

PRE-PROPOSAL CONFERENCE

RFP10-145265-44

An optional pre-proposal conference will be held on October 30, 2009, in Conference Room 120C, at 10:00 A.M., at the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax Virginia. All offerors are urged to attend. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any aspect of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract administrator at dpsmteam4@fairfaxcounty.gov prior to the pre-proposal conference.



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427

FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

ISSUE DATE: October 2, 2009	REQUEST FOR PROPOSAL NUMBER: RFP10-145265-44	TITLE: Route & Customer Service Management Hardware Software
DEPARTMENT: DPWES-DSWCR	DUE DATE/: November 19, 2009 @ 3:00 P.M.	CONTRACT SPECIALIST: Joseph M. Brozena, 703-324-3287/joseph.brozena@fairfaxcounty.gov

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

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole
Proprietor)

Prompt Payment Discount: ___% for payment within ___ days/net ___ days

Fairfax Business Prof. & Occupational
Licensing (BPOL) Tax No.

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.

BUSINESS CLASSIFICATION – CHECK ONE: ☐ LARGE ☐ SMALL **Described in Appendix B**

CHECK ONE: ☐ MINORITY-OWNED ☐ WOMEN-OWNED **Described in Appendix B**

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which Incorporated: _____

Vendor Legally Authorized
Signature

Date

Print Name and Title

Secretary

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



TABLE OF CONTENTS

SPECIAL PROVISIONS

SCOPE OF CONTRACT.....	1
PRE-PROPOSAL CONFERENCE.....	1
CONTRACT PERIOD AND RENEWAL.....	1
BACKGROUND.....	2
STATEMENT OF REQUIREMENTS.....	6
STATEMENT OF NEEDS.....	6
TASKS TO BE PERFORMED.....	8
TECHNICAL PROPOSAL INSTRUCTIONS.....	11
COST PROPOSAL INSTRUCTIONS.....	17
CONSULTATION SERVICES.....	18
PRICING.....	18
TRADE SECRETS/PROPRIETARY INFORMATION.....	18
CONTACT FOR CONTRACTUAL MATTERS.....	18
REQUIRED SUBMITTALS.....	18
SUBMISSION OF PROPOSAL.....	19
LATE PROPOSALS.....	19
PERIOD THAT PROPOSALS REMAIN VALID.....	19
BASIS FOR AWARD.....	20
INSURANCE.....	23
METHOD OF ORDERING.....	24
REPORTS AND INVOICING.....	25
PAYMENTS.....	26
ELECTRONIC PAYMENT OPTION.....	26
CHANGES.....	26
DELAYS AND SUSPENSIONS.....	26
ACCESS TO AND INSPECTION OF WORK.....	27
PROJECT AUDITS.....	27
OTHER SERVICES.....	28
DATA SOURCES.....	28
SAFEGUARDS OF INFORMATION.....	28
ORDER OF PRECEDENCE.....	28
SUBCONTRACTING.....	28
USE OF CONTRACT BY OTHER PUBLIC BODIES.....	29
NEWS RELEASE BY VENDORS.....	29
AMERICANS WITH DISABILITIES ACT REQUIREMENTS.....	29
HIPAA COMPLIANCE.....	30
VENUE.....	30
IMMIGRATION REFORM AND CONTROL ACT.....	30

TECHNICAL PROVISIONS

SECURITY REQUIREMENTS.....	31
WARRANTIES.....	32
HARDWARE REQUIREMENTS.....	33

SEPARATE COMPUTING ENVIRONMENTS	33
SERVERS AND WORK	<u>32</u>
TRAINING REQUIREMENTS	33
DISASTER RECOVERY / CONTINUITY OF OPERATIONS	34
INTEROPERABILITY.....	34
OFFEROR'S SURETY	Error! Bookmark not defined.
COSTS FOR INTERFACES AND DATA CONVERSION	35
BACKUP AND RECOVERY	35
SYSTEM ADMINISTRATION.....	35
SYSTEM DOCUMENTATION.....	35
SOURCE CODE.....	36
OWNERSHIP OF AND ACCESS TO DATA AND ASSOCIATED PRODUCTS	37
ANCILLARY AGREEMENTS.....	37
SOFTWARE UPGRADES.....	38
HARDWARE MAINTENANCE	38

APPENDIX A – GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

APPENDIX B – PRICING AND FORMS

SPECIAL PROVISIONS

1. SCOPE OF CONTRACT:

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of computer software, hardware and related services for the route management and customer service functions of the Fairfax County Division of Solid Waste Collection and Recycling.
- 1.2. 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.
- 1.3. Desired Outcomes: The County's objective is to:
 - a. Maximize routing efficiency
 - b. Track vehicles to ensure collection efficiency
 - c. Combine all customer service functions into one database
 - d. Integrate the customer service functions with the routing and tracking functions.

2. PRE-PROPOSAL CONFERENCE:

- 2.1. An optional pre-proposal conference will be held on October 30, 2009 at 10:00 A.M. in the Fairfax County Government Center, Conference Center Room 120C, 12000 Government Center Parkway, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP10-145265-44, in writing, prior to the pre-proposal conference to joseph.brozena@fairfaxcounty.gov.

3. CONTRACT PERIOD AND RENEWAL:

- 3.1. This contract will begin on date of award and terminate on December 31, 2014. This contract may be renewed for two one-year periods, as mutually agreed upon. The contractor agrees that prices shall remain firm for one year. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices as may be determined by the Purchasing Agent.
- 3.2. 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.

SPECIAL PROVISIONS

4. BACKGROUND:

- 4.1. **Fairfax County Overview** – Fairfax County is a large suburban county located in Northern Virginia, consisting of about 400 square miles of urban/suburban development and approximately one million residents. County residents and businesses generate about 1.5 million tons of solid waste annually; about 500,000 tons are recycled. All collection of refuse and recycling is conducted according to the requirements of Chapter 109.1, the County's Solid Waste Management Ordinance. A link to this document is at: www.fairfaxcounty.gov/dpwes/publications/recycling.

There are approximately 400,000 single-family homes and townhomes receiving weekly curbside refuse and recycling collection throughout the County. Only about 44,000 residential customers (out of the estimated 400,000 single-family homes and townhomes) in areas known as Sanitary Districts (special fee collection areas as defined in state law) receive weekly refuse collection from the Division of Solid Waste Collection and Recycling (DSWCR) using County employees and County-owned equipment. The DSWCR is tasked with several distinct missions:

- a. Collection of refuse and recycling weekly for approximately 44,000 residential customers;
- b. Collection of refuse and recycling weekly for approximately 200 commercial properties that the County owns and occupies. Service for recycling collection is also provided to the campus of George Mason University;
- c. Collection of refuse and recycling weekly for approximately 220 Fairfax County Public Schools sites, which includes schools, administrative buildings and bus lots.
- d. Customer service support for scheduling collections and resolving service issues with customers receiving County collection service. This includes scheduling using direct contact with customer service representatives, an interactive voice response system or the internet;
- e. Collection of oversized piles of materials using a grapple crane truck through the Megabulk Program (for resident in the Sanitary Districts) or the Clean Streets Initiative (CSI) program (for residents outside of the Sanitary Districts);
- f. The operation and management of eight unstaffed recycling drop off centers;
- g. The provision of emergency services for debris removal during severe weather or other emergency events;
- h. Development and oversight of the County's recycling program for both residential and nonresidential properties;
- i. Compliance assistance for multi-family and nonresidential properties in achieving compliance with County recycling regulations; and
- j. Outreach and education practices and programs for the entirety of the County's solid waste management program.

The County operates a fleet of approximately 70 collection vehicles which are based at the County's Newington, Virginia facility located at 6901 Allen Park Road.

- 4.2. **Fairfax County IT Management Overview** – The Department of Information Technology (DIT) establishes standards and architecture for information and communication systems that are implemented in agencies throughout the county. In that role, DIT provides leadership, process, governance, resources, and expertise in deploying information technology, with the goal to increase the efficiency of agencies' services and operations, and improve citizen access to Fairfax County information and services. The Director of DIT is also the County's Chief Technology Office (CTO) and has authority for strategic leadership for technology investments, and direction in deployment of technology county-wide. The CTO also has the responsibility for implementing policy, and ensuring that County IT plans and projects are implemented in a manner consistent with principles of standardization, scalability, supportability that promotes efficiency and cost-effectiveness, and that are in alignment with County mission and vision elements,

SPECIAL PROVISIONS

The County's IT portfolio encompasses an array of systems, plans, and procedures covering the full spectrum of information services. Descriptions of these portfolio elements are provided below, along with some specific guidelines and standards that providers of products and services (Contractors/Vendors) must adhere to.

