

PRE-PROPOSAL CONFERENCE

RFP07-891332-31

A pre-proposal conference will be held on Monday, November 13, 2006, at 2:00 p.m. at the Fairfax County Government Center, Suite 170, Training Room, 12000 Government Center Parkway, Fairfax, Virginia. All offerors are urged to attend.

All questions pertaining to this Request for Proposal should be submitted in writing to the Contract Administrator, Sandy Jones at dpsmteam3@fairfaxcounty.gov prior to the date and time of 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

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ISSUE DATE: November 2, 2006	REQUEST FOR PROPOSAL NUMBER: RFP07-891332-31	FOR: Software: Succession Planning
DEPARTMENT: Department of Human Resources	DATE/TIME OF CLOSING: November 27, 2006 @ 1:00 p.m.	CONTRACT ADMINISTRATOR: Sandy Jones @ 703-324-8411; email: sandy.jones@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 Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

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



SPECIAL PROVISIONS**1. SCOPE OF CONTRACT:**

- 1.1. The purpose of this Request for Proposal (RFP) is to enter into a contract with a qualified firm to provide a Custom Of The Shelf (COTS) software package for Succession Planning and all services required to achieve a completed 'turnkey' solution for Fairfax County in accordance with the terms and conditions of this RFP.
- 1.2. The purpose for this RFP is to identify the requirements of a software solution to support the Fairfax County Government Succession Planning (SP) process. The information provided is the result of the work of an interdepartmental Succession Planning Team. In order to successfully implement SP in an organization, Fairfax County requires a software system to support every step of the process.
- 1.3. The County's objective is to:
 - a. Identify strategic needs of department
 - b. Identify key positions (leadership, critical, or difficult to fill)
 - c. Complete profile of key positions
 - d. Identify competencies common to key positions
 - e. Identify potential successor pool
 - f. Complete profile of individual potential successors
 - g. Create skills Gap Analysis
 - h. Establish group & individual development plans
 - i. Integrate development plans into strategic plan & budget
 - j. Review development plan progress & revise
- 1.4. Fairfax County seeks a software solution that looks up, down, and across the organization. This Succession Planning (SP) process will be conducted at a minimum at the department level, with the ability to conduct it on a broader, cross-County scale. This will enable County leadership to assess the talent pool across the organization. The goal is to develop workforce competencies needed to sustain a high level of performance in the face of projected baby-boomer retirements and anticipated higher turnover.
- 1.5. The long term goal is to allow every employee access to the software to either help plan organizational development and training or to chart their own career path. Management will use the software to identify key positions and evaluate the required knowledge, skills, abilities (KSA's), competencies and other requirements of key positions. Management will also identify the potential applicant pool for these key positions and use the software to evaluate the pool's KSA's, competencies, experience, and education. Reports generated will enable an analysis of the gaps between the requirements of the key positions and those of the talent pool. Managers will then review training and development options in order to create individual and departmental development plans. Management will also use information gained from gap analysis to create tailored recruitment plans to attract the right talent to work at Fairfax County Government.
- 1.6. Employees will use the software to identify and review the requirements of positions to which they aspire in order to develop their own career plans. They will be able to view the KSA's and competencies required for these positions and consider training and development options in order to create individual development plans.

SPECIAL PROVISIONS**2. PRE-PROPOSAL CONFERENCE:**

- 2.1. A pre-proposal conference will be held on Monday, November 13, 2006, at 2:00 p.m. in the Fairfax County Government Center, Suite 170, Training Room, 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.

3. CONTRACT COMPLETION AND RENEWAL:

- 3.1. The period of this contract shall be from date of award through January 31, 2009 with four (4) one-year renewal options.
- 3.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The initial term of this contract is for a two (2) year period. The County reserves the right to renew the contract for four (4) additional years, one (1) year at a time, if agreeable to all parties.
- 3.3. Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. The contract will provide that if such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County will be entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

4. BACKGROUND:

- 4.1. Fairfax County is located in the northeast corner of Virginia and has an area of approximately 400 square miles and a population in excess of 1,000,000 people. Fairfax County is part of the Washington-Baltimore Consolidated Metropolitan Statistical Area (CMSA). The Fairfax County Government is organized under the Urban County Executive form of government (as defined under Virginia law).
- 4.2. The governing body of the County is the Board of Supervisors, which makes policies for the administration of the County. The Board of Supervisors is comprised of ten members: the Chairman, elected at large, and one member from each of nine supervisor districts, elected to a four year term by the voters of the district in which the member resides. The Board of Supervisors appoints a County Executive to act as the administrative head of the County.
- 4.3. The County Executive carries out the Board's policies, directs business and administrative procedures, and recommends officers and personnel to be appointed by the Board of Supervisors. There are three Deputy County Executives, which assist the County Executive in managing and directing the many and varied functional areas of the County. The Chief Information Officer (CIO), is one of the three Deputies, and is responsible for all automation systems within the County.

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- 4.4. The Department of Information Technology (DIT) is one of several support agencies under the leadership and management of the CIO. DIT's primary responsibility is to guide and direct all automation efforts within Fairfax County. This includes the operation of the mainframe data center, PC configuration and support, security administration, corporate system development and implementation, and design installation, management and support of the Enterprise Network.

5. REQUIREMENTS:

- 5.1. Listed is information pertaining to the users (Fairfax County employees) of the proposed system.

- a. number of users – potential to 12,000
- b. initial volume of users is between 1,000-2,000
- c. number of concurrent users – 500
- d. Location of users – various locations throughout the Fairfax County Government complex as well as home locations throughout the Washington DC metropolitan area.

- 5.2. **FUNCTIONAL/BUSINESS REQUIREMENTS:** The following are requirements that the proposed system must meet:

- a. The system needs to be available for users-24/7; (prime hours of usage 7:00 a.m. – 6:00 p.m. and peak volume between the hours of 9:00 a.m. – 3:00 p.m.)
- b. The maintenance window will be every Sunday from 6:00 p.m. to midnight, with exceptions made on a case-by-case basis.
- c. The system must provide for a uniform presentation to the users. This includes screen layout styles, function key assignments, icons, system navigation, help screens, display of error messages, etc.
- d. The system must be a “Real Time” off-the-shelf package where all files that are affected by a transaction are updated at the time of the transaction without the need for “Batch” updating.
- e. The system must be transaction based and the detail of each transaction must provide a clear audit trail for verification.
- f. The system must provide data archiving capabilities with flexibility of maintaining and archiving data based on user selected date range and tables.
- g. The system must provide on-line help capabilities at all levels.
- h. The system must provide links to the Fairfax County infoweb as well as other sites identified by the County of Fairfax to include but not limited to the Learning Management System (LMS).

- 5.3. **SYSTEM ARCHITECTURE REQUIREMENTS:** The following are requirements that the proposed system must meet:

- a. The system must provide a web browser based technology to minimize the non-dedicated user software needed on PC's for full access to the application, as well as for information and submitting requests only. The system must be completely web-based, and not simple “web enabled” or “browser wrapped”. The system must meet County standards for infrastructure and web applications.

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- b. The system must be in accordance with Fairfax County's IT Plan available on the Internet at <http://www.fairfaxcounty.gov/dit/itplan/itPlanFiles/fy07/2007Section5.pdf>, specifically Section 5, "Information Technology Architecture" and the Appendix in the "Information Technology Plan". Please check the DIT web page for the latest IT Plan. The system must follow the architecture and standards.
- c. The County uses consolidated, shared servers for databases, application and file servers. The system for the servers and workstations must comply with County IT standards which are available on the Fairfax County Internet Website at <http://www.fairfaxcounty.gov/dit/itPlan/itPlanFiles/fy07/2007ITPlan.pdf>. The offeror should review the existing hardware for compatibility with their proposed system solution prior to recommending additional new hardware.
- d. The system security must comply with County security Policy and Standards which are available on the Fairfax County Internet Website at www.co.Fairfax County Government.va.us/gov/dit/iso/pm70-05_01.pdf.
- e. The County requires that the testing of the system be an integrated part of the entire implementation life cycle and that the system must conform to the System Development Life Cycle Standards (SDLCS) which is available on the Fairfax County Internet Website at <http://fairfaxcounty.gov/gov/dit/SDLCS.pdf>. The following considerations and responsibilities apply:
 - 1. 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.
 - 2. The final acceptance test must use Fairfax County approved data and include report generation.
 - 3. The final acceptance test must exercise all functionality and components successfully.
- f. The County requires the use of a County-supported database management system such as Oracle or MS SQL.
- g. The system must be a Commercial Off-the-Shelf (COTS) with no or minimal customization. The system must function harmoniously and run simultaneously with other applications, networks, and network topologies.
- h. The system must interface to other applications using County standard Application Integration tools (i.e., web Methods and/or Jacada utilizing web services).
- i. Fairfax County requires the system to have the capability to import and export data to/from external data sources, such as the current mainframe HR system as well as other web based HR applications and other relevant Fairfax County systems, as well as Microsoft Office Suite applications.

5.4. SOFTWARE MAINTENANCE AND SUPPORT:

- a. The system must have a documented track record of proven enhancements, service releases, patches, etc. and include dates and release numbers for enhancements and service releases for the past five years.

