

**NOTE:** Fairfax County Public Schools conducts all procurement activities in accordance with delegated authority from the Purchasing Agent of Fairfax County Government. Bids and proposals in response to FCPS solicitations must be submitted electronically through Bonfire on or before the date and time stipulated in the solicitation.

**RFP 2000003581**

**Title: TELECOMMUNICATIONS AND INTERNET SERVICES**

**IMPORTANT NOTICE**

**THIS IS AN ELECTRONIC PROCUREMENT (eBID)**  
**SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE**  
**PORTAL (<https://fcps.bonfirehub.com>)**

Fairfax County Public Schools (FCPS) uses a procurement portal powered by Bonfire Interactive for accepting and evaluating proposals. To register, visit <https://fcps.bonfirehub.com>. Additional assistance is also available at [Support@GoBonfire.com](mailto:Support@GoBonfire.com). Submitting proposals via the Bonfire portal is **mandatory**. FCPS will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this RFP. Reference Special Provisions, Section 17 for additional information.

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

<b>ISSUE DATE:</b> September 22, 2022	<b>REQUEST FOR PROPOSAL NUMBER:</b> 2000003581	<b>TITLE:</b> Telecommunications and Internet Services
<b>DEPARTMENT:</b> Information Technology	<b>DUE DATE/TIME:</b> November 3, 2022, 12:00PM ET	<b>CONTRACT ADMINISTRATOR:</b> Christine Beinhacker / 571-423- 3596 / cmbeinhacker@fcps.edu

**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.

<b>NAME AND ADDRESS OF FIRM:</b>	Telephone/Fax No.:	
	E-Mail Address:	
	Federal Employer Identification No.:	
	<b>OR</b>	
	Federal Social Security No.:	
	(Sole Proprietor)	
	Prompt Payment Discount:	____ % for payment within ____ days/net ____ days
	State Corporation Commission (SCC) Identification No.:	

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Appendix B, and by any other relevant certification set forth in Appendix B.

**BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE:**    ☐ LARGE (Y)    ☐ SMALL (B)

☐ MINORITY-OWNED SMALL (X)    ☐ MINORITY OWNED LARGE (V)    ☐ WOMEN-OWNED SMALL (C)

☐ WOMEN OWNED LARGE (A)    ☐ NON PROFIT (9)

CHECK ONE:    ☐ INDIVIDUAL    ☐ PARTNERSHIP    ☐ CORPORATION

Vendor Legally Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Sealed proposals subject to terms and conditions of this Request for Proposal shall be submitted through Bonfire at <http://fcps.bonfirehub.com>

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



## **SPECIAL PROVISIONS**

### **1. SCOPE OF SERVICES**

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of Telecommunications and Internet Services by Fairfax County Public Schools (FCPS) and Fairfax County Government (FCG).
- 1.2. The County seeks an Offeror(s) to provide local and long distance telephone service connections to the Public Switched Telephone Network (PSTN) at various locations, data transport services, Dedicated Internet Access (DIA), audio teleconferencing services, including the following:
  - a. Local Exchange Services
  - b. Long Distance, Including International Calling
    - i. Toll-free inbound
    - ii. Audio teleconferencing
  - c. Transport Services
    - i. Metropolitan Ethernet (E-Rate Eligible)
    - ii. SD-WAN
    - iii. Other Services
  - d. Managed Services
    - i. Dedicated Internet Access (E-Rate Eligible)
    - ii. Session Initiation Protocol (SIP)
- 1.3. The County may award to multiple Offerors, pursuant to paragraph 21.1 of the Special Provisions. Offerors may propose services for any individual section shown above or for any combination of sections shown above. Offerors may submit proposals for multiple products within the same category or within multiple categories.
- 1.4. Offerors shall ensure that a representative who can bind the firm is available for both the finalist interviews and negotiations.

### **2. MINIMUM QUALIFICATIONS**

- 2.1. The following are the minimum qualifications an Offeror must meet or exceed, at the time of submission, in order for the County to accept a proposal as responsive. Each Offeror must address how it meets each of the below minimum qualifications when submitting its Technical Proposal. If an Offeror fails to respond to each qualification, or if the County determines from the response that an Offeror does not meet any one of the minimum qualifications, its proposal may be deemed non-responsive and disqualified from further consideration.
- 2.2. The Offeror must have at least seven (7) years successful, continuous experience providing equivalent services described herein to K-12 school districts greater than 75,000 students and/or a county government with a population of greater than 750,000. (Ref. Appendix C)

- 2.3. Offerors must provide a minimum of three public sector references. At least one of these references must be from a local government agency and one from a school district.
- 2.4. The Offeror must have the legal authority to provide the services described herein within the Commonwealth of Virginia and must conform to all applicable state and federal regulations.
- 2.5. The Offeror must meet all requirements listed in Section 5 – E-Rate.
- 2.6. Rapid response time is essential. Pursuant to providing services as described in Section 8 below and specifically paragraphs 8.4.a. i, ii, and iii, the Offeror must be positioned to respond to SLAs stated in Section 8 of this document and Appendix D.
- 2.7. Pursuant to providing services as described in paragraph 9.3.a.vi of this document, the Offeror must be a Tier 1 or Tier 2 Internet Service Provider.
- 2.8. The Offeror must demonstrate sufficient “due diligence” in maintaining their own information security posture. Please see FCPS Security Architecture Checklist, Appendix I for more detail.

### **3. PRE-PROPOSAL CONFERENCE**

- 3.1. An optional pre-proposal conference will be held on October 5, 2022 at 9:30 a.m. ET via video conference. Those interested in attending the pre-proposal conference must contact the Contract Administrator at [cmbeinhacker@fcps.edu](mailto:cmbeinhacker@fcps.edu) to obtain the video conference link. Attendees requiring special services are asked to provide their requirements to the Office of Equity and Employee Relations at 571-423-3070, [HRequity&empolyeerelations@fcps.edu](mailto:HRequity&empolyeerelations@fcps.edu) or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 3.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may also submit any questions pertaining to the RFP via email, prior to the pre-proposal conference to [cmbeinhacker@fcps.edu](mailto:cmbeinhacker@fcps.edu).

### **4. CONTRACT PERIOD AND RENEWAL**

- 4.1. This contract will begin on the date of award and terminate on June 30, 2028.
- 4.2. Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through the Office of Procurement Services. The County reserves the right to renew the contract for five (5) additional one-year periods.
- 4.3. Notice of intent to renew will be given to the Contractor in writing by the Office of Procurement Services, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)

- 4.4. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
5. **E-RATE:** Offerors responding to this RFP are advised that the County participates in the Federal Universal Service Fund (E-Rate) program governed by the Federal Communications Commission (FCC). This program provides the County the opportunity to receive discounts for certain products and services provided by Contractors.
- 5.1. Contractor shall have, at a minimum, a working knowledge of the Universal Service Fund (USF) program for schools and libraries.
- 5.2. Contractor shall be a service provider as defined by the E-Rate Program.
- 5.3. Contractor shall agree to participate in the E-Rate Program and to cooperate fully with the County E-Rate Program to ensure that the County receives all the E-Rate funding for which it has applied and to which it is entitled in connection with Contractor's services and/or products.
- 5.4. Contractor shall submit with its proposal a Service Provider Identification Number (SPIN).
- 5.5. Contractor shall provide to the County staff and/or the County's E-Rate Consultant in a timely manner, within the posted E-Rate deadlines, all of the information and documentation that the Contractor has or that Contractor reasonably can acquire that the County may need to prepare E-Rate applications and/or to document transactions eligible for E-Rate support (<https://www.usac.org/>).
- a. At FCPS's discretion and consistent with E-Rate Program regulations, Contractor either shall:
- i. Apply the approved E-Rate discount to all services and/or products approved for funding and invoice the E-Rate program administrators for the balance.
- OR-**
- ii. Remit to the County the E-Rate discounted amount pursuant to the Billed Entity Application Reimbursement Process or any other reimbursement process in effect.

- 5.6. Contractor shall list, price, and invoice separately for any services that are ineligible for E-Rate funding.
- a. Contractor must not be currently on red light status by Universal Service Administration Company (USAC) and immediately notify the County if placed on red light status.
- 5.7. Contractor must not be currently debarred from E-Rate participation by the Federal Trade Commission (FCC) and immediately notify the County if debarred.

6. **BACKGROUND**

**Fairfax County Public Schools (FCPS)**

- 6.1. Fairfax County, Virginia and the City of Fairfax, Virginia are located in the northeast corner of Virginia and have an area of approximately 420 square miles and a population in excess of 1,300,000 people. As the school system for Fairfax County, FCPS is the largest school system in the Commonwealth of Virginia and the 10th largest in the United States. The school system consists of approximately 250 schools and work sites serving almost 188,000 students in grades Kindergarten through 12th grade and approximately 24,000 full-time staff/employees across Fairfax County Virginia. For information about FCPS, visit the website at: <http://www.fcps.edu/>.
- 6.2. FCPS current technical environment includes client server systems serving both instructional and administrative applications. Most applications will be accessed through school-wide LANs and a large distributed wireless network which connect sites through the Institutional Network (INET). To support this enterprise FCPS has established a robust network infrastructure to support with a distribution ring of 200 Gigabytes (GB) over fiber (connected to a Cox circuit of 40GB, and a CenturyLink circuit of 10G for a total of 50GB. Each elementary school has a dedicated 800 Megabyte (MB) circuit. In addition, middle schools have a 1GB dedicated circuit, secondary schools have 2 GB dedicated circuit and high schools have a 1.5G dedicated circuit.
- 6.3. FCPS has a number of helpful resources that are available online to assist Offerors in learning more about the FCPS.

Resource	URL
Information Technology	<a href="https://www.fcps.edu/departments/information-technology">https://www.fcps.edu/departments/information-technology</a>
Strategic Plan	<a href="https://www.fcps.edu/about-fcps/strategic-plan">https://www.fcps.edu/about-fcps/strategic-plan</a>
Purchasing Services	<a href="https://www.fcps.edu/get-involved/doing-business-fcps">https://www.fcps.edu/get-involved/doing-business-fcps</a>

- 6.4. The continuous availability of sustained telecommunication and Internet connectivity is mission critical to the business of educating the students of FCPS, as FCPS continues to be a national leader in the innovative and effective use of technology throughout instructional and support programs.
- a. All of FCPS' buildings utilize the enterprise voice infrastructure for vital contact with parents, the community, other school and offices, and business partners. Increasingly, new and emerging unified communication features and functionality continue to be integrated into everyday business interactions, with the public switched telephone network (PSTN) and Internet connectivity being pivotal components.
  - b. The success of online-based instructional textbooks and materials, state-mandated online Standards of Learning (SOL) testing, collaborative learning environments, and Learning Management Systems are contingent upon FCPS' reliable connectivity to the Internet.
  - c. Administrative usage of web-based applications has also now become a requirement rather than an option. Professional development resources, interactive conferencing, online procurement, and streaming video delivery are just a few of the network-centric administrative models requiring this connectivity.
- 6.5. FCPS' enterprise voice architecture currently utilizes Session Initiation Protocol (SIP), and Plain Old Telephone Service POTS circuits (Legacy Circuits) terminating at the demarcation point of each facility. The quantity of POTS lines at a particular site varies depending upon building use and business requirements. Additionally, approximately 40,000 Direct Inward Dialing (DID) directory numbers are associated to the current FCPS account.
- a. FCPS utilizes the internal FCPS network to route all voice communications to and from designated gateway locations, integrating with dedicated SIP connections.
  - b. Long distance, international calling, and directory assistance access are currently controlled at the Unified Communications system level through the utilization of FCPS-issued local authorization codes on a site-by-site basis. Carrier-level authorization codes and calling cards are currently not used by FCPS.
  - c. Nine (9) toll-free numbers are in use today by FCPS for inbound calling only and terminate at various FCPS local facilities.
  - d. FCPS currently utilizes 37 reservation-less audio-only teleconferencing services for connecting multiple domestic and international participants. A direct dial and toll-free number are provided for each line as well as an email report of details, including all participants. FCPS currently utilizes a host-controlled service, meaning the call will not begin until the host joins.

- 6.6. The FCPS data network is primarily served by the FCG/FCPS Institutional Network (I-Net), which consists of over 4,000 km of single-mode fiber in a ring, hub and spoke topology. The I-Net provides network connectivity to and between nearly all FCPS locations.
- a. In some FCPS locations, where I-Net connectivity is either not available or is used as a means of fault-tolerance, Metropolitan Ethernet and Broadband Cable services are utilized to provide data transport services. Reference Exhibit 1 – FCPS WAN Diagram for the overall FCPS network architecture.
  - b. Dedicated Internet Access is currently provided at FCPS' two data centers in the form of a forty (40) Gbps Ethernet and ten (10) Gbps Ethernet connection, each to a different service provider.
  - c. FCPS network is based upon a 3-tier architecture: core, distribution, and access sites. The core sites include the data centers at Wilton Woods and Willow Oaks. The distribution sites are the 7 co-location sites with Fairfax County, and the access sites are all the schools and administrative centers.

#### **Fairfax County Government (FCG)**

- 6.7. Fairfax County, Virginia is located in the northeast corner of Virginia and has an area of approximately 395 square miles with a population over 1,000,000 residents. Fairfax County is part of the Washington-Baltimore Consolidated Metropolitan Statistical Area (CMSA).
- 6.8. Fairfax County Government's (FCG) communication networks cover over 25 public service departments in over 200 facilities strategically placed throughout the County for providing various services and needs to the residents of Fairfax County. There are thirteen (13) Board of Supervisor locations, twenty-three (23) Public Libraries, twenty-six (26) Police locations, fifty-four (54) Fire and Rescue locations, and in addition many more community, health, human services and park locations. FCG is a large government with tremendous demands for information technology. To support this enterprise, FCG has established a carrier class enterprise network infrastructure to support the needs of the residents and the departments that service them. For more information on FCG, visit the website at <http://www.fairfaxcounty.gov>
- 6.9. FCG and FCPS collaboratively developed the network designs for the Countywide Institutional Network (I-Net) which offers both organizations the capabilities to provide advanced and sophisticated data, video, and voice networking services to FCG and FCPS facilities.
- 6.10. Fairfax County's I-Net is one of the largest and most complex local government networks in operation. This carrier-class private cloud like network comprises of over 4,000 km of single mode fiber (SMF), in a ring, hub and spoke topology. There are seven Hub sites that are redundantly connected in a ring. The initial construction of the I-Net fiber optic cable plant began in 2002, was completed in late 2006 and continues providing services to current date.



- 6.11. Of the 400 plus I-Net ready facilities, seven of these locations are considered "Key Resource Centers" (KRC) that are redundantly connected. Each provides access to various services including data center servers, Internet, content delivery and other resources that support FCG and FCPS missions.
  - a. There are approximately 197 FCG only facilities.
  - b. There are approximately 207 FCPS only facilities.
- 6.12. In addition to the I-Net served locations there are 35 locations (growing to 50) that are serviced by turn-key co-managed SD-WAN service solution. Each of these SD-WAN locations have shared broadband internet circuits with a minimum of 100mbps down and 20mbps up.
- 6.13. Lastly, for Dedicated Internet Access (DIA) and WAN Services, FCG utilizes diverse carriers and datacenters to ensure County wide internet availability with their multiple subscribed and geo-diverse 10GB DIA circuits. FCG has 2 geo-diverse datacenters interconnected with I-Net fiber as well as being outfitted with multiple 100GB WAN circuits.
- 6.14. Most of the aforementioned locations are within the Fairfax County geographic boundaries, however there are some that are not, such as our Richmond Legislative office, a disaster recovery datacenter in Culpeper VA, and our primary datacenter in Ashburn VA.
- 6.15. It is estimated that service changes within our facilities at any given time can occur at an average rate of five percent annually over the life of the contract. Services are currently commissioned or decommissioned at any given time without early termination fees. This activity shall be considered within the scope of the awarded contract.

## **7. LANGUAGE CONVENTIONS**

- 7.1. An attempt has been made to standardize the language used in this RFP. The words "must", "shall", "mandatory" and the phrase "it is required" are used in connection with a mandatory specification that the County expects will be present in the proposed Solution. The words "should" and "may" are used in connection with a specification that is desirable.
- 7.2. FCPS shall mean Fairfax County Public Schools.
- 7.3. FCG shall mean Fairfax County Government.
- 7.4. Fairfax County or County shall mean collectively Fairfax County Public Schools (FCPS) and Fairfax County Government (FCG).

## **8. TECHNICAL REQUIREMENTS**

- 8.1. **Account Management:** The Offeror must identify and describe its account management organizational structure and associated individual responsibilities in detail with regard to

providing account management services to the County, and must meet the following requirements, at a minimum.

- a. The Contractor must assign an Account Team to interface with the County for all awarded services, to be assigned for the duration of the contract. The Account Team must be available to the County to provide services which include, but are not limited to, support for service orders, technical assistance, invoicing, problem management, and overall contract performance.
  - b. All members of the Account Team and any and all subsequent support personnel (including, but not limited to, the personnel detailed below) must be provided at no cost to the County.
  - c. The Contractor must assign an Account Manager to be the Account Team lead representative and serve as the Single Point of Contact (SPOC) for the County to the Contractor and subsequently, the associated Account Team.
  - d. The Contractor's Account Manager must schedule and hold meetings no less than once per month (unless otherwise directed by the County at a later time) to review the Contractor's performance, problem resolution, reports, and opportunities for improvement. The Account Manager will provide the agenda at least one (1) business day prior to the meeting and will have any supporting staff and/or resources at the meeting as is appropriate.
  - e. The Contractor must also identify one primary point of contact for the sole purposes of service order processing and invoicing. All communications with regard to service orders and invoicing between the County and the Contractor must flow through this Account Team member.
  - f. The Contractor must also identify primary point(s) of contact for the sole purpose of technical support for each service(s) awarded to the Contractor. One technical point of contact may be assigned for multiple services, provided that contact is qualified.
  - g. The Contractor must ensure that Account Team contact information is continually reviewed and updated as changes within the Contractor's organization occur.
  - h. The Contractor must ensure that appropriate security measures are taken by any and all personnel to protect the County's' data integrity and privacy.
- 8.2. **Online Portal:** The Offeror must identify and describe its service offering to provide the County an Internet-based portal to meet the requirements outlined below, specifically with regard to how each of the functions will be provided. The Contractor must provide a secure "online portal" with self-service functionality. The online portal must, at a minimum, provide the following functions:
- a. Service record access
  - b. Submission and tracking of service orders

- c. Submission and tracking of repair requests
  - d. Invoicing access
  - e. Online payments
  - f. Reporting
  - g. It is desirable that the online portal be customizable, in that certain tasks and account information can be limited on a per user basis (assignment of roles).
  - h. The Contractor must provide at least fifty (50) individual accounts to the online portal, each with unique login information to be assigned to authorized County personnel. It is desirable that the Contractor's portal allow for more than 50 individual accounts.
  - i. The Contractor's online portal must allow for role-based account privileges, including Administrator functionality with permissions to create, delete, and reset other individual accounts.
- 8.3. **Service Requests:** The Offeror must identify and describe in detail its service management processes and strategies to be implemented in providing services to the County, to include Incident Management (and Service Desk), Problem Management, and Service Level Management functionality. The Offeror's methodologies must incorporate the following requirements.