- 4.3. **Enterprise Information Technology Environment:** The County has developed an approach to its IT architecture that maximizes the return on IT investments, emphasizes and ensures reliability, scalability and security, while promoting standards-based acquisition that can be adapted across the enterprise. The Information Technology Plan is published annually by Fairfax County Department of Information Technology and delineates the standards for the major components of the IT architecture adopted and/or in use at the County. Providers should reference the plan when developing responses to IT system solicitations. The IT Plan is available at <http://www.fairfaxcounty.gov/gov/dit/itplan/>
- 4.4. **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 13,000 devices in more than 300 locations. TCP/IP is the standard network protocol OSPF and BGP are the standard routing protocols employed by Fairfax County. In the LAN local area network environment the standard desktop speed is 100MBPS and the standard network backbone in a campus environment is Gigabit Ethernet over fiber. Remote sites are connected with varying levels of service depending on requirements. A majority of the County's remote sites are on I-Net or Institutional Network. I-Net is a fiber network built in partnership with COX and Comcast through the Cable TV franchises. I-Net is a MAN Metropolitan Area Network employing a 10 Gigabit DWDM Dense Wave Division Multiplexing backbone circling the county and one Gigabit uplinks to 192 County sites including all Police and Fire stations and the Public Libraries. MPLS Multi-Protocol Label Switching is employed on the I-Net to allow County to provide multiple local networks for services such as Telephony, Wireless, and Public access PC's in the Libraries and Recreation centers. MPLS allows for security and traffic separation on the same physical fiber network. The balance of the County's remote sites employs ATM T-1 circuits, ISDN, or DSL to connect the network.
- 4.5. **Telecom Services:** The County is in the process of implementing an IP-based telephony platform, that will use concepts of integration with enterprise messaging and data platforms.
- 4.6. **County Information Systems Requirements:** Information systems delivery and management is governed by an Architecture Review Board and other program specific committees that are chartered to advise and /or direct development efforts and promote conformance to a variety of standards including but not limited to those in the IT Plan as noted in #1 above. In general, solutions must meet the following requirements:
 - a. **Enterprise Standards:** The proposed solution must adhere to County IT Enterprise Architecture and Standards. The County standards are consistent with those adopted by large, complex enterprises of similar scope, scale and portfolio diversity and industry best practices that enable interoperability across disparate systems. Often county applications are non-generic varieties specific to local government requirements and/or market and may require interoperability with state and federal processes, thus the county standards include standards being promulgated by the federal government. Corporate applications will typically use market best of breed that has versions tailored to government.
 - b. **Application Platforms and Architecture:** The County is increasingly adopting the .Net platform for new development and interfaces utilizing XML-based web services. We also support COTS products that are .Net or JAVA based. "Zero footprint" (pure web based with no client-side install) applications are preferred. Thin clients may be acceptable in some applications. The County is adopting services-oriented architecture and is working towards a set of standards for publishing, consuming, and orchestrating services. The County generally prefers to use its selected standard enterprise tools for application integration over any proprietary or non-conforming approach in bridging systems and exchanging data.

SPECIAL PROVISIONS

- c. **Database/OS:** The preferred database platforms are Oracle 10G or 11G on Solaris Server, or SQL Server 2005 or 2008 on Windows Servers. All database-related components of the solution, e.g. tables, stored procedures, scripts, XML schema, and related information must be fully accessible and available for support by central DIT or distributed County IT personnel. COTS solutions should be developed and configured using prescribe standards for Oracle or SQL, and be flexible enough to run in consolidated database environments with other applications using different schemas and virtualization.
 - d. **Analytics and Reporting:** The County currently uses several industry standard reporting tools associated with COTS solutions. Proposed solutions should use standards report products and minimize the use of embedded and proprietary tools as the sole means of producing management and operations reports. Any such components need to be replaceable with the County's standard reporting and analysis solutions as needed. Also, when possible, the County prefers to isolate the reporting database from the transactional database so that report analytics and deep system interrogation can be accomplished while in production mode without affecting user system performance experience.
 - e. **Deviances:** Deviances 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.
- 4.7. **Systems Development and Life Cycle (SDLC):** All software development should be conducted in a manner that substantially complies with the County's requirements:
- a. Solutions shall conform to the County's Systems Development Life Cycle Standards that may be found at <http://www.fairfaxcounty.gov/dit/SDLCS.pdf>.
 - b. Deliverable documentation must meet standards for content as well as for quality when such requirements exist.
 - c. The County must have unrestricted use to reproduce and distribute any deliverables and documentation for any internal needs. In addition, the County must be permitted to distribute deliverables at its discretion to a third party to enable independent verification and validation.
 - d. The delivery of any proposed solutions must fully conform to the County's change management process and requirements. In general, County staff will manage and promote changes to the production environment only upon clearance through a change management process. Direct access to the production environment is generally prohibited except for vendor-hosted solutions.
 - e. The County has adopted the use of virtual machine (VM) technology for most pre-production environments except mainframe applications. Proposed solutions must be compatible with this approach.
- 4.8. **Geographic Information Systems (GIS):** The County has invested significant resources to develop an in-house GIS operation. As of 2009, the County's GIS data warehouse contained over 800 layers of data with over 100 GB of vector data 4 TB of raster imagery. Included in the warehouse are the outlines of over 358,000 parcels, 365,000 addresses, 257,000 building footprints and over 4,700 miles of roads. The county is using ESRI SDE and Oracle Spatial to manage its data warehouse.

A multimodal transportation model has been developed and implemented. It stores the data for centerline that is used in the new CAD/911 system. The centerline has been significantly augmented and enhanced in response to the complex needs of the CAD/911 system.

SPECIAL PROVISIONS

The County's GIS environment is moving towards adopting a service-oriented architecture. Oracle 9i Spatial Option will provide much of the core functionality. Access and integration then can be accomplished via web services through standards-based tools such as SQL, XML and SOAP. The county is moving to ArcGIS server 9.3. It has implemented an internal web based-application (Orion's OnPoint) for GIS users and is implementing a web-based 3-D application (Skyline) for public use.

The County stores most of its vector GIS data using ESRI's ARC SDE in Oracle 9i. Additionally, some of the GIS data is stored in Oracle Spatial format. Raster data can be in MRSID, TIFF, and JPEG formats. Image server is being evaluated as a possible tool to manage and speed delivery of imagery. New systems are expected to directly link to the GIS data without conversion. Preferred connections are directly to Oracle spatial. Secondly, connections to ArcGIS server can be made. If the system cannot do so, the reason must be documented along with the approach to handle data extracts and keep them updated. All connections to GIS resources must be coordinated with the GIS data administrator.

The GIS Branch maintains both GIS development and testing environments. Developing applications must be tested with these systems before they are approved to move to production.

- 4.9. **Graphical User Interfaces:** The County has standard templates that are required for its web sites to have maximum consistency across applications and content. Any hosted applications and some COTS applications will need to contact the DIT Public Access Technologies Branch Manager to arrange for alternatives to use of these templates.

4.10. **Databases and Operating Systems**

a. Standards

1. Database Abbreviations Dictionary

http://infoweb.fairfaxcounty.gov/DIT/TID/SMB/dba/dba_standards/dba_abrv.htm

2. DIT Agency Abbreviations

<http://infoweb/DIT/APD/standards/Business/prefixes.htm>

3. Oracle Application Project Document Standards

http://infoweb/dit/tid/smb/dba/oracle/orac_standards/orac_app.doc

4. SQL Database and Database Objects Naming standards

http://infoweb/dit/tid/smb/dba/sserv/sserv_standards/sserv_naming_standards.doc

b. Standard County Data

Certain data 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.

c. Parcel Identifier

The Parcel Identifier uniquely identifies all parcels of real property located in Fairfax County. It is a complex, 15-digit number. In general, there should be no need for new systems to have users enter this number freeform. Rather, new systems, or significant upgrades to existing systems, must be capable of looking up Parcel Identifiers from the County's standard Master Parcel List and storing that complete value, in the standard format. That lookup can be done through Web Services or Oracle links. If a real-time lookup cannot be done the system must be capable of storing a copy of the Master Parcel list and frequently updating that list against the Master Parcel list.

d. Address

SPECIAL PROVISIONS

Addresses are the most pervasive key to disparate data sets. As a result it is essential in locating and correlating data. The county has established a standard address format and maintains a list of all county addresses in the Master Address Repository (MAR). There should be no need for new systems to have users enter an address free form. Rather, new systems, or significant upgrades to existing systems, must be capable of looking up addresses from the County's standard Master Address Repository (MAR) and storing that complete value or its unique Address ID, in the standard county format. That lookup can be done through Web Services or Oracle links. If a real-time lookup cannot be done the system must be capable of storing a copy of the Master Address Repository and frequently updating that list against the MAR. There should be no entry of new county addresses in systems other than the MAR or FIDO.