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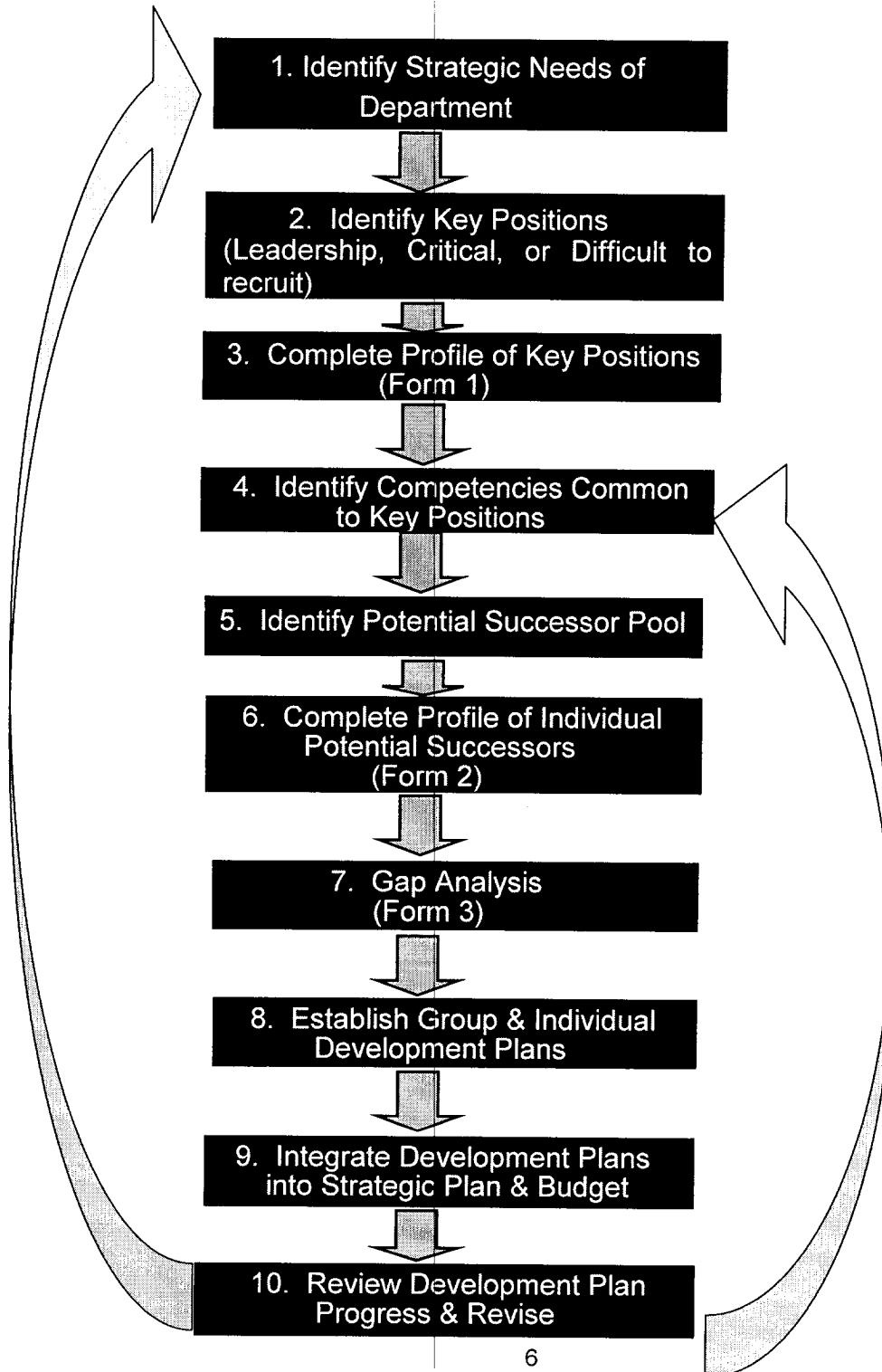
- b. All application upgrades or updates will be made available to the County as part of the maintenance agreement.
- c. No additional fees will be associated with platform upgrades.
- d. The system must include updates to product documentation delivered concurrently with the software releases. Examples include, but are not limited to, hardcopy documentation, online help, online reference manuals, quick reference cards, CD-ROM and electronic format or e-copy.

5.5. **WARRANTY:** The following warranties are required:

- a. Warranty of Performance – one-year performance warranty covering the specifications for and performance of all software and services, commencing upon system implementation.
- b. Warranty Against Viruses – warrants against deliberate time bombs – encrypted key technology to disable the system
- d. Warranty of Vendor Capability – contractor is financially viable and there are no legal proceedings against the contractor that could jeopardize this agreement.
- e. 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.
- f. Configuration Warranty – warrants that the system procured includes all components necessary to perform the processing presented.
- g. Release Warranty – warrants the combination of hardware, software, and operating system requirements.

6. **TASKS TO BE PERFORMED:**

- 6.1. The document below is Fairfax County's objective to the Succession Planning process and identifies the software support required at each step of the process.

SPECIAL PROVISIONS***Succession Planning Process***

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6.2. **Global Succession Planning - Overview of Enterprise-wide Requirements**

a. **Access:**

1. Internet based
2. Accessible offsite

b. **Security:**

1. User-ID and password protected
2. Rights controlled by department SP Coordinator
3. Overall rights controlled by County-wide SP Coordinator and HRIS (Human Resources Information Systems Division)
4. Accessible only to current employees
5. Allows supervisors access only to download subordinates surveys and IDP's (Individual Development Plan)
6. Allows department executives and SP Coordinators access to first duty (summary of 100% of duties) in position descriptions County-wide
7. Allows department executives and SP Coordinators access to employee profiles County-wide

c. **Functionality:**

1. Menu-drive screens
2. Help feature for directions and explanation of terms
3. Sends calendar-based and status-based messages to users
4. User friendly
5. Easy point and click navigation
6. "Mouseovers" or "drop down" menus for competency levels and definitions
"Mouseover" is defined as moving the mouse over the field and text is displayed.
7. Links to the County SP Guide for each step of the process

d. **Integration:**

1. Must be able to draw demographic and position data from HRIS system (PRISM). PRISM is the County of Fairfax's Human Resource Payroll Personnel System.
2. Must be able to pull reports from Infoweb
3. Fairfax County Government must be able to set content of competency library. Software must be capable of accepting levels within each competency.
4. Fairfax County Government must be able to add a library of technical competencies from which departments can select

6.3. **Step 1: Identify Strategic Needs of the Department**

- a. In this step, departments will review their strategic needs, consider budgetary needs and constraints, assess current workforce levels, review Board priorities, review the current state of technology, and conduct an internal and external environmental scan.

b. **Software Support for Step 1:**

1. Managers engaged in SP should have access to a homepage with links to the following documents:
 - a. SP Guide

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- b. SP Toolkit
 - c. HR/Human Capital Reports, including person history, position history, position SP profiles and SP status bar, Employee Identification Numbers (EIN's), notification of SP profiles in queue, retirement projections, turnover reports (by County, department, division and class), organizational charts
 - d. Links to County and department budget documents, board priorities
 - e. Messages from department SP and County SP Coordinators
 - f. Drop down menu to enable managers to begin SP process
 - 2. SP Coordinators should have access to a homepage with all of the above features plus the ability to set permissions/control access to SP software.
 - 3. Employees should have access to a homepage with:
 - a. SP Guide
 - b. SP Toolkit
 - c. Drop down menu to enable managers to begin SP process
 - 4. County SP Coordinator should have access to all of the above.
- 6.4. **Step 2: Identify Key Positions (Leadership, Critical, or Difficult to Recruit)**
- a. In this step departments will identify key positions and their relationship to their organization. These may be very senior positions but they also could include those that are difficult to recruit, retain or replace regardless of their place in the organization. The employees of these positions may be at higher risk for "flight." Their work may be operationally critical to the organization's mission. The employees of these positions could require unique skills for which there is little or no available training or they may perform work that requires years of experience or extensive corporate knowledge to perform.
 - b. **Software Support for Step 2:**
 - 1. In this step, managers must be able to:
 - a. View organization charts
 - b. View Pay for Performance data to identify senior/subordinate information
 - c. Identify and "tag" a position as key and list the reasons for the tag
 - d. Link to the portion of the SP Guide that pertains to this step in the process. (This could be a drop down box.)
 - e. View class specifications for key position's job class (this could be a link) in order to identify required KSA's, competencies, and experience
 - 2. In the long term, managers should be able to:
 - a. Distinguish between key positions and all others on organization charts and modify if required
 - b. Search the system to find comparable positions based on grade, competencies, and job class title within the County's overall organization and pull up their position descriptions and associated organization charts
 - 3. Employees have no role in this step.
 - 4. Department Succession Planning Coordinators must be able to:
 - a. Identify key positions in other departments
 - b. Perform all of the above

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5. County-wide SP Coordinator must be able to perform all of the above

6.5. **Step 3: Complete Profile of Key Position**

- a. In this step, departments will identify the critical competencies of the key positions within their organization. This step requires participation from the employee of the key position, as well as the supervisor and manager of the position. In this step, participants will focus on the KSA's, competencies and other requirements needed for the position. The current employee will complete an on-line competency assessment of the position. This competency assessment will use the competencies established by Fairfax County Government. Each competency will have levels of proficiency. The supervisor will review the assessment and can recommend changes to the levels of proficiency. The manager will review both assessments, make any necessary changes and approve the final competency profile for the position.
- b. **Software Support for Step 3:**
1. The employee of the key position must be able to:
 - a. Pull up the current position description
 - b. Pull up the job classification for the position
 - c. Complete all information from Form 1 (Attachment 1) to include:
 1. Position Number
 2. *Class Code
 3. *Working Title
 4. *Duties from HR system-position description
 5. *Supervisor name and position number
 6. **Current employment standards for position
 7. Education and experience preferences for position
 8. Institutional knowledge (free form)

*Indicates pre-filled (from PRISM) once position number is inputted. not editable.
**Indicates information pulled from file of class specifications in MS Word. Not editable.
 - d. Complete the online competency survey, based on what is required for the position, not based on the employee's personal competencies.
 - e. "Drop down menus" or "mouseovers" of competency definitions and levels
 - f. Submit the completed Form 1 to the supervisor (Workflow notification)
 - g. Print the completed or blank Form 1
 - h. Links to SP Guide for guidelines for this step
 2. The supervisor of the key position must be able to:
 - a. Pull up the completed Form 1 that was completed by the employee of the key position
 1. "Drop down menus" or "mouseovers" of competency definitions and levels
 - b. Make recommended changes to the Form and submit it to the manager
 - c. The system must enable the incumbent and the supervisor to complete Form 1 together in order to collaborate
 - d. The system must enable the supervisor to initiate Form 1
 - e. Submit the completed Form 1 to the supervisor (Workflow notification)

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- f. Print submitted, completed or blank Form 1
 - 3. The manager of the key position must be able to:
 - a. Pull up the completed Form 1
 - b. Differentiate between employees and supervisor's submission
 - c. Approve the completed Form 1. (Workflow notification to Department SP Coordinator)
 - d. If not in agreement with Form 1, make changes
 - e. Print submitted, completed or blank Form 1
 - 4. Department and County SP Coordinators must be able to:
 - a. Pull up completed Form 1's in each stage of the process
 - b. Track the progress of Form 1 through the approval process
 - c. View PFP – Supervisor/Subordinate information
 - d. View organization chart for key position
 - e. Print submitted, completed or blank Form 1
 - f. Select from the library of Fairfax County technical competencies. Add these technical competencies to the competency questionnaire for their department's competency assessments when appropriate
 - g. Recommend additional technical competencies to the County SP Coordinator
 - 5. County SP Coordinator must be able to:
 - a. Modify the Competency Library as necessary
 - b. Enable Department Coordinators to add unique technical competencies to their department's Competency Library
- 6.6. **Step 4: Identify Common Competencies**
- a. In this step, managers and SP Coordinators within a department can review competency profiles of key positions to identify competencies common to key positions across the department. Senior County leadership (County Executive, Deputy County Executives, Department Directors, and the County SP Coordinator) can identify competencies common to key positions across the County government organization. Based on this information, leadership can identify training that will contribute to development of these common competencies.
 - b. **Software Support for Step 4:**
 - 1. Managers within departments will need to be able to create reports that compile the competencies, knowledge's, qualifications, preferred qualifications, educational requirements, and work experience of all key positions within their department. Information in these reports will be pulled from approved competency assessments of key positions. Managers will be able to prioritize information in the reports from most important to least important. The software must provide reports that are sortable and can be tailored to look across divisions within an organization. Managers will be able to link to the County's Learning Management System and identify courses aligned to the competencies, knowledge's, qualifications, preferred qualifications, and educational requirements of all key positions within their department.
 - 2. SP Coordinators within departments will have the same requirement.
 - 3. Senior County Leadership will be able to create similar reports based on County-wide information.

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4. The County SP Coordinator will be able to create all of the above.

6.7. **Step 5: Identify Potential Successor Pool - (Selecting those who will be assessed)**

- a. In this step, department or County management will look across the organization and select personnel to participate in the competency assessment process. Management should be able to look at the next grade level down within a classification series or within a division or department to identify potential candidates. Senior County Leadership should be able to look across the organization to identify employees within positions that would be most likely to prepare candidates for the key position. Employees must be able to self-nominate themselves for the process. Guidelines for this process will be published in the County SP Guide and will be in alignment with the County's merit guidelines and County Regulations located on the Department of Human Resources infoweb.
- b. **Software Support for Step 5:**
1. The software must be able to pull all data (from both the people and the position side) from PRISM. All the data made available to support Step 1 of this process must also be available at this step.
 2. Managers and Senior County Leadership, Department and County SP Coordinators must be able to:
 - a. "Tag" people to invite them to participate in the competency assessment process
 - b. Pull up Guidelines for this step from the County SP Guide
 - c. Create, view and print reports that list tagged positions, linking them to the key position under review
 - d. Link to reports in PEAQ (Point and Click Enterprise Query) system. The system contains Human Resources data and allows users to create queries (reports).
 - e. View and print all invitations and responses
 - f. Create reports that list everyone who was invited to participate in an assessment process and identify those who have accepted the invitation
 - g. Create reports that list everyone who self-nominated to participate in the assessment process
 - h. Create a report that combines those who were invited with those who accepted
 3. Employees must be able to:
 - a. Pull up and complete a self-nomination form linked to a key position
 - b. Respond to invitations from management to participate in the assessment process
 4. Department and County SP Coordinators must be able to:
 - a. Control who has access to the information regarding who was invited, who accepted, and who self-nominated for an assessment process
 - b. View and print all invitations and responses
 - c. Create reports that list everyone who was invited to participate in an assessment process and identify those who have accepted the invitation
 - d. Create reports that list everyone who self-nominated to participate in the assessment process
 - e. Create a report that combines those who were invited with those who accepted

SPECIAL PROVISIONS**6.8. Step 6: Complete Profile of Individual Potential Successor**

- a. In this step, individuals will complete an on line competency assessment. All the information contained in Form 2 (Attachment 2) will be included in the competency assessment.
- b. **Software Support for Step 6:**
 - 1. Employees must be able to:
 - a. Pull up the portion of the County SP Guide related to Step 6
 - b. Pull up the Competency Assessment and complete it online. The employee will input their name and current Position Number and certain information will pre-fill into the form, including:
 - 1. Working Title
 - 2. Class Code
 - 3. Class Title
 - 4. Time in Position or date employee started in the position
 - 5. Previous Positions held in County (Position Number, Class Code, Class Title, dates)
 - 6. Ability to cut and paste from AIMS
 - 7. Supervisor Name
 - 8. Supervisor Position Number and Job Class
 - 2. Enter other biographic information for the assessment (See Page 1 of Form 2 of Attachment 2).
 - a. Complete the online Competency Assessment (See Page 2 of Form 2 of Attachment 2) based on personal competency levels (not restricted to those used in current position)
 - b. Ability to input data in appropriate boxes (position cursor and click mouse)
 - c. "Drop down menus" or "mouseovers" of competency definitions and levels
 - d. "Drop down menus" or "mouseovers" indicating where in Leadership and Learning Continuum for each competency exists. (Contributes to managing expectations.)
 - e. Five levels within each competency
 - f. Indicate where each specific competency was acquired
 - 1. College course
 - 2. County training
 - 3. Experience in current position
 - 4. Experience in previous county position
 - 5. Experience in non-County position
 - 6. Other (free form)
 - g. "Lock" the completed Assessment
 - h. Submit the entire Assessment to their supervisor
 - i. If not participating in the "pool", save the Assessment to a personal file
 - j. Have the ability to track changes
 - 3. Supervisors must be able to:
 - a. Receive notification of Assessment in queue
 - b. Pull up Competency Assessments that have been submitted to them
 - c. Review the biographic data and verify it (Page 1 of Form 2 of Attachment 2).

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- d. Complete Organizational Knowledge section (Page 1 of Form 2 of Attachment 2).
 - e. Indicate agreement with submitted assessment
 - f. If not in total agreement, indicate their changes to the form
 - 1. "Drop down menus" or "mouseovers" of competency definitions and levels
 - g. Submit the entire Assessment to their manager
 - h. Save the Assessment to a personal file
 - i. Have the ability to track changes
4. Managers must be able to:
- a. Receive notification of Assessment in queue
 - b. Pull up Competency Assessments that have been submitted to them
 - c. Review and verify all information on the assessment
 - d. Approve assessment
 - e. If not in agreement with the assessment, indicate their changes to the form
 - 1. "Drop down menus" or "mouseovers" of competency definitions and levels
 - 2. Software must be able to show employee input, supervisor input and manager final assessment
 - f. Have the ability to track changes
5. Department SP Coordinators must be able to:
- a. View status of assessment process and see who has completed assessments
 - b. Create a report indicating who has completed assessments, in comparison to who has been invited to participate and who has self-nominated into the process
 - c. Unlock assessments
 - d. Have the ability to track changes

6.9. Step 7: Gap Analysis

- a. In this step, the department will conduct a gap analysis between the competencies of the key positions and the competencies of the pool positions. In addition, the department will compare other information including gaps between the knowledge's, qualifications, preferred qualifications, educational requirements, and work experience of key positions and pool positions.
- b. **Software Support for Step 7:**
 - 1. Supervisors, Managers, and SP Coordinators must be able to:
 - a. Pull up the portion of the SP Guide related to Step 7
 - b. Create and print reports that show gaps and surpluses in
 - 1. Competency levels
 - 2. Education
 - 3. Experience
 - 4. Certifications
 - 5. Knowledge (Technical and other)
 - c. Profile pool and identify five or ten pool positions that are closest to the key position in each of the above areas. Tailor a report that shows any specified number or all pool positions in relation to the key position. Report can include positions in division, department, or county.

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- d. Create a summary report that shows gaps and surpluses in five or ten pool positions that are closest to the key position. Tailor a report that shows gaps and surpluses of a specified number or all pool positions in relation to the key position. Report can include positions in division, department, or county.
- e. Create a report that indicates largest gaps in competencies and other areas based on the assessments. Tailor this report to show largest gaps for one, a specified number or all pool positions. Report can include positions in division, department, or county.
- 2. Department SP Coordinators must be able to:
 - a. Create a status report indicating assessment phase of all positions within division or department.
- 3. The County-wide SP Coordinator must be able to:
 - a. Perform all of the above
 - b. Create a status report indicating assessment phase of all positions within division or department or County wide
- 4. Specific software requirements to support Step 7: Software must:
 - a. Enable review of data in a variety of chart formats or in a spread sheet
 - b. Enable comparison of key positions to pool positions
 - c. Enable comparison of key positions to all positions in next lower class within a series (Example: Compares a Personnel Analyst IV to all Personnel Analyst III's)
 - d. Enable comparison of key positions to all positions in next lower pay grade (Example: Compares a Personnel Analyst IV (Pay grade S-31) to all positions that have been profiled in pay grades below S-31)
 - e. Enable creation of ad hoc reports using information from assessments
 - f. Enable management and SP Coordinators to look across departmental boundaries
 - g. Enable management and CP Coordinators to pull up status report indicating assessment phase of all positions within division or department
 - h. Not enable inclusion of positions in gap analysis reports if assessments have not been submitted by employees to their supervisors
 - i. Reports should be consistent with the Fairfax County Government merit system

6.10. Step 8: Establish Individual and Organizational Development Plans

- a. In this step, individuals will review the results of their competency assessment in comparison to either a key position or to a position included in their personal career plan. They will use this information, in light of their career goals and organizational needs, to develop Individual Development Plans (IDP). Managers and supervisors will actively participate with employees in this step, providing feedback, mentorship, career coaching, and general guidance. Employees will have the option of completing a competency assessment for their own benefit and not sharing the results with their manager or supervisor. However, if they desire to participate in the SP process as part of the pool, they will submit their competency assessment to their supervisor for review. This will enable use of the software to conduct gap analysis.

SPECIAL PROVISIONS

- b. Additionally, managers and supervisors can develop an organization-wide development plan that addresses critical gaps in competencies across the department or division. This Organizational Development Plan (ODP) can also focus on new competencies needed to keep Fairfax County Government abreast of technological or industrial changes.
- c. **Software Support for Step 8:**
 - 1. Employees must be able to:
 - a. Automatically generate an IDP
 - 1. Based on current and desired position(s), gaps or user-defined goals
 - b. View Gap Analysis based on their position compared to the key or desirable position
 - 1. Identify competency and skill gaps for a key or desirable position and define these gaps as goals on IDP
 - c. View software-recommended learning activities based on development and career goals
 - 1. View drop down boxes containing a suggested menu of activities to address gaps including:
 - a. County courses
 - 1. Link to the Learning Management System to select courses that address development areas from their Gap Analysis. When courses are keyed to County's Competencies, enable employees to identify courses linked to competencies
 - b. Mentorship
 - c. Experiential learning
 - d. College courses
 - e. Seminars
 - f. Books and professional journals
 - d. Enter text into IDP
 - e. Track and record their progress in the IDP
 - f. Develop and save an IDP to a personal file without sharing it with their manager/supervisor
 - 2. Managers and supervisors must be able to:
 - a. Perform all of the above
 - b. Approve IDP's
 - c. Construct ODP's
 - 3. Departmental and County-wide SP Coordinators must be able to:
 - a. Track completion of IDP's and ODP's
 - b. Review IDP's and ODP's
 - c. Participate as an employee or supervisor when appropriate

6.11. **Step 9: Integrate Development Plan into Strategic Plan and Budget**

- a. In this step, management will review development plans and establish priorities for training, development and recruitment activities. They will consider these priorities as they prepare departmental budgets. Management will align these priorities with their strategic plan, overall organizational needs, budgetary constraints, and other environmental factors.

SPECIAL PROVISIONS**b. Software Support for Step 9:**

1. At this stage of the process, supervisors and managers must be able to:
 - a. Link to the SP Guide that pertains to this step in the process.
 - b. Review IDP's and ODP's
 - c. Prioritize items on the ODP
 - d. Pull up the departmental budget (link)
 - e. Refine and reprioritize items on the ODP's
2. At this stage of the process, departmental SP Coordinators must be able to:
 - a. Link to the SP Guide that pertains to this step in the process
 - b. Review IDP's and ODP's
 - c. Pull up the departmental budget (link)
 - d. Assist management with prioritization of items within ODP's
3. At this stage of the process, the County-wide SP Coordinator must be able to:
 - a. Link to the SP Guide that pertains to this step in the process
 - b. Review all IDP's and ODP's
 - c. Pull up all departmental budgets (link)
 - d. Assist management with prioritization of items within ODP's

6.12. Step 10: Review Department Organizational Development Plan and Revise:

- a. In this step, management and SP Coordinators will periodically review the ODP's to monitor progress towards goals. As higher priority goals are completed lower level priorities may be addressed. As key positions are filled, the organization may focus on other positions or areas of development. Management should walk through Steps 1 through 9. The strategic plan may have been modified. Additional positions may have been identified as key and the process should be repeated to target those key positions. Succession Planning is a dynamic process and management should review their ODP prior to each budget cycle.

b. Software Support for Step 10:

1. Employees, supervisors, managers, and SP Coordinators will need access to everything identified in all previous steps as the SP cycle is repeated.
2. Reference sample Forms 1 and 2 (Attachments 1 & 2) and Forms Matrix 1 & 2 (Attachments 3 & 4). Forms 1 & 2 support the steps in the process and Forms Matrix 1& 2 shows the data source for the forms. These forms are sample only and are not limited to the information included on the forms.

6.13. PROJECT MANAGEMENT: The following project management tasks will be required:

- a. Within 30 days of contract award, the contractor shall complete a gap analysis with County staff to finalize detailed functional requirements. A 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.
- b. Within 30 days of contract award, the contractor shall provide the County with a project work plan showing approach, level of effort, task listing, and breakdown structure, major milestones and time to completion. The plan will be submitted to the County project lead for approval prior to beginning work on the contract. All changes to the work plan must be approved with signature prior to implementation.

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- c. Within 45 days of award, the contractor shall develop an Acceptance Test Plan to include testing strategies for all system functionality, testing of system response times, system interfaces, environmental needs for testing, roles and responsibilities, and the projected schedule.
 - d. The contractor shall provide weekly updates on project status to the County project lead to include all completed or pending actions, status of deliverables, variances from work plan projections, planned versus actual delivery dates, etc.
 - e. With the County project leader, the contractor shall participate in monthly project steering committee briefings to communicate project status to executive sponsors and key stakeholders.
- 6.14. The contractor must describe the system infrastructure including the platform, database, and development environment by completing the Infrastructure check list (Attachment 5).
- 6.15. The contractor must provide a logical layer diagram to represent the system's infrastructure.
- 6.16. The contractor shall develop a detailed work plan that will include tasks, responsibilities (contractor and County), timeframes, and all deliverables. The work plan will include the stages required for successful implementation in the Fairfax County environment. For planning purposes, the contractor should state their schedule in terms of days after receipt of purchase order by the County Purchasing Agent. The project work plan and schedule should identify key deliverables, milestones, and project phases, and include status meetings. The County project team will review the project schedule with the contractor.
- a. The work plan will be reviewed and revised as necessary within six (6) weeks after contract award. A detailed and updated work plan, which identifies the necessary resources and subtasks, is the first deliverable.
 - b. The work plan will include a Delivery/Completion Schedule that clearly identifies the deliverables and the time of delivery beginning with the contract award date (i.e. 3 weeks after award, 10 months after award, etc.)
 - c. The County agencies, Department of Human Resources (DHR) and Department of Information Technology (DIT) must approve the work plan for this project.
 - d. The contractor shall submit a plan (e.g. Gantt chart) itemizing tasks from installation to production. Discussion with and approval by County staff will be required to finalize the plan and effective dates.
 - e. Business Process evaluation - 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 can't be implemented, the contractor will provide alternative processes, or a solution to work around the existing process in the new system.
- 6.17. Fairfax County wishes to avoid customization of the COTS package. The work plan shall describe any configuration or customization to the system that is needed to meet the requirements listed in the Functional Requirements. If the system proposed is a hosted solution-please describe hosting environment in detail.
- a. In the work plan, the contractor shall prepare a Gap Analysis, i.e., an identification of where the proposed system does not entirely meet the requirements defined in this RFP.

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- b. Upon receiving approval from the County, the contractor may customize the base system in accordance with the functional specifications. The task will be considered complete when the project team has accepted all the modifications.
- c. The contractor will install, test, and certify the correct installation of the system as proposed for Fairfax County. It is mandatory that the contractor describe its preferred approach to accomplish this task as well as its experience with similar situations. The contractor should also describe what Fairfax County resources would be required to accomplish this task, both in terms of number and skills of personnel. The contractor should state hardware requirements for servers in terms of capacity needed. The contractor should state any variance required from the standard County workstation. Reference link for standard County workstation requirements: <http://www.fairfaxcounty.gov/dit/itplan/itPlanFiles/fy07/2007standards.pdf>.
- d. The contractor will provide the County with a turnkey solution where the contractor is responsible for delivering and implementing a complete working system including on-site implementation assistance. Implementation assistance will be composed of, but not limited to, the following activities:
 - 1. Table Maintenance - The contractor will assist the project team with loading all tables.
 - 2. Security - The contractor will describe security requirements and establish security table rules with the project team to implement the requirements, especially for sensitive information or automated signatures. The contractor will be required to complete the Project Proposal Matrix for Meeting Information Technology Security Policy Requirements provided in Attachment 6.
 - 3. Technical Support - The contractor will work with the project team during the implementation and during the first three weeks of live operation. It is critical that day-to-day operations be reviewed very closely. System performance problems must be identified and resolved. The contractor can suggest various ways to adjust system parameters for improved performance.
 - 4. The contractor must either provide the source code to the County or establish an escrow account with the source code which names Fairfax County as a beneficiary, within 90 days after contract award. This is required to ensure that the County has access to the source code in the event the company ceases to exist, ceases to support the application, or otherwise terminates its relationship with the product. This will be completed at no cost to the County.
 - 5. Data Conversion/Export/Import of Data: The contractor will specify the process for the data conversion/export/import of all data identified by County project team in the existing systems 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. The proposed system should have the capability to import and export data to/from external data sources, such as the current mainframe HR system as well as other web based HR applications and other relevant Fairfax County systems and Microsoft Office Suite applications. The contractor must demonstrate such capability and describe how it is accomplished through the proposed system.

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- e. The contractor will be responsible for the installation and setup requirements. The successful installation of the system and certified output from the test scripts will be a deliverable. The contractor will review the installation procedures and test script with the project team.
 - f.. Upon completion of installation, there will be a technical turnover of the modified system from the contractor to DIT. The County requires all documentation of changes, file structures and any other technical changes to the base system.
 - g. The contractor must test back-up/recover features successfully.
- 6.18. The contractor will supply documentation in printed and electronic format. The proposed solution must include complete documentation including, at a minimum:
- a. Technical Documentation - must describe the technical architecture of the product. 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.
 - b. Systems Administration Documentation - must describe the steps and procedures needed to operate the product 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. Also, to include response time needed to provide performance measures/benchmark parameters (i.e. document processing error rate, processing speed, response time and load testing capacities).
 - c. User Documentation - must describe the operation of the products 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.
 - d. Change Management Documentation - A project plan and methodology for the delivery of a Change Management Document. Based on industry best practices, this document shall make change management recommendations for the number of system administrators necessary to manage the implemented solution as well as the number of staff needed to manage the implemented solution, both functional and technical as well as any other support necessary to manage the system.
 - e. The contractor shall, at no 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.
 - f. The vendor shall, at no charge to the County, provide documentation for any system configurations and integrations.
 - g. The system must have ad hoc reporting capability, either system provided or through the use of another product. Provide examples of ad hoc reports from other users of your application.
- 6.19. The contractor will be responsible for two types of training: technical training for system administrators and functional training for multi level end users. The deliverables related to this task include:
- a. A training plan and curriculum, approved by the County project team.

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- b. Technical training for system administrators and supervisors. (minimum of 6 system administrators)
 - c. Functional training for multiple business areas. (minimum of 15 users to be trained as "Train The Trainers") (TTT)
 - d. Training materials for each system administrator and TTT.
 - e. TTTs, identified by the project team, will train approximately 300 users. The contractor must propose a training plan and curriculum that specifies the required training for TTTs and the technical staff supporting the application. The training schedule must be closely coordinated with County staff to coincide with the installation of the software and hardware. Training sessions will be conducted at a County location (to be determined).
 - f. Provide a plan for periodic follow-up and update training for the trainers when a new release or version of the application is released.
- 6.20. The software maintenance and support provided by the contractor must be comprehensive, responsive, and benefit the County upon implementation and into the future. The contractor must provide the following types of support:
- a. All application upgrades or updates will be made available to the County as part of the maintenance agreement
 - b. 24x7 help desk support for the system, including an "800 number" telephone support and on-site vendor support as required within an agreed upon time period
 - c. A staffed toll free Help Desk support during regular business hours for system administrators. (8 AM to 4:30PM), Eastern Standard Time. Optional Help Desk support outside of regular hours should be proposed at cost.
 - d. On-line help capabilities. The ability for the user to obtain online assistance with the software product.
 - e. Group support if applicable. Group support where users can interact about the system.
 - f. As part of a maintenance agreement, contractor must define:
 - 1. Maintenance support tiers and levels
 - 2. Telephone, internet and e-mail support availability
 - 3. Guaranteed response times for trouble calls
 - 4. Emergency response times
 - 5. Problem resolution procedures
 - 6. Problem escalation guidelines and procedures
 - 7. Availability of technical support
 - 8. Annual Maintenance fee and any proposed escalation of recurring fees over the life of the system
 - 9. Frequency of updates to the core application
 - 10. Any potential impact on the maintenance agreement as a result of personalization of the proposed solution to meet Fairfax requirements.
 - 11. Process for maintaining custom code
 - 12. Hourly rates and support levels for required custom changes which fall outside the scope of the maintenance agreement.
 - 13. Server-based licensing to overcome the difficulty of managing a fluctuating number of users requiring system access at any given time.