**8.3.1. Details about Service Requests**

**a. General Requirements for Service Requests**

- i. The County Department of Information Technology (DIT) personnel will be the technical point of contact for all service requests and will be responsible for the submission of all service requests.
- ii. The Contractor must not accept requests for service from any unauthorized County employee or third party, except whereby explicitly permitted by the County and provided to the Contractor in writing.
- iii. For any service order or repair requests requiring access to the County site, the Contractor will be responsible for the removal of any and all waste, scrap, debris, and packaging materials required to complete the service request. Upon completion, the Contractor must leave the premises in the same or better condition prior to the service request, to be determined by the County.
- iv. For any service order or repair requests requiring access to an FCPS site, the Contractor must abide by the code of conduct and expectations as detailed in Appendix H – Vendor Code of Conduct and Expectations.

- v. The industry standard Information Technology (IT) Service Management process-driven framework of Information Technology Infrastructure Library (ITIL) has been adopted by the County and it is required that the Contractor have similar established processes, procedures, and methodologies to provide service(s) to the County. It is desirable that the Contractor utilize the ITIL framework.

b. Service Orders

- i. The Contractor must accept service orders from the County through the following methods, at County's discretion:
  - Contractor's online portal
  - Email to Contractor-provided address used specifically for this purpose
  - Fax to Contractor-provided fax number
- ii. The Contractor must acknowledge receipt of any service order within two (2) business days of submission via email.
- iii. The Contractor must provide written service order information via email within three (3) business days of submission, to include, but not be limited to, service order number; billing account number; service change/installation due date; directory number(s) (if applicable); circuit ID(s) (if applicable), service address; contact name and number(s), and internal County ticket number.
- iv. The Contractor must identify the service delivery times after receipt of order for each of the services requested in Appendix J – Price Summary Sheet.
- v. When the facilities necessary to provide service are found to be unavailable at a County site, the Contractor must notify the County within three (3) business days of receipt of the order. The Contractor must use all commercially reasonable efforts to install the service within forty-five (45) calendar days.
- vi. The Contractor must implement disconnect order requests within five (5) business days of transmission of the request. Any usage of the service not disconnected as requested by the County will not be invoiced by the Contractor.
- vii. The Contractor's online portal must allow for the tracking of all service requests and provide real-time status information.
- viii. The Contractor must provide notification of completion of service requests via email to the person or office submitting the order within one (1) business day of completion.

c. Repair Requests

- i. The Contractor must accept repair requests from the County through the following methods, at the County's discretion:
    - Contractor's online portal
    - Contractor's toll-free number
  - ii. The Contractor must create an internal record (Trouble Ticket) for each service trouble or outage which contains, at a minimum, internal County ticket number, the time of commencement, time of response, and time of repair.
  - iii. The Contractor's trouble ticket must be able to allow for the designation of both County technical and local points of contact, and hours of access.
  - iv. The Contractor's online portal must allow for the tracking of all repair requests and provide real-time status information.
  - v. The Contractor must provide notification of completion of repair requests via email within one (1) business day of completion.
  - vi. The Contractor must furnish (at no cost to the County) all necessary personnel, transportation, equipment, tools, supplies, and materials as may be required to perform the associated tasks with repair requests.
- 8.4. **Service Level Agreement:** The Offeror must identify and describe in detail its proposed service level agreement structure and processes to be followed, which must meet the following minimum specifications. The Offeror should include the organization's approach to ensuring service availability, limiting maintenance interruptions, and incident handling.

#### 8.4.1. Description of Service Level Agreement

##### a. Definitions

- i. The Contractor's "Response Time" begins at the time that the County notifies the Contractor of a service trouble or outage via repair request, or the Contractor's monitoring/fault detection systems detect the service trouble or outage on its own. Response time concludes when the Offeror commences performance of remedial service, either onsite or remotely (if a trouble is capable of being remedied remotely). The acknowledgement of receipt of notification or generation of a trouble ticket on the Contractor's part does not constitute a response.
- ii. The Contractor's "Repair Time" begins at the time that the County notifies the Contractor of a service trouble or outage via repair request, or the Contractor's monitoring/fault detection systems detect the service trouble or outage on its own. Repair time concludes when the Offeror permanently restores the service to the same or better state, than before the service trouble or outage occurrence.

- iii. It is desirable, when possible, for the Contractor to implement a workaround to temporarily restore service to the County so as to lessen the impact on normal operations. Implementation of such a workaround does not extend or alter the permanent repair time in any manner.
- iv. "Normal County Business Hours" are defined as 6:00 AM through 6:00 PM, Monday through Friday, excluding FCPS/County holidays. Key resource centers and public safety facilities are 24x7x365.

b. Service Availability

- i. The Contractor must make its service(s) available for use twenty-four (24) hours per day, seven (7) days per week, and three-hundred sixty-five (365) days per year (24x7x365).
- ii. The Contractor must have established administrative, ethical, and technological security measures and processes implemented within its organization for the purpose of protecting and maintaining continuity of its service delivery to the County.

c. Maintenance

- i. Planned maintenance activities requiring service outages will not be permitted during normal County business hours (or later in some cases).
- ii. Any anticipated interruption in service as a result of planned maintenance activities will be submitted in writing to the County at least one (1) week in advance of the scheduled event and subject to the County approval. Such notification must identify the affected service(s) and/or County locations, anticipated outage time, and recovery or rollback options.
- iii. The Contractor must notify the appropriate County DIT personnel member immediately of any emergency maintenance activities requiring a service outage, identifying the affected service(s) and/or County locations, anticipated outage time, and recovery or rollback options.

d. Incident Handling

- i. In the event that a service trouble or outage occurs, the Contractor must take corrective action in the resolution of the problem in accordance with the Service Level Agreement (SLA) detailed in Appendix D – Service Level Agreement, meeting or exceeding the response and repair times.
- ii. The Contractor must provide priority restoration services to the listing of FCPS mission critical sites as identified in Appendix E – Critical Sites Listing. FCPS reserves the right to amend this listing at any time within the duration of the resulting contract. All issues at these sites will be classified as Priority 1.

- iii. For all Priority 1 incidents as defined in Appendix D – Service Level Agreement, the Contractor must commit substantial resources to work around the clock to resolve the issue.
- iv. The Contractor's service processes must include systematic troubleshooting methodologies and include a root cause analysis determination for individual incidents.
- v. In the event that a service trouble or outage is determined to be on the customer side of the demarcation point, the Contractor will not charge the County for such failure determination.
- vi. The Contractor must provide dedicated resources to perform problem management investigations of chronic service troubles and outages to prevent recurrence of such incidents.
  - The Contractor's analysis must include a corrective action plan clearly identifying the cause of the substandard service and the measures that will be taken to implement the corrective action(s).
  - The Contractor's corrective action plan must take into account any County provided considerations.
  - The Contractor's corrective action plan will be provided at no additional cost to the County.
- vii. In the event that an extended service trouble or outage occurs, the Contractor must work diligently and continually communicate with the County and meet the following requirements:
  - The Contractor must conduct service level conference calls at a minimum of every other day, until the issue is repaired, or the County deems the situation acceptable.
  - The Contractor must provide a teleconference bridge to facilitate conference calls.
  - The Contractor must provide the schedule and agenda no later than three (3) hours prior to a conference call.
  - The Contractor must provide the County with incident and network health reports and status updates.
- viii. The Contractor must provide the County with detailed escalation and contingency plans in the event of a service trouble or outage, which must include a listing of the appropriate contacts.
  - The escalation contacts must have the adequate control and administrative responsibility to provide the County status updates and resolution in a timely manner. The Contractor's escalation plan must include senior management

personnel.

- The listing of contacts must be kept up to date at all times by the Contractor and provided to the County at least on a quarterly basis.
- ix. All Priority 1 incidents require an immediate hand-off to a supervisor or Team Lead to oversee the repair process.
- x. In the event that an SLA is breached by the fault of the Contractor, the Contractor must include liquidated damages as a portion of its remedy to the County.

8.5. **Reporting:** The Offeror must describe its proposed reporting structure in detail, specifically delineating the out of the box reports and customizable reports available to the County. At a minimum, the Offeror's reporting tool set must meet the following specifications:

- a. The Contractor's reporting tools must be accessible by the County 24x7x365 through the online portal.
- b. The Contractor's reporting tools must be capable of producing all of the reports as detailed in Appendix F – Reports Listing. It is desirable that the Contractor's reporting tools produce many more varying reports than those listed.
- c. The Contractor's reporting tools must allow for the production of standard and ad-hoc monthly invoicing reports such as detailed location names, location account numbers, and current monthly charges by service.
- d. It is desirable that the Contractor's reporting tools allow for scheduled reports to be automatically generated and sent to the County via email.
- e. The Contractor's reporting tools must provide the ability to generate reports with either detailed or summarized data.

8.6. **Invoicing:** The Offeror must identify and describe its established invoicing and billing processes in detail ensuring that the structure meets the following minimum specifications. Where possible, the Offeror must provide bundling of any and all services proposed.

- a. Invoices must be issued on a monthly basis in an electronic format via the Contractor's online portal or delivered as a CD-ROM, when requested, at no cost to the County.
- b. All invoicing data must have the ability to be exported, sorted, and downloaded by the County for further manipulation and analysis. Microsoft Excel (.xls) or Comma Separated Value (.csv) must be one of the supported export file types.
- c. The Contractor's invoicing system must associate and display a County-provided site name descriptive label with each account number for internal reference.



- d. The Contractor's invoicing system must allow for customization and provide the County with various options with regard to format, to include summary invoicing. The Contractor must work with the County to organize invoices to summarize services in such a manner as required by Federal E-Rate specifications.
  - e. The Contractor must accept a County credit card as payment for any and/or all service charges through the Offeror's online portal with no dollar limit.
  - f. The Contractor must audit/review the first month's invoicing for any and all new services to ensure that the items below are correct. In the event that the information is not correct, the County reserves the right to withhold payment until such corrections have been made.
    - i. The correct service(s) has been ordered
    - ii. The monthly recurring charge (MRC), if any, is appropriate
    - iii. The FCPS descriptive label or site code is correct and included on the invoice
    - iv. The billing address and attention information is correct
    - v. That any prior credits issued have been applied
  - g. The County will not be liable for any service charges not invoiced within twelve (12) months from the date on which the service was provided.
  - h. The Contractor must work with the County in good faith to resolve disputed invoices within sixty (60) days of notification by the County and the Contractor will not impose late charges or disconnect service on such disputed invoices.
  - i. All invoices prepared by the Contractor must reflect the tax-exempt status of the County.
  - j. As detailed in paragraph 8.1.e the Contractor must identify a primary point of contact for the purpose of invoicing and to address any related issues.
  - k. FCPS invoices should be sent to [FCPSinvoices@fcps.edu](mailto:FCPSinvoices@fcps.edu)
  - l. FCG invoices should be sent to [fxcoinvoices@fairfaxcounty.gov](mailto:fxcoinvoices@fairfaxcounty.gov) or mailed to FCG-Accounts payable P.O Box 1147 Fairfax, VA 22038-1147.
- 8.7. **Transition requirements:** In the event that a change in current provider of any service occurs as a result of award of this contract, the awarded Offeror will be required to efficiently complete an orderly transition. The following transitional requirements will apply to all services outlined in Section 9 – TASKS TO BE PERFORMED. The Offeror must describe its service(s) to ensure that all of the requirements as outlined below will be satisfied. The Offeror should include any processes, scheduling activities, staffing strategies, or other methodologies to demonstrate its ability to meet these requirements.

**General Requirements for Transition**

- a. No less than ninety (90) days will be made available to the Contractor to complete the transition of services.
- b. If the Contractor fails to complete the transition of awarded services by the contract start date, as a result of the Offeror's responsibilities, the Contractor will be required to reimburse the County for any cost differential between the current service and the Contractor's proposed service.
- c. The Contractor must develop, establish, and document a transition plan for the migration of the County from the existing service provider to the awarded Offeror's service(s).
- d. The Contractor must develop a project plan and work breakdown structure with all activities (timeline, milestones, critical paths, etc.) and dependencies (to include any and all County personnel involvement) required for the transition to the awarded Offeror's service(s).
- e. The Contractor must assign a Project Manager (PM) for the sole purpose of oversight of the transition process to serve as the primary point of contact for the County for all communications and issues. The PM must have a minimum of seven (7) years of experience with projects of similar size and scope to this project and must be assigned for the duration of the transition period. The PM will prepare and conduct weekly progress meetings with the County
- f. All documentation and deliverables related to the transition, and ongoing operating service(s), must be created in electronic form using the appropriate tool from the Microsoft Office suite of products (2016 version or later). When requested, documents must be provided to the County in Adobe PDF form.
- g. All documentation produced for the transition or operation of the County service(s) will be considered to be the property of the County and may be modified, distributed, or used in whole or in part as the County deems appropriate for the successful operation of business activities.
- h. The Contractor must provide all necessary tools, supplies, and materials required for the transition of service(s).
- i. The Contractor must develop a mutually agreeable plan for invoicing dispute resolution to be in place prior to commencement of the contract.
- j. No interruption in service will be permitted during normal County business hours (6:00 AM – 6:00 PM, Monday through Friday, or later in some cases) related to a change from the existing service provider, with any service interruption required to be documented in the transition plan and approved in advance (at least one week) by the County.

- k. The Contractor will incur the cost(s) of any installation, conversion, or transition fees or charges related to the migration of service that are not expressly identified as part of the Offeror's proposed service(s).
- l. The Contractor must port all existing assigned telephone numbers from the current Local Exchange Carrier (LEC), as a result in a change from the existing service provider, as no alteration of current telephone number assignments will be allowed.

9. **TASKS TO BE PERFORMED**

9.1. **Voice Services**

- a. **Local Exchange Services:** The Offeror must identify and describe in detail its proposal to provide services to the County for local exchange calling which meet the following minimum specifications. The Offeror should provide an overview of the included features and additional supplemental features of each service requested, as well as any additional local exchange service circuit types available.
  - i. The Contractor must provide local exchange services to the PSTN in the form of the following circuits: SIP (Session Initiations Protocol and POTS circuit.
  - ii. The Contractor must provide services to the existing demarcation point of each County location utilizing existing cabling facilities, which may include the use of either copper or fiber-optic infrastructures connecting to the current LEC. Adequate facilities are already in place at each County location to provide the requested service(s). POTS circuit allotment varies from site to site,
  - iii. The Contractor's services for POTS circuits must support inbound and outbound Caller ID with Calling Party Name and Number.
  - iv. The Contractor must provide battery backup (UPS) for ALL POTS lines.
  - v. The Contractor must implement a Pre-Subscribed Interexchange Carrier (PIC) Freeze (or by other means) on all County local exchange circuits. No change in interexchange carrier for any County line will be made without the approval of authorized County DIT personnel.
  - vi. The Contractor must have the capability to implement dialing restrictions to interexchange carriers (1010xxx) other than that specified by the County; all "900", "976", or similar service; and any class features offered on a charge per use basis.
  - vii. The Contractor must provide an intercept to recorded announcements indicating a change in directory number (referral recording) for any numbering change for a period of ninety (90) days from the date of change, at no cost to the County.

- viii. It is desirable that the Contractor provide full directory assistance services 24x7x365 to FCPS at no additional cost, to include requests for all domestic locations to the extent that listings are available.
- ix. The Contractor must provide a geographical map detailing the local calling areas.
- x. The Contractor must describe the geographic location, manufacturer, and model of each proposed switch that may provide service(s) to County facilities.
- xi. The Contractor must identify any and all expected County-supplied equipment that may be required to complete the termination of the Contractor's service(s).
- xii. The Contractor must provide its services based on an unlimited local calling plan invoiced at a flat rate, not usage based.

- b. **Long Distance Services:** The Offeror must identify and describe in detail its proposal to provide services to the County for long distance and international calling which meet the following minimum specifications.

**General Requirements for Long Distance Services**

- i. The Contractor must provide equal access long distance and international calling services from all County locations to any location within the United States and Canada, as well as international destinations.
- ii. The Contractor's minimum Grade of Service must be at P.01 for all PBX's or telecommunications systems.
- iii. The Contractor's services must adhere to the North American Numbering Plan (NANP) and be compatible with the PSTN.
- iv. The Contractor's service must allow for InterLATA, Intrastate, Interstate, and international calls.
- v. The Contractor will bill calls in six (6) second increments or less. All calls that have a partial increment (less than 6 seconds) should be rounded up to the next six-second increment.
- vi. The Contractor will bill only for completed calls. Calls which receive a busy signal tone or go unanswered will not be considered to be a chargeable call.
- vii. No third-party billing or collect calls will be authorized to any County line. The County reserves the right to request exception on a line by line or site basis.

- c. **Authorization Codes:** The County may or may not implement the usage of authorization codes at the carrier level. However, the Offeror must describe its proposal to provide authorization codes that meet the following minimum specifications:

- i. The Contractor must provide authorization codes at no cost to the County.
  - ii. There must not be any limitation on the number of authorization codes available for use.
  - iii. The Contractor must randomly generate each authorization code.
  - iv. A County designated personnel must be able to manage codes via the Contractor's online portal (i.e., assign, activate, deactivate, etc.) at no cost to the County.
  - v. The Contractor must have the ability to generate codes in large volume (batch) to provide the County, who will then assign as needed.
  - vi. The Contractor must have staff available to manage codes when required by the County.
- d. **Toll-Free Inbound Services:** The Offeror must identify and describe its proposal to provide services to FCPS for toll-free inbound calling which meet the following minimum specifications.
  - i. The Contractor must provide inbound toll-free services to forward to designated County and/or third-party local directory numbers.
  - ii. The Contractor will be required to port existing toll-free directory numbers from the current service provider, as a result in a change from the existing service provider, as no alteration of current directory numbers will be allowed.
- e. **Audio Teleconferencing:** The Offeror must identify and describe its proposal to provide services to the County for domestic and international multi-party audio conference calling which meet the following minimum specifications.
  - i. The Contractor's service must be available 24x7x365 with access to United States and international callers via the Contractor's toll-free number(s).
  - ii. The Contractor will provide an online portal that will support the full administration of audio conference sessions, to include (but not be limited to) scheduling and editing of conference sessions, passcode reset and customization, and access to session reports and history. It is desirable that the online portal also support batch upload capabilities for bulk registration and editing.
  - iii. The Contractor's service must be self-service/reservationless, whereby a user will dial the toll-free number, enter a pre-set passcode, and have the ability to self-manage audio conference sessions without having to making reservations for each session.

- iv. The Contractor's service must support at least twenty (20) participants (individual calling parties) per conference session. It is desirable that the participant maximum support more than twenty (20) participants.
- v. The Contractor's service must allow for at least five hundred (500) unique, concurrent conference sessions, each capable of supporting the maximum number of participants detailed above. It is desirable that the session maximum support more than five hundred (500) sessions.
- vi. The Contractor must provide 24-hour customer assistance to end users and conference hosts, to include registration and set up assistance when required.
- vii. The Contractor's service must support the recording of conference sessions with the ability to playback the recording for a limited period of time. It is desirable that the recording be able to be accessed via the online portal.
- viii. The Contractor's service must support the ability to dial-out to participants, both to domestic and to international destinations.
- ix. The Contractor's service must provide participant entry and exit tones and the capability to self and group mute/unmute.
- x. The Contractor's service must provide the ability for the conference host to secure the session with lock/unlock features to restrict access.
- xi. The Contractor's service must provide the ability for the conference host to reach the Offeror's operator for assistance during conference sessions.

## 9.2. Transport Services

### a. Metropolitan Ethernet (E-Rate Eligible)

- i. The Contractor must be capable of providing services to any County location as requested. The County locations currently utilizing Metropolitan Ethernet services are detailed in Appendix G – Existing Services.
- ii. The Contractor must provide service to the existing demarcation point of each requested County facilities. When requested, the Contractor must be capable of extending service from the demarcation point to any location within the County facilities.
- iii. The Contractor's service must have the capability to provide service in the form of various bandwidth allocations, including but not limited to, 10 Mbps, 100 Mbps, 1 Gbps, 10 Gbps, and 100 Gbps.
- iv. The Contractor must perform testing immediately after installation and on a demand basis when requested by the County.

- b. **Software Defined Wide Area Network (SD-WAN):** The Offeror must identify and describe in detail its proposal to provide services for SD-WAN access to the County.
- c. **Other Services:** The Offeror should identify and describe in detail any alternative emergent high-speed data transport services available to County other than the current services above. The Offeror's proposed alternative transport service(s) should meet or exceed FCPS' current services. Alternative service examples include Digital Subscriber Line (xDSL), Fiber To The Premises (FTTP), etc.
  - i. The Contractor must be able to provide alternative services to any County facility.
  - ii. The Contractor's service must support a minimum upload and download bandwidth of 100 Mbps.
- d. **Fairfax County Government requirements**
  - i. Within Co-Located Datacenters - In addition to the local on-premise datacenters, the County has 2 co-located (Colo) self-managed presences within Culpeper and Ashburn datacenters. In your response and cost proposal provide the details of the transport circuits available to the County within each datacenter.
  - ii. Within Fairfax County Boundaries - In your response and cost proposal provide the details of the aforementioned transport services available to the County locations within the boundaries of Fairfax County. If you unable to provide services in certain areas of Fairfax County, list those transport circuits and the areas where not available.
  - iii. Outside of Fairfax County Boundaries - The County currently has network connectivity to the legislative offices in Richmond VA. In addition, the County has occasionally subscribed to services in other states such as Chattanooga TN and Boston MA. The County wishes to be able to use this contract with the awarded vendor(s) to subscribe to transport services when needed. In your response and cost proposal provide the details of the aforementioned transport circuits available to locations outside of the boundaries of Fairfax County.

### 9.3. Managed Services

- a. **Dedicated Internet Access (E-Rate Eligible):** The Offeror must identify and describe in detail its proposal to provide services Dedicated Internet Access service to the County.
- b. **General Requirements for Dedicated Internet Access**

- i. The Contractor must provide Dedicated Internet Access services to the County's data center facilities, as well as any possible County locations identified in the future that may be required in the course of the duration of the resulting contract.
- ii. FCPS' current data center facilities are located at:
  - Wilton Woods Center – 3701 Franconia Road, Alexandria, VA 22310
  - Willow Oaks Center-8270 Willow Oaks Corporate Dr. Fairfax, VA 22031
- iii. The Contractor must verify and demonstrate that its service fully interoperates with the County's' networking equipment. Currently, FCPS utilizes the Cisco ASR 9 K and Cisco ASR 1Kseries product line for Internet access, however, the Contractor must be capable of interoperating with any industry standard high-end networking equipment.
- iv. The Contractor must provide guaranteed Internet connectivity at an end-to-end equal rate of bandwidth. Such bandwidth must be the effective data rate, not merely the line speed.
- v. The Contractor must provide, install, and configure any and all hardware and software required to interface with the County's networking equipment as part of its service.
- vi. The Contractor must provide all documentation and software necessary to manage such equipment to the County.
- i. The Contractor understands that in order to maintain full fault-tolerance connectivity to the Internet utilizing its data centers, the Contractor must be a Tier 1 or Tier 2 Internet Service Provider. (Reference Section 2)

c. **Technical Requirements for Dedicated Internet Access**

- ii. The Contractor must be capable of providing service in the form of various bandwidth allocations, including but not limited to, 10 Gbps, and multi-Ten Gigabits.
- iii. The Contractor's service must provide native Internet Protocol version 4 (IPv4) and version 6 (IPv6) connectivity.
- iv. The Contractor's networking equipment must peer with FCPS' networking equipment via Border Gateway Protocol (BGP).
- v. The Contractor must pass the full Internet routing table to the FCPS BGP neighbor.



- vi. The Contractor must announce FCPS' IPv4 and IPv6 address space and full routing table.
  - vii. The Contractor must provide the County with open, unfiltered Internet access and will not administer any quality-of-service policies or otherwise interfere with data passed to and from the County in any form.
- d. **Monitoring Requirements for Dedicated Internet Access:** The Offeror must describe in detail its monitoring capabilities and capacity, specifically identifying measurement techniques and fault management.
- i. The Contractor must provide 24x7x365 real-time monitoring of the network and dedicated connection by staff at Contractor's Network Operations Center(s).
  - ii. The Contractor must provide real-time alerts to the County DIT personnel when service troubles or outages occur, no more than fifteen (15) minutes after detection.
  - iii. The Contractor must provide the County with an established and tested NOC disaster recovery plan and processes.
  - iv. The Contractor must provide pre-generated reports on a Monthly, Quarterly, and Annual (based on FCPS school year) basis for those listed in Appendix F – Reports Listing, Dedicated Internet Access paragraph.
- e. **Session Initiation Protocol (SIP):** The Offeror must identify and describe in detail its proposal to provide services to the County for SIP trunk connections to the PSTN, which meet the following minimum requirements. The Offeror should provide a detailed overview of the end-to-end SIP architecture; identify methodologies to ensure Quality of Service (QoS); and describe any included and supplemental features.

**General Requirements for Session Initiation Protocol (SIP)**

- i. The Contractor must provide SIP services in the form of dedicated physical trunk connections to the Contractor's private network.
- ii. The Contractor must be able to provide SIP trunks to the proposed trunk termination locations (datacenters), as well as any possible County locations identified in the future that may be required for the duration of the resulting contract.
- iii. FCPS current data centers:
  - Wilton Woods Center – 3701 Franconia Road, Alexandria, VA 22310
  - Willow Oaks Center – 8270 Willow Oaks Corporate Fairfax, VA 22031

- iv. The Contractor must be able to support an aggregate concurrent call volume of approximately 2400 FCPS bi-directional calls.
- v. The Contractor's service must allow for bursting/overflow above any concurrent call limit at an individual trunking location, to not exceed the total aggregate concurrent call limit or the physical limitations of the individual connection.
- vi. The Contractor must provide requested changes to concurrent call limitations within seventy-two (72) hours of submission of the request.
- vii. The Contractor must implement a Pre-Subscribed Interexchange Carrier (PIC) Freeze (or by other means) on all County local exchange circuits. No change in interexchange carrier for any County line will be made without the approval of authorized County DIT personnel.
- viii. The Contractor must have the capability to implement dialing restrictions to interexchange carriers (1010xxx) other than that specified by County; all "900", "976", or similar service; and any class features offered on a charge per use basis.
- ix. The Contractor must provide an intercept to recorded announcements indicating a change in directory number (referral recording) for any numbering change for a period of ninety (90) days from the date of change, at no cost to the County.
- x. The Contractor must provide full directory assistance services 24x7x365 to the County at no additional cost. Directory assistance services must be provided to include requests for all domestic locations to the extent that listings are available.
- xi. The Contractor must provide a geographical map detailing the local calling areas.
- xii. The Contractor must be able to port all of FCPS' approximately 40,000 existing telephone numbers to the service.

**Technical Requirements for Session Initiation Protocol (SIP)**

- xiii. The Contractor must be able to provide dedicated SIP trunks at a minimum bandwidth of 50 Mbps. It is desired that the Contractor's service supports a total bandwidth of up to 1 Gbps.
- xiv. The Contractor must provide and manage three (3) Session Border Controllers (SBC) (one per datacenter) for the length of the resulting contract. The SBC solution provided by the Contractor must be able to survive the loss of any one (1) datacenter.
- xv. The Contractor's SBC's must be certified to interoperate with the SIP devices listed below. It is desired that the Contractor have an established process for ad hoc

certification of SIP devices not currently certified to interoperate with the Offeror's services.

- Acme Packet (Net-Net Enterprise Session Director)
- Cisco (CUBE, CUCM, CUCMSE, SUSP)

xvi. The Contractor's SBC interoperability (as referenced above) must include, but will not be limited to the following:

- G.729 and G.711 codecs (Real-Time)
- G.729 to G.711 codecs (Transcoding)
- DTMF Relay (In-band and Out-of-Band)
- Caller ID with Calling Party Name and Number
- SIP Fast Start/Slow Start
- SIP Early Media/Delayed Media
- RADIUS Call Accounting CDR Generation
- T.38 Fax Relay

xvii. The Contractor's service must allow for alternative call routing of all DID's automatically to any of the other trunk termination locations, in the event of a service trouble or outage at a particular location.

xviii. The Contractor's private network must consist of multiple SIP peering points located in geographically separated areas to ensure service availability.

xix. The Contractor's service must provide full support for fax and analog traffic.

xx. The Contractor's service must allow for the use of County-owned auto-dialers utilized at the individual school level for school-to-parent communication. Such auto-dialers do not exceed eight (8) connection ports per device, are not in use at all schools, and are used infrequently.

xxi. The Contractor must provide adequate security measures to protect County data confidentiality, integrity, and availability, to include encryption of signaling and media.

f. **Enhanced 911 (E911)**

- i. The Contractor must support E911 at all locations service by the Contractor's SIP trunk connections.

- ii. The Contractor must support the pass-through of Automatic Number Identification (ANI) information and the registered service address to the Public Safety Answering Point (PSAP).
- iii. The Contractor must support Private Switch/Automatic Location Identifier (PS/ALI).

**9.4. Value-Added & Related Services**

- a. **Procurement Related Services** (fulfillment associated with the procurement of telecommunications, networking, and Internet-related equipment, materials and related services):
  - i. It is desirable that the Contractor be capable of providing installation services for hardware and/or software when requested.
  - ii. All equipment and materials procured by the County will be based upon a percentage discount off of the manufacturer's list price. (ref. Appendix J, Pricing Summary)
  - iii. The Contractor must provide upon request, manufacturers' catalogs, from which discounts will be taken, and provide updates to the County as often as the manufacturers update their catalogs.
- b. **Student/Community programs:** Please provide description of free or discounted optional telecommunications offering programs. For example, student/teacher internet services.

**10. TECHNICAL PROPOSAL INSTRUCTIONS**

- 10.1. The offeror must submit the Technical Proposal in a separate file in Bonfire containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.
- 10.2. **THE TECHNICAL PROPOSAL SHALL CONTAIN NO PRICING INFORMATION.**
- 10.3. Proposals should not contain extraneous promotional materials.
- 10.4. Offerors should utilize lay person terms and common terminology wherever possible. Proposals shall cover the general topics outlined in this section and emphasize the Offeror's approach to the work.
- 10.5. Offerors shall refer to Sections 16 and 17 for details about the submission of proposals.

- 10.6. The required proposal must contain all completed forms and the following sections and tabs in the order shown here:

**TABLE OF CONTENTS**

A table of contents providing a listing for each section of the proposal is required, including the appendices and any additional material submitted.

**TAB 1: COVER LETTER**

Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; brief history of organization; appropriate Federal, State, and County registration numbers. The County encourages the use of recycled products; therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both *sides in the case when paper is required*; when submitting proposals via Bonfire, paper versions are generally not required unless specifically requested.

**TAB 2: EXECUTIVE SUMMARY**

The executive summary should provide a concise statement and discussion of the requirements as they are analyzed by the Offeror and summarization of the services being proposed to meet FCPS' needs and why it is the Solution FCPS should decide to implement.

**TAB 3: OFFEROR PROFILE AND PRODUCT HISTORY**

The Offeror must provide a profile of its organization and all other companies who will be providing services through a subcontracting arrangement with the Offeror. At a minimum, the Offeror will provide the following information on a single page:

- Number of years in business
- Number of years involved in the services described above
- Total number of employees
- Number of employees dedicated to the services described above
- Total number of clients to which you are providing similar services
- Total number of clients of similar size as FCPS
- Number of signed contracts in progress

**TAB 4: OFFEROR QUALIFICATIONS**

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

- a. Details of Experience: As described in paragraph 2.1 of this document, the Offeror must have at least seven (7) years successful, continuous experience providing equivalent services described herein to K-12 school districts greater than 75,000 students and/or a county government with a population of greater than 750,000. Provide the name of the relevant school district(s) and/or county governments and the size of each population

served by the Offeror. Offeror must also respond to the questions provided in Appendix C.

- 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. 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 must 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.

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.

- d. Staffing plan: A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the 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.
- e. Financial Information
  - 1. Total Annual Revenue – State total annual revenue and indicate the revenues associated with the provision of Solution relevant to the proposal.
  - 2. Dun and Bradstreet Credit Report – Include your firm's current full D&B Business Report, if D&B issues reports on Supplier.
  - 3. Annual Reports – Provide certified, audited financial statements (i.e., income statements, balance sheets, cash flow statements) for the most recent three years. (Suppliers having been in business for a shorter period of time are requested to submit any available certified, audited annual financial statements.) FCPS may request copies of or access to current and historic annual reports. FCPS reserves the right to access a Supplier's publicly available financial information and to consider such information in its evaluation of such Supplier's proposal.

#### **TAB 5: RESPONSE TO TECHNICAL REQUIREMENTS**

Offeror shall include a brief description and examples (screenshots/other) of how the proposed Solution will meet or exceed each of the requirements listed in Special Provisions, Section 8. Offeror must explicitly indicate in its responses which product or products meet the stated

requirement. In its response, offerors shall clarify if requirement is met with existing capability within the Solution. If not met within the Solution, offerors shall explain how capability can be met.

The Offeror must demonstrate sufficient “due diligence” in maintaining their own information security posture. Offeror shall complete the FCPS Security Architecture Checklist, Appendix I. If Offerors require FCPS to sign a nondisclosure agreement, please contact [cmbeinhacker@fcps.edu](mailto:cmbeinhacker@fcps.edu).

**TAB 6: RESPONSE TO TASKS TO BE PERFORMED**

The Offeror must provide detailed description of how to manage and approach each of the tasks in Special Provisions, Section 9.

**TAB 7: LICENSES/SERVICE AGREEMENTS**

Offeror must provide all services and licensing agreements that would apply to the application and services proposed.

**TAB 8: EXCEPTION TO SPECIFICATIONS**

Although the specifications in the requirements sections represent FCPS’ anticipated needs, there may be instances in which it is in FCPS’ best interest to permit exceptions to specifications and accept alternatives. It is extremely important that Offerors clearly state where exception is taken to the specifications and how alternatives will be provided. Therefore, exceptions, conditions, or qualifications to the provisions of FCPS’ specifications must be clearly identified as such, together with the reasons, and inserted in this section of the proposal. If the Offeror does not make it clear that an exception is taken, FCPS will assume the proposal is responding to and will meet the specification as written.

**TAB 9: TREATMENT OF THE ISSUES**

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

**11. CONSULTATION SERVICES**

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

**12. COST PROPOSAL INSTRUCTIONS**

- 12.1. The offeror must submit a cost proposal in a separate file in Bonfire fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (Reference Appendix J Price Summary Sheet). The following information should be submitted as part of the cost proposal:

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

- a. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if price differ.
- b. Breakdown of direct labor and labor overhead costs including number of hours worked and applicable actual or average hourly rates, overhead rate and supporting schedule.
- c. Travel and per diem or subsistence costs, if any, supported by a breakdown including destination, duration, and purpose.
- d. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

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

**13. PRICING**

- 13.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.
- 13.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 13.3. Price decreases shall be made in accordance with Section 39 of the General Conditions & Instructions to Offerors. (Reference Appendix A)

**14. TRADE SECRETS/PROPRIETARY INFORMATION**

- 14.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials. (Reference Appendix B)
- 14.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

**15. CONTACT FOR CONTRACTUAL MATTERS**

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

Christine Beinhacker  
Fairfax County Public Schools



Office of Procurement Services  
8115 Gatehouse Road, Suite 4400  
Falls Church, Virginia 22042-1203  
Telephone: 571-423-3584  
Email: [cmbeinhacker@fcps.edu](mailto:cmbeinhacker@fcps.edu)

- 15.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 21.3).

**16. REQUIRED SUBMITTALS**

- 16.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

**17. SUBMISSION OF PROPOSAL**

- 17.1. Proposals must be received electronically through FCPS' online Procurement portal at: <http://fcps.bonfirehub.com>, on or before the Submittal Deadline. Submissions will only be accepted through the portal. FCPS will not accept proposals submitted by paper, telephone, facsimile (Fax) transmission, or electronic mail (e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <http://fcps.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical question related to a submission, contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).
- 17.2. If, at the time of the scheduled proposal closing FCPS is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire System.
- 17.3. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once the submission is finalized. Minimum system requirements for the Bonfire portal: Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.
- 17.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired.
- 17.5. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive, and easy to follow manner.
- 17.6. The proposal submission shall consist of:

- a. Cover sheet (DPSM32)
- b. Technical proposal as required in the Special Provisions, Section 10, **TECHNICAL PROPOSAL INSTRUCTIONS**.
- c. Cost proposal as required in the Special Provisions Section 12, **COST PROPOSAL INSTRUCTIONS**. Additionally, cost must be submitted via Bonfire provided cost proposal forms.
- d. One (1) electronic copy of the Technical and Cost proposals with redactions consistent with the requirements of the RFP, Section 14 Trade secrets/Proprietary Information through FCPS' online Procurement Portal at: <http://fcps.bonfirehub.com>.
- e. All required attachments and forms must be included with the submission.
- f. Completed W9 Form (must be the latest version, per IRS.gov).
- g. By executing the DPMM32 Cover Sheet (Reference Appendix B), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

18. **ADDENDA**

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

19. **VIRGINIA FREEDOM OF INFORMATION ACT**

- 19.1. Except as provided, once an award is announced, all proposals/bids submitted to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a completed summary page is supplied (Appendix B) that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (uploaded into Bonfire) with the trade secrets and/or proprietary information redacted. If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.

20. **PERIOD THAT PROPOSALS REMAIN VALID**

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

21. **BASIS FOR AWARD**

- 21.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 21.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 21.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all inquiries related to this procurement to the procurement official named in 15.1 above. Failure to comply with this directive may, at the sole discretion of the County result in the disqualification of an offeror from the procurement process.
- 21.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. 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.
- 21.5. Should the County determine in writing and at 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 School Board, if appropriate, prior to actual award of contract.
- 21.6. **Proposal Evaluation Criteria:** The following factors will be considered in the award of this contract and evaluated in two parts:

**Eligible E-Rate Services (Metropolitan Ethernet / Internet):**

<b>CRITERIA</b>	<b>WEIGHT</b>
Qualification of firm with appropriately qualified and experienced personnel, Section 10, TAB 3-4 of the Special Provisions, and Appendix C,	15%
Depth of response to the Special Provisions, Section 8, Technical Requirements	25%
Depth of response to the Special Provisions, Section 9, Tasks to Be Performed	25%
Depth of response to Special Provisions, Section 10, Technical Proposal Instructions, TABS 7-9	5%
Cost of E-Rate eligible services, price summary, Appendix J	30%

**Ineligible E-Rate Services (Local Exchange Services, Long Distance, SD-WAN, Session Initiation Protocol (SIP)):**

<b>CRITERIA</b>	<b>WEIGHT</b>
Qualification of firm with appropriately qualified and experienced personnel, Section 10, TAB 3-4 of the Special Provisions, and Appendix C,	15%
Depth of response to the Special Provisions, Section 8, Technical Requirements	25%
Depth of response to the Special Provisions, Section 9, Tasks to Be Performed	25%
Depth of response to Special Provisions, Section 10, Technical Proposal Instructions, TABS 7-9	5%
Reasonableness of cost proposal, price summary, Appendix J	30%

- 21.7. 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.
- 21.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 21.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 21.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 21.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

## **22. CONTRACT INSURANCE PROVISIONS**

- 22.1. The Contractor shall be responsible for its work and materials, tools, equipment, appliances, and property of any and all description used in connection this contract. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract.
- 22.2. The Contractor shall, during the continuance of all work under the contract maintain the following insurance:
  - a. Statutory Workers' Compensation and Employer's Liability with limits of at least \$100,000.
  - b. Commercial General Liability insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate including contractual liability, personal and advertising injury, and products and completed operations coverage.
  - c. Automobile Liability insurance with limits of \$1,000,000 Combined Single Limit covering all vehicles operated or in use by the Contractor in the performance of this contract.
  - d. Professional Liability/Errors and Omissions coverage responding to Contractor's errors, acts, or omissions in the amount of \$1,000,000 per claim and annual aggregate.

- e. Cyber/Information Technology insurance in the amount of \$1,000,000 per occurrence and annual aggregate including coverage for costs of third-party notification, credit monitoring, and fraud protection.
- 22.3. Fairfax County Public Schools, the Fairfax County School Board, its officers, and employees shall be named as an additional insured in the Automobile and General Liability policies.
- 22.4. Additional Requirements
- a. 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.
  - b. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the 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.
  - c. 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.
  - d. Prior to commencement of services and during the term of the contract, the contractor will provide a signed Certificate of Insurance citing the contract number and such coverage as required in this section.
  - e. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.

**23. METHOD OF ORDERING**

- 23.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards. The method of payment is at the discretion of the County at no additional surcharges will be accepted for the use of the procurement card.
- 23.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 23.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 23.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.

- 23.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

**24. PERFORMANCE EVALUATION**

- 24.1. The contractor's performance will be evaluated based on the following criteria:

CRITERIA	PERFORMANCE RATING
Performance meets contractual requirements. Performance elements contain some minor problems for which corrective actions were taken. Minimum number of valid complaints about the performance of the Contractor, (no more than 5) received within a year.	Satisfactory
Performance does not meet contractual requirements and reflect a serious problem for which the Contractor has not identified corrective actions in a timely manner or at all. The performance of the element contains serious problem(s) for which the contractor's corrective actions or corrective actions were ineffective. Serious problems include but are not limited to consistent lack of availability of meeting timelines or working in cooperation with FCPS personnel.	Unsatisfactory

- 24.2. If 10% or more of the complaints per year fall in the unsatisfactory performance rating bracket, then further actions may be taken with the final option to terminate the contract for cause. Refer to General Conditions and Instructions to Bidders Section 34.

**25. REPORTS AND INVOICING**

- 25.1. Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports, and an annual tabulated report.
- 25.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- Employee name
  - The name of the County department

- c. Date of services
  - d. The type of services; and,
  - e. The itemized cost for each item/service
- 25.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.
- 25.4. Invoices should be sent to [FCPSinvoices@fcps.edu](mailto:FCPSinvoices@fcps.edu)
- 25.5. FCG invoices should be sent to [fxcoinvoices@fairfaxcounty.gov](mailto:fxcoinvoices@fairfaxcounty.gov) or mailed to FCG-Accounts payable P.O Box 1147 Fairfax, VA 22038-1147.
- 25.6. The County will not be liable for any service charges not invoiced within nine (9) months from the date on which the service was provided.
- 25.7. Contractor must work with the County in good faith to resolve disputed invoices within sixty (60) days of notification by the County and the Contractor will not impose late charges or disconnect service on such disputed invoices.
- 25.8. All invoices prepared by the Contractor must reflect the tax-exempt status of the County.
- 25.9. Contractor must identify a primary point of contact for the purpose of invoicing and to address any related issues.

26. **PAYMENTS**

- 26.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions.

27. **CHANGES**

- 27.1. 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.
- 27.2. 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.



**28. DELAYS AND SUSPENSIONS**

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

**29. ACCESS TO AND INSPECTION OF WORK**

- 29.1. 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.

**30. PROJECT AUDITS**

- 30.1. 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.
- 30.2. 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.
- 30.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 30.4. 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.
- 30.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

31. **DATA SOURCES**

- 31.1. 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.

32. **SAFEGUARDS OF INFORMATION**

- 32.1. 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.

33. **ORDER OF PRECEDENCE**

- 33.1. 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).

34. **SUBCONTRACTING**

- 34.1. 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.

- 34.2. 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)

**35. USE OF CONTRACT BY OTHER PUBLIC BODIES**

- 35.1. Reference Section 70, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to another public body will have no effect on consideration of your offer. (Reference Appendix B - (Reference Appendix B - SAMPLE LISTING OF LOCAL PUBLIC BODIES)
- 35.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 35.3. 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.
- 35.4. Each public body shall execute a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with this contract's applicable 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.
- 35.5. 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.

**36. NEWS RELEASE BY VENDORS**

- 36.1. 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.

**37. AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

- 37.1. 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.

- 37.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Employee Relations at 571-423-3070, [HRequity&empolyeerelations@fcps.edu](mailto:HRequity&empolyeerelations@fcps.edu) or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

**38. HIPAA COMPLIANCE**

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

**39. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**

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

**40. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION**

- 40.1. By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has

- been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 40.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.
- 40.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. All Contractor employees will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist. Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.
- 40.4. Failure to comply with the above requirements may result in termination of the contract.

# COUNTY OF FAIRFAX

## COMMONWEALTH OF VIRGINIA

### GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT 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.

1. **AUTHORITY:** The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the 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 that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.
2. **DEFINITIONS:** Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

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

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

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

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

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.

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.

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 informal solicitation to include telephone calls to prospective bidders.

### CONDITIONS OF BIDDING

3. **BID FORMS:** Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

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

4. **LATE BIDS & MODIFICATIONS OF BIDS:**
  - a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
  - b. **If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time**

**specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.**

- c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
5. **WITHDRAWAL OF BIDS:** Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.
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. 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 its bid is accepted.
7. **LABELING OF BIDS:** All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
8. **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.
9. **CONDITIONAL BIDS:** Conditional bids may be rejected in whole or in part.
10. **BIDS FOR ALL OR PART:** 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 its bid to consideration in the group aggregate by so stating but must 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.
11. **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.
12. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent 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 by the County.
13. **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 63, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <http://www.fairfaxcounty.gov/procurement/bid-tab>  
  
Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.
14. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.  
  
If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it 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.
15. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
17. **PROHIBITION AGAINST UNIFORM PRICING:** The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it 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

18. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
19. **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. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
20. **SPECIFICATIONS:** When a solicitation contains a specification that 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 must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

### AWARD

21. **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. 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
  - j. Such other information as may be secured by the 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 non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
22. **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 result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
- a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
  - b. Acceptance Agreement
  - c. General Conditions and Instructions to Bidders
  - d. Special Provisions and Specifications
  - e. Pricing Schedule
  - f. Any Addenda/Amendments/Memoranda of Negotiations
23. **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 re-advertisement for bids, the Purchasing Agent is authorized to award the contract to



the tie bidder that 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 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.

**24. 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. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
- c. 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.

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, or completion of a credit card transaction.

**25. INSPECTION-ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**26. 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.

**27. 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**

**28. 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.

**29. TERMINATION FOR CONVENIENCE:** A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor 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.

**30. TERMINATION OF CONTRACT FOR CAUSE:**

- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County shall have the right to terminate the contract. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. 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. Termination of the Contract for Cause does not relieve the Contractor 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.

**31. 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 her authorized agent.

**32. 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 its 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 its obligations or change the terms of the contract.

33. **FUNDING:** The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the

Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

34. **DELIVERY/SERVICE FAILURES:** If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. 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.

35. **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 reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.

36. **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 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. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

37. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:**

- a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. 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 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.

38. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.

39. **PRICE REDUCTION:** If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction 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, or retailers), 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 is not a "general price reduction" under this provision. The Contractor shall submit its 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 will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.

40. **CHANGES:** If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

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 are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

41. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When 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**

42. **SHIPPING INSTRUCTIONS - CONSIGNMENT:** Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. 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.
43. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss 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 its risk and expense or dispose of them as the County's own property.
44. **INSPECTIONS:** Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is 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.
45. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is 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 contract for the individual instructions.
46. **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.
47. **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.
48. **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed 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.
49. **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.
50. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- The Purchase Order Number,
  - The Name of the Article and Stock Number (Supplier's),
  - The Quantity Ordered,
  - The Quantity Shipped,
  - The Quantity Back Ordered,
  - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

#### **BILLING**

51. **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 for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

#### **PAYMENTS**

52. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The 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 subsequent modifications.
53. **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.
54. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 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 based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

#### **GENERAL**

55. **GENERAL GUARANTY:** Contractor agrees to:
- 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.
  - Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
  - Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - 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.
  - Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
  - Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
56. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:
- Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
  - 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.
  - All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
  - Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
  - 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.
57. **INDEMNIFICATION:**
- General Indemnification: Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes injuries, death, damage to property, breach of data

security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its 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, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.

- b. **Intellectual Property Indemnification:** In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 58, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

58. **OFFICIALS NOT TO BENEFIT:**

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their 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.

59. **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: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

60. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

61. **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.

62. **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.
  - e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).

#### **BIDDER/CONTRACTOR REMEDIES**

63. **INELIGIBILITY:**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the 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 ten (10) 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 ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. The 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 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 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, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a 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 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.

64. **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.8, 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 not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

**65. 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 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 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.

**66. 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 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 4.D 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 4.D, 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 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. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.
- 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 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 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.

**67. 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 Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the 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 Purchasing Agent's decision on the claim, unless the Purchasing Agent 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.

**68. LEGAL ACTION:** No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

**69. VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than

those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

70. **COOPERATIVE PURCHASING:** The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.
71. **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.
72. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
73. **AUDIT OF RECORDS:** The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
74. **NONVISUAL ACCESS:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
  - b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
  - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
  - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
  - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

**APPROVED:**

/S/ Elizabeth D. Teare  
**COUNTY ATTORNEY**

/S/ Cathy A. Muse  
**COUNTY PURCHASING AGENT**



## OFFEROR DATA SHEET

Name of Offeror: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Enter the name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account, as well as the name of the primary contact for questions about the proposal.

**Service Representative:** \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Fiscal Representative:** \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Primary Contact for questions about the proposal:** \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Payment Address, if different from above:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## BUSINESS CLASSIFICATION

### DEFINITIONS

**Small Business** – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**Minority-Owned Business** - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, 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 liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**Woman-Owned Business** – means a business 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 liability 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.

**YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPMM32).** This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

**VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION**

The bidder:

☐ is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

## PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

### NOTICE OF PROPRIETARY INFORMATION Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A. This page contains information relating to "trade secrets", and "proprietary information" including processes, operations, style of work, or apparatus, identification of confidential statistical data, amount or source of any income, etc. of any person (or) partnership. "Reference the Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C. This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

**PLEASE MARK "NOT APPLICABLE" IF NO EXCEPTIONS ARE TAKEN**

### **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	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No

- Date business began/will begin work in Fairfax County

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

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

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

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

**Printed Name of  
Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_ / \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**SSN or TIN No:** \_\_\_\_\_

**CERTIFICATION REGARDING ETHICS IN PUBLIC CONTRACTING**

In submitting this proposal and signing below, Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

☐

1. I have not given any payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to any public employee or official who has official responsibility and authority for procurement transactions.

☐

2. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, and in exchange I received consideration of substantially equal or greater value.

☐

3. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, but in exchange I have not received consideration of substantially equal or greater value.

If #2 above is selected, please complete the following:

Recipient: \_\_\_\_\_

Date of Gift: \_\_\_\_\_

Description of the gift and its value:

\_\_\_\_\_

Description of the consideration received in exchange and its value:

\_\_\_\_\_

\_\_\_\_\_

---

Printed Name of Bidder/Offeror Representative: \_\_\_\_\_

Signature/Date: \_\_\_\_\_ / \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

***This certification supplements but does not replace the requirements set forth in paragraph 58 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.***



## SAMPLE LISTING OF LOCAL PUBLIC BODIES

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

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

	Manassas City Public Schools, Virginia		

**Complete and return this form with your proposal.**

\_\_\_\_\_  
Offeror Name

**SUBCONTRACTOR (S) NOTIFICATION FORM**

Offeror Name: \_\_\_\_\_

Contract Number/Title: \_\_\_\_\_

Prime Contractors Name: \_\_\_\_\_

Prime Contractor's Classification: \_\_\_\_\_

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

**Please check here if you are not using a subcontractor:** ☐

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

**Complete and submit this form with your proposal.**

## REFERENCES / MINIMUM QUALIFICATIONS / QUESTIONNAIRE

### Requirements

If an Offeror fails to respond to each qualification below, or if the County determines from the response that an Offeror does not meet any one of the minimum qualifications, its proposal may be deemed non-responsive and disqualified from further consideration.

### Special Provisions Section 2.3:

Offerors must provide a minimum of three public sector references. At least one of these references must be from a local government agency and one from a school district.

Reference 1:

Organization:	
Address:	
Point of Contact:	
Current Phone Number:	
Email:	
Length of Engagement:	
Project description, start and end date:	

Reference 2:

Organization:	
Address:	
Point of Contact:	
Current Phone Number:	
Email:	
Length of Engagement:	
Project description, start and end date:	

Reference 3:

Organization:	
Address:	
Point of Contact:	

Current Phone Number:	
Email:	
Length of Engagement:	
Project description, start and end date:	

Special Provisions § No.	Minimum Qualification	Does Offeror meet this requirement? Yes/No	Indicate where in the proposal the minimum qualification supporting documentation can be found
2.2	The Offeror at least seven (7) years successful, continuous experience providing equivalent services described herein to K-12 school districts greater than 75,000 students and/or a county government with a population of greater than 750,000.		
2.3	<i>[Fill in data for References 1, 2, and 3 above.]</i>	<i>[Respond above.]</i>	<i>[Respond above.]</i>
2.4	The Offeror must have the legal authority to provide the services described herein within the Commonwealth of Virginia and must conform to all applicable state and federal regulations.		
2.5	The Offeror must meet all of the requirements listed in Section 5 – E-RATE.		
2.6	Rapid response time is essential. Pursuant to providing services as described in Section 8, Paragraphs 8.4.a.i, ii, iii the Offeror must be positioned to respond to SLAs stated in Section 8 and Appendix D.		
2.7	Pursuant to providing services as described in Section 2.7 and 9.3.a.vi, the Offeror must be a Tier 1 or Tier 2 Internet Service Provider.		
2.8	The Offer must demonstrate sufficient “due diligence” in maintaining their own information security posture. Please see FCPS Security Checklist, Appendix E for more detail.		

Questionnaire:

Introduction:

In an effort to aide in determining whether or not Offerors have sufficient qualifications to provide the services requested, this questionnaire has been developed to provide responses to a standard set of additional questions.

Note: The Offeror may attach additional information deemed appropriate and relevant to the response, including evidence of compliance, certifying documentation, and explanatory comments.

**A. Is your organization a reseller of services, facilities-based provider, or both?**

☐ Reseller      ☐ Facilities-Based      ☐ Both

**B. If you answered both to the question above, please indicate the approximate percentage of each offering your organization provides in relation to total business.**

Reseller of Services: \_\_\_\_\_  
Facilities-Based Provider: \_\_\_\_\_

**C. If your organization is proposing to resell service(s) to County, define the commercial relationship your organization has with the partner organization(s) and how the requirements of this proposal will be met.**

**D. Does your organization possess a Network Operations Center (NOC) with the following characteristics?**

Staffed 24x7x365	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Toll-Free telephone number access	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Capable of proactively monitoring	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Capable of providing real-time alerts to the County DIT personnel	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Address of NOC #1:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Address of NOC #2:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E. Does your organization's NOC possess a disaster recovery plan?**

☐ Yes      ☐ No

- If yes, please provide FCPS an overview of your organization's disaster recovery plan and processes for your NOC(s).

- F. Please provide your organization's Service Provider Identification Number (SPIN):** (Reference Special Provisions – Section 5.4)
- G. Please complete table to specify which products you are offering in this RFP** (Reference Special Provisions Section 1.2)

Product	Yes/No
Local Exchange Services	
Long Distance	
Toll-free inbound Toll- free inbound	
Audio teleconferencing	
International calling	
Metro Ethernet (E-Rate Eligible)	
SD-WAN	
Internet Services (E-Rate eligible)	
Session Initiation Protocol