- 4.11. **Database Administration:** Development Database Administration will be delegated to the Application installation team whenever possible. This may also include the Acceptance and Training regions as well. The actual database software itself, i.e. Oracle or SQL Server will be installed by Fairfax County staff. Database software will be installed by Fairfax County staff and then administration authority will be given to an admin userid for COTS installation. A variety of third party tools also are in place, including Spotlight for SQL Server and Oracle, and TOAD for Oracle, but the licenses are limited for these tools are limited.

4.12. **Reporting Tools and Analytics Platforms**

The County currently supports the following reporting tools:

Departmental or Functional Applications:

<u>Database</u>	<u>Reporting Tool</u>
IDMS	OLQ, SAS
DB2	QMF
Oracle	Oracle Report Writer Discoverer
Generic	Crystal Reports XI SQL MS Reporting Services
Enterprise Solutions/Data Marts/ODS/DWH:	

5. STATEMENT OF REQUIREMENTS:

5.1. **Route Management Requirements**

The software must perform the following functions:

- Create daily trash and recycling route assignments
- Allow for access to daily trash and recycling route assignments to make changes as needed
- Provide optimized routes, track and manage requests for special pickups (brush, bulk, metal and Freon)
- Provide optimized routes, track and manage megabulk pickups
- Provide optimized routes, track and manage CSI pickups
- Provide optimized routes, track and manage out of area megabulk requests
- Provide optimized routes, track and manage County Agency Route (CAR) requests for service, equipment or complaints
- Provide drivers with customer pick-up list on mobile device
- Receive, store and transmit live route information in each vehicle
- Capture the travel path and record the time and date for each instance of:
 - Departing Newington
 - Arriving at route

SPECIAL PROVISIONS

- Departing route
- Arriving at disposal location
- Departing from disposal location
- Resuming route
- Returning to Newington
- Monitor compliance to the specified route
- Pinpoint the exact location of a collection vehicle at a given time
- Allow the driver to input a reason for non-collection with photos and text

5.2. Customer Service Requirements

The software must perform the following functions:

- Track and manage customer complaints
- Track and manage requests for toters, bins or equipment
- Provide optimized routes, track and manage requests for special pickups (brush, bulk, metal and Freon)
- Provide optimized routes, track and manage megabulk pickups
- Provide optimized routes, track and manage CSI pickups
- Provide optimized routes, track and manage out of area megabulk requests
- Provide optimized routes, track and manage County Agency Route (CAR) requests for service, equipment or complaints
- Create daily, weekly, monthly and yearly reports for each category
- Allow 95 concurrent users to be in the system
- Allow residents to schedule special pickups, request a toter or recycling bin, or file a complaint online
- Analyze the distribution of service request locations and group the requests into sets of locations to be handled by a specific number of crews
- Constrain the grouping of service requests within specified geographic boundaries
- Schedule a batch process to generate and print individual maps covering the geographic extent of the addresses assigned to each crew
- Generate and print reports that include driving directions, navigation, etc.
- Generate route overview maps from either the current date or an archived date
- Provide easy navigation among customer and address records

5.3. Serve as a central location for the following information

- History by customer address
- Track and manage requests for toters, bins or equipment
- Assign service requests to appropriate route
- Assign container request to appropriate route
- Track enforcement actions
- Track violations linked to the Fairfax County Code
- Track inspections – including inspector information
- Track Code violations
- Track work by activity
- Track daily, weekly, monthly and annual work
- Track incidents and accidents
- Track property damage reports
- Track containers by address (including type/size, date delivered, warranty dates)
- Have the ability to store and display electronic documents (e.g. photos or images)
- Track collection time
- Track route completion
- Track pickups by route
- Track daily work assigned (routes, employees, equipment)
- Track missed pick-ups and those not out

SPECIAL PROVISIONS

- Track completed backdoor pick-ups
- Route assigned to address
- Property addresses (GIS coordinates)
- Track responses by customers
- Maintain daily work schedules with assigned route, driver and equipment
- Process service requests from customers
- Transfer daily special pick-up data requests automatically to the routing program to create daily tickets
- Have the ability to download the routing program nightly
- Have the ability to save recently and frequently generated reports

5.4. **Integration with Master Address Repository (MAR):** The proposed solution must integrate with the County's MAR to standardize addresses through one of several different methods including database to database communication or web service address validation. The integration with the MAR can be done using a master address key field which exists in MAR. Any components to the proposed solution that involve users entering addresses will be updated to require validation against MAR through one of the methods referenced above. The system must have a method for expiring old addresses when they are no longer valid. The addresses in this system must adhere to the standards set forth in the MAR. Any conversion of existing addresses to meet this standard must be met in the proposal. The County will provide a database with existing refuse addresses (currently in the IVR system) and an extract of MAR for comparison.

5.5. **Integration with RouteSmart:** The proposed solution must integrate with existing County refuse collection optimization software (RouteSmart). Integration is defined in the following manner:

- The proposed solution must be able to import optimized routes from the RouteSmart optimization software.
- The proposed solution must be able to export any changes to service routes back to the RouteSmart system.
- The system must be capable of transferring a daily list of service locations into the RouteSmart system and importing the optimized routes.
- The system must be capable of synchronizing route number information with RouteSmart.

5.6. **Provide hardware necessary to fulfill the solid waste collection and recycling route management solution, including:** including onboard units, actuators, onboard and hand-held UHF RFID Readers, RFID tags, mounted cameras and GPS locators for seventy (70) vehicles.

6. TASKS TO BE PERFORMED:

6.1. Gap Analysis

The Contractor will perform a Gap Analysis as the first phase of the project. This work will be completed within 30 days of contract award. It will enable the Contractor to become familiar with the corporate culture of the County, meet the key players, including the Executive Project Manager and the sub-project managers involved in the implementation, and evaluate the reasonability of the proposed implementation plan in the county's environment.

The Contractor will conduct comprehensive detailed product design and discovery sessions that will address the County's requirements and supporting documentation. Its purpose is to allow the Vendor to perform a reasonability assessment and confirmation of the extent to which County requirements are addressed by the baseline software, and confirmation of the extent to which product configurability will meet the County requirements. The resulting gap analysis report will discuss how each of the detailed requirements presented in this document will be addressed by the proposed product. It will include a list of all required customizations to the vendor's base application and a list of how the system will address all functional requirements as referenced below. These discussions are to promote the following activities:

SPECIAL PROVISIONS

- Validate the functions and features of the product
- Identify required product modifications
- Determine interface requirements
- Develop a final implementation plan
- Develop the final cost estimate

The County expects that the major deliverable of the Gap Analysis Task, the Detailed Functional Requirements Matrix will be revised to reflect the actual customization required to implement the system. This matrix will become part of the contract. This matrix will be used through the life of the project, to include acceptance testing.

The contractor shall prepare the following documents for each one of the Project's Tasks:

- Final Revised Detailed Requirements Matrix
- Implementation Plan to include Customization and Configuration Plan, as well as Gantt Chart prepared using MS Project
- Training Plan
- Final Staff Assignments
- Final Software Specifications
- Pricing Schedule for Labor Categories required
- Other deliverables as negotiated

6.2. Implementation Work Plan and Project Management

- a. Within 15 days of the completion of the Gap Analysis phase, the Contractor will provide the County with a revised Project Implementation Plan showing the approach, level of effort, task listing and breakdown structure, major milestones and time to completion. The Work Plan, Milestones and Deliverables will include a Delivery/Completion Schedule that clearly identifies the deliverables and the time of delivery. The work plan should address implementation of each of the subsequent phases of the project.
- b. The Contractor must submit its Work Plan as a Gantt chart utilizing Microsoft Project or comparable product, itemizing all tasks as appropriate.
- c. The Contractor must also prepare a formal risk management plan for this project as part of this task. A risk management team composed of both County and contractor representatives will define a detailed risk management protocol based on an existing standard such as that developed by the Software Engineering Institute (<http://www.sei.cmu.edu/>) at Carnegie Mellon University.
- d. The Contractor will assist the County project team in evaluating the existing business process. The new system will be implemented based on the identified processes. If the existing process cannot be implemented, the Contractor will provide alternative processes, or a solution to work around the existing process in the new system.
- e. The Contractor will provide bi-weekly updates on project status to the County project manager. Such updates shall include, but not be limited to all completed or pending actions, status of deliverables, variances from work plan projections, and planned versus actual delivery dates.
- f. With the County's Executive Project Manager, the Contractor will participate in monthly project steering committee briefings to communicate project status to executive sponsors and key stakeholders.
- g. Discussion with and approval by the County Project Manager will be required to finalize the plan and effective dates.

6.3. Technical Setup and Project Preparation

SPECIAL PROVISIONS

The application will be housed within the Fairfax County Department of Information Technology. Refer to **Section 4, Background**, for more information.

6.4. Application Development and Configuration

The Contractor shall customize the base system in accordance with the gap analysis, workplan, and functional specifications as developed and approved. Working with County personnel the Contractor shall perform all data conversion 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), and all telecommunications links and the security environment. The task will be considered complete when the County project manager has accepted all the modifications.

6.5. Acceptance Testing

- a. The Contractor must demonstrate through an acceptance process stress test that the system performs as required in the County's technical environment, from various remote facilities and that the system meets or exceeds the County's functional requirements. These functional requirements shall be in writing, and the Contractor and the County shall mutually develop specific written criteria for any acceptance testing that will objectively measure each such functional requirement.
- b. The final acceptance test must use Fairfax County approved data and include report generation.
- c. The final acceptance test must use a dataset approved by the project manager and must adequately represent a percentage of the live system.
- d. The final acceptance test must exercise all functionality and components successfully.
- e. The Contractor must test back-up/recover features successfully.
- f. The failure of any specific portion of the test will require that the entire test be rerun, not just the failed portion of the test.
- g. The system is accepted only after both parties agree that the full test was successful and the project manager has certified in writing of final acceptance of the product.
- h. No warranty period shall begin until after such certification of successful acceptance testing is issued.

6.6. Cutover and Acceptance

The contractor is responsible for system cut-over. Cut-over activities must closely parallel the County approved cut over plan. A cut-over working group composed of County personnel, Contractor and other associated vendors and service providers will be formed to plan and execute the system cut-over. Upon completion of installation, there will be a technical turnover of the modified system from the Contractor to DIT. The County requires that changes, file structures and any other technical changes to the base system, as well as updated source code be fully documented.

SPECIAL PROVISIONS

6.7. Training

The Contractor shall develop a training workplan and curriculum to be approved by the County project executive in conjunction with County personnel. The workplan should include periodic follow-up and update training when a new release or version of 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 Contractor's County-approved training schedule must be closely coordinated with County staff to coincide with the installation of the software and hardware. Upon acceptance by the Project Manager, the Contractor shall implement said approved plan.

6.8. Post Production Maintenance and Support

The systems shall move into maintenance and support mode upon the termination of the warranty period. As part of this step, Contractor will provide technical support and maintenance services as negotiated.

6.9. Warranty

After final production cutover and acceptance testing certification, the system will move into the warranty phase, which extends for 30 days from the production cutover date.

6.10. Other Services/Quality Control

The County may at its option procure the services of a third party to perform independent verification and validation. When this requirement exists for a particular project, the County will validate the findings, if any, and the vendor must address any of the noted as material issues in a timely fashion.

7. TECHNICAL PROPOSAL INSTRUCTIONS:

7.1. The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides. Proposals should not contain extraneous promotional materials. Offerors should utilize lay person terms and common terminology wherever possible. Proposals should cover the general topics outlined in this section and the Tasks to be Performed and emphasize the Offeror's approach to the work. Proposals will be evaluated on the basis of information presented by the Offeror as it relates to the evaluation criteria listed in this RFP10-145265-44. The offeror must submit the Technical Proposal in a separate binder containing the following information divided by tabs.

7.2. 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 County's primary point of contact during 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 RFP10-145265-44 must sign the cover letter transmitting the proposal. This letter will also contain statements confirming inclusion of all proposal submittals as referenced in Section 14.1.

SPECIAL PROVISIONS

7.3. Executive Summary

The Offeror will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal. In addition, the Offeror must clearly and specifically detail all exceptions to the exact requirements identified in this RFP10-145265-44.

7.4. 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 County. At a minimum, the Offeror will provide the following information on a single page:

- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers
- b. Number of years in business
- c. Number of years involved with proposed software
- d. Total number of employees
- e. Number of employees dedicated to proposed solution (support, development, etc.)
- f. Total number of clients with proposed product in production
- g. Number of clients installed on release proposed
- h. Number of signed contracts in progress
- i. Latest gross sales revenue
- j. Latest gross income
- k. Latest 10Q Security Exchange Commission

7.5. Understanding of the problem and technical approach.

- a. Statement and discussion of the requirements as they are analyzed by the offeror.
- b. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
- c. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
- d. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

7.6. Preliminary Work Plan:

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

SPECIAL PROVISIONS

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

7.7. Proposed Solution *(description of proposed product)*

Offeror shall describe the computer hardware and system software platforms required to install and operate the proposed applications. Details will include any operating system, support, or utility software with appropriate release levels, operation requirements, on-line diagnostics and help, security requirements, connectivity requirements, and disaster recovery program. A detailed description of the proposed system configuration, associated system components, and available options must be included, as well as a list of the necessary installation and training services. Describe proposed method for interfacing to other systems (i.e. Open API, Web Services, XML, proprietary point solution)

a. Describe Data Import and Export

The Offeror must describe its products capability and describe how it is accomplished through the proposed system.

b. Describe Security

1. Describe special access requirements to remote/field locations
2. Describe Firewall access requirements and limitations

c. Describe Network Requirements

1. Describe any batch processing requirements
2. Describe integration requirements to other systems

d. Describe Disaster Recovery/Continuity of Operations

The Disaster Recovery plan should document the procedures necessary to respond to system disruption or a disaster that would affect the system. The plan should be coordinated with the overall agency Continuity of Operations Plan (COOP) for the entire County. The plan should be based on information collected from the Department.

The scope of the Disaster Recovery Plan should include all the departments and Agencies that are dependant on the system.

The document should provide a way to maximize the effectiveness of disaster recovery operations through an established plan that consists of at least the following phases:

1. Notification/Activation Phase: detect and assess damages and activate the plan.
2. Recovery Phase: restore temporary IT operations and recover damages done to the original system.
3. Reconstruction Phase: restore IR system processing capabilities to normal operations

Identify the activities, resources, and procedures needed to carry out processing requirements for a prolonged period of time. Assign responsibilities to designated personnel and provide guidance for recovery during prolonged periods of interruption to normal operations. Ensure coordination with Department/Agency and Fairfax County staff as well as external points of contact and vendors that will participate in the contingency planning strategies.

SPECIAL PROVISIONS

e. Complete and Submit a County Security Template

All offerors are required to complete the County Security template. If a completed template is not received, the proposal may be considered non-responsive.

The link for the DIT Security Template is:

http://infoweb/itportfolio/dashboard/Template_SystemSecurityPlan.doc

f. Include an Updated Software Maintenance Agreement

1. Description of services provided as part of the recurring annual maintenance fee, such as software fixes, updates
2. Cycle for updating the product as operating systems and servers are updated
3. Cap on the escalation of annual fees over time commensurate with the CPI
4. Schedules for regular user conferences
5. Description and rates associated with services which are not covered under the annual maintenance agreement and fees

g. Describe Product Support

1. Help Desk Hours
2. Escalation Procedures for Problem Resolution
3. Priority Scheme for establishing problem priority and response times
4. Staff assigned to County account or assigned to help desk calls
5. Methods used to track calls to resolution

h. Describe existing SDLC followed by Offeror and any deviances from County SDLC

i. Identify Database Software

1. Proposed Database
2. Proposed Database Release/ Patch Level
3. Operating System for Database Server
4. Proposed Development Tools
5. Referential Integrity Maintenance NONE, Application, Database, Both Application and Database
6. Entity Relationship Diagram
7. Complete list of Tables with groupings by business area or application area
8. Proposed Production Backup scenario
9. Application database release cycle, i.e. Monthly, Quarterly, or Annually
10. Estimated Storage requirements, 1 month, 6 months, 1 year, 3 years

j. Identify Reporting Tools

Indicate any third party reporting tools required for canned, ad hoc reporting or data mining, i.e. SQL Reporting Server, Crystal Reports, etc.

k. Describe Software Application

Offeror must provide a detailed description of the product functionality, capabilities, reliability, performance and include a discussion of any limitations as compared to the requirements set for the in the RFP10-145265-44. Discussion of all aspects of the proposed solution must map to a table of conformance.

SPECIAL PROVISIONS**I. Describe Desktop and Connectivity Requirements**

1. Server
2. Client hardware
3. Discussion of County's environment in context of proposed solution
4. Identify all software resident on user PC

Identify any hardware, software, services required to connect to County network

1. Functions
2. Features
3. Include data model/ERD
4. Include architectural diagram

m. Provide Implementation Plan

The offeror shall provide a high-level project implementation plan identifying the anticipated project timeline and a description of the approach.

n. Include Function and Features Checklist as Attachment

(Table of Conformance)

o. Provide a Software License Agreement

Offerors will provide in this section a copy of all software license agreements that they will be requesting the County to execute. In general, the County prefers to obtain non-exclusive perpetual licenses. The license agreements should address all software components including third-party software, base system software provided by the Vendor, and custom software developed specifically for this project. The software license 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. The offeror shall identify any conditions of the software license agreements that differ from the requirements for software licensing identified in the Contract Documents.

p. 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.

q. In addition, the Offeror will provide information on the following as described in the RFP10-145265-44 sections as indicated:

1. Architecture
2. Hardware
3. Software
4. Version and revision levels of O/S
5. Upgrade/Refresh Path
6. Application programming code
7. Risk management

SPECIAL PROVISIONS

7.8. Treatment of the Issues:

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

7.9. Statement of Qualifications:

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

1. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter. The Offeror's record should reflect experience in work of a similar nature and 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 County is interested in reference sites with similar services, and is interested in organizational competence certified at the CMMI level 2 or higher.
2. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, contact persons, and telephone numbers for such reference. The Offeror will provide a reference for at least two customers. References should contain the contact information for relevant installation sites, including customer name, site location, industry, customer base, user base, implementation date, hardware platform, product name/version number, and a brief description of the engagement.
3. 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 or 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 telephone numbers must be included.

A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions 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 be contracting organization, and amount of time to be devoted to the project. This requirement includes Consultants as well as regular employees of the offeror, if relevant.

- a. The County will only accept Contractor personnel who have significant, relevant experience with the vendor's systems and can show a successful track record at locations of similar size and complexity as Fairfax County.

SPECIAL PROVISIONS

- b. All Contractor personnel assigned to work on-site at Fairfax County on the Route Management and Customer Service Software project may be required to undergo a criminal history check and sign a non-disclosure agreement. Off-site personnel may also be subject to a criminal history check depending on the sensitivity of the data involved. Please note that arrangements for required criminal history checks must be made in advance with appropriate County personnel. The County reserves the right to reject any personnel proposed by the Contractor for any reason.
 - c. Support personnel proposed must have the necessary level of training and experience with the application suite to ensure that the County is receiving expert-level support. The Contractor must provide the County with a listing of all certificates, training courses and other relevant evidence to document the level of expertise of proposed support personnel.
 - d. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.
4. If a "best of product" approach is proposed, preference will be given to Offerors that have proven experience working in a similar implementation with the vendors in their proposal.

8. COST PROPOSAL INSTRUCTIONS:

- 8.1. The offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Price Summary Sheet – appendix B). The following information should be submitted as part of the cost proposal:

The cost of each task or segment of the task shall be itemized.

- a. The Offerer will provide a detailed breakdown of all costs required for the successful implementation and ongoing operation of the proposed solution, utilizing the Cost Worksheet distributed with this proposal (see Appendix B). The County encourages the offeror to fully identify costs associated with the proposed solution. To minimize or hedge on product costs will only serve to place the offeror at a disadvantage.

The worksheet must be completed; failure to provide the worksheet may cause the offer to be determined to be non-responsive. Offerors should provide fixed prices in all areas where possible and give their best estimates on all others. The Offeror must identify those costs that are not fixed. Proposed pricing shall be F.O.B. destination and shall NOT include state and local taxes.

The County will require the offeror to propose all equipment and material on this project. The equipment will be new unless otherwise agreed to in writing by the County. The County has the option to solicit third parties for alternative costs.

- b. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- c. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
- d. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

SPECIAL PROVISIONS

Caution: Failure to break down cost elements may render the Cost proposal non-responsive.

8.2. Financial Statements:

The offeror shall provide an income statement and balance sheet from the most recent reporting period.

9. CONSULTATION SERVICES:

- 9.1. The contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

10. PRICING:

- 10.1. 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), U. S City Average, or other relevant indices as determined solely by the Purchasing Agent. Annual recurring maintenance fees associated with all software shall not increase cost beyond the Consumer Price Index or CPI for a given year.
- 10.2. The request for a change in the unit price shall be in writing and 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.).
- 10.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

11. TRADE SECRETS/PROPRIETARY INFORMATION:

- 11.1. 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.
- 11.2. The offeror must identify and clearly mark or label 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.

12. CONTACT FOR CONTRACTUAL MATTERS:

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

Joseph M. Brozena, Contract Specialist II, CPPB
Department of Purchasing and Supply Management
Telephone: (703) 324-3287
Joseph.brozena@fairfaxcounty.gov

13. REQUIRED SUBMITTALS:

- 13.1. 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.

SPECIAL PROVISIONS**14. SUBMISSION OF PROPOSAL:**

- 14.1. One (1) original (duly marked) and eight (8) copies of the Technical proposal, and one (1) original (duly marked) and eight (8) copies of the Cost proposal (Appendix B) shall be delivered to the following address in sealed envelopes or packages. It is requested that one copy of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version. Electronically stamped delivery receipts are available.

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

- 14.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic.
- 14.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 14.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper, wherever possible.
- 14.5. Each original and set of the eight (8) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32)
 - b. Technical proposal as required in the Special Provisions, paragraph 7, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 8, **COST PROPOSAL INSTRUCTIONS**. (Appendix B should be included in the Cost proposal).
- 14.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

15. LATE PROPOSALS:

- 15.1. Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

16. PERIOD THAT PROPOSALS REMAIN VALID:

- 16.1. Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

SPECIAL PROVISIONS

17. BASIS FOR AWARD:

- 17.1. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 17.2. 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 12.1 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.
- 17.3. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 17.4. 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 offeror's most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

17.5. Evaluation Process

1. Part I - Overall

Proposals will be evaluated in Part One based on the following criteria:

- a. **Offeror Profile** – Offeror stability, industry presence, and commitment to the proposed product will be evaluated using information provided in Special Provision paragraph 7, (Offeror Profile and Product History). The County will also evaluate the offeror's commitment to the product and its continued enhancement using information provided in the Offeror Profile and Product History, and additional discovery work.
- b. **Product Functional Fit** – The extent to which the proposed solution will meet the County's functional requirements will be determined based on the offeror's responses in the Functional Description section. Preference will be given to solutions that rely on product configuration rather than modification (customizations).
- c. **Product Technical Fit** – The extent to which the product meets the County's technical requirements will be evaluated based on the responses to the Functional description section and the information provided in response to the following Proposal Sections: Requirements, Tasks to be Performed.
- d. **Conformance** - Degree of conformance to the County's technical architecture standards.
- e. **Configurability** – The proposed product is easily changed and/or modified by users and is rich in configurable features and functions.
- f. **Product Integration** – The proposed product has modules/code/processes that address all of the modules listed in the RFP, and have been demonstrated to perform in a seamless manner installed. In instances where additional products are needed to support County business needs the vendor demonstrates experience with the proposed additional products.

SPECIAL PROVISIONS

- g. Customization and Functionality** - The extent of coding changes needed to comply with business requirements.
- h. Proposal Implementation Plan** – The offeror's ability to successfully implement the proposed solution will be measured based on the information provided paragraph 7, Technical Proposal Instructions. Review will focus on the following:
 - Methodology and approach
 - Timeline
 - Implementation history
 - Project organization
- i. Proposed Personnel** – The offeror has proposed highly qualified, experienced personnel for their proposed project team roles. The number of full time employees and expected duration of service for each individual is clearly stated and adequate to perform the work. The experience level and/or technical expertise to be provided by each team member are stated. Also, include a resume of each individual who will be assigned to this engagement. The review will focus on the following:
 - Staffing levels
 - Staff product experience
 - Staff Qualifications

2. Part II - Demonstrations

Proposals will be evaluated in Part Two as follows:

- a. Reference Checks and other discoveries** – The offeror's ability to meet the service requirements of its customers, and its responsiveness to its clients will be evaluated through discussions with Offeror references supplied in Offeror Qualifications and supplemental discovery work, as necessary. Research will target areas concerning offeror history, such as implementation success, cost overruns, project support and post implementation support, and may include inquiries concerning the product, such as stability, flexibility and usability.
- b. Product Demonstration** – An onsite scripted demonstration will consist of presentations in the following areas:

Offeror presents an overview of their proposed solution to the County

- System Features and Functions
- System Administration functions
- System Reporting Functionality

The evaluation of the product demonstration should be based on the following:

- Product usability – the intuitive logic, feel and execution of the software; the extent to which the user is able to use the software with minimal instruction, ease of use of the product.
- Product flexibility – Configurability of the software to meet the specific functional needs of the customer.

SPECIAL PROVISIONS

- Product Functions and Features - Extent to which the product performs the functions and provides the features listed in the Detailed Functional Requirements.
- Preparation – Professional demeanor, responsiveness, quality of assistance and thoroughness of the vendor in preparing for and executing the demonstrations, including the manner, extent and tone of response to user questions and inquiries.
- Technical Product Assessment – Ease of installation in the County technical environment, configurability during installation, responsiveness of offeror technical staff. The County's Department of Information Technology will provide a Technical Team to assist the offerors in the product install and technical configuration. Technical representatives from the involved public safety agencies may also be involved. The Technical Product Assessment will be conducted by County technical staff.

2. Part III - Cost

Proposed cost will be evaluated using the Cost Worksheet submitted with the offeror's proposal and any narrative that may accompany it. The cost proposal must include an estimate of the cost for a Gap Analysis by the offeror focusing on the identified gaps between the county's desired functionality and performance and the product constraints or limitations as known by the offeror.

3. Part IV – Oral Presentations

Based on the results of Part I - Part III of the evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. Part Four criteria include:

- a. **Oral Presentations** – The County will provide the selected offeror(s) with Demonstration Scorecards derived from the demonstration evaluation criteria:
 1. Product Configurability, Functionality and Usability Scorecard
 2. Vendor Responsiveness Scorecard
 3. Product Installation Technical Scorecard

During their Oral Presentation the offeror(s) will provide the following:

1. Response to Product Configurability, Functionality and Usability Scorecard.
2. Response to Vendor Responsiveness Scorecard
3. Response to Product Installation Technical Scorecard
4. Revised Time and Materials Cost Estimate for the Gap Analysis
5. Evaluation of Impact on Work plan and Identification of Risk Factors perceived by the offeror.

It is the responsibility of the County project manager to develop case-based scenarios from which vendors are able to demonstrate application functionality, performance, and overall responsiveness to the requirements set forth in the RFP10-145265-44. These elements will translate to the scorecards referenced above.

- 17.6. **Site Visits and other Discoveries** – 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. Site visits, as well as general product and market research, will be used to evaluate the product usability, effectiveness, vendor responsiveness and vendor support practices of the proposed

SPECIAL PROVISIONS

solution in similar operating and business environments. Fairfax County reserves the right to make on-site visits to assess the capabilities of individual offerors, to contact references provided with the proposal, or to contact any other site that may have experience with the offeror's products.

4. Part V - Negotiations

- 17.7. The Selection Advisory 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.
- 17.8. 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.
- 17.9. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 17.10. 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 (*Code of Virginia*, § 2.2-4359D).

18. INSURANCE:

- 18.1. The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 18.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
 - a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
 - c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection

SPECIAL PROVISIONS

with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.

- d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
- e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- f. Rating Requirements:
 - 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
 - 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- g. Indemnification:

Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
- h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
- i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.

18.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

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

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

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

19. METHOD OF ORDERING:

19.1. The County may use four (4) different methods of placing orders from the final contract: Purchase Orders (PO's); Blanket Purchase Orders (BP's); Small Orders (SO's); and, approved County procurement cards.

SPECIAL PROVISIONS

- 19.2. A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.
- 19.3. Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.
- 19.4. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become part of the resulting 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.
- 19.5. 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.
- 19.6. Questions regarding establishing an account with Master Card should be referred to: MC/Master Card Merchant Services at 1-800-762-6663. It is anticipated that participating contractors will accept procurement card orders.
- 19.7. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 19.8. 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.
- 19.9. The Department of Purchasing and Supply Management has the capability to issue purchase orders electronically and transmit them to vendors by fax. For more information about the Fax Purchase Order program, call (703) 324-3268, TTY 1-800-828-1140.

20. REPORTS AND INVOICING:

- 20.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to the project manager, monthly statistical reports and an annual tabulated report
- 20.2. If multiple departments are involved, the Contractor must invoice each project manager separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send the project manager(s) an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:

SPECIAL PROVISIONS

- a. Project Milestone
- b. Project Phase and task;
- c. Date of services
- d. The type of services; and,
- e. The itemized cost for each item/service.

20.3. The Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 20.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

21. PAYMENTS:

21.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 5.1, **TASKS TO BE PERFORMED.**

22. ELECTRONIC PAYMENT OPTION:

22.1. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to ACHpayments@fairfaxcounty.gov. A copy may also be picked up at the Department of Purchasing and Supply Management.

23. CHANGES:

23.1. 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.

23.2. 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.

24. DELAYS AND SUSPENSIONS:

24.1. 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.

SPECIAL PROVISIONS

- 24.2. 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.
- 24.3. 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.

25. ACCESS TO AND INSPECTION OF WORK:

- 25.1. The Fairfax County Purchasing Agent, Chief Technical Officer, departments or their respective authorized designees will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

26. PROJECT AUDITS:

- 26.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
 - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 26.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 26.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 26.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.

SPECIAL PROVISIONS

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

27. OTHER SERVICES:

- 27.1. The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the County's administrators to monitor the program's progress and effectiveness. The County's administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year.

28. DATA SOURCES:

- 28.1. 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.

29. SAFEGUARDS OF INFORMATION:

- 29.1. 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.

30. ORDER OF PRECEDENCE:

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

31. SUBCONTRACTING:

- 31.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us>; local chambers of commerce and other business organizations.
- 31.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

SPECIAL PROVISIONS

32. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 32.1. Reference Paragraph 75, 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).
- 32.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 32.3. 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.
- 32.4. 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 this 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.
 - a. 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.

33. NEWS RELEASE BY VENDORS:

- 33.1. 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.

34. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 34.1. 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.
- 34.2. In the acquisition of telecommunications, electronic and information technology goods and services, the accessibility determination will be conducted as part of the subjective evaluation and will be subservient to the general, technical and functional requirements of the product. At a minimum the offer must provide information on how the product complies in the form of the Voluntary Product Accessibility Template or a comparable document.
- 34.3. 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.

SPECIAL PROVISIONS**35. HIPAA COMPLIANCE:**

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

36. VENUE:

- 36.1. This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the state courts of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

37. IMMIGRATION REFORM AND CONTROL ACT:

- 37.1. Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

TECHNICAL PROVISIONS

1. SECURITY REQUIREMENTS:

1.1. 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.

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.

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.

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.

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.

External access to and from information systems shall meet Fairfax County remote access standards and guidelines.

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.

Reconfiguration of a home user's equipment for the purpose of split-tunneling or dual homing is not permitted.

All hosts that are connected to Fairfax County internal networks via remote access technologies shall use the most up-to-date anti-virus software.

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.

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.

The County monitors its networks and systems for security violations. Users agree to this monitoring when they use the service.

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, the link shall be encrypted.

TECHNICAL PROVISIONS

Sensitive or Confidential information may not be removed from Fairfax County Government premises unless the information's owner has approved in advance. This includes, but is not limited to, portable computer hard disks, portable memory devices (including USB drives), floppy disks, CD-ROMs, magnetic tape cartridges, and paper documents containing Sensitive or Confidential information. An exception is made for authorized off-site backups which are in encrypted form.

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, or port scanners while connected in any manner to the Fairfax County network infrastructure.

1.2. Sensitive and Confidential Information

Sensitive or Confidential information may not be removed from Fairfax County Government 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), floppy disks, CD-ROMs, magnetic 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.

1.3. Authorized Tools and Programs

Except as otherwise expressly authorized by DIT/ISO, contractor 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.

2. WARRANTIES:

- 2.1. The Offeror shall include in its proposal a list and description of warranties provided, including but not limited to:
1. Warranty of Performance – one-year performance warranty covering the specifications for and performance of all software and services, commencing upon system acceptance
 2. Warranty of representations made by Offeror in response to RFP10-145265-44
 3. Warranty Against Viruses – Offeror warrants against deliberate time bombs – encrypted key technology to disable the system or otherwise hinder system functionality
 4. Warranty of Offeror Capability – Offeror is financially viable and there are no legal proceedings against the offeror that could jeopardize this agreement
 5. Warranty of Past Success – System is installed and running at other similar locations, and there is no pending litigation against the vendor based upon problems with the system and vendor performance
 6. Configuration Warranty – Offeror warrants that the system provided and installed includes all components necessary to perform the processing presented
 7. Release Warranty – Offeror warrants the combination of hardware, software, and operating system requirement

TECHNICAL PROVISIONS

The period of time the warranty is in effect should not overlap with that of the maintenance agreement. Should both warranty and maintenance agreements run concurrently, the offeror must provide sufficient evidence to demonstrate the benefit of services under both agreements. Otherwise the maintenance fees should not be incurred until after the warranty period has expired.

3. HARDWARE REQUIREMENTS

- 3.1. All hardware must be new equipment delivered in the manufacturers' original packaging and carrying the manufacturers' full warranty. The warranty period begins after system acceptance and certification by the County that the equipment is in production use. All equipment must be installed according to manufacturers' requirements. 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 RFP10-145265-44 shall be considered as minimal requirements.

4. SEPARATE COMPUTING ENVIRONMENTS

- 4.1. The County may require up to five separate computing environments, with the ability to run concurrently, for 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 vendor to duplicate or approximate other relevant environmental considerations such as the network and system loading to ensure realistic testing scenarios are facilitated.

5. SERVERS AND WORK

- 5.1. System hardware requirements should be listed in detail to include make model and number of devices required for the full implementation of the application. Hardware proposed should be consistent with County standards as outline in the County IT Plan.

6. TRAINING REQUIREMENTS

- 6.1. In order to keep the training relevant to the ultimate look-and-feel of the system as well as fresh as possible and still accommodate the necessary number of sessions, it is expected that training will not begin until after preliminary system acceptance and before cut-over, but in no case will begin longer than 60 days prior to the scheduled "go live" date.

The County shall provide space sufficient for conducting the training and housing and securing the training equipment.

Except for System Administration training or as mutually agreed by the parties, classes will contain no more than 20 trainees.

The Contractor shall be responsible for providing sufficient training materials and take-away documents such as user manuals and user guides/"cheat sheets" to adequately perform the initial training and provide follow-up reference material for the trainees.

The Contractor must provide a comprehensive training program minimally covering:

- a. System administration
- b. Use of customer service features
- c. Use of the route management features
- d. Use of the onboard unit

It is currently estimated separate training sessions will be required to accomplish the above. The County will work with and assist the Contractor in the scheduling of the training program.

TECHNICAL PROVISIONS

It is currently estimated that 20 staff will require training and separate training sessions will be required to accomplish the above. The County will work with and assist the Contractor in the scheduling of the training program.

To support the ongoing training requirements for the County, it is expected that the Contractor will conduct Train-the-Trainer sessions.

If the system go-live date is significantly delayed due to the Contractor's actions or faults, any repeat training sessions as determined by Fairfax County must be performed at no cost to the County.

7. DISASTER RECOVERY / CONTINUITY OF OPERATIONS

- 7.1. The Disaster Recovery plan should document the processes necessary to respond to system disruption or a disaster that would affect the system. The plan should be coordinated with the overall agency County Continuity of Operations Plan (COOP). The plan should be based on information collected from the Department of Public Works and Environmental Services, Division of Solid Waste Collection and Recycling about their application access requirements in the event of an emergency.

The scope of the Disaster Recovery Plan should include all the departments and agencies that are dependant on the system.

The document should provide a way to maximize the effectiveness of disaster recovery operations through an established plan that consists of at least the following phases:

- Notification/Activation Phase: detect and assess damages and activate the plan.
- Recovery Phase: restore temporary IT operations and recover damages done to the original system.
- Reconstruction Phase: restore IR system processing capabilities to normal operations

The Disaster Recovery plan shall identify the activities, resources, and procedures needed to carry out processing requirements for a prolonged period of time; assign responsibilities to designated personnel and provide guidance for recovery during prolonged periods of interruption to normal operations; ensure coordination with Department/Agency and Fairfax County staff as well as external points of contact and vendors that will participate in the contingency planning strategies.

8. INTEROPERABILITY

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

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.

Data Level Interoperability: Agencies or organizations use standards-based technologies to share specific data elements in specific ways.

Portal Level Interoperability: Portals enable communities of interest 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 portal and to address multiple communities of interest that may have an overarching goal such as homeland security. 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.

TECHNICAL PROVISIONS

9. COSTS FOR INTERFACES AND DATA CONVERSION

- 9.1. The Offeror must specify the cost for developing interfaces and data conversion of all data identified in their response. Offerors should include the cost of conversion to a format compatible with the new system, provide the length of time to convert and upload the data, and explain how data conversion will be accomplished.

10. BACKUP AND RECOVERY

- 10.1. All vendor solutions must have an appropriate automated backup capability for system and application backup and recovery. Backup media shall be in a format suitable for convenient off-site storage. The system must provide differential backup schedules for various system components configurable by the system administrator. Incremental and full backup capabilities must be provided. All backup and recovery processes must be subject to auditing and reporting. System backups must be accomplished without taking the application out of service and without degradation of performance or disruption to operations.

11. SYSTEM ADMINISTRATION

- 11.1. The proposed solution must provide a suite of system administration tools to support the effective ongoing operation of the systems. The full suite of system administration tools native to the operating system and database utilized shall be available to appropriate County personnel.
- 11.2. System administration capabilities, at a minimum, must include the ability to:
1. Create and maintain user accounts
 2. Manage security
 3. Manage backup and recovery processes
 4. Monitor and tune system performance
 5. Install and configure hardware
 6. Install and configure software/updates
 7. Import new or updated geofiles, including addresses and street centerlines (when applicable)
 8. Monitor and maintain interfaces
 9. Schedule procedures
 10. Manage disaster recovery procedures
 11. Configure alerts
 12. Organize and maintain system documentation
 13. Perform remote management
- 11.3. The system administrator must be able to modify the layout and data elements displayed on all Offeror supplied forms and screen masks and create macros for completing common user functions.
- 11.4. The system administrator or other authorized user must also be able to add a report, macro, or function to the application menu and add new data elements to forms or to report formats.
- 11.5. All system administration procedures must be supported by a detailed logging, auditing and reporting capability.

12. SYSTEM DOCUMENTATION

- 12.1. The Contractor will supply documentation in printed and electronic format (MS Word Format and/or .pdf format at the County's option). The proposed solution must include complete documentation including, at a minimum:

TECHNICAL PROVISIONS

a. Technical Documentation (2 printed copies plus a CD) - must describe the technical architecture of the product as installed, configured and customized. The technical documentation must include information regarding the relational database design (data dictionary), record or table layouts, file schemas and use of application programs interfaces (API's), program description, and report manual. The contractor must compile and provide to the County complete documentation for all COTS and customized components of the CAD/RMS environment minimally including:

1. Data dictionary
2. Database table layouts
3. Interface specifications
4. CAD networking environment
5. Data conversion processes
6. Programs
7. XML schema
8. Stored queries and procedures
9. Canned Reports List and Report layouts.

b. Systems Administration Documentation (2 printed copies plus a CD) - must describe the steps and procedures needed to operate the product as installed, configured and customized, on a day-to-day basis. It must include information relating to procedures for system start-up and shut down, batch job submission procedures, security procedures, table maintenance procedures, etc.

c. User Documentation (2 printed copies plus a CD) - must describe the operation of the products, as installed, configured and customized from the perspective of the end user. The documentation must cover sign-on and sign-off sequences, menu operation, screen descriptions, means of invoking online help facilities, report generation, etc., and must be targeted to specific user groups.

d. The Contractor shall, at no additional charge to the County, provide updated technical, System Administrator, and user documentation when major system changes or updates occur such as Versions or Releases. Documentation will be provided in electronic format with permission for the County to distribute internally as needed. All new versions and releases must be accompanied by a document clearly explaining the new functionality, features, corrections, etc, addressed by the release or version.

e. The Contractor shall, at no additional charge to the County, provide documentation for any system configurations and integrations. System documentation must be provided in a MS Word format. Any content within the documentation which is considered proprietary in nature shall be so marked.

f. The Contractor shall be responsible for maintaining all documentation for the application environment on an ongoing basis.

13. SOURCE CODE

- 13.1. The Contractor must agree to either provide their proposed systems' source code to the County, or establish an escrow account with the exact version of the source code being implemented at the County. The Contractor must provide to the County, or escrow, the original, unaltered code, which must be replaced with the as-built code subsequent to completing the 1) testing, 2) acceptance and 3) implementation phases of this project. The vendor must notify the County every time code versions are sent to escrow. This is required to ensure that the County has unrestricted access to and use of the source code in the event the Contractor ceases to exist, ceases to support the application, or otherwise terminates its relationship and/or ownership to the product.

TECHNICAL PROVISIONS

14. OWNERSHIP OF AND ACCESS TO DATA AND ASSOCIATED PRODUCTS

- 14.1. The application data is and must remain the sole property of the County. Therefore, all tools and capabilities native to the database/OS environment, either Oracle/SQL Server, Unix/Windows, as proposed, 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 the database and the application in the Fairfax environment become the property of the County, and shall be available to the appropriate County personnel as needed and upon request. Database query, extract and download capabilities into external formats such as MS Excel and Access must be completely operational and available for appropriate County personnel to access.
- 14.2. The above is not meant to include -proprietary programs or other intellectual property unique to the Contractor's solution. However, such claim to proprietary content can not intrude on the County's right to access its data without undue interference or additional cost. Any such proprietary materials must be clearly marked and/or disclosed.
- 14.3. 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.

15. ANCILLARY AGREEMENTS

- 15.1. The Contractor shall provide and maintain separation of terms and Agreements for Software Licenses, Software Maintenance, Technical Support, and Consulting Services:

a. Software License

Software Licenses must be clearly defined as to the use rights. Unless otherwise negotiated, the County assumes a non-exclusive, perpetual use of any licenses purchased, independent of maintenance, services, and or support agreements. Generally speaking, the County will not lease licenses except under "Software as a Service" arrangements that include external hosting.

b. Software Maintenance

Maintenance, if any, must be calculated from a clearly defined basis and be an optional purchase at the County's discretion. Routine updates, fixes, or patches shall be included within the base license and shall not be subject to a separate maintenance contract. Unless otherwise negotiated, the County assumes the maintenance basis to be the net price dollar amount of non-exclusive, perpetual use licenses times the annual maintenance percentage amount, not to exceed 15%, and due in advance of the period covered on an annual or quarterly basis. Any software customizations not covered in the maintenance terms must be clearly identified by the Contractor.

c. Technical Support and Consulting Services

Other than maintenance on the software licenses, services shall be delivered under separate terms as defined in a specific statement of work, conforming to County standards. Support services including consulting and development services, implementation services, and tech support for customizations not covered by software license maintenance must be detailed separately. Unless otherwise negotiated and conforming to this requirements, the County assumes all customizations and software code is fully covered under the maintenance agreement, if any.

TECHNICAL PROVISIONS**16. SOFTWARE UPGRADES AND PATCHES:**

- 16.1. The Contractor shall make available to the County at no additional charge all upgrades and patches to the software as they are released so long as the County is currently under the Contractor's software maintenance agreement. If the County opts to take advantage of the patch or updated version, the Contractor shall install and support it under the on-site maintenance agreement.
- a. To ensure that documentation is consistent with the operating environment, updated documentation must be delivered concurrently with the software update.
 - b. Upgrades and patches will be applied in accordance with change management procedures.

17. HARDWARE MAINTENANCE:

- 17.1. The County maintains a three-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 three 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.

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

2. DEFINITIONS-

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

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

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

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

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

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

COUNTY: County of Fairfax.

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

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

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

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

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP10-145265-44): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP10-145265-44 will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Rev.-7/08

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

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

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

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP10-145265-44), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

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

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

4. LATE BIDS & MODIFICATIONS OF BIDS-

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

5. WITHDRAWAL OF BIDS-

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 6. ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS** – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted either a) in the special mailing envelope provided by the Department of Purchasing and Supply Management or b) have the solicitation number, subject, and date/time of opening/closing clearly marked on the outside of any other wrapper used.
- 8. COMPLETENESS**-To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS**-Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART**-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS**-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID**-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/solic.htm>.
- Proposals received in response to a Request for Proposal (RFP10-145265-44) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
- 15. OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

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

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

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

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

SPECIFICATIONS

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

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

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

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP10-145265-44 will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP10-145265-44. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

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

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

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

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

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

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

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

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

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

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

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

33. TERMINATION OF CONTRACT FOR CAUSE-

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

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

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

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

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

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

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

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. VENDOR RELATIONS DIVISION-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
- c. As used in this contract, the term small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.
- d. As used in this contract, the term "minority business" means a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.
- e. As used in this contract, the term women-owned business means a business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.
- f. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- g. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

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

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

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

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

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

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

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

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

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

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

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

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

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

PAYMENTS

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

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

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

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- d. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

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

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

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

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

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP10-145265-44) or invitation for bid (IFB), if the RFP10-145265-44 or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

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

Service Representative: _____
Telephone Number: (____) _____
E-Mail Address: _____

Fiscal Representative: _____
Telephone Number: (____) _____
E-Mail Address: _____

Payment Address, if different from above:

PRICE SUMMARY

1. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
		\$	\$	
DIRECT LABOR TOTAL				\$
2. INDIRECT COSTS (Specify indirect cost categories)	RATE	x BASE =	ESTIMATED COST	
	\$		\$	
DIRECT COST TOTAL				\$
3. PROFIT (BLOCKS 1 + 2) x ____%				\$
4. OTHER DIRECT COSTS				
			ESTIMATED COST	
a. TRAVEL				
1. Transportation			\$	
2. Per Diem			\$	
(check current County Travel Policy)				
TRAVEL SUBTOTAL			\$	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify additional categories)	QUANTITY	COST	ESTIMATED COST	
1. On-board Unit		\$	\$	
2. Mounted Camera				
3. Actuators				
4. UHF RFID Tags				
5. GPS Locators				
6. UHF RFID Onboard Readers				
7. UHF RFID Handheld Readers				
EQUIPMENT SUBTOTAL			\$	
c. SUBCONTRACTS				
SUBCONTRACTS SUBTOTAL			\$	
d. OTHER (Specify categories)	QUANTITY	COST	ESTIMATED COST	
			\$	
OTHER SUBTOTALS			\$	
OTHER DIRECT COSTS TOTAL				\$
5. TOTAL PRICE				\$

PRICE SUMMARY INSTRUCTIONS

1. Direct Labor – Block One
 - a. The offeror must provide labor classifications and the average hourly rates which will be paid for each classification expected to work on the project. This schedule shall not disclose employee names.
 - b. Direct Labor costs are defined as actual salaries and wages paid principals and employees for time directly chargeable to the project. Direct labor costs do not include fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation, holiday pay, etc.
2. Indirect Costs (Overhead) – Block Two
 - a. Overhead costs shall include fringe benefits, indirect salaries and wages, plus general and administrative expenses.
 - b. Overhead costs shall not include the following disallowable costs: bad debts, contingencies, donations, entertainment, fines and penalties, interest expense, marketing and promotion, legislative lobbying costs, defense of fraud, alcoholic beverages, and dividend distribution to employees. Indirect salaries must be salaries paid only to active employees and principals. Bonuses are generally allowed.
3. Profit – Block Three
 - a. Fees or profits shall be expressed as a percentage of the Total Estimated Cost minus consultant costs.
4. Other Direct Costs – Block Four
 - a. Travel: The costs of travel and transportation (County mileage rates) will be entered in blocks 4a (1) and (2). These items will be broken down into separate costs and rates associated with each item (i.e., mileage rates, airfare cost, vehicle rental fees, lodging and / or meal rates, County per diem, etc.). Lodging and / or meal rates shall be consistent with the County's current Travel Policy in effect at the time the proposal is submitted.
 - b. Equipment, Materials, Supplies: Block 4b
 - c. Subcontracts: Block 4c
 - d. Other: Block 4d
5. Total Price: Block 5 is the sum of blocks 1, 2, 3, 4a, b, c, and d.

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

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

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:
Virginia ☐ Yes ☐ No
Fairfax County ☐ Yes ☐ No
- Date business began/will begin work in Fairfax County

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

Signature

Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

Listing Of Local Public Bodies

REFERENCE PARAGRAPH 32 OF THE SPECIAL PROVISIONS,"USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
	Alexandria, Virginia		Maryland Transit Administration
	Arlington County, Virginia		Metropolitan Washington Airports Authority
	Arlington Public Schools, Virginia		Metropolitan Washington Council of Governments
	Bladensburg, Maryland		Montgomery College
	Bowie, Maryland		Montgomery County, Maryland
	Charles County Public Schools, MD		Montgomery County Public Schools
	College Park, Maryland		Northern Virginia Community College
	Culpeper County, Virginia		Omni Ride
	District of Columbia		Potomac & Rappahannock Trans. Commission
	District of Columbia Courts		Prince George's County, Maryland
	District of Columbia Public Schools		Prince George's County Public Schools
	DC Water and Sewer Authority		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Public Schools, VA
	Fairfax, Virginia (City)		Prince William County Service Authority
	Falls Church, Virginia		Rockville, Maryland
	Fauquier County Government and Schools, Virginia		Spotsylvania County Schools, Virginia
	Frederick, Maryland		Stafford County, Virginia
	Frederick County Maryland		Takoma Park, Maryland
	Gaithersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland		Vienna, Virginia
	Herndon, Virginia		Virginia Railway Express
	Leesburg, Virginia		Washington Metropolitan Area Transit Authority
	Loudoun County, Virginia		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Manassas, Virginia		Others:
	Manassas City Public Schools, Virginia		

Complete and return this form with your proposal.

Vendor Name

BUSINESS CLASSIFICATION

DEFINITIONS

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

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

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

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:

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

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

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

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

<u>Line</u>	<u>SMALL BUSINESS</u>	<u>LARGE BUSINESS</u>	<u>OWNERSHIP</u>
1.	___ B	___ Y	Regardless of Ownership
2.	___ C	___ A	Women-Owned
3.	___ X	___ V	Minority-Owned

PLEASE RETURN THIS FORM WITH YOUR BID PACKAGE. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.

NAME OF FIRM: _____



**COUNTY OF FAIRFAX
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM**

12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

Fax: 703-324-3228

SUBCONTRACTOR(S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification : _____

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 31, Special Provisions). Please complete this form and return it with your submission.

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal.