up to $50,000. Because of this high limit, these cards will also have additional safeguards, including issuance in an individual’s name (see discussion below on “Individual Named Cards”), limited account number access, and eVA user security.

**Cycle Spending Limit (CSL)** - The maximum dollar limit of total purchases allowed for the month. This limit should be set at an amount slightly above anticipated monthly spending.

**Authorizations per Day** - The maximum number of purchases allowed in one day. Like the CSL above, this number should be just higher than the maximum number of purchases anticipated in one day.

**Transactions per Cycle** - The maximum number of purchases allowed in a month. This figure should be slightly greater than the maximum number of purchases anticipated on a monthly basis.

**Merchant Category Code Group (MCC Group)** - In an effort to ensure that cards cannot be used to make improper purchases, DPSM has blocked purchases from certain
categories of vendors. See Attachment “D” for a list of these vendor categories. Attempts to make purchases from those vendors will result in an “unauthorized purchase” message.

There are three categories of MCC group schemes designed for county use:

- **FC1** - This group excludes purchases from vendor groups listed on Attachment “D”. Purchases up to a maximum of $2,500 may be made from all other authorized vendors, including travel vendors. This MCC group is the County standard purchasing card group.

- **FC2** - This group is the same as FC1 above, except that purchases up to $5,000 (SPL) may be made from travel merchants. This group is designed for agencies that have heavy travel needs. Specific travel merchant groups are identified on Attachment “D”.

- **Custom Groups** - If supported by a business need, DPSM will work with the agency Program Manager to develop a custom MCC group.

**Split Purchase** – Splitting a purchase to circumvent a card’s spending or authorization limit is prohibited. See page 4 for further discussion of split purchases.

**THE PROGRAM MANAGER**

**Primary Program Manager** - The agency director shall identify a Program Manager who will be responsible for all aspects of the procurement card program within the agency. The Program Manager is the DPSM Administrator’s point-of-contact for the agency. All requests for card information or card changes must come through the agency Program Manager or an individual specifically identified by the Program Manager.

**Alternate Program Manager** - If staff size permits, DPSM recommends that the agency assign an Alternate Program Manager. This allows continued management of the program in the Program Manager’s temporary absence.

**Replacement of Program Manager** - If the primary Program Manager will no longer perform as such, he or she shall notify the DPSM Administrator. The notification should include the name of the new Program Manager. If a new manager is not immediately available, the notification should identify a temporary Program Manager. In order to participate in the procurement card program, the agency must have an active Program Manager at all times.

**AGENCY INTERNAL CONTROL PROCEDURES (ICP)**

Each using agency must establish and adhere to its own internal control procedures (ICP) that govern card security, use, and accounting. Development of internal control procedures is delegated to the agency because procedures may vary significantly from
agency to agency, based on each agency's organization and procurement needs. The agency must submit their ICP to the DPSM Program Administrator for approval.

Description of duties - Procedures must describe the assignment of card related responsibilities and the flow of card related documentation within the agency. Procedures for obtaining, safeguarding and returning cards should also be addressed. Procedures should identify staff members by position title rather than by name. This will minimize necessary revisions to procedures if staff members change.

Separation of duties - Procedures must include an appropriate separation of duties. The card custodian function and the reconciliation function may not be performed by the same staff member. When these functions cannot be separated, a substantive supervisory review of transaction activities is required as a compensating control. The reviewer must sign and date the reviewed document.

Management review - Although not required if an adequate separation of duties is otherwise established, DPSM recommends that management staff periodically review card activity to assure activity is in conformance with policy and procedures. The reviewer should sign and date the document reviewed.

Revisions - The agency's ICP should be revised periodically to reflect any program changes. Agencies should submit their revised ICPs to the DPSM Administrator for approval.

PROGRAM TRAINING

Program Manager Training - All primary Program Managers are required to attend Program Manager training. DPSM will provide this training to primary Program Managers and other agency personnel involved in the p-card program, as requested by the agency. The training provides a detailed discussion of the procedures necessary to obtain, use, and properly account for agency cards.

Card User Training - Agencies are required to provide training to all users prior to their first card use. The training should include such subjects as:

- Agency procedures for making a card purchase, including required approvals and receipt handling
- Agency contact information for card problems or questions
- Policy regarding payment of sales tax
- Procedures to report a lost or stolen card

CARD CHARACTERISTICS

Card Imprint - All cards are imprinted with the Fairfax County seal and the Virginia state sales tax "exemption number."
Card Name (Line 1) - Card names are assigned by the using agency. Card names may be either department cards or individual "named" cards. Agencies are advised to consider the way the card will be used when determining which type of card best suits their needs. Agencies may have a combination of department and individual cards in their program.

- **Department Cards** - Most county cards are currently department cards. The name of a work group or functional area is embossed on the card — for example, "Administration" or "Lab Supplies." Each card must have a unique name. If an agency has more than one card with the same function, card names may include a number — such as "Travel 1," "Travel 2," etc.

Use of department cards reduces administrative effort; in that it is not necessary to obtain new cards or cancel old cards when employees turn over. Department cards also facilitate card sharing, reducing the number of cards required.

Because the card number is shared, department cards do not provide the same level of security that individual named cards do. In addition, the bank does not offer the same level of dispute or fraud protection as it does for named cards. Department cards are considered appropriate for limits below the small purchase limit.

- **Individual Named Cards** - Agencies may also request cards with an individual's name instead of a department or work group name.

Individual named cards may require a higher level of administrative effort than department cards. Agencies must have a method to collect an individual's card when he or she leaves the agency or is no longer a card user. Although individual cards may be shared when used to place telephone or internet orders, they may be more difficult to share when making over-the-counter purchases.

Individual cards offer a higher level of security than department cards because policy requires cancellation of the card when the cardholder leaves. In addition, the bank offers a higher level of dispute and fraud coverage for individual cards. The DSPM Administrator may require cards with higher than average risk levels to be individual cards. Examples include cards with single purchase limits over $5,000, cards with large monthly spending limits, and cards that are shared by a large number of users. EVA cards will also be individual cards.

Card Name (Line 2) - The agency name, abbreviated to not more than six letters, is embossed on the second line of the card. All of the agency's cards must use the same abbreviation.

Signature on Card - Although the card has a space for signature on the back, department cards should NOT be signed. A signed card will make it difficult for any one other than the signer to use the card. Individual named cards should be signed by the individual
whose name appears on the card.

As an added security measure for department cards, agencies may write "PLEASE ASK FOR COUNTY ID" on the signature line to encourage the vendor to request ID prior to processing a purchase.

Card Security – Except for cards in personal possession, cards should be kept in a locked location while not in use. Access to the location should be limited to those individuals who require access to the card.

Card Custodian - The agency must identify a custodian for each card. The custodian is responsible for the card's physical security. The custodian may be responsible for an unlimited number of cards.

If operational requirements necessitate more than one custodian for a card, policy recommends that the agency establish a method for tracking card responsibility, such as a chain-of-custody arrangement where one custodian remains responsible for the card until relieved by another custodian.

List of Agency Cards - The Program Manager must maintain a list of all agency cards that includes, at a minimum:

- Card number
- Card name
- Card limits
- Card custodian and location

Program Managers are reminded to safeguard this list, whether it is in electronic or hard copy format, because it contains sensitive information regarding agency cards.

OTHER PROGRAM REQUIREMENTS

Adequate Funding - Because card purchases do not follow the traditional encumbrance process, agencies must devise a method to assure that adequate funds are available before each purchase is made.

Transaction Log - A system that tracks card transactions as they occur must be in place. Agencies may use an appropriate manual or electronic log to record both debit and credit transactions. Entries must be contemporaneous so that they provide up-to-date information on funds expended and should identify the card user.

Sales Tax Exemption - Most county purchases are exempt from Virginia state sales tax. When making a p-card purchase, card users should remind the vendor of our tax exempt status and examine the receipt to verify sales tax was not charged. The county's "exempt number" is printed on the face of each card. By state statute, the county is not exempt from sales tax for meals, catered events, lodging, or other accommodations.
The County is not exempt from sales tax imposed by other states on goods and services purchased outside of Virginia.

**Employee Acknowledgement Disclosure Form** - All first time card users must sign an Employee Acknowledgement Disclosure Form (See Attachment “B”). The form acknowledges the employee's responsibilities regarding card use and sets forth consequences for card misuse. The Program Manager shall maintain the signed forms at least 2 years following the employee’s departure from the agency.

**Using Agency Director's Statement of Responsibility** - This statement acknowledges the director's responsibility for the agency’s proper use of the procurement card. The agency director is required to sign this form (See Attachment “C”) prior to the agency's initial participation in the procurement card program.

**Receipts** - Using agencies shall retain an ORIGINAL vendor receipt, invoice or credit slip for each transaction. Receipts should show all details pertinent to the transaction, including date of purchase, vendor name and location, item(s) purchased with corresponding description(s) and price(s), and total amount paid. These documents should be associated with the appropriate bank record (monthly statement or weekly transaction report) and retained for review.

- **Alternate Receipt** - If an original vendor receipt is unavailable, the agency may use an alternate receipt, such as an Internet screen print or a faxed receipt. The receipt should contain the same level of detail required for an original receipt.

- **Photocopied Receipt** - If a photocopied receipt is retained instead of an original, the record should provide a short explanation as to why the original receipt was unavailable.

- **Missing Receipts** - If, for any reason, an original, alternate, or photocopied receipt is unavailable, a memorandum providing the purchase details and reason why a receipt is not available must be included with the appropriate monthly statement or weekly transaction report.

- **Signature** - Both photocopied receipts and documentation in lieu of missing receipts must be signed and dated by the Program Manager or his/her designee. If the purchase was made by the Program Manager or designee, another staff member must sign and date the receipt to maintain an adequate separation of duties.

**Document Retention** - The agency must retain program documentation for a minimum of three years.

**Card Management Software** - The bank provides p-card management software that will enable Program Managers to create a variety of program related reports, including the
weekly transaction report discussed below. DPSM will coordinate software access and training with agency Program Managers.

**Weekly Transaction Report** - Each week the agency is required to prepare a Weekly Transaction Report showing all transactions from the prior week. The agency must review the report each week for unusual or unauthorized transactions. Prompt review is vital to detection of erroneous or fraudulent charges.

**Reconciliation** - Procurement card reconciliation is the process of verifying the accuracy of all posted card transactions (charges and credits). The agency must perform two reconciliations:

- **Reconciliation to Bank Records** - The agency is required to reconcile the bank record of transactions to the purchase log and actual receipts to verify that all charges are proper and the correct amounts have been charged. The agency may use the Weekly Transaction Report or the monthly billing statement to perform this reconciliation. Reconciliation to the Weekly Transaction Report is recommended as it provides the timeliest information. However, monthly reconciliation is acceptable, providing the agency continues to review transactions weekly for erroneous or fraudulent charges.

- **Reconciliation to FAMIS** - On a monthly basis (at minimum), the using agency must reconcile the bank statement or the Weekly Transaction Reports to the amounts posted as expenditures in FAMIS. If card billing is posted to a clearing account, all charges must be moved to the appropriate expenditure account monthly (at minimum).

- **Reconciler's Signature and Date** - The reconciler is required to sign and date the document reconciled (the Weekly Transaction Report or monthly bank statement) to verify that the reconciliation was performed in a timely manner and establish that an adequate separation of duties exists.

- **Card Use by Reconciler** - Policy discourages the reconciler from being a card user; however, if the reconciler uses the card, the reconciliation must be reviewed by another staff member. The reviewer must sign and date the reconciliation.

**Problem Resolution** - The Program Manager should attempt to resolve disputes directly with the vendor and/or the bank. If unable to resolve directly within a reasonable time period, contact the DPSM Administrator for assistance. Any adjustment to billing will be made on subsequent statements.

**Dispute Procedures** - Dispute procedures are defined by the County's procurement card contract with the bank. The contract requires that disputed items be identified within 60 days of the cycle end date for the cycle in which the disputed charge appears on the bank statement. Disputed charges must be identified to the bank in writing. Although items identified outside the 60-day period may still be disputed, the County's legal
standing in the matter is decreased. Dispute rights for department cards are significantly limited.

**Lost or Stolen Cards** - Report a lost or stolen card to the bank immediately. The bank provides a 24-hour toll-free telephone number for this purpose. The number is included on the paperwork that accompanies each new card. The agency Program Manager must also notify the DPSM Administrator immediately. All agency card users should be aware of the procedure for reporting a lost or stolen card, including how to proceed if the agency Program Manager is not available at the time the loss is discovered.

**Reissue of a Lost or Stolen Card** - To request replacement of a lost or stolen card, forward a memo from the agency director to the Director, DPSM. The memo should describe the circumstances surrounding the card loss and the steps taken to ensure against future losses. The Director, DPSM, will evaluate each incident on an individual basis to determine whether or not to issue a replacement card.

**Card Cancellation** - If an agency wishes to cancel a card, the Program Manager should submit a request to the DPSM Administrator. The Program Manager must destroy any cancelled card(s). If there is an urgent need to cancel a card, contact the DPSM Administrator for immediate assistance. Remember that lost or stolen cards may be reported directly to the bank through a 24-hour toll-free telephone number.

**Card Changes** - If the agency wishes to change any aspect of a card, including address, default index subobject, and card limits, the Program Manager should submit card changes to the DPSM Administrator via email. If requested changes affect several cards, contact DPSM to determine the best method to forward the change request.

**DPSM Infoweb Site** - Information regarding the County's Procurement Card Program, including relevant forms and contact information, is available on DPSM's Infoweb site at [http://infoweb/DPSM/pcard.htm](http://infoweb/DPSM/pcard.htm).

**FRAUD AND MISUSE**

**Deterrence** - The agency is responsible to actively protect each of its procurement cards from fraud and misuse. Prevention efforts may be further enhanced when these guidelines are followed:

- **Limit Card Access** - Maintain cards in a locked environment, when possible. Limit access to this environment to provide greater security for the card. Consider card security prior to allowing an employee access to a card or card number, particularly if the employee is temporary or seasonal.

- **Protect Card Information** - In addition to protecting the card, protect all card information such as the card account number, name, and expiration date. File reports that contain card numbers in locked file cabinets. When discarding reports
or other paperwork containing card information, shred documents. Assure security of card materials that are maintained electronically.

- **Establish reasonable card limits** - Establish reasonable spending and transaction limits. This will limit risk in the event the card or card number is lost or stolen.

- **Perform Weekly Reviews** - Performing weekly reviews of all card activity will reveal transactions that do not belong to the agency, or that might be of a fraudulent nature.

- **Maintain Adequate Separation of Duties** - Divide the card custodian and the accounting/reconciliation duties among employees. Conduct upper management review of weekly transaction reports and supporting receipts and associated documentation.

**Occurrence of Fraud or Misuse** - If fraud or misuse is suspected, the Program Manager should contact the DPSM Administrator immediately for further guidance. When appropriate, the DPSM Administrator will refer the issue to the Office of Internal Audit. If fraud is confirmed, the agency Program Manager must also report the incident to the following:

- Fairfax County Police Department, Financial Crimes Division
- Department of Finance, Risk Management Division

**COMPLIANCE REVIEWS**

The card program is subject to review by DPSM, the Department of Finance, and both internal and external auditors.
**Agency Checklist for Establishing a Procurement Card Program**

The following checklist sets forth the steps necessary to establish a procurement card program within the agency. The agency shall first determine if they have the resources to comply with policy and procedures required for card use. Each step in the checklist is chronologically ordered.

<table>
<thead>
<tr>
<th>Step No.</th>
<th>Responsibility</th>
<th>Step</th>
<th>Estimated Time Frame</th>
</tr>
</thead>
</table>
| 1        | Using Agency     | Agency Director forwards the following to DPSM  
|           |                  | a) Request to participate in program  
|           |                  | b) Name and phone number of Program Manager, and  
|           |                  | c) Executed Director's Statement of Responsibility (Attachment C).                                                                                                                                  | Variable             |
| 2        | DPSM             | Provide training session for agency Program Manager. Provide card application.                                                                                                                                 | 1 – 2 weeks          |
| 3        | Using Agency     | Complete card applications. Work with DPSM to establish appropriate limits for each card. Forward completed applications to DPSM for submission to bank. Draft internal control procedures and submit to DPSM for review and approval. | Variable             |
| 4        | Bank             | Issue card(s) to DPSM                                                                                                                                                                                  | 2 weeks              |
| 5        | DPSM             | Review agency internal control procedures. Upon approval, notify agency of approval and availability of card(s).                                                                                          | 2 weeks*             |
| 6        | Using Agency     | Train card users on conformance with this Procedural Memorandum and the agency's internal control procedures. Use the card in accordance with both policy and procedures.                                     |                     |
| 8        | DPSM             | Download and process county's weekly billing report. Transfer processed billing file to mainframe for posting to FAMIS. Prepare payment request documentation for Dept of Finance.                        | Weekly               |
| 9        | Dept of Finance  | Post transaction information to FAMIS. Pay bank via wire transfer based on amount provided by weekly billing report.                                                                                     | Weekly               |
| (DOF)    |                  |                                                                                                                                                                                                     |                      |
| 10       | Using Agency     | a) On a weekly basis, reconcile individual purchase receipts and credits to weekly transaction report (See page 10, for alternative reconciliation method).  
|          |                  | b) On a monthly basis (minimum), reconcile amounts posted to FAMIS to bank records. Distribute clearing account to appropriate expenditure accounts.                                                        | As Indicated         |
| 11       | DPSM/DOF         | Internal Audit: Conduct coordinated reviews to assure that cards are being used in accordance with guidelines.                                                                                         | Periodic             |

*Two weeks are generally concurrent with two-week period shown in #4. While bank is processing card applications, DPSM reviews agency internal control procedures.*
EMPLOYEE ACKNOWLEDGEMENT DISCLOSURE FORM

County of Fairfax

[Agency Name]

By signing below, I, (employee’s name), agree to the following regarding participation in the County’s procurement card program.

1. I have read and familiarized myself with the County’s Procedural Memorandum 12-02, Use of the County Procurement Card, and my agency’s Procurement Card Internal Control Procedures. I agree to comply with the guidelines set forth in those procedures.

2. I agree to return the card to the agency Program Manager or his/her designee upon my departure from the agency, or upon the manager’s request.

3. If the card is lost or stolen, I will immediately notify JPMorgan Chase Bank at 1-800-316-6056.

4. I understand that misuse of the card may result in disciplinary action, including termination of employment and possible criminal prosecution.

Employee’s Name (Printed)

Employee’s Signature Date

Employee’s Telephone Number and Work Location

Supervisor’s Signature Date

Program Manager’s Signature Date
USING AGENCY DIRECTOR’S STATEMENT OF RESPONSIBILITY

I acknowledge responsibility for my Agency’s proper use of the County’s Procurement Cards and will assure that my Agency follows all policies and procedures regarding card use, security, and accounting.

Director’s Name (Typed or Printed)

Signature Date

Agency Name

When completed, please forward this form to the procurement card Program Administrator in the Department of Purchasing and Supply Management (DPSM).
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<tr>
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<td>Package Stores</td>
<td>X</td>
<td>0</td>
<td></td>
</tr>
<tr>
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<td>0</td>
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<tr>
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<tr>
<td>5921</td>
<td>Package Stores</td>
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<td>Pawn Shops</td>
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<td>7297</td>
<td>Massage Parlors</td>
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<td>All other MCCs</td>
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<td>$2,500.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Maximum single transaction limitation. This figure may be set lower by agency request.
FINANCE
Accounts Payable
Procurement (Credit) Card Management for Appropriated Funds

This regulation supersedes Regulation 5350.1.

I. PURPOSE
To establish procurement (credit) card procedures.

II. RESPONSIBILITIES
A. The Office of Finance shall be responsible for administering the procurement card program, i.e., approving procurement card applications and helping to resolve problems.

B. The Office of Supply Operations shall be responsible for approving card use procedures relating to procurement, e.g., per-order limitations, allowed products, etc.

C. Principals and program managers shall be responsible for ensuring compliance with the provisions of this regulation.

III. DEFINITIONS
A. Procurement Card
A credit card issued by a financial institution for the purpose of enabling FCPS schools, centers, and offices to acquire needed goods and services in a timely and efficient manner.

B. Program Managers
Principals, directors, and other individuals responsible for fiscal oversight.

C. Financial Institution
The procurement card service provider. Refer to Notice 5350 for the name and telephone number of the procurement card vendor.
IV. PROCEDURES

A. Requesting a Procurement Card

1. Program managers shall complete a new cardholder enrollment form (Attachment A, Section 1) and forward it to the Accounts Payable Section, Office of Finance.

2. The procurement card shall be issued in the name of the school, department, or individual.

3. An individual requesting a card issued in his or her own name must complete a new cardholder enrollment form (Attachment A, Sections 1 and 2) and obtain approval from his or her program manager or cluster director or the department assistant superintendent. The card must be surrendered immediately upon retirement, reassignment, or termination or at the request of an authorized representative of Fairfax County Public Schools.

4. An index and a subobject code shall be assigned to each card.

5. The Accounts Payable Section will review all new procurement card requests for completeness and accuracy and, upon approval, forward the request to the financial institution. The Accounts Payable Section shall retain copies of all properly approved requests.

6. Procurement cards shall not be transferred to another FCPS facility or staff member.

B. Procurement Card Use

1. The procurement card shall be used in accordance with established procurement regulations. Purchases of materials, with the exception of textbooks, shall not exceed $5,000 per order. While there is no requirement to obtain competition for material purchases, price quotes are encouraged whenever possible.

2. The procurement card shall not be used to purchase materials stocked in the FCPS warehouse.

3. FCPS is exempt from sales tax for goods purchased in Virginia or delivered to Virginia. Retail sales of meals, charges for lodging, and purchases of goods in other states or the District of Columbia are subject to sales tax. Refer to the current version of Regulation 5320 for details. The program manager shall be responsible for recovering sales tax paid on exempt purchases.

4. The program manager shall monitor the fund availability for his or her school or department. Procurement card charges shall not exceed the available balance.
5. The procurement card shall not be used to obtain cash advances.

6. The procurement card shall not be used at a post exchange (PX), base exchange (BX), commissary, or any other military facility.

7. The procurement card shall not be used for entertainment purposes.

8. The procurement card may be used for travel purposes, provided the card has been previously authorized for travel.

9. The procurement card may be used at Internet sites that provide encryption measures, a fraud protection guarantee, and a high level of security.

10. The procurement card is to be used by FCPS employees for business use only. Personal purchases are prohibited. Misuse of the card shall result in revocation of the procurement card and disciplinary action, up to and including termination of employment. Each employee must read and sign the procurement card employee acknowledgement disclosure form (Attachment B) before using the procurement card(s) for the first time.

C. Procurement Card Accountability

1. The program manager shall be responsible for the security of the procurement card(s).

2. The program manager shall be responsible for preauthorizing procurement card purchases.

3. The program manager shall maintain a procurement card log (Attachment C) that records each procurement card purchase.

4. The program manager shall immediately report lost or stolen cards to the financial institution and to the Accounts Payable Section.

5. The program manager shall immediately report unauthorized use of the procurement card to the Accounts Payable Section.

D. Statement Approval Procedure

1. Monthly statements will be mailed directly to the program manager by the financial institution. It is the program manager’s responsibility to verify the correctness of the statement by performing the following:

   a. Verify that all transactions included on the monthly statement are accurate.

   b. Retain original charge tickets, receipts, invoices, and other supporting
documentation along with the statement. These items shall be maintained in a file at the school or office for six fiscal years.

c. Approve the monthly statement by signing and dating the statement.

d. Forward a copy of the approved monthly statement to the Accounts Payable Section by the 20th of the month following the statement date. Failure to comply with this process for two consecutive months may result in the revocation of the procurement card.

e. If no charges were made against the procurement card during any billing period, a negative report shall be submitted to the Accounts Payable Section (See Attachment D).

2. If any items are disputed, the program manager shall first try to resolve the situation directly with the merchant. If unable to resolve the dispute, the program manager shall fully document the situation and send a copy of the statement and a cardholder dispute form (Attachment E) to the financial institution. A copy of the dispute form shall also be forwarded to the Accounts Payable Section.

E. Payment Procedure

1. A consolidated weekly report and an electronic data transmission, identifying all purchases made with Fairfax County Public Schools procurement cards, shall be sent by the financial institution to the Office of Finance, Accounts Payable Section.

2. The Accounts Payable Section shall review the weekly consolidated billing and send payment to the financial institution. Adjustments for disputed charges shall be made during the next billing cycle.

3. Purchases shall be posted against the index and subobject code assigned to each card.

F. Financial Management Report (FMR) Reconciliation

1. The program manager shall ensure that all charges have been posted correctly.

2. The program manager shall take immediate corrective action if the budget allocation has been exceeded or if charges have been posted incorrectly.

G. Cardholder Services

1. The Accounts Payable Section provides the following customer services:

   a. General card or account questions
b. Requests for new cards and cancellation of card accounts

c. Requests to change the single transaction or monthly spending limits

d. Transaction rejection inquiry

e. Duplicate statement requests

f. Damaged card replacement

g. Spending limits and monthly credit balance information

h. Lost or stolen card reporting

2. Refer to the current version of Notice 5350 for the name and telephone number of the procurement card vendor. Contact the procurement card vendor to:

a. Report a lost or stolen procurement card

b. Dispute charges that appear on the monthly statement

See also the current version of: Regulation 5320, Sales and Use Tax
Regulation 7410, Purchasing—Goods and Services Acquisition
Notice 5350, Procurement (Credit) Card Management
NEW CARDHOLDER ENROLLMENT FORM

Section 1 (school or department card)
FACILITY NAME ________________________________

SINGLE TRANSACTION LIMIT __________________
MONTHLY CREDIT LIMIT ________________________

INDEX-SUBOBJECT ____________________________

FACILITY POINT OF CONTACT _____________________
PHONE ________________________________

SIGNATURE OF PROGRAM MANAGER ____________________
DATE ________________________________

Section 2 (individual card)

NAME OF INDIVIDUAL (please print) ______________________

SIGNATURE OF INDIVIDUAL ________________________________

AUTHORIZED BY ________________________________
(program manager, cluster director, or assistant superintendent)

DATE ________________________________
PROCUREMENT CARD
EMPLOYEE ACKNOWLEDGMENT DISCLOSURE

By signing below, you (Fairfax County Public Schools employee) agree to the following:

You agree to use the FCPS procurement card only for actual and necessary business expenses. You understand that misuse of this card shall result in disciplinary action up to and including termination of employment.

You agree to surrender the card immediately upon retirement, reassignment, or termination or at the request of an authorized representative of Fairfax County Public Schools. You understand that use of the card after privileges are withdrawn is prohibited.

If the card is lost or stolen, you will immediately notify the procurement card vendor as identified in Notice 5350.

______________________________
Employee's Name (printed or typed)

______________________________
Employee's Signature

______________________________
Facility Name
PROCUREMENT CARD STATEMENT NEGATIVE REPORT
FY ______

Facility Name ______________________

Principal or Program Manager ______________________ Date ____________

(signature)

If a procurement card was not used during the billing cycle, please use this form to report that information to the Office of Finance. Write the card name where indicated, and mark an "X" below the month that the card was not used.

Please forward the approved form to the Accounts Payable Section of the Office of Finance by the 20th of the following month.

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<th>CARD NAME</th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>
CARDHOLDER DISPUTE FORM

CARDHOLDER INFORMATION:
Card Name: ____________________________  Card No. ____________________________
FCPS Program Manager: ____________________________
Work Phone: ____________________________
Date: ____________________________
Signature: ____________________________

MERCHANT INFORMATION:
Merchant Name: ____________________________
Dollar Amount Disputed: ____________________________

DISPUTE TYPE:
____ Erroneous Charge
____ Duplicate Posting
____ Erroneous Amount (provide supporting documentation indicating correct amount)
____ Credit Not Posted (enclose copy of credit voucher or return merchandise receipt)
____ Other

DISPUTE EXPLANATION:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
<table>
<thead>
<tr>
<th>Field Name</th>
<th>Type</th>
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<th>Length</th>
<th>Description</th>
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<td>2</td>
<td>D</td>
</tr>
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<td>5</td>
<td>2</td>
<td>Calendar month except for periods 13 and 14</td>
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