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- 6.21. The contractor must describe in detail their license structure, concurrent vs. non-current users/licenses.
- 6.22. The contractor must provide how releases or upgrades are handled. Indicate how long it takes on average to install and test a change/release/upgrade.
- 6.23. The contractor must provide a regular release of the system that would include both technical upgrades to support new releases of the operating system (e.g., a release that provides support for Windows XP or higher) and application enhancements that provides additional business application functionality. The contractor must provide a defined process for determining which enhancements will be included in future releases. The contractor must provide a list with dates of the last five releases/updates.
- 6.24. The contractor shall describe its system recovery and file protection plan for the proposed system. These methods must be able to preserve the integrity of applications and data, and must provide immediate system and data recovery. The contractor must provide an acceptable minimum downtime possible taking into account the required hours of operation. The system should include:
 - a. Several Disaster Recovery scenarios and how they are handled
 - b. System Crash Tolerance: The application system must maintain its integrity in case of power failures and abrupt shutdowns.
 - c. Integrity Checking Feature: These features (e.g., program integrity checkers) included in application programs provide the capability of identifying the existence of program and/or system discrepancies.
 - d. File Protection: File protection features must provide the capability to limit the types of operations (e.g., read, write, delete, data dictionary modification) that can be performed by individual users on given data or program files.
 - e. Hardware Redundancy: Implementing back-up drives and RAID configurations for database, application, and network servers (only if new hardware is proposed).
 - f. System Maintenance Downtime: The contractor must provide the definition of acceptable downtime taking into consideration the required hours of operation. The contractor must identify timeframes/schedule for performing regular system maintenance or backup activities.
 - g. Documentation: The contractor must supply documentation with step by step instructions for implementation of the Business Continuity Plan.

7. CONSULTING SERVICES:

- 7.1. As upgrades and updates are available, the contractor must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, e.s.t., Monday through Friday. The Contractor must be available by telephone or able to receive messages via an answering machine or service 24 hours a day.

SPECIAL PROVISIONS8. OTHER SERVICES:

- 8.1. 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.

9. TECHNICAL PROPOSAL INSTRUCTIONS:

- 9.1. The offeror must submit the Technical Proposal in a separate binder containing the following information. The following topics will be considered minimum contents of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. It is desirable that one copy of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.
- a. Signed cover sheet (DPSM 32)
 - b. Understanding of the problem and technical approach.
 - c. Statement and discussion of the requirements as they are analyzed by the offeror.
 - d. Offerors 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.
 - e. 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.
 - g. The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions. This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.
 - h. 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" section, and may propose alternative approaches.
- 9.2. System Architecture Requirements Section: Offeror must address the following areas for the proposed system (Attachment 5 – Technical Infrastructure Checklist):
- a. Database version and release
 - b. Application programming language
 - c. Security

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- d. Minimum and recommended desktop configuration for optimized performance of the application, including processor(s), memory, hard drive size, operating system
- e. Logical server requirements, if applicable. (i.e. Application, Database, Internet, Intranet, File) including minimum and recommended server requirements, including operating system, processor(s), memory, disk space. If hosted application, give complete details of configuration.
- f. Network requirements, bandwidth, packet size for a typical transaction, and IP addressing.
- g. Special connection requirements to access remote/field locations
- h. Firewall access requirements and limitations (port definition)
- i. Printer requirements
- j. If applicable, bar coding equipment and handheld wireless device specifications, including supplier, manufacturer, model, and recommended accessories.
- k. Integration with other systems
- l. Post implementation support/maintenance requirements
- m. Offerors may be required to demonstrate their software solution as outlined in Section 6-Tasks To Be Performed.

9.3. Statement of Qualifications:

- a. The Statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff. 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.
- b. 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.
- c. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, and names of contact persons, and telephone numbers for such reference. Complete and submit Attachment 7 to consent for verification of professional references. Please use a separate piece of paper if you want to include additional references. Two professional references are the minimum requirement.
- d. 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.

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- 9.4. 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.
- 9.5. A staffing plan is required which describes the offerors 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 includes Consultants as well as regular employees of the offeror, if relevant.

10. BUSINESS PROPOSAL INSTRUCTIONS:

- 10.1. 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. Appendix B should be used in completing the cost proposal. If an offerors product does not meet the "required" specifications, the offeror must propose a customization effort or alternative at a fixed price. As a deliverable of this task, the offeror must provide a detailed solution to respond to each functional requirement, where the base system does not meet the requirements.
- 10.2. Explain the method used to develop the cost of each Requirements Section of the Pricing Schedule. The cost of each task or segment of the task shall be itemized.

11. PRICING:

- 11.1. The subsequent contract will be a firm-fixed price contract. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of this initial contract. Changes in cost for any subsequent yearly contract renewals will be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant trade publications, etc.
- 11.2. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors.

12. TRADE SECRETS/PROPRIETARY INFORMATION:

- 12.1. 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, they must invoke the protections of this section prior to or upon submission of the data or other materials.
- 12.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the offeror.

13. CONTACT FOR CONTRACTUAL MATTERS:

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

Sandy Jones, CPPB, Contract Specialist II
Department of Purchasing and Supply Management
Telephone: 703 324-8411
Fax: 703-324-3228
E-mail: sandy.jones@fairfaxcounty.gov

SPECIAL PROVISIONS14. REQUIRED SUBMITTALS:

- 14.1. Each offeror responding to this Request for Proposal must supply all the documentation required in the RFP. An offeror's failure to provide the documentation with the offeror's response to the RFP will result in the disqualification of the offeror's proposal. Offerors must submit their proposal for the delivery of a commercial off the shelf (COTS) software, describing how it meets the functional and technical requirements as identified in the RFP or the offeror must provide alternative solutions to satisfy the COTS package requirement if customization will be recommended to satisfy the requirements as identified in the RFP.

15. SUBMISSION OF PROPOSAL:

- 15.1. One (1) original (duly marked) and ten (10) copies of the Technical proposal, and one (1) original (duly marked) and ten (10) copies of the Business proposal are due to the receptionist at the following address:
Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: 703-324-3201
- 15.2. Offerors are reminded that changes, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the request for proposal. All addenda should be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the time and date of the closing of the request for proposal or must accompany the proposal. Addenda will be mailed, faxed or e-mailed to offerors who requested a bid package from DPSM or notified DPSM that a copy of the solicitation was downloaded from the web page. Offerors are encouraged to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic.
- 15.3. 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.
- 15.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages offerors to use recycled paper, wherever possible.
- 15.5. Each original and set of the ten (10) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32)
 - b. Technical proposal as required in the Special Provisions, Section 9, **TECHNICAL PROPOSAL INSTRUCTIONS**, including Attachments 5, 6 and 7.
 - c. Business proposal as required in the Special Provisions, Section 10, **BUSINESS PROPOSAL INSTRUCTIONS**. Appendix B should be included in the Business proposal.
- 15.6. By executing the cover sheet (DPSM32), the 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.

SPECIAL PROVISIONS16. **LATE PROPOSALS:**

- 16.1. Proposals received in the office of the Dept. of Purchasing & Supply Management after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror. Electronically stamped delivery receipts are available.

17. **PERIOD THAT PROPOSALS REMAIN VALID:**

- 17.1. Each offeror agrees that proposals will remain firm for a period of one-hundred and eighty days (180) calendar days after the date specified for receipt of proposals.

18. **BASIS FOR AWARD:**

- 18.1. The County of Fairfax reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the County. The County's intent is to make multiple awards.
- 18.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below.
- 18.3. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations (demonstrations of the system) to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 18.4. Offerors are cautioned not to contact members of the Selection Advisory Committee (SAC). SAC members will not consider information other than the materials provided by the Contract Administrator, e.g., proposals. If a SAC member is approached by anyone outside the SAC who may have a material interest in this procurement, it will be immediately reported to the Contract Administrator.
- 18.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 18.6. Proposal Evaluation Criteria
The following factors will be considered in the award of this contract:
- a. Depth of response to the Special Provisions, Section 6, **TASKS TO BE PERFORMED.**
 - b. Depth of response to Special Provisions, Section 9, **TECHNICAL PROPOSAL INSTRUCTIONS**, to include Attachments 5, 6, and 7.
 - c. Cost reasonableness as reflected in response to Special Provisions, Section 10, **BUSINESS PROPOSAL INSTRUCTIONS.**
- 18.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

SPECIAL PROVISIONS

- 18.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 18.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most complete and favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner.
- 18.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and will not be considered further.

19. INSURANCE:

- 19.1. The Contractor will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith 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.
- 19.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
 - a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
 - c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
 - d. The Contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

SPECIAL PROVISIONS

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.

19.3. 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.

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

19.5. 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.

19.6. 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.

20. METHOD OF ORDERING:

- 20.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Order (PO) and Blanket Purchase Order (BP).
- 20.2. A Purchase Order (PO) shall be issued to the contractor on behalf of the department ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The PO indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.

SPECIAL PROVISIONS

- 20.3. 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.
- 20.4. Regardless of the method of ordering used, only the contract and any modification determine the performance time and dates.
- 20.5. Performance under this contract is not to begin until receipt of the PO from the County Purchasing Agent and/or County agency to proceed.
- 20.6. 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.

21. **INVOICING:**

- 21.1. The contractor must invoice the County department using the contract. Invoices for all users of the contract must meet County requirements, unless otherwise indicated.
- 21.2. The County will review the data submitted. If any discrepancies are noted, the contractor will be notified within five (5) working days of receipt of the invoice(s).

22. **PAYMENTS:**

- 22.1. The County will pay the contractor based upon the payment schedule listed below:

Description of Deliverable	Payment Percentage
1. Finalized Written Work Plan	5%
2. Implementation of base system and any customizations, testing – will be tested with a jointly developed test scripts.	20%
3. Import/Export of data from various Fairfax County internal or external systems	10%
4. Completion of finalized acceptance testing	15%
5. Documentation	10%
6. Training –technical, end user and train-the-trainer	15 %
7. Final Implementation and going live – payable after 1 month	10%
8. Resolution of follow-up problems within 120 days after going live.	15%
Total	100%
9. Other Hardware (if supplied by vendor)	100%

- 22.2. Acceptance - The following provides conditions of "Acceptance" for payment.

Description of Deliverable	Acceptance
1. Finalized Written Work Plan	Work Plan will be in writing and conform to all elements stated in Section 6, Tasks To Be Performed, Section 9, Technical Proposal Instructions, and Section 10, Business Proposal Instructions.
2. Implementation of base system and any customizations – will be tested with a jointly developed test scripts.	100% of the jointly developed test scripts are successfully completed.

SPECIAL PROVISIONS

Description of Deliverable	Acceptance
3. Import/Export of data from various Fairfax County internal or external systems - Contractor will upload 100% of the data to the system	Acceptance constitutes the contractor uploading 100% of data to the application and providing a demonstration that the data is accessible in the application and that the system performs according to specifications.
4. Completion of finalized acceptance testing	100% of Test Scripts successful.
5. Documentation	Acceptance will be the delivery of 6 User Manuals, 6 Systems Administrators' Manuals, 6 Report Manuals and the Data Dictionary.
6. Training –technical, end user and train-the-trainer, as defined in the implementation plan	Acceptance will be a written report providing attendance sheets of all individuals identified by the County for training broken into categories: -Technical -End User -TTT Additionally, a training manual shall be provided for each individual trained.
7. Final Implementation and going live – payable after 1 month	System is up and 100% operational to include all modules.
8. Resolution of follow-up problems 120 days after going live.	100% of follow-up problems are resolved. Or 4 months have passed after going live.
9. Hardware	Acceptance will be delivery and setup of 100% of all hardware identified and ordered

23. ELECTRONIC PAYMENT OPTION:

- 23.1. 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.

24. CHANGES:

- 24.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the contractor. If such changes cause an increase or decrease in the contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 24.2. No services for which an additional cost or fee will be charged by the contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

SPECIAL PROVISIONS25. DELAYS AND SUSPENSIONS:

- 25.1. 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. If, after giving the County Purchasing Agent written notice, the contractor elects to stop work because the County does not supply data or services, the County will extend the contractor's time of completion by a period of time reasonably suited for completion of work.
- 25.2. The County will pay the contractor for all work completed to the date of suspension plus all the contractor's cost related to the delay, omission or any consequent work stoppage by the contractor and its personnel. The contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the contractor decides to proceed without the data and services that were to be provided by the County, any error or omission of the contractor that resulted from the County's omission will not constitute default by the contractor.

26. ACCESS TO AND INSPECTION OF WORK:

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

27. PROJECT AUDITS:

- 27.1. 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.
- 27.2. 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.
- 27.3. 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.
- 27.4. 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

- 27.5. 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, 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.

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 of this contract 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.

32. **USE OF CONTRACT BY OTHER PUBLIC BODIES:**

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

SPECIAL PROVISIONS

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 the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the contractor, the contractor may withdraw its extension of the award to that public body.

32.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the contractor.

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.

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 contractor 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 contractor 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 contractor 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. **SPECIAL REQUIREMENTS FOR FAIRFAX COUNTY LOCATIONS:**

- 36.1. All contractors having access to a Fairfax County location shall:
- a. Sign in and out as required at county sites as well as obtain any necessary visitor documentation.
 - b. Display picture identification in plain sight clearly stating the name of the contractor and the company.
 - c. In the case of on-site deployment of contractor staff in county managed facilities, the contract shall inform its employees of requirements outlined in the site license agreement for use of county space covering permitted and prohibited activities.

SPECIAL PROVISIONS

- d. For all employment changes, call the County's designated contact person prior to deployment of new personnel.

37. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

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

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

1. AUTHORITY -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for 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 (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure

good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

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

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

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

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

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

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

4. LATE BIDS & MODIFICATIONS OF BIDS-

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

5. WITHDRAWAL OF BIDS-

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

claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
 - d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
 - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
 - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 6. ERRORS IN BIDS-**When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initiated 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 (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
- 15. OMISSIONS & DISCREPANCIES-**Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

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

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 RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any 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;

- 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.

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.
- 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 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

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.

- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

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

64. OFFICIALS NOT TO BENEFIT-

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

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/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.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

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

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

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

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

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

72. PROTEST OF AWARD OR DECISION TO AWARD-

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

the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

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

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

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

RFP CHECKLIST

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

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

Service Representative: _____

Telephone Number: () _____

E-Mail Address: _____

Fiscal Representative: _____

Telephone Number: () _____

E-Mail Address: _____

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

- A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
- B. Special Provisions & Specifications
- C. Appendix A (General Conditions and Instructions to Bidders)
- D. Appendix B (RFP Checklist, BPOL Form, Listing of Local Public Bodies, Business Classification Schedule, Subcontractor's Notification Form, Pricing Schedule)
- E. Attachments 1 through 7

Typed Name and Title

Signature

Date of Submission

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE (BPOL)

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

For Office Use Only:

- Company name and address: _____

- Amount of Contract Award \$ _____
- Fairfax County Department: _____
- Department Contact _____ Phone No. _____
- Company Contact _____ Phone No. _____
- Nature of business _____

PLEASE RETURN THIS FORM OR A COPY OF CURRENT FAIRFAX COUNTY BUSINESS LICENSE IN PROPOSAL. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.

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, a "blank" will signify a "NO" response:

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

PLEASE RETURN THIS FORM WITH YOUR BID PACKAGE – A NEGATIVE REPLY WILL NOT AFFECT CONSIDERATION OF YOUR FIRM'S BID OR OFFER. CONTRACT AWARD MAY NOT BE MADE WITHOUT THIS FORM.

Rev. 01/06

Vendor Name

BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

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

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

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

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

Examples:

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

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

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

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

<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 (SMBEP)
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013**

Fax: 703-324-3681

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____
Prime Contractors Name: _____

Prime Contractor's Classification Code: _____ (from Business Classification Schedule)

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited contract, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor. Please complete this form and return it to this office with your bid package.

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

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	SMALL/MINORITY CLASSIFICATION

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

FORM DPSM35

PRICING SCHEDULE

Please summarize your costs below. In accordance with Section 10 of the Business Proposal Instructions, explain the method used to develop the cost of each Requirements Section of the Pricing Schedule. Summarize hours and labor grades used to compute the customization and full development estimated costs. Provide supporting schedule for each cost element listed below. Include cost element number, description, and cost.

Item	Requirements Section	Cost
1	COTS Cost for Identified Capabilities, including Section 6 of the Tasks to be Performed	
2	Cost for Customization	
3	License Costs & Structure	
4	Technical Support (Service Level Agreement)	
5	Annual Maintenance Costs	
6	Hosting Costs	
7	Implementation Services	
8	Travel and per diem	
9	Training	
10	Third Party Software*	
11	Software Updates**	
	Total Cost	\$

*Provide detailed information-price all Third Party software separately

**If not included in maintenance

SECTION 1. CENSUS INFO	
Position #:	Working Title:
Class Code:	Class Title:
Incumbent:	
Supv. Position #:	Supv. Working Title:
Supv. Class Code:	Supv. Class Title:
Supv. Name:	

Section 2. EDUCATION, EXPERIENCE & TECHNICAL KNOWLEDGE	
EDUCATION (Degrees, Diplomas)	
Employment Standard (from Class Specs)	Preferred Qualifications (If Applicable, completed by Dept.)
EXPERIENCE (from Outside the County; Years and in what Areas)	
Employment Standard (from Class Specs)	Preferred Qualifications (If Applicable, completed by Dept.)
TECHNICAL KNOWLEDGE (Certifications)	
Employment Standard - (from PD-Field 13 on PRISM Screen ISM1515)	Preferred Qualifications (If Applicable, completed by Dept.)

Section 3. ORGANIZATIONAL KNOWLEDGE Needed to function successfully in position (Completed by Department)	
Examples:	
<u>Knowledge of County resources for the homeless</u>	<u>Knowledge of County Procurement Process</u>
<u>Knowledge of how to draft and submit an Action Item</u>	<u>Understanding of DIT structure, strengths and politics</u>
1	6
2	7
3	8
4	9
5	10

Section 4. COUNTY LEARNING & LEADERSHIP MAP LEVEL			
☐ General Employee	☐ Emerging Leader	☐ Manager	☐ Executive

Section 5. LANGUAGE SKILLS (Other than English or computer languages; see last page in Competency Guide for levels)	
PROFICIENCY LEVEL	LANGUAGES PREFERRED (If Applicable, completed by Incumbent, Supervisor & Dept.)
Elementary	
Limited Working	
Professional Working	
Full Professional	
Native or Bilingual	

Section 7. COUNTY & DEPT COMPETENCIES

Completed collaboratively by Incumbent, Supervisor and Department Management using Competency Guide.

Add Department-specific competencies as necessary at bottom.

Section 8. COMPLETED BY DEPARTMENT MANAGEMENT

COUNTY COMPETENCIES		CURRENT LEVEL					PREFERRED LEVEL					IMPORTANCE				PRIORITY	NOTES
		Needed for Job					Desired for Future					Very	Important	Somewhat	Less Important		
Rate current level required to be successful in position. Refer to Competency Guide		1	2	3	4	5	1	2	3	4	5					1 = Highest	(Ex: date needed, time required to build, reasons for prioritization, etc)
Section 6. JOB DUTIES The 6 most important functions; what most time is spent on; coincides with first 6 of PD in PRISM.	Accountability	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Aligning Vision & Values	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Arithmetic & Mathematical Reasoning	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Building Coalitions	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Collaborative Leadership	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Communication - Oral	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Communication - Written	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Conflict Resolution	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Continuous Learning & Judgment	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Creativity & Innovation	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Cultural Competence	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Customer Service	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Effective Communication	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Entrepreneurship	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	External Awareness	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
	Financial Management	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐						
Flexibility	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐							
Human Capital Management	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐							
Information - Collects, Organizes & Disseminates	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐							
Leadership Development	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐							
Managing Change	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐							

[illegible]

Section 1. CENSUS INFO

NAME: _____

EIN #: _____ Working Title: _____

Class Code: _____

Pos # _____ Class Title: _____

Time in Class (years & months): _____

5 Previous Positions Held in County:

	Pos #	Class Code	Class Title	How Long in Position
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

Supv. Name: _____

Supv. Title: _____

Section 2. ORGANIZATIONAL KNOWLEDGE (Completed by Department)

Examples:

- Knowledge of County Procurement Process	- Understanding of DIT structure, strengths and politics
- Knowledge of how to draft and submit an Action Plan	- Knowledge of Key players within county/Dept.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section 3. COUNTY LEARNING & LEADERSHIP MAP LEVEL

(Where is employee on matrix?)

☐ General Employee	☐ Emerging Leader	☐ Manager	☐ Executive
---	--	----------------------------------	------------------------------------

Section 4. EDUCATION (Degrees, Diplomas)

HS / GED	AA AS	BA BS	MA MS	MA MS	MBA MPA	PHD	Field, Major/Minor, Year
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Section 5. TECHNICAL (Certifications, Licenses, Coursework, Date Obtained, Estimated Date of Attainment)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section 6. EXPERIENCE (Years and in what Areas)	

Section 7. LANGUAGE SKILLS (other than English or computer)	
Proficiency Level	Languages
Elementary	
Limited Working	
Professional Working	
Full Professional	
Native or Bilingual	

Section 8. COMPLETED BY INCUMBENT, SUPERVISOR and DEPT.						
COMPETENCY	LEVEL					
	Refer to Competency Guide					
	NO	1	2	3	4	5
Accountability	☐	☐	☐	☐	☐	☐
Aligning Vision & Values	☐	☐	☐	☐	☐	☐
Arithmetic & Mathematical Reasoning	☐	☐	☐	☐	☐	☐
Building Coalitions	☐	☐	☐	☐	☐	☐
Collaborative Leadership	☐	☐	☐	☐	☐	☐
Communication - Oral	☐	☐	☐	☐	☐	☐
Communication - Written	☐	☐	☐	☐	☐	☐
Conflict Resolution	☐	☐	☐	☐	☐	☐
Continuous Learning & Judgment	☐	☐	☐	☐	☐	☐
Creativity & Innovation	☐	☐	☐	☐	☐	☐
Cultural Competence	☐	☐	☐	☐	☐	☐
Customer Service	☐	☐	☐	☐	☐	☐
Effective Communication	☐	☐	☐	☐	☐	☐
Entrepreneurship	☐	☐	☐	☐	☐	☐
External Awareness	☐	☐	☐	☐	☐	☐
Financial Management	☐	☐	☐	☐	☐	☐
Flexibility	☐	☐	☐	☐	☐	☐
Human Capital Management	☐	☐	☐	☐	☐	☐
Information - Collects, Organizes & Disseminates	☐	☐	☐	☐	☐	☐
Leadership Development	☐	☐	☐	☐	☐	☐
Managing Change	☐	☐	☐	☐	☐	☐
Partnering	☐	☐	☐	☐	☐	☐
Performance Management	☐	☐	☐	☐	☐	☐
Political Savvy	☐	☐	☐	☐	☐	☐
Problem Solving	☐	☐	☐	☐	☐	☐
Process Management	☐	☐	☐	☐	☐	☐
Project Management	☐	☐	☐	☐	☐	☐
Reading Comprehension	☐	☐	☐	☐	☐	☐
Risk Taking	☐	☐	☐	☐	☐	☐
Stewardship	☐	☐	☐	☐	☐	☐
Strategic Thinking & Management	☐	☐	☐	☐	☐	☐
Systems Thinking	☐	☐	☐	☐	☐	☐
Teaming	☐	☐	☐	☐	☐	☐
Technology Usage	☐	☐	☐	☐	☐	☐
Visioning	☐	☐	☐	☐	☐	☐

FORM 1

Key Position Profile

DATA FIELD	SOURCE of DATA	HOW ENTERED	NOTES
SECTION 1			
Position #	CENSUS INFO User		
Working Title	Prism	manually by inc. supv. or mgmt	numeric; 6
Class Code	Prism	imported from Prism	text; same size as Prism
Class Title	Prism	imported from Prism	text; same size as Prism
Supervisor Position #	Prism	imported from Prism	text; same size as Prism
Supervisor Class Code	Prism	imported from Prism	numeric; 6
Supervisor Class Title	Prism	imported from Prism	text; same size as Prism
Supervisor Working Title	Prism	imported from Prism	text; same size as Prism
SECTION 2			
ORGANIZATIONAL KNOWLEDGE			
Knowledge of county process	User (Inc., Supv., or Mgmt)	manually by user	8-10 fields; text; 50 char each
SECTION 3			
COUNTY LEARNING & LEADERSHIP MAP LEVEL			
where on matrix	User (Inc., Supv., or Mgmt)	manually by inc. supv. or mgmt	check box
SECTION 4			
EDUCATION			
Education - Employment Standard	Class Spec Education Standard	imported from spec	text; 4 fields; 40 chars each
Education - Preferred	User (Inc., Supv., or Mgmt)	manually by inc. supv. or mgmt	text; 4 fields; 40 chars each
Experience - Employment Standard	Class Spec Employment Standard	imported from spec	text; 4 fields; 40 chars each
Experience Preferred	User (Inc., Supv., or Mgmt)	manually by inc. supv. or mgmt	text; 4 fields; 40 chars each
Technical - Employment Standard	Class Spec Employment Standard	import; Field 13 Prism Screen ISM 1515	same as Prism
Technical - Preferred	User (Inc., Supv., or Mgmt)	manually by inc. supv. or mgmt	text; 2-4 fields, 20 chars each
SECTION 5			
LANGUAGE SKILLS			
Lang. & prof. level needed	User (Inc., Supv., or Mgmt)	manually by inc. supv. or mgmt	text; 10
SECTION 6			
JOB DUTIES			
Top 6 duties	from PD in Prism	imported from Prism	text; 6 fields; 550 chars each; truncate Prism data

SECTION 7

COUNTY and DEPT COMPETENCIES

Competency level currently needed	Inc., Supv., or Mgmt	manually by inc. supv. or mgmt	check box
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SECTION 8

PREFERRED / FUTURE COMPETENCY

Competency level preferred for future	User (Supv. Mgmt)	manually by supv. or mgmt	check box
Importance Ranking	User (Supv. Mgmt)	manually by supv. or mgmt	check box
Priority Ranking	User (Supv. Mgmt)	manually by supv. or mgmt	drop down
Notes	User (Supv. Mgmt)	manually by supv. or mgmt	text; 50 char

FORM 2

INDIVIDUAL CAREER DEVELOPMENT PROFILE

DATA FIELD	SOURCE	HOW ENTERED	NOTES
SECTION 1			
Name	User or import from Prism if EIN used	manually by user or import from Prism	text; same size as Prism
EIN	User or import from Prism if Name used	manually by user or import from Prism	numeric; same size as Prism
Working Title	Prism	imported from Prism	text; same size as Prism
class code	Prism	imported from Prism	numeric; same size as Prism
class title	Prism	imported from Prism	text; same size as Prism
time in position	Prism	imported from Prism	numeric; same size as Prism
previous positions held	Prism job history	imported from Prism	text & numeric; same size as Prism
Supervisor Name	Prism	imported from Prism	text; same size as Prism
Supervisor Title	Prism	imported from Prism	text; same size as Prism
SECTION 2			
Knowledge of County process	user	manually by user	text; 12 fields 40 chars each
SECTION 3			
where on matrix?	user	manually by user	check box
SECTION 4			
education levels obtained	user	manually by user	4 lines;checkbox for level; text for field, 50
SECTION 5			
Skill, Certification, License, etc	user	manually by user	text; 16 fields, 75 chars each
SECTION 6			
experience	user	manually by user	text; 12 fields, 75 chars each
SECTION 7			
languages other than English	user	manually by user	text; 50 chars each line
SECTION 8			
County & Dept Competency rating	user - rating instrument	manually by user	check box

TECHNICAL INFRASTRUCTURE CHECKLIST/SPREADSHEET

	Production		
	Public Web Site	Internal County	
Application Server			
Operating System			
Data Storage			
Server Capacity (Processor & RAM)			
Other software needed on server			
Failover Capability?			
Need load balancing?			
Requires dedicated server?			
Backups?			
Monitored by CA- Unicenter?			
Database Server			
Operating System			
Database and Version			
Data storage 1 year out			
Data storage 3 years out			
Server Capacity (Processor & RAM)			
Other software needed on server			
Failover Capability?			
Need load balancing?			
Requires dedicated server?			

	Production		
	Public Web Site	Internal County	
Backups?			
Monitored by CA-Unicenter?			
File Server			
Operating System			
Application Version			
Data Storage			
Server Capacity (Processor & RAM)			
Other software needed on server			
Failover Capability?			
Need load balancing?			
Requires dedicated server?			
Backups?			
Monitored by CA-Unicenter?			
Intranet Server			
Operating System			
Application Version			
Data Storage			
Server Capacity (Processor & RAM)			
Other software needed on server			
Failover Capability?			
Need load balancing?			

	Production		
	Public Web Site	Internal County	
Requires dedicated server?			
Backups?			
Monitored by CA-Unicenter?			
Internet Server			
Operating System			
Application Version			
Data Storage			
Server Capacity (Processor & RAM)			
Other software needed on server			
Failover Capability?			
Need load balancing?			
Requires dedicated server?			
Backups?			
Monitored by CA-Unicenter?			
Other Server (Specify)			
Operating System			
Application Version			
Data Storage			
Server Capacity (Processor & RAM)			
Other software needed on server			
Failover Capability?			

	Production		
	Public Web Site	Internal County	
Need load balancing?			
Requires dedicated server?			
Backups?			
Monitored by CA-Unicenter?			
Other Server (Specify)			
Operating System			
Application Version			
Data Storage			
Server Capacity (Processor & RAM)			
Other software needed on server			
Failover Capability?			
Need load balancing?			
Requires dedicated server?			
Backups?			
Monitored by CA-Unicenter?			

**Fairfax County Project Proposal Matrix for Meeting Information Technology
Security Policy Requirements**

**Approved for Use
September 10, 2004**

Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements

Review Date: _____ Conducted by: _____

Introduction

The Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements is required as an attachment for information technology responses to Request for Proposal (RFP) processes initiated by Fairfax County. It is intended to assist Fairfax County with soliciting vendor responses that identify the requirements of the Fairfax County Information Technology Security Policy. The clear identification of each element is required by Fairfax County in order to sustain and ensure a solid foundation for the development and implementation of secure information technology practices within Fairfax County Government. Elements are included for issues relative to HIPAA Privacy and Security compliance.

On-site vendors with access to Fairfax County information resources are required to abide by all policies and procedures of Fairfax County Government.

How to Use the Security Template

The template is comprised of four sections:

1. Standard

This section includes the requirement that needs to be addressed. It can take the form of a question or a statement.

2. Does Your System Comply?

The responder shall provide a high level response to the Standard. The answers can be YES, NO, ALTERNATIVE. The responder MUST check one of the three boxes to indicate their position or solution capability. If the ALT box is checked the responder must provide a high level explanation of the ALTERNATIVE in the "Comments/Plans for Meeting Compliance" section. If there is supplemental information requested within the system compliance column, an answer MUST be provided.

3. Where in Your Proposal is the Solution Described?

In this section the responder shall insert the technical proposal reference to the details of the solution. It should be specific (e.g., volume, chapter/section, page and paragraph heading) as to where the answer can be found. Failure to provide the reference or an incorrect reference shall be considered a NO answer. The correct reference location will not be researched by Fairfax County.

4. Comments/Plans for Meeting Compliance

In this section the responder may provide any high level comments that may clarify a response in the "Does System Comply" section. It is especially important for responders to use this section to explain ALTERNATIVE checked responses. An ALTERNATIVE response can include a statement of future development or a solution that addresses the requirement, however may not be a direct answer/solution to the requirement. This section MUST NOT be used for detailed descriptions of the response.

References:

The Fairfax County Information Technology Security Policy and the HIPAA Security Standards. This vendor RFP template was based upon similar work approved for public distribution by the North Carolina Healthcare Information and Communications Alliance, Inc. (NCHICA) in August 2003.

Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements

Review Date: _____ Conducted by: _____

	STANDARDS	SYSTEM SPECIFICATIONS?	WHERE IN YOUR PROPOSAL IS THE SPECIFICATION DESCRIBED?
	A. Description		
A.1.	System Name/Title:		
A.2.	Vendor/Developer:		
A.3.	RFP Reference Number:		
A.4.	Application Type:	COTS: ☐ Proprietary: ☐ ALT: ☐	
A.5.	Does your product (e.g. solution, application, hardware) as proposed conform to the Fairfax County Department of Information Technology Systems Development Life Cycle Standards?	Yes: ☐ No: ☐ ALT: ☐	
A.6.	Database Requirements:	Yes: ☐ No: ☐ ALT: ☐ ☐ Oracle 9 or higher ☐ DB2 Release 7 ☐ Microsoft SQL Server 2000 or higher ☐ Other	
A.7.	User access controls are:	☐ Built into the system (Must respond to Sections A, B, C, D, E, & F) ☐ Standard operating system (Must respond to Sections A, C, D, E, & F) ☐ Active Directory ☐ LDAP ☐ RACF ☐ Database control (Must respond to Sections A, C, D, E, & F) ☐ Oracle ☐ DB2 ☐ SQL ☐ Other (Must respond to Sections A, B, C, D, E, & F)	

Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements

Review Date: _____ Conducted by: _____

	STANDARDS	DOES SYSTEM COMPLY?	WHERE IN YOUR PROPOSAL IS THE SOLUTION DESCRIBED?	COMMENTS/PLANS FOR MEETING COMPLIANCE
	B. Password controls			
B.1.	System enforced: specified strong password to include minimum length and combination of alpha and numeric characters	Yes: ☐ No: ☐ ALT: ☐ Current Minimum: _____ Current Maximum: _____		
B.2.	System enforced: user passwords automatically changed or revoked after a user defined period has passed	Yes: ☐ No: ☐ ALT: ☐ Current Change Interval: _____		
B.3.	System enforced: users required to change their passwords following the initial set up or resetting of the password	Yes: ☐ No: ☐ ALT: ☐		
B.4.	System enforced: system administrators may not disable password controls	Yes: ☐ No: ☐ ALT: ☐		
B.5.	System prevents auto logon, application remembering, embedded scripts, and hard-coded passwords in software	Yes: ☐ No: ☐ ALT: ☐		
B.6.	History of previously used passwords is maintained by the system to prevent reuse	Yes: ☐ No: ☐ ALT: ☐ Current Value: _____		
B.7.	Users are provided the capability to change their own passwords at their discretion	Yes: ☐ No: ☐ ALT: ☐		
B.8.	User id's are disabled after a specified number of consecutive invalid login attempts	Yes: ☐ No: ☐ ALT: ☐ Current # Attempts: _____		
B.9.	System automatically activates a password protected screensaver when units remain idle for determined period of time	Yes: ☐ No: ☐ ALT: ☐		

Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements

Review Date: _____ Conducted by: _____

	STANDARDS	DOES SYSTEM COMPLY?	WHERE In YOUR PROPOSAL IS THE SOLUTION DESCRIBED?	COMMENTS/PLANS FOR MEETING COMPLIANCE
	B. Password controls			
B.10.	System automatically logs users off after a specified period of inactivity	Yes: ☐ No: ☐ ALT: ☐ Current Auto logoff Time: _____		
B.11.	Passwords entered in a non-display field	Yes: ☐ No: ☐ ALT: ☐		
B.12.	Passwords encrypted when routed over a network	Yes: ☐ No: ☐ ALT: ☐		
B.13.	Passwords are encrypted in storage	Yes: ☐ No: ☐ ALT: ☐		

Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements

Review Date: _____

Conducted by: _____

	STANDARDS	DOES SYSTEM COMPLY?	WHERE IN YOUR PROPOSAL IS THE SOLUTION DESCRIBED?	COMMENTS/PLANS FOR MEETING COMPLIANCE
	C. Security Administration			
C.1.	System logs unauthorized access attempts by date, time, user id, device and location	Yes: ☐ No: ☐ ALT: ☐		
C.2.	System maintains an audit trail of all security maintenance performed by date, time, user id, device and location and information is easily accessible	Yes: ☐ No: ☐ ALT: ☐		
C.3.	System provides security reports of users and access levels	Yes: ☐ No: ☐ ALT: ☐		
C.4.	System provides a field(s) for personal information to be used for verification of users' identities for password resets and other maintenance (i.e. SSN, Mother's Maiden Name, DOB, etc). Fields used would not be a requirement	Yes: ☐ No: ☐ ALT: ☐		
C.5.	System provides varying levels of access within the security application (i.e. Access to only password reset functions or Access to password reset function + Access to add & update users)	Yes: ☐ No: ☐ ALT: ☐		
C.6.	System permits the assignment of designated access control administrators	Yes: ☐ No: ☐ ALT: ☐		
C.7.	System provides varying levels of access within the application	Yes: ☐ No: ☐ ALT: ☐		
C.8.	System uses groups and unique user ids to define levels of access	Yes: ☐ No: ☐ ALT: ☐		
C.9.	System provides the capability to place security controls on each system module and on confidential and critical levels within each module	Yes: ☐ No: ☐ ALT: ☐		
C.10.	System provides capability to restrict access to particular records within the system, based on user id	Yes: ☐ No: ☐ ALT: ☐		

Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements

Review Date: _____ Conducted by: _____

	STANDARDS	DOES SYSTEM COMPLY?	WHERE IN YOUR PROPOSAL IS THE SOLUTION DESCRIBED?	COMMENTS/PLANS FOR MEETING COMPLIANCE
	C. Security Administration			
C.11.	System provides capability of encryption of confidential or sensitive information stored locally on the device	Yes: ☐ No: ☐ ALT: ☐		
C.12.	System provides capability of encryption of confidential or sensitive information transmitted over the network	Yes: ☐ No: ☐ ALT: ☐		
C.13.	On-site training and sufficient supporting reference materials related to security administration for system administrators are provided prior to migration of product to production environment	Yes: ☐ No: ☐ ALT: ☐		

Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements

Review Date: _____ Conducted by: _____

STANDARDS		DOES SYSTEM COMPLY?	WHERE IN YOUR PROPOSAL IS THE SOLUTION DESCRIBED?	COMMENTS/PLANS FOR MEETING COMPLIANCE
D. Activity Logging				
D.1.	System logs unauthorized access attempts by date, time, user id, device and location	Yes: ☐ No: ☐ ALT: ☐		
D.2.	System maintains an audit trail of all security maintenance performed by date, time, user id, device and location and information is easily accessible	Yes: ☐ No: ☐ ALT: ☐ Number of days kept: _____		
D.3.	System logs all inquiry accesses to data	Yes: ☐ No: ☐ ALT: ☐		
D.4.	System logs all modification accesses to data	Yes: ☐ No: ☐ ALT: ☐		
D.5.	System has auditing capabilities for both online or batch reporting. Can also be exported into County standard databases	Yes: ☐ No: ☐ ALT: ☐		
D.6.	Can logs be archived and recalled as needed?	Yes: ☐ No: ☐ ALT: ☐ Archive methods: ☐ Tape ☐ Disk ☐ Other		

Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements

Review Date: _____

Conducted by: _____

STANDARDS	DOES SYSTEM COMPLY?	WHERE IN YOUR PROPOSAL IS THE SOLUTION DESCRIBED?	COMMENTS/PLANS FOR MEETING COMPLIANCE
E. Networking and Compatibilities			
E.1. Does the system's network connectivity conform to the network configuration section found within the Fairfax County Information Technology Security Policy?	Yes: ☐ No: ☐ ALT: ☐		
E.2. System configuration/architecture (ie, hardware, wiring, display, network, and interface) is documented and included in proposal.	Yes: ☐ No: ☐ ALT: ☐		
E.3. Does your solution support external data transmission? Please indicate the method(s) supported.	Yes: ☐ No: ☐ ALT: ☐ Methods: ☐ Secure FTP ☐ Fax ☐ Email ☐ File Copies (CD, Diskette, etc) ☐ applications ☐ Tape media ☐ Other		
E.4. For externally electronically transmitted information, can the solution support encryption and data protection?	Encryption: Yes: ☐ No: ☐ ALT: ☐ Data Protection: Yes: ☐ No: ☐ ALT: ☐ Yes: ☐ No: ☐ ALT: ☐		
E.5. For wireless transmission of data, does the system support the Fairfax County wireless standards?	Yes: ☐ No: ☐ ALT: ☐		
E.6. Can the system be accessed remotely (i.e., dialup, internet, etc.)	Yes: ☐ No: ☐ ALT: ☐ Methods: ☐ Dialup ☐ Internet ☐ Internet VPN ☐ Wireless		

Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements

Review Date: _____ Conducted by: _____

	STANDARDS	DOES SYSTEM COMPLY?	WHERE IN YOUR PROPOSAL IS THE SOLUTION DESCRIBED?	COMMENTS/PLANS FOR MEETING COMPLIANCE
E.7.	E. Networking and Compatibilities For management and vendor support can the system support secure remote access?	Yes: ☐ No: ☐ ALT: ☐ Methods: ☐ Security tokens that provide one-time password authentication ☐ Public/Private keys with strong pass phrases ☐ Citrix		
E.8.	Is the system compatible with the County standard anti-virus software?	Yes: ☐ No: ☐ ALT: ☐		
	STANDARDS			
F.1.	F. Contingency, Continuity, & Back-up Does your solution support the Fairfax County standard back-up methodology?	Yes: ☐ No: ☐ ALT: ☐ Method: ☐ County standard ☐ Proprietary ☐ Combination of above		
F.2.	For vendor supported, maintained, and managed solutions is there a Business Continuity Plan and a Disaster Recovery Plan?	Yes: ☐ No: ☐ ALT: ☐ ☐ Not applicable, County supported		

Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements

Review Date: _____ Conducted by: _____

	STANDARDS	DOES SYSTEM COMPLY?	WHERE IN YOUR PROPOSAL IS THE SOLUTION DESCRIBED?	COMMENTS/PLANS FOR MEETING COMPLIANCE
	F. Contingency, Continuity, & Back-up			
F.3.	Does your solution automatically monitor database capacity requirements to reduce the risk of system overload? If yes, is a warning alert provided to the system administrator?	Yes: ☐ No: ☐ ALT: ☐ ☐ Warning provided ☐ Not applicable, County supported		
F.4.	In the event of an identified vulnerability to or within the system, are there designated technical support personnel available to assist Fairfax County with eliminating or mitigating the vulnerability?	Yes: ☐ No: ☐ ALT: ☐ ☐ Not applicable, County supported		

**Response to Section 9.3
PROFESSIONAL REFERENCES**

Provide two (2) professional references that can verify your firm's qualifications to provide the proposed services.

PROFESSIONAL REFERENCE # 1:

Name:

Address:

Phone:

FAX:

Email:

PROFESSIONAL REFERENCE # 2:

Name:

Address:

Phone:

FAX:

Email:
