# **IMPORTANT NOTICE**

# THIS IS AN ELECTRONIC PROCUREMENT (eBID)

# SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE PORTAL (https://fairfaxcounty.bonfirehub.com)

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating proposals. To register, visit <a href="https://fairfaxcounty.bonfirehub.com">https://fairfaxcounty.bonfirehub.com</a>. Additional assistance is also available at Support@GoBonfire.com.

Submitting proposals via the Bonfire portal is **mandatory**. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this RFP. Reference Special Provisions, Section 17 for additional information.

Fairfax County strongly encourages offerors to submit proposals well in advance of the proposal submission deadline. A proposal submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its Proposal.

## 1. SCOPE:

- 1.1. The purpose for this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations to implement and maintain a fully-functional, turn-key, highly-configurable, scalable, seamlessly integrated Law Enforcement Records Management System (RMS) for the Fairfax County Police Department (Agency) in accordance with the terms and conditions of this RFP. Either on-premise or cloud-hosted solutions will be considered.
- 1.2. The scope includes the entire life cycle of the legally binding agreement which Fairfax County (County) would execute with the Contractor including but not limited to: Implementation planning; Project management; All necessary technology and software; Integration and installation services; Servers, handheld devices and other hardware; Testing and training; Data migration and conversion; End-user Documentation; Technical Documentation; System Recovery; Archiving, backup and restore capabilities; and Post-implementation warranty and annual maintenance support.
- 1.3. Refer to Sections 7, 8 and 9 and the accompanying Attachment B for a summary of RMS application, functional, technical, interface and other requirements.
- 1.4. For purposes of this RFP, an organization or individual submitting a proposal is referred to as an Offeror. The successful Offeror(s) awarded a contract under this RFP is referred to as the Contractor(s).

# 2. OFFEROR QUALIFICATIONS:

- 2.1. The County will only accept proposals from Offerors meet the following qualifications:
  - a. Offeror must have implemented the full solution as proposed, or some or all of the products and services comprising the solution, to at least two (2) US-based organizations of such one (1) is comparable size to Fairfax County (or at least 50 sworn officers).
  - Offeror's solution must use Microsoft SQL Server as the database. Solutions using Oracle will not be considered.
  - c. Offeror's RMS solution must comply with the principles of Incident-Based Reporting, with the capability to incorporate IBR validation logics within the application.
  - d. Offeror's solution must be Criminal Justice Information Services (CJIS) compliant and all County data must reside on physical services located within the United States.
- 2.2. The County prefers that proposals from Offerors meet the following qualifications:
  - a. Offeror has not been terminated for cause from any information system implementation in the past five (5) years.
  - b. Offeror has not filed for bankruptcy protection under Chapter 7 or 11 in the past seven (7) years.
- 2.3. Offerors shall submit Attachment A-10 with their proposal to demonstrate compliance with these requirements and preferences.

# 3. PRE-PROPOSAL QUESTIONS AND ANSWERS:

3.1. All requests for information and clarifications shall be submitted in writing to:

Ron Hull, Contract Specialist
Department of Procurement and Material Management
Email: ronald.hull@fairfaxcounty.gov

- 3.2. Answers to questions will be provided to all prospective Offerors via publicly posted addenda to the solicitation.
- 3.3. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement.

# 4. CONTRACT PERIOD AND RENEWAL:

- 4.1. This contract will be for ten (10) years with two (2) one-year renewal options available or "as negotiated".
- 4.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Department of Procurement and Material Management (DPMM).
- 4.3. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

#### 5. BACKGROUND:

- 5.1. Fairfax County is in the northeast corner of Virginia and has an area of approximately 400 square miles with a population in excess of 1.3 million and more than 340,000 land parcels. More general information about Fairfax County can be found at:
  - https://www.fairfaxcounty.gov/demographics/fairfax-county-general-overview
- 5.2. The Fairfax County Government is organized under the Urban County Executive form of government as defined under Virginia law. The governing body of the County is the Board of Supervisors, which makes policies for the administration of the County. The Board of Supervisors is comprised of ten members: The Chairperson, elected at large, and one member from each of nine supervisor districts, elected to a four-year term by the voters of the district in which the member resides. The Board of Supervisors appoints a County Executive to act as the administrative head of the County. The County Executive carries out the Board's policies, directs business and administrative procedures, and recommends officers and personnel to be appointed by the Board of Supervisors.
- 5.3. The Fairfax County Police Department was established in 1940. Its mission is to protect persons and property by providing essential law enforcement and public safety services, while promoting community involvement, stability, and order through service, assistance, and visibility. The Agency has approximately 2000 total personnel to include over 1,400 sworn personnel and 600 civilian personnel. This ranks the Agency as one of the top 50 largest police departments in the country. The Agency has a ratio of 1.33 Officers per 1,000 residents, the lowest percentage of the top 50 police departments, yet enjoys the lowest crime rate of these agencies.
- 5.4. The Agency has three Deputy Chiefs, one each assigned to Patrol, Investigations and Operations Support, and Administration. The Patrol Bureau operates from eight District Stations located throughout the County and includes Animal Protection Police,

the Gang Investigations Unit, and Crime Analysis. The Criminal Investigations Bureau includes the Major Crimes Division, the Organized Crime and Narcotics Division, Victim Services Section, Crime Scene Section, and a Criminal Intelligence Unit. The Operations Support Bureau is comprised of the Motor Squad, Helicopter Unit, Marine Patrol, SWAT, and Canine Section. The Deputy Chief for Administration oversees the Criminal Justice Academy, Personnel, Information Technology, Technical Services, False Alarm Unit, Northern Virginia Regional Identification System (NOVARIS), an Automated Fingerprint Identification System (AFIS), and the Media Relations Bureau.

5.5. The Police Department is the primary investigative agency on criminal matters in Fairfax County and is nationally recognized as a leading, progressive police department. The Fairfax County Police Department was one of the first in the National Capital Region to introduce Computer Aided Dispatch and Mobile Data Terminals in 1987. The size and complexity of the Agency demands leading edge technology to aid patrol officers and other public safety employees in their premiere service to the community. In Fiscal Year 2018 the Agency handled:

Module	Count	
Accident	14335	
Arrest	25900	
Call for Service	874030	
Case Management	10197	
Citation	109783	
Field Contact	6855	
Incident	83262	
Supplement	46916	
Warrant	10941	

- 5.6. County-wide Networks: Fairfax County operates a carrier class fiber optic network called I-Net. It consists of a fiber optic ring spanning the County and suppling network connectivity to 200+ sites via seven geographically located hub-sites. The core of this network uses DWDM Dense Wave Division Multiplexing technology to supply a 10Gig pathway to each hub-site as if they were directly connected to each other. This DWDM technology is self-healing allowing for disruptions in the ring. As a backup in technology to the DWDM Core the County also connects the hubs to each other via native 10Gig Ethernet. Each of the County's eight Police stations and the two 911 Centers are connected to the I-Net via 10Gig connections rate limited to 3Gig. For backup each station also is served by a 1Gig third party circuit in the event of an I-Net failure. In the stations the local area network LAN is a standard of 1Gig to the desktop. Each station also has an 802.11AC WiFi network in select areas. For security the County utilizes MPLS Multi-Protocol Label Switching to carve the physical network in to Security zones. CAD Computer Aided Dispatch is in its own security zone and Police operations is in the corporate security zone. Data flow between these zones is controlled by firewalls to allow CAD and other data to populate the RMS, data warehouses, and other applications for public safety. The mobile environment for the Police consists of MCT's deployed in each frontline vehicle with commercial cellular connectivity (moving to FirstNet) and the ability to connect to County WiFi hotspots at each station. Each MCT is also configured with NetMotion VPN to encrypted the data flow and manage the process of which is the best available network. NetMotion is also enabled to provide session persistence in areas of poor network coverage.
  - a. Enterprise Data Communications Network: The County's Enterprise Network is the main data backbone serving all County agencies. The network is operated by the Department of Information Technology and serves over 12,500 devices in more than 300 locations. TCP/IP is the sole network protocol with Gigabit Ethernet backbones available at the Government Center and other public safety campuses. 100MB desktop connectivity is

- standard at each campus. Remote sites are connected with varying levels of service depending on requirements. Public safety sites on the County's enterprise network each have a minimum of full T1 access.
- **b.** Public Safety Network: In addition to enterprise network connectivity, each public safety facility accesses the CAD through a separate public safety network. This network utilizes standard hub and spoke configuration emanating from the DPSC facility to some 60 sites. Each link is composed of a T1 line.
- 5.7. The County currently uses The Intergraph Law Enforcement Automated Data System (I/LEADS) for law enforcement records management developed and maintained by Hexagon (formerly Intergraph). The County also uses The Intergraph Computer-Aided Dispatch System(I/CADS) for 9-1-1 dispatch. The County intends on maintaining I/CADS and will require continued integration with the new RMS resulting from this procurement. A bi-directional interface with the then-current version of I/CAD will be required. Interfaces and queries to other systems will be required as listed in Attachment B: Requirements Worksheet.

## 6. FUTURE STATE SOLUTION:

- 6.1. The County has identified the need to modernize its Public Safety information systems, technologies, and applications to better support the operations of its Public Safety Entities. Fairfax County is seeking a software solution that addresses its RMS requirements in a natively integrated environment that will minimize the need for numerous specific custom-built interfaces. It is critically important that the solution comply with all applicable local, state, federal, and regional or other laws and regulations applicable in connection with the use of the application.
- 6.2. The Agency's desired objectives are as follows:
  - a. Replacement of the current RMS.
  - Inclusion of all associated RMS functional requirements as described in <u>Sections 7</u>,
     8 and 9 and described in <u>Attachment B</u>.
  - c. Inclusion of all appropriate interfaces between the Offeror's RMS application and the Agency's existing IT architecture and applications in <u>Sections 7, 8 and 9 and described in Attachment B.</u>
- 6.3. Project Objectives: To enhance the County's ability to prevent, respond to, manage, and analyze situations threatening the safety and property of citizens. This includes enhancing critical emergency services resources. An integrated RMS will lay the foundation for intelligence led policing, enhanced criminal justice, and overall strategic public safety deployment. The fundamental principles that guide the project are:
  - The RMS must advance the overall mission, goals, and objective of the Agency by making public safety personnel more efficient in analyzing incident data to identify trends.
  - b. A system that enhances the reliability, accuracy, and quality of data available to Agency personnel and will operate on the principles of "single point of data entry" and query.
  - A system that must be Commercial, off the shelf (COTS) applications with minimal or no customization.
  - d. A system that is highly configurable through use of system administration and other tools to meet specific user needs or preferences.
- 6.4. Current Technology: The Agency is aware of current industry technologies and is seeking a balance between mainstream and state-of-the-art technology. The agency wants to deploy solutions that will prolong the life of the new RMS and postpone the need for replacement. Based on this, the County envisions that the RMS will be based upon current, proven technology that is derived from current industry standards.

# 7. STATEMENT OF REQUIREMENTS:

- 7.1. Fairfax County expects that the new RMS will provide users with readily accessible tools that allow them to share tactical information, often in real time and on-site, with several different entities. The Agency has identified approximately 262 functional requirements; refer to Attachment B: Requirements Worksheet.
  - a. Functionality: For purposes of this RFP, this functionality is grouped into 30 functionality categories as outlined below:
    - 1. General Requirements:
    - Master Indices:
    - 3. Administrative Reporting and Printing:
    - 4. Automatic Field Reporting (AFR)
    - Mobile Client Software
    - 6. Local/Non-Local Storage of Data
    - 7. Teletype Requirements
    - 8. Geographic Requirements
    - 9. National Incident Management System
    - 10. Criminal Investigation Analysis
    - 11. Case Management
    - 12. Crime Analysis
    - 13. National and Virginia Incident-Based Reporting
    - 14. Personnel Information Management
    - Officer Activity Tracking
    - 16. Community Policing Activity Tracking
    - 17. Victim Services Unit
    - 18. Accreditation
    - 19. General Report Entry and Processing
    - 20. Incident Report Processing
    - 21. Incident Reporting
    - 22. Supplemental Incident Reporting
    - 23. Arrest Reporting
    - 24. Field Contact Reporting
    - 25. Accident Reporting
    - 26. Citation Reporting
    - 27. Warrant Management
    - 28. Evidence Collection and Management
    - 29. Offense/Charge Code Administration
    - 30. Query and Interfaces
  - b. Expansion: Within the County, the RMS will provide the foundation for several important ancillary public safety systems that support various management and analytical processes for public safety executives. In addition, future improvements to this environment may include expanding the system into an integrated criminal justice system connecting to systems in the courts, probation, Sheriff's Department and other relevant entities.

## 8. RMS REQUIREMENTS:

- 8.1. **RMS System Administrator:** The Offeror's RMS solution must provide a suite of system administration tools to support the effective ongoing operation of the systems. All system administration procedures must be supported by a detailed logging, auditing, and reporting capability. Changes to one agency/user-group configuration must not affect any other agency/user-group configuration. System administration capabilities are referenced in Attachment B, at a minimum, must include the ability to:
  - a. Create and maintain user accounts
  - b. Manage backup and recovery processes
  - c. Monitor and tune system performance Install and configure hardware
  - d. Install and configure/update software
  - e. Import new or updated GEO files, including addresses and street centerlines

- f. Monitor and maintain interfaces
- g. Schedule procedures
- h. Manager disaster recovery procedures
- i. Configure alerts
- j. Organize and maintain system documentation
- k. Perform remote management
- 8.2. **Database Administration:** Database administration tools and capabilities native to the proposed database environment for the Offeror's RMS, are referenced in Attachment B, must include but are not limited to:
  - a. Alter on-screen field attributes, i.e. positioning labels, drop-down lists
  - b. Specify min/max ranges for fields
  - c. Specify edit and validation checks on fields
  - d. Modify content of drop-down lists, radio button lists, etc.
  - e. Perform system diagnostics
  - f. Monitor and tune database performance
  - g. Perform database back-up and recovery
  - h. Execute queries
  - i. Download data directly into Excel or SQL Server format
  - j. Support integration via web services
  - k. Configure alerts
  - Log and achieve all database activity

Database import and exports must be accomplished with minimal impact on system performance and shall retain the integrity of all relational linkages. Import/export tools must support both automated and ad hoc operations.

- 8.3. **System Documentation**: The Successful Offeror will supply updated documentation in printed and electronic format (MS Word Format) at no additional cost to the County. The Offeror's RMS solution must include complete documentation including, at a minimum:
  - a. Technical Documentation: Must describe the technical architecture of the product as installed, configured and customized. The Offeror must compile and provide complete documentation for all COTS and customized components of the RMS minimally including:
  - b. **Data Dictionary** 
    - 1. Database Table Layouts
    - 2. Interface Specifications
    - 3. Data Conversion Process
    - 4. Programs
    - 5. Schema
    - 6. Stored queries and procedures
    - 7. Report Lavouts
  - c. **System Administrator Documentation** –electronic copy.
  - d. **User Documentation** electronic copy.
  - e. **Updated Documentation** The Successful Offeror shall provide updated technical, administrator, and user documentation when major system changes and/or upgrades occur.
  - f. **System Configurations** The Successful Offeror shall provide documentation for any system configurations and integrations.
- 8.4. **Product Support:** As part of the RMS model, the Agency requires Contractor-provided technical and product support to include:
  - a. **Technical Support (Mandatory):** 
    - 1. Available 24/7/365.
    - 2. Provide first-tier technical support on all RMS-related technical issues.
    - 3. Conduct off-hour maintenance tasks.
    - 4. Troubleshoot software issues.
    - 5. Liaison with third-party vendors.

6. Problem escalation and management.

#### b. **Software Developer:**

- 1. Normal business hours.
- 2. Track and manage software support issues and requests.
- 3. Operate internal help desk.
- 4. Troubleshoot software issues.
- 5. Problem escalation and management.
- 6. Execute off-hours systems maintenance tasks as directed by system.

# c. System administrator:

- 1. Normal business hours.
- 2. Conduct all system administration and security functions.

#### d. Database administrator:

- 1. Normal business hours.
- 2. Conduct all database administration functions.

#### e. **Network Analyst:**

- 1. Normal business hours.
- 2. Monitor and tune performance of wired and wireless infrastructure.
- 3. Troubleshoot network issues.
- 4. Troubleshoot mobile device connectivity issues.

#### f. Site Manager:

- 1. Normal business hours.
- 2. Lead Offeror support representative.
- 3. Serves as liaison between the Agency and Offeror personnel.
- 4. Manages ordering and installation of emergency equipment to effect repairs.

## g. Response Time:

 The Agency requires a maximum of two-hour response time after hours and weekends.

# h. Help Desk:

- 1. The Agency requires remote help desk support by phone be available to all personnel 24x7x365.
- 8.5. **Software Maintenance:** The Successful Offeror shall make available to the Agency at no additional charge all software updates as they are released so long as the Agency is currently under the Offeror's software maintenance agreement. If the Agency opts to take advantage of the updated version, the Offeror shall install and support it under the on-site maintenance agreement. Updated documentation must be delivered concurrently with the software update.
- 8.6. The Offeror's RMS must be designed to operate as a component of a comprehensive, multi-user, incident- based Public Safety Information Technology Environment.
  - a. **Browser-Based:** The Offeror's system must be browser-based and allow authorized users to retrieve, enter, and modify information through the Agency's intranet and enterprise network utilizing a browser interface with SSL security.
  - b. The Offeror's RMS must also have the ability for authorized users to retrieve, enter, and modify information in an off-line mode. For technical specifications navigate to the following website:

    https://www.fairfaxcounty.gov/informationtechnology/it
  - c. CJIS Compliant: The Offeror's RMS must comply with all security requirements as outlined in Version 5.7 of the CJIS Security Policy (CJISD-ITS-DOC-08140-5.7) found by navigating to the following web address: https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center
  - d. Configuration: The Offeror's system must be fully configurable and offer users the utmost in flexibility and ease-of-use. Agencies must be able to modify everything from the user-defined fields and the appearance (screen and report layouts) to the behavior (data validation rules and workflow capabilities) of the system. The system must allow users to create basic and advanced data queries and customized data views. Queried data must be viewed in printed report format, visual report format,

and exportable to industry standard file formats.

- e. Mapping Component: The Offeror's system must include a mapping component that provides analytical tools for viewing and accessing spatial relationships among stored data. Any data that can have an address or coordinates should be capable of being represented visually on the map. This includes incidents and other events, districts, jurisdictional boundaries, and hospitals. The GIS mapping system should be fully ESRI compliant and the Offeror must be able to import the Agency's GIS data and/or link to the Agency GIS. The Offeror must provide means to facilitate new uploads of GIS data for use with their software.
- f. Data Storage: The Offeror's system must be capable of maintaining a minimum of ten (10) years of incident data online without having to retrieve archived data.
- g. System Administration: The Offeror's system must include an Administration and Security module which allows the FCPD System Administrator to control security, maintenance, of tables, maintenance of reports, screens, etc. Ref Section 8.1.
- h. Hardware Peripherals: The Offeror's system must support hardware peripherals such as bar code scanners, biometric devices, document scanners, etc. in both the desktop and mobile environments.
- i. Required Interfaces and Data Conversion:
  - Contractor Supplied Modules: All required interfaces between Offeror-supplied RMS modules and Offeror-supplied sub systems must be provided to enable the proposed solution to perform its stated purpose. RMS reporting and any other vendor-supplied products must have a seamlessly integrated public safety application suite.
  - Current Requirements: All currently known requirements for data conversion and system interfaces for the RMS environments are documented in Attachment B
  - 3. Standardized Reporting: The RMS must also have the ability to produce standardized data extracts, for example SQL Server and MS Excel, for input to external systems. The RMS must have the ability to accept GPS-derived location data to support reporting and analytical procedures.
  - 4. The Offeror's System must be capable of interfacing with the Fairfax County Sheriff's Office future Jail Management System (JMS) or the Sheriff's Office instance of a Reporting Management System (SO-RMS).
  - 5. Future Requirements: Interface requirements for any new system(s) will be based on Agency IT databases and networks standards. The RMS must have the capacity to accommodate additional requirements as they arise throughout the life of the systems, to include the development of interfaces.

# j. Criminal Investigation and Analysis:

- 1. Investigations: The system must track associations between persons such that it must be possible to determine from a name search all other persons who have been associated with that person as a co-defendant, in a vehicle during a field interrogation, as a witness against the person or in any other capacity. The system must have the ability to retrieve cases with similar modus operandi to assist officers and detectives in solving crimes. It must also have the capability to identify cases with a large number of matched suspect descriptors. The system must allow authorized users to "compartmentalize" data contained within their case reports and supplements. For example, the system administrator and authorized users must be able to configure the system so that all original and supplemental reports are not accessible to others. The system must be capable of preparing photo arrays from the County's mug shot database based on user input of suspect descriptors.
- 2. **Case Management:** The system must provide a variety of management and analysis tools to better manage investigator workloads, monitor performance,

and allocate departmental resources. Investigative case management must provide for the assignment and tracking of cases for investigative and patrol purposes. It must support case management activities of individual detectives and patrol officers, allowing the broadest access to available information resources, either on local systems or through message switching to remote databases. Supervisors must be able to obtain workload information, assess all requests for new investigations, be reminded of deadlines, and interact with detectives electronically. They must be able to view existing assignments, shift resources, and notify detectives of changes required. All case management capabilities must have a high degree of security and limited access via system authorization. It is expected that the automated workflow provided by the Offeror's RMS will provide data distribution and automated case management capabilities online.

- 3. Crime Analysis: The system must support continual improvement of police operations and administration by providing a crime analysis module that provides graphical and statistical tools for analyzing the occurrence of crime and other reported incidents within the County. It must permit the easy analysis of data for the purposes of identifying and solving a crime series as well as the analysis of criminal offenses that are thought to share the same causal factor given their descriptive, behavior, spatial, or temporary commonality. The County requires both standard and comprehensive ad hoc crime analysis/reporting capabilities that provide non-technical users with the ability to easily generate maps, statistical, and summary reports based on system data.
- 4. Incident Based Reporting: The Agency is certified to submit data to the National Incident-Based Reporting System (NIBRS) and the Virginia Incident-Based Reporting System (VIBRS). The Agency submits monthly reports of criminal incidents through the Virginia State Police to the Federal Bureau of Investigations. The Offeror's RMS must comply with the principles of Incident-Based Reporting. The County must also be able to resubmit corrected data as required under reporting standards.
- 5. Arrest and Booking: The system must have the capability to interface with the SQL-Server-based Jail Management System and provide an arrest processing module for entering and storing information about all persons arrested by the Agency and Sheriff's Office; provide the ability to capture, maintain track, analyze, and report on numerous user-definable data fields of information on arrested persons; and arrest information must be linked to associated CAD event information, event report, mug shot, fingerprints, and associated court information. The system must have the ability to capture, maintain, analyze, and report on data from all fields on the Central Criminal Records Exchange (CCRE), Arrest form (SP-180), and the Virginia Uniform Summons (PD Form 60).
- 6. Warrant Control: The Warrant Control Subsystem must assist the Police Department and Sheriff's Office in the tracking and control of all arrest warrants. The system must provide a means for tracking the disposition of warrants; provide a means for tracking the physical location of arrest warrants; track recall information about a warrant; and provide a means to import warrant control information into the teletype system for entry into VCIN/NCIC. The system must be able to track all information related to attempts to serve warrants, court orders, and summonses and must provide the ability to easily produce user-defined pre-formatted and ad-hoc management reports based on all data fields in the subsystem.

For more information on the Virginia Criminal Information Network (VCIN) navigate to this web address:

http://www.vsp.virginia.gov/CJIS VCIN.shtm

- 7. Automated Field Reporting: The Offeror's system must include a user-friendly Automated Field Reporting (AFR) system that is available to both desktop computers and mobile computer terminals and have a future capacity to support hand-held devices. The Offeror's AFR client must be completely integrated with both the Agency's CAD system and RMS. The system must enable on-line creation/submission of reports from the network utilizing a wireless RMS connection. It must include the ability to pre-populate needed forms with information supplied from CAD, allow for customizable workflow changes, and accommodate supervisor receipt/review/editing/approval as well as re-routing of reports. Users must be able to access and complete an AFR report form even when the network connection has failed. If the network connection is lost while a user is completing a report it shall not result in the loss of any data or cause the application to freeze and/or crash.
- 8. **Principle Reporting:** The system must be capable of posting to a web page, all reports (statistical, graphical, etc.) including Agency case reports and the results of RMS queries; preparing an automated agency-definable 24-hour report which provides a summary of reported offenses during the previous calendar day for a user-definable area; facilitating the preparation of a Summary of Offenses Report which provides a summary of each offense by user-definable parameters including date, time, offense type, location of occurrence, and status for each offense; and preparing user-definable management reports regarding patrol, investigative, case management, arrest, juvenile, demographic profiling, calls for service, and any other Agency activity.

#### 9. TECHNOLOGY PROFILES AND ADDITIONAL REQUIREMENTS

# 9.1. Fairfax County Information Technology Profile and Requirements:

- a. The Solution proposed for meeting the requirements of this solicitation must be proposed in entirety to include core software, database, bolt-ons, interfaces and reporting tools. The Offeror will be responsible for any integration between its proposed products. The County will direct methodology and design for interfaces required to existing County applications associated with the functional and technical requirements of this project. It is anticipated that the Solution will use a modern webbased application architecture, be operational out-of-the-box on any mobile device OS, produce reports and data analytics as required in the functional specifications, and be capable of interface with the County's GIS, public website and SAP-based enterprise resource planning (ERP) system referred to as the Fairfax County Unified System (FOCUS). Information about Fairfax County IT Projects, Standards, environments and platforms can be found in the Information Technology Plan, <a href="https://www.fairfaxcounty.gov/informationtechnology/it-plan">https://www.fairfaxcounty.gov/informationtechnology/it-plan</a>
- b. Fairfax County IT Management Overview The Department of Information Technology (DIT) is the County's central IT agency that establishes standards and architecture for information and communication systems for all County agencies. DIT provides leadership, process, governance, resources, and expertise in deploying information technology, and provides technology infrastructure, and designs, develops, implements and maintains enterprise-wide and agencies' specific applications. The Director of DIT is also the County's Chief Technology Officer (CTO) and has authority for strategic leadership for technology investments, and direction in deployment of technology county-wide, and oversees implementation of policy and IT projects. DIT has a Project Management Office that works with all agencies' Project Managers (PM) in reviewing project plans for performance and scope, and approving project expenditures. DIT assigns a technical PM who is responsible for working with project System Integrators (SI) on the technical implementation processes.
- c. The County prefers that IT solutions use industry standards out-of-the-box, including contemporary best practices for solution architecture, configurability, integration, user access and data security; be available 24x7x365; are scalable and meet

- reasonable performance requirements; and allow for appropriate maintenance windows.
- d. If the solution will be a custom build by an SI, then DIT will specify the standard for the build and the solution underlying infrastructure.
- e. If the solution is a commercial licensed software product, it is expected that the solution delivered is based on its manufacture specifications and not manipulated outside its developed architecture and development standards. The solution design should recommend the hardware and database environment that ensures optimal performance, supportability and reliability.
- f. If the solution is hosted outside the County's IT environment, such as a subscription service, the provider must adhere to County IT Security standards for data security and privacy and user access from the County's local and remote network. DIT will specify remote access specifications.

# 9.2. County Networking Environment:

- a. The County's technology architecture is a tactical asset that defines technology components necessary to support business operations and the infrastructure required for implementation of technologies in response to the changing needs of government business and industry evolution. It is a multi-layered architecture that includes:
  - Application and Data Architectures,
  - 2. Platform Architecture,
  - 3. Network Architecture,
  - 4. Internet Architecture, and
- Security Architecture. More information about the County's enterprise architecture is available in the Information Technology Plan, published by the County DIT, at https://www.fairfaxcounty.gov/informationtechnology/it-plan

## 9.3. Information System Requirements:

- a. Information systems delivery and management is governed by the Architecture Review Board (ARB) and other program specific committees that are chartered to manage scope and functionality delivery issues, and advise and/or direct development efforts and promote conformance to a variety of standards, including but not limited, to those in the Information Technology Plan, <a href="https://www.fairfaxcounty.gov/informationtechnology/it-plan">https://www.fairfaxcounty.gov/informationtechnology/it-plan</a>. The DIT ARB provides technical review and sign-off of Solution designs.
- b. In general, Solutions that are installed on premises at Fairfax County use industry standards and must meet the following requirements, which are described in the Information Technology Plan,

https://www.fairfaxcounty.gov/informationtechnology/itplan:

- 1. Enterprise Architecture and Standards
- 2. Application Platforms and Architecture and
- 3. Database and Operating Systems
- c. Deviations: Deviations from the architecture and standards may become a barrier to the sustainability of the County's integration and interoperability posture and may be subject to further review. All Offerors must specifically disclose all aspects of the proposed solution which deviate from the documented standards and desired architectures, and provide approaches for consideration about the manner in which non-standard components may be integrated.

d. Graphical User Interfaces: The County has standard templates that are required for its websites to have maximum consistency across applications and content. Any hosted applications and some COTS applications should be able to present through the County template or simulation for County brand and identity. Alternatives to using these templates must be arranged through the County DIT.

## 9.4. IT/Cyber Security:

- a. All solution components must meet Information Security practices as described in the Fairfax County Information Technology Security Policy: https://www.fairfaxcounty.gov/informationtechnology/sites/informationtechnology/file s/assets/security/pm70-05 01.pdf.
- b. Offerors must include in their proposals a complete Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements (Attachment C).
- c. The solution as implemented must be compliant with all federal and Virginia laws and regulations governing the access, use and management of Personally Identifiable Information (PII), Payment Card Industry (PCI) compliant and meet Americans with Disabilities Act (ADA) requirements.
- d. Offerors must include in their proposals the completed Attachment L: Fairfax County IT Services Provider Consultant/Contractor Agreement, for the firm and its personnel that have roles in the implementation and management of the solution implementation and post implementation maintenance and support, as applicable. This requirement is non-negotiable.
- e. Contractor personnel are subject to monitoring by the County IT Security Office (ISO), and any person of the Contractor or its subcontractors or representatives that breach IT Security Policy and/or ethics are automatically removed from the engagement.
- f. Sensitive and Confidential Information: Sensitive or Confidential information may not be removed from Fairfax County premises unless the information's owner has approved such removal in advance. This includes, but is not limited to, portable computer hard disks, portable memory devices (including USB drives), tape cartridges, and paper documents containing sensitive or confidential information. This paragraph does not apply to authorized off-site backups which are in encrypted form.
- g. Authorized Tools and Programs: Except as otherwise expressly authorized by DIT/ISO, users shall not download, install or run security programs or utilities that reveal weaknesses in the security of a system. For example, Fairfax County users shall not run password cracking programs, network reconnaissance/discovery software/applications, key loggers, packet sniffers, network mapping tools, port scanners or any other non-approved programs while connected in any manner to the Fairfax County network infrastructure.
- h. Remote Access: Authorized users accessing the County's network remotely shall abide by security policies and procedures to protect the County's equipment, data, and network access as if they were working on premises.
  - Remote access is a service provided by the County and shall be used for authorized business purposes only. To this end, management shall approve every request for remote access.
  - 2. Remote access to the Fairfax County network shall be done using the DIT provided or supported services that are approved by the Information Security Office.
  - 3. Agencies or individuals who wish to implement non-standard Remote Access solutions

- to the Fairfax County production network shall obtain prior approval from DIT and the Information Security Office.
- 4. Secure remote access shall be strictly controlled. Control will be enforced via remote access authentication using security tokens that provide one-time password authentication or public/private keys with strong pass-phrases. Furthermore, users may not share passwords or access devices to permit others onto the County network.
- 5. Remote Access control will be enforced via network and system level auditing. This information will be readily available for monitoring and review by appropriate personnel.
- 6. External access to and from information systems shall meet Fairfax County remote access standards and guidelines.
- 7. Fairfax County employees and Contractors with remote access privileges shall ensure that their County-owned or personal computer or workstation, which is remotely connected to Fairfax County's network, is not connected to any other network at the same time, with the exception of personal networks that are under the complete control of the user.
- 8. Reconfiguration of a home user's equipment for the purpose of split tunneling or dual homing is not permitted.
- 9. All hosts that are connected to Fairfax County internal networks via remote access technologies shall use the most up-to-date anti-virus software.
- 10. By using remote access technology with personal equipment, users shall understand that their machines are a de facto extension of Fairfax County's network, and as such are subject to the same standards that apply to County-owned equipment; therefore, their machines shall be configured to comply with Fairfax County policies and DIT standards for anti-virus software and patch management.
- 11. Employees and Contractors with remote access shall provide their IP address (if using cable or DSL) to the Information Security Office and implement DIT defined security standards on their home systems, which include, but are not limited to, anti-virus software and firewalls. Periodic scans will be made against these addresses to ensure proper security measures are in place. Violators will have their remote access privileges revoked.
- 12. The County monitors its networks and systems for security violations. Users agree to this monitoring when they use the service.
- 13. The link shall be encrypted whenever a computer network connection is established between a County computer and another computer at a location outside an official Fairfax County office, and whenever this connection transmits, or is likely to transmit sensitive information.

#### 9.5. Ownership of and Access to Data, Source Code:

- a. All County data is and must remain the sole property of the County. Therefore, all tools and capabilities native to the Offeror's solution should be available to the County to allow for full access to that data. All tables, layouts, queries, stored procedures, XML schema and other content developed to support the operation of a database and/or County applications in the Fairfax environment become the property of the County, and shall be available to the appropriate County personnel as needed and upon request.
- b. Source code shall revert to the County if the Contractor files for bankruptcy or protection from creditors in a court of law. The County shall have full rights to use

source code for any purposes other than resale. The same applies if the Contractor is merged or acquired and the software is no longer supported. Software source code will be updated to reflect the most current version of the software source code materials including all adjustments and configuration made for Fairfax County.

- c. Once contract is awarded, Contractor must provide documentation about schemas or database table organization at a level of detail that enables report writers to navigate and extract all information necessary to produce ad hoc reports.
- d. All source code developed under a given task order must remain the sole property of the County. Contractor may request permission to re-use portions of the code written by their staff, however, this request must be made in writing to the Fairfax County Department of Procurement and Material Management for review and approval.
- e. The above is not meant to include proprietary programs, tools or other intellectual property. However, such claim to proprietary content cannot intrude on the County's right to access its data without undue interference or additional cost.
- f. Data owned by Fairfax County may not be used by the Contractor for any purposes without the express written consent of the appropriate County representative. Data covered under specific federal, state and local privacy laws are confidential. Any breach of privacy is cause for termination of contract.
- g. Data Access (Off-Premise): If the solution is hosted outside the County's network the County requires 24/7 access to all data and all communications, transactions, and all other records of business concerning the software in relation to the agencies that utilize and/or access the RMS.

# 9.6. **Standard County Data:**

a. Certain elements are standardized in format and content to enable enterprise-wide data usability, coordination of services, analysis, and public safety. New systems that use any of these elements are required to meet these requirements and any deviation from the standard must be documented and approved by the CTO.

#### 9.7. **Interoperability:**

The County is pursuing each of these three types of interoperability in the venues where most suited:

- a. Application Level Interoperability: Agencies or organizations use the same application to perform the same business functions. Shared applications are useful if the application is built specifically with that purpose in mind.
- b. Data Level Interoperability: Agencies or organizations use standards-based technologies to share specific data elements in specific ways.
- c. Portal Level Interoperability: Portals enable communities of interest (both citizen constituents and business development community) to share data that is of relevance to each through a common interface or portal. Portal level interoperability provides the option to offer several services via a single intuitive and customer-centric portal and to address multiple communities of interest. Portals bring streams of data to particular communities of interest and enable filtering, chat functions and other tools and capabilities to be used against the data stream. Portal level interoperability relies on standards-based data level interoperability. There will also be a robust portal for County staff to access and utilize the solution.

# 9.8. Hardware Requirements:

a. If the proposed solution will be implemented and hosted at the County, all hardware must be specified. If components of the proposed solution deviate from this requirement,

please specify in the technical proposal for consideration.

- b. The County may require up to six separate computing environments, with the ability to run concurrently, for sandbox, development, testing, training, acceptance, and production. To ensure that each environment is technically equivalent, duplicate servers and workstations as specified below shall be utilized except where virtual machine technology is preferred by the County. The County will work with the Contractor to duplicate or approximate other relevant environmental considerations such as the network and system loading to ensure realistic testing scenarios are facilitated.
- c. System hardware requirements should be listed in detail to include make and model required for the full implementation of the application. All hardware components must be sized appropriately to ensure that the performance requirements of the Contractor's application will be met. Equipment specifications provided by the County within this RFP shall be considered as minimal requirements. Deviations for hardware proposed will be finalized during final design stages of the project.
- d. The County maintains a four-year replacement program for workstations and a four-year replacement program for servers and associated ancillary equipment. The Contractor shall prepare technology refreshment specifications and costs for installed hardware currently under maintenance agreement every four years or when requested. If the proposed refresh is accepted in whole or part, the Contractor shall install and support the identified equipment through the warranty and subsequent maintenance periods.

#### 9.9. Disaster Recovery/Continuity of Operations:

- Regardless of the architecture of its systems, the Contractor shall have developed a. and be continually ready to invoke a Business Continuity and Disaster Recovery ("BC-DR") plan that at a minimum addresses the following scenarios: (i) The central computer installation and resident software are destroyed or damaged, (ii) System interruption or failure resulting from network, operating hardware, software, or operational errors that compromises the integrity of transactions that are active in a live system at the time of the outage, (iii) System interruption or failure resulting from network, operating hardware, software or operational errors that compromises the integrity of data maintained in a live or archival system, (iv) System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the system, i.e., causes unscheduled system unavailability. The BC-DR plan shall account for and be in effect during the entire period beginning with project kickoff and ending with the end of any turnover period. This BC-DR plan must be prior approved by the County.
- b. Fairfax County operates a contemporary near real-time co-location site for county applications and data off-site. The solution proposed must be able to seamlessly failover and be active-passive. If components of the solution proposed are a subscription service hosted by the Offeror or third-party data center, the Offeror must include provision and description of its DR site and procedures. Fairfax County must have direct access to inspect the host and co-location sites.
- c. The Contractor's Disaster Recovery plan should document the processes necessary to respond to system disruption or a disaster that would affect the system.
- d. The Contractor's Disaster Recovery plan shall identify the activities, resources, and procedures needed to carry out processing requirements for a prolonged period of time.

# 9.10. **Information Management:**

- a. Back-up and Recovery: The RMS servers must have an appropriate automated back-up capability for system and application back-up and recovery. Back-up media shall be in a format suitable for off-site storage. The system must provide different back-up schedules for various system components configurable by the system administrator. Incremental and full back-up capabilities must be provided. System back-ups must be accomplished without taking the application out of service and without degradation of performance or disruption of operations.
- b. Data Integrity: The RMS must ensure the integrity of the data which they maintain. Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability must not result in the inaccurate or inconsistent data residing in the system. If data transfers occur, the system must provide a method of audit validation to ensure that all data sent was received in the target application.
- c. Automatic Update of Workstations/MCTs: All software installation and updates to both desktop workstations and mobile data computer terminals should be accomplished through an automated process and not require a technician to perform manual installation(s) on each workstation/MCT.

#### **10.** TASKS TO BE PERFORMED:

**Expectations:** This section details the County's expectations of the specific tasks and deliverables that the Successful Offeror (referred to as "Contractor" in this section) will be required to perform during the project. The County desires a turnkey solution where the Contractor is responsible for delivering and implementing a complete working system as defined throughout this RFP and attachments including on-site installation assistance. Contractor should base their implementation plan and resource allocation on the phases listed below. Offerors can also propose alternate implementation tracks in addition to the one described below if they feel it will provide significant benefits to the County Offerors should include a detailed discussion of the proposed benefits of implementing an alternate track, if one is provided. Refer to Section 11: Technical Proposal Instructions.

# a. Phase 1: Contract Award and Gap Analysis:

- Contractor staff including dedicated onsite project manager begin work following contract award.
- 2. Contractor, along with County staff, performs a Gap Analysis leading to a draft implementation Plan and revised Detailed Functional Matrix. This will be completed within 60 days of contract award.
- 3. Contractor submits implementation work plan for Agency approval. The implementation plan will include agreed upon systems configuration, including functionality, and all modules to be include in any phase of the project.
- 4. County and Contactor agree to a comprehensive final list of deliverables and milestones.
- 5. Agency and Contractor agree to final fixed price for implementation work plan. Payments will be based on specific deliverables and completion of milestones.
- 6. County approved final implementation work plan is considered a contact document. Any significant changes from proposed implementation workplan may require contract amendment.

#### b. Phase 2: Project Implementation Steps:

- 1. Technical set-up and project preparation.
- 2. Application Development and Configuration
- 3. Acceptance Testing
- 4. Training
- 5. Production Configuration, Implementation.
- 6. Cut-Over and Acceptance
- 7. Warranty and Implementation Gap Analysis
- 8. Post-Production Maintenance and Support

#### 10.1. PROJECT IMPLEMENTATION AND WORK-PLAN MANAGEMENT:

- a. Time of Delivery: Within 15-days of completing the Gap Analysis phase, the Contractor will provide the Agency with a revised Project Implementation Plan to include major milestones and time to completion. The Work Plan, milestones, and deliverables will include delivery/completion schedules that clearly identifies time of delivery.
- **b. Risk Management**: The Contractor must prepare a formal risk management plan for the proposed project. Both the Contractor and County personnel will develop a risk management strategy based on industry protocol.
- **c. Business Process Evaluation:** The Contractor will work with the Agency Configuration Team to identify existing business processes. The Contractor's RMS will be implemented based on these identified processes. If the existing process can't be implemented or supported, the Contractor must provide alternate processes or a solution to work around.
- **d. Updates:** The Contractor will provide bi-weekly updates on project status to the Agency Configuration Team. Updates should include information about completed or pending actions, status of deliverables, variances from work plan projections, planned versus actual delivery dates, etc.
- e. Application Development and Configuration: The Contractor shall customize the base system in accordance with the Gap analysis, work plan, and functional specifications developed in Phase One. Working with County personnel the Contractor shall perform all data conversion of an estimated 975 GB of data and initial table loading tasks. The Contractor shall configure the system to meet operational and performance requirements including multiple user environments; all interfaces (internal and external); all telecommunications links, mobile environments, and security environment.
- f. Acceptance Testing: The Contractor must demonstrate through an acceptance process stress test that the system performs as required in the Agency's technical environment, from various remote facilities and that the system meets or exceeds the Agency's functional requirements. The final acceptance test must use Fairfax County approved data and include report generation. The final acceptance test must exercise all functionality and components successfully. The Contractor must test back-up/recover features successfully. The failure of any specific portion of a test will require that the entire test be rerun, not just the failed portion of the test.
- g. Training: The Contractor shall develop a final training work plan and curriculum to be approved by the Agency project manager for training of approximately 2,000 county staff. The work plan should also include periodic follow-up and updates to the training plan and curriculum when any new release or version on any application is installed. The Contractor must develop a training plan and curriculum that specifies the required training and technical staff supporting the application. The approved training schedule must be closely coordinated with Agency staff to coincide with the installation of the software and hardware. The Contractor will also establish the RMS training environment. Upon acceptance by the Agency's project manager, the Contractor shall implement said approved plan.
- h. Cut-Over and Acceptance: Cut-over activities must closely parallel the Agency approved cut-over plan. A cut-over workgroup comprised of Agency personnel, Contractor personnel, and other associated service providers will be formed to plan and execute the cut-over. The County requires all documentation of changes, file structures, and any other technical changes to the base system, as well as updated source code.
- i. Warranty and Implementation Gap Analysis: After final production acceptance, the system will move into the warranty phase. The warranty period begins after system acceptance and certification by the County that the application is in production use. The Contractor will perform gap analysis of production versus Agency requirements.
- j. Post-Production Maintenance and Support: The system shall move into maintenance and

support mode upon the termination of the warranty period. The Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided and shall keep all software current. Unless otherwise negotiated the County assumes all customizations and software code is fully covered under the Maintenance Agreement, if any.

- k. Additional Services: As upgrades and updates are available, the Contractor may be asked to provide other consulting services to meet the needs of the Agency. The Offeror's staff must be available for consultation on an as-needed basis between 0800 to 1630 hours, Monday through Friday. If additional work within scope, but not included in this RFP, is requested by the County, it will be based on a Statement of Work, utilize labor rates and conform to County standards.
- 10.2. **Background Check:** The County will conduct background checks and interviews on the Contractor's staff involved in the project. The County will determine which staff require the check based on the proposed staffing plan. Badging may be required for Contractor staff accessing County facilities.

#### 11. TECHNICAL PROPOSAL INSTRUCTIONS:

- 11.1. Offerors may propose on-premise or vendor hosted solutions, or both. If proposing both, the Offeror must clearly describe any differences between the two solutions throughout its technical proposal.
- 11.2. Proposals should not contain extraneous promotional materials. Offerors should utilize common terminology wherever possible. Proposals should cover the general topics outlined in this section and emphasize the Offeror's approach to work. Proposals will be evaluated based on information presented by the Offeror and the evaluation criteria listed in the RFP. The Offeror must submit the Technical Proposal containing the following divided tabs:

#### Tab 1 – Executive Summary and Cover Letter

- a. Executive Summary: The Offeror will provide an Executive Summary, which will not exceed three pages in length, that presents in brief, concise terms a summary level description of the contents of the Proposal. The Executive Summary will also summarize what the Offeror believes is its value proposition to the County – what sets its proposed solution, approach to planning, implementation, and approach to maintenance and support and its organization apart from other Offerors.
- b. Cover Letter: The cover letter will provide a brief history of the Offeror and its organization. The letter will indicate the principal or officer of the Offeror organization who will be the Agency's primary point of contact for negotiations. This individual must have the authority to negotiate all aspects of the scope of services and provisions on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

# 11.4. Tab 2 –Offeror Background

11.3.

- a. **Offeror Profile and Product History:** The Offeror will provide a profile of its organization and all other companies who will be providing products or services either through a subcontracting arrangement with the Offeror or through a separate contract to be negotiated with the Agency. At a minimum, the Offeror will provide the following information on a single page:
  - 1. Number of years in business
  - 2. Number of years involved with RMS software.
  - 3. Total number of employees
  - 4. Number of employees dedicated to RMS (support, development, etc.)
  - 5. Total number of RMS clients

- 6. Average size of RMS client's organization/number of officers
- 7. List of clients with at least 50 users live on a currently supported version of the RMS.
- 8. Number of signed contracts in progress
- 9. Latest gross sales revenue
- 10. Latest gross income
- 11. Latest 10Q Security Exchange Commission
- b. Financial statements for the past two business years; if no audited financial statements are available, please provide annual revenue, annual gross profit margin, total debt, and total capitalization for each of the past two years.
- c. Details of any disciplinary actions or other administrative action taken by any jurisdiction or person against the Offeror's organization. List and summarize all judicial or administrative proceedings involving any sourcing activities and antitrust suits in which the Offeror has been a party within the last five years. If the Offeror is a subsidiary, submit above information for all parent companies.

# 11.5. Tab 3 – Qualifications, Experience and References

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

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in the RFP. Information about experience should include direct experience with the specific subject matter. The Offeror's record should reflect experience in work of a similar magnitude to that being proposed. Relevant experience must be associated with projects completed not more than three years prior to the date of this RFP. The Offeror should highlight their experiences with installing an integrated RMS.
- b. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task and work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified. Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current email addresses and telephone numbers must be included.
- c. **References:** Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact person(s), email addresses, and telephone numbers for such reference. The Offeror will provide a reference for at least <a href="https://documers.com/thee-customers">https://documers.com/thee-customers</a>. References should contain the contact information for relevant installation sites, including customer name(s), site location(s), industry, customer base, user base, implementation date, hardware platform, product name/version number, and a brief description of the engagement.

## 11.6. Tab 4 – General Solution Description

- a. **Proposed Solution:** This section will describe the infrastructure the Offeror utilizes for it proposed solution. The Offeror will provide information on the following as described within the RFP:
- b. Identify the product(s) being proposed with a general description of its functions and features. The Offeror will include enough detail to provide an understanding of the product(s) being proposed. If you have deployed the proposed system on mobile devices and tablets, include a description and functionality.

- Include a high-level data model or entity relationship diagram representing the major data entities and relationships supported by the product and a list of the standard reports available in the system.
- d. Include an architectural diagram of the integrated system(s) showing any third-party software proposed to complete the solution.
- e. **Software Updates:** The Offeror must explain how new releases or upgrades are handled; indicate how long it takes on average to install and test a change/release/upgrade, and describe the typical process used to implement updates/changes/releases. Offerors shall also provide the dates and release number for enhancements and service releases for the past five years.
- f. **Risk Management:** Offerors are directed to describe their typical risk management approach in past engagements of similar scope, lessons learned, and applicability to the current requirement.
- Warrantees: The Offeror shall include in its proposal a list and description of warranties provided.
- h. **Acceptance Test:** The Offeror must describe its preferred approach to accomplish the task as well as its experience with similar situations. The Offeror should also describe what Fairfax County resources would be required to accomplish this task, both in terms of number and skills of personnel.
- i. Business Continuity: The Offeror must describe its system recovery and file protection plan for the proposed system. These methods must be able to preserve the integrity of applications and data and must provide immediate system and data recovery. Offeror must provide acceptable minimum downtime possible considering the required hours of operation. Offeror should also describe how they provide backup and recovery and/or redundancy pertaining to routine back-ups as well as disaster recovery and describe how system provides for emergency failover with no disruption. Offeror should provide an up-to-date disaster recovery plan, if available.
- j. **System Architecture:** System Architecture Requirements: Offeror must address the following areas for the proposed system:
  - 1. Specify the exact platform, version, and revision level of the operating system that is being proposed as well as the upgrade path they have adopted.
  - 2. Application programming language.
  - 3. Security: Physical security, intrusion detection, application security, security management, security auditing and reporting, active directory support, integration with federally sponsored interoperability programs.
  - 4. Minimum and recommended tablet configuration for optimized performance of the application.
  - 5. Server and other hardware and database requirements and configurations based on County's unique installation, if proposing an on-premise solution.
  - 6. Network requirements.
  - 7. Wireless protocol.
  - 8. Minimum and recommended handheld configuration for optimized performance of the application.
  - 9. Application Content: The Offerors are directed to identify in their response which, if any, OS, database, and application content and capabilities would not be available to the Agency due to claims of protection of proprietary content.
  - 10. Product Support: The support provided by the Offeror must be comprehensive, responsive, and benefit the Agency upon implementation.
  - 11. Deviations: Deviations from the architecture and standards represents a barrier to the implementation of the Agency's public safety integration and interoperability goals and may be reviewed with prejudice. Responses must detail areas where deviations occur and explain the reason for the deviations, the proposed alternative, and the benefits to be accrued by the Agency by accepting the deviations.

- 12. Discuss protocol for providing multiple environments including: Production, Training, Warehouse and Test/Development. Test/Development will be needed for any configuration changes the County makes (reports written, user-defined fields, etc.) that should be tested before being built in production. All customization development for the County should be done in Test/Development environment so that the County may test before approving for migration to Production.
- k. Database Software: The Offeror will identify the relational database management product and the associated query and reporting software being proposed with a general description of the technical specifications and features in the software. To judge the application's architecture, the County desires to review the database design of the proposed system. Offerors should document the tables, fields, and associated database components in their response. Explain how database administration is accomplished.

#### Desktop and Connectivity:

- 1. Identify the approach for connecting the proposed solution with the client desktop to allow user access to the new systems.
- 2. Discuss the County's current environment in terms of the proposed solution with identification of missing components required to support the proposed solution. The Offeror must specify all software required to reside on the user desktop to access the application.

# m. Implementation Plan & Services:

The Offeror will present an implementation plan addressing three major components of the proposed solution: Project Timeline, Project Approach, and Project Organization for each one of the Phases, Tracks, and Steps described in Section 10.1.

- Project Timeline: The Offeror will provide in this section an implementation schedule
  to delineate all activities, tasks, and responsibilities of the Offeror and County, including
  the Agency's management, users, and technical personnel. Included should be a
  timeline demonstrating the sequence of events from the point of contract award through
  final user acceptance. Include Gantt charts to illustrate phases, activities, comments,
  milestones, decision points, and deliverables.
- Project Approach: The Offeror will include a comprehensive plan for completing all
  activities required for successful product implementation. The plan should include a
  description of the Offeror's approach to project management, product configuration,
  product engineering, data conversion, reporting, interface development, product
  documentation, training, testing, installation, installation support, post-implementation
  support, and final acceptance.
- n. Support: The Offeror will provide a detailed description of its proposed post implementation maintenance and support. The Offeror will describe the process for the Agency to request future product enhancements. The Offeror will describe process for correction if a major bug or flaw is found. Describe Help Desk operations and the process for escalation of issues. Offerors should also describe available user group activities and support.
- o. Training: Offerors must propose a comprehensive training curriculum minimally covering:
  - a. RMS End-User Training for: Field Personnel, Supervisory Personnel, Detectives, Analysts, Command Staff and Administrative Personnel.
  - b. Mandated Reporting
  - c. Ad-Hoc Reporting
  - d. RMS System Administration
  - e. RMS Technical Operations
- p. Additional System Details: Although the County will focus on the selection of a Records Management System, the County has an interest in exploring additional business and technology solutions. Offerors may elect to submit information detailing other systems, which

may be integrated, with their RMS solution. These additional solutions should provide enhanced levels of automation, operation, and service. If included, information and pricing regarding these "other systems" should be clearly identified as additional functions and features in the proposal and cost worksheet. The County may elect to pursue these additional business and technology area for inclusion in the Offeror's best and final offer.

q. **Contract Closeout:** The Offeror will provide a detailed description of its procedures at the termination of the contract including return of County data, delineating the format in which the data is returned, and any time restrictions for retrieval of the data. Include details on working with any 3<sup>rd</sup> parties or subcontractors. If there would be a cost associated with retrieval of data, it must be included in the cost proposal.

# 11.7. Tab 5 – Response to Requirements Worksheet

Accurately complete Attachment B: Requirements Worksheet which accompanies this RFP. The worksheet provides an outline of the functional and technical requirements for a new RMS that the Agency considered in preparation of this RFP. The Offeror must indicate in the comments section of the worksheet the page number and location within their proposal where they have provided a full and complete explanation of their response.

# 11.8. **Tab 6 – Staffing**

- a. Project Organization and Staffing: A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the Offeror, and amount of time to be devoted to the project. This includes consultants as well as regular employees. Provide the names, backgrounds, and experience on similar types of contracts. Provide a project organization chart outlining the reporting structure and primary responsibilities of each position. In addition, identify the requirements for the County's management, user and technical support for the project. If use of subcontractors is proposed, identify their placement in the project organization and provide the primary responsibility for each subcontractor.
- a. Fairfax County requires an on-site project manager for system implementation, and will require on-site support for at least four weeks after Go Live. On-site support will continue until the system has run continuously for four weeks without any significant system outage or processing problem.
- b. **Assigned Personnel:** The Offeror will state guarantees that designated key personnel will remain as proposed and assigned to this contract for its duration unless no longer employed by the Offeror. The Agency must approve any substitution or other change in team personnel in advance.

#### 11.9. Tab 7 - Sample Deliverables

In this section of the technical proposal, the Offeror should provide samples of the following deliverables. Samples may be from prior projects and can have redacted confidential or proprietary details, but must demonstrate the offerors capacity to produce the deliverables outlined below.

- a. RMS Design and Implementation work plan showing the entire system's life cycle.
- b. Project Management and Communications Plan
- c. Risk Management Plan
- d. Test Plan including Test Scenarios, Test Cases and Test Scripts
- e. Training Materials Package
- f. Training Plan
- g. End-User Manuals and Quick Reference Guides
- h. Solution Technical Documentation
- i. Data Conversion and Migration Plan
- j. Incident and Defect Resolution Log and Report

- k. Cutover and Acceptance Plan
- I. Implementation Closeout Report
- m. Solution Maintenance and Support Plan
- n. Maintenance and Support Activity Reports
- o. Incident Reports Solution Maintenance
- p. Solution Operations and Hosting Plan

# 11.10. Tab 8 – Assumptions and Constraints, Suggestions and Expectations

**Treatment of Issues:** The Offeror, if deemed appropriate, may comment 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, and may propose alternative approaches.

# 11.11. Tab 9 – Acceptance of IT Security Provisions for Cloud-Based Solutions

Information Technology Security and Compliance: Fairfax County Systems and Data Centers are required to comply with Federal, Commonwealth, and local laws and policies regarding the protection of confidential, sensitive, and proprietary information. Included is a link to the Fairfax County Information Technology Security Policy:

https://www.fairfaxcounty.gov/informationtechnology/sites/informationtechnology/files/assets/security/pm70-05 01.pdf

#### 11.12. Tab 10 – Fairfax County Agreements/Acknowledgements

- a. Offeror Data Sheet (Attachment A-1);
- b. Business Classification Schedule (Attachment A-2);
- c. SCC Registration Information (Attachment A-3);
- d. Request for Protection of Trade Secrets or Proprietary Information (Attachment A-4);
- e. Business, Professional and Occupational License (Attachment A-5);
- f. Certification Regarding Debarment or Suspension (Attachment A-6);
- g. Certification Regarding Ethics in Public Contracting (Attachment A-7):
- h. List of Exceptions (Attachment A-8);
- i. Affirmation of Legally Required Contract Terms (Attachment A-9);
- i. Table of Conformance (Attachment A-10);
- k. Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements (Attachment C);
- I. Fairfax County IT Service Provider Consultant/Contractor Agreement (Attachment D).

Note: Attachment D: Fairfax County IT Service Provider Consultant/Contractor Agreement should be signed by an authorized representative of the firm. If the Offeror's firm is awarded a contract, all personnel assigned to work shall be required to sign this document and submit to Fairfax County designated personnel.

# 11.13. Tab 11 – Contractor Agreements

Offeror must provide a copy of all agreements as part of their response to this proposal if they are to be utilized during the performance of the contract. The agreements provided should be the actual documents (or exact duplicates) of the forms to be used for this project, not a typical or sample document. Failure to provide any such agreements may result in the Offeror's proposal being deemed non-responsive.

# 12. COST PROPOSAL INSTRUCTIONS:

12.1. The Offeror must submit a cost proposal fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee inclusive of planning, implementation, maintenance and support and hosting costs. The Offerors cost proposal must include all charges of any kind associated with the Product and Service/Solution provided. Any attempt to add fees to the pricing after award will not be considered.

- 12.2. Please note that there are separate tabs within the Cost Proposal Workbook (Attachment E) for an on premise solution and a cloud hosted solution. The Offeror shall complete and submit the Cost Proposal Workbook as applicable to its proposed solution (on premise, cloud hosted or both). Failure to provide the completed version of worksheets may cause the Offer to be determined to be non-responsive.
  - a. One Time Implementation Expenses: Provide a detailed breakdown of all costs required for the successful system implementation. The Offeror shall fully identify all costs associated with the proposed solution including licensing, training, data conversion, interface development, etc. Costs for implementation services should include all travel and related costs.
  - b. Annual Cost: The solution should include all software, maintenance, support and hosting in one annual fee.
  - c. Additional Environments: Provide pricing for each additional environment including one-time set up cost and additional annual cost per year for support and maintenance.
  - d. Hourly Rates: Propose a pricing for labor categories for services not covered under annual cost that may be needed for consulting services or additional services over the duration of the resulting contract. All hourly rates shall be fully loaded and shall include all associated costs such as travel expenses.
- 12.3. The Offeror must submit a payment schedule based on deliverables or milestones for all phases of this project.

#### 13. PRICING:

- 13.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices, not to exceed 3%.
- 13.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 13.3. Price decreases shall be made in accordance with paragraph 41 of the General Conditions & Instructions to Offerors. (Appendix A)

#### 14. TRADE SECRETS/PROPRIETARY INFORMATION:

- 14.1. 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.
- 14.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.
- 14.3. Request for Protection of Trade Secrets or Proprietary Information (Attachment D) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 14.4. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

#### 15. CONTACT FOR CONTRACTUAL MATTERS:

15.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Ron Hull, Contract Specialist Department of Procurement and Material Management Telephone: (703) 324-3282

Email: Ronald.hull@fairfaxcounty.gov

No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 20.3).

# 16. REQUIRED SUBMITTALS:

- 16.1. 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. Required documentation includes:
  - a. Technical Proposal (including DPSM Form 32 and Attachments A-D)
  - b. Cost Proposal (including Attachment E)

# 17. SUBMISSION OF PROPOSAL:

- 17.1. Proposals must be received electronically through Fairfax County's online Procurement Portal at: https://fairfaxcounty.bonfirehub.com, on or before the Submittal Deadline. Submissions will only be accepted through the portal. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: https://fairfaxcounty.bonfirehub.com, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com or click on the link "Contact Bonfire Support here" under Need Help?. (Note: it takes an average of 16 minutes to an hour for a response). Therefore, offerors shall take the necessary steps to submit their proposals in advance.
- 17.2. Offerors can view all the user guide which provides step by step instructions regarding use of Bonfire: https://support.gobonfire.com/hc/en-us/categories/360000773733-User-Guides.
- 17.3. Listed below are some helpful guides that will assist offerors regarding Registration and Submission:
  - Vendor Registration https://support.gobonfire.com/hc/en-us/articles/360011135513-Vendor-Registration
  - Creating and uploading a submission
     https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors
- 17.4. If, at the time of the scheduled proposal closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire system.
- 17.5. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal Internet Explorer

- 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.
- 17.6. 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.
- 17.7. Unnecessarily elaborate brochures of other presentations beyond what is considered sufficient to present a complete and effective proposal is not desired.
- 17.8. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

#### 18. ADDENDA:

- 18.1. Offerors are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.
- 18.2. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at <a href="https://www.fairfaxcounty.gov/solicitation">www.fairfaxcounty.gov/solicitation</a>.

#### 19. PROPOSAL ACCEPTANCE PERIOD:

19.1. Any proposal submitted in response to this solicitation shall be valid for 365 days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

# 20. BASIS FOR AWARD:

- 20.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 20.2. 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 technical proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 20.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 14.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.

- 20.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make onsite presentations/demonstrations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 20.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

#### 20.6. Proposal Evaluation Criteria

CRITERION		PERCENTAGE
Technical Proposal	Executive Summary and Cover Letter	2.5
	Offeror Background	2.5
	Qualifications, Experience and	10.00
	References	
	General Solution Description	10.00
	Response to Requirements Worksheet	20.00
	Staffing	7.5
	Sample Deliverables, Assumptions,	7.5
	Constraints and Exceptions,	
	Acceptance of IT Security Provisions for	2.5
	Cloud-Based Solutions, Contactor	
	Agreements Fairfax County Agreements	
	and Acknowledgements	
	Contractor Agreements	2.5
Cost		20.00
Proposal		
Onsite		15.0
Presentation/Demonstration		

- 20.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 20.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 20.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

- 20.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 20.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

#### 21. INSURANCE:

- 21.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damages or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 21.2. The Contractor shall, during the continuance of all work under the contract provide the following:
  - a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
  - c. The Contractor agrees to maintain owned, non-owned, and hired Commercial Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Commercial Automobile Liability policy, or a Comprehensive General Liability policy.
  - d. The Contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per claim to cover each individual professional staff.
  - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - f. Rating Requirements:
    - (1) Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
    - (2) European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
    - Indemnification: Article 59 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
  - g. The Contractor will provide an original, signed Certificate of Insurance citing the contract

- number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent before any work is started.
- h. The Contractor will secure and maintain all insurance certificates of its subcontractors, if any, which shall be made available to the County on demand.
- i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the Contractor while in their care, custody and control for the use of this contract. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten (10) business days of demand by the County. These certified copies will be sent to the County from the contractor's insurance agent or representative.
- 21.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 21.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 21.5. The County, its officers and employees shall be named as an "additional insured" in the General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

# 22. METHOD OF ORDERING:

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

#### 23. REPORTS AND INVOICING:

- 23.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 23.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized

monthly invoice (or as agreed to between the parties), which must include the information listed below:

- a. County assigned contract number
- b. County assigned purchase order number
- c. County Project Manager name
- d. The name of the County department
- e. Date of services
- f. The type of service/deliverable or milestone; and,
- g. The itemized cost for each item/service.
- 23.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 23.2, a-g. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

# 24. CHANGES:

- 24.1. 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.
- 24.2. 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.

# 25. DELAYS AND SUSPENSIONS:

- 25.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 25.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 25.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

# 26. ACCESS TO AND INSPECTION OF WORK:

26.1. 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.

# 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 Small Business and Supplier Diversity https://www.sbsd.virginia.gov; local chambers of commerce and other business organizations.

## 31. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 31.1. Reference Paragraph 72, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 31.2. It is the Contractors 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 contract's 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. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

34.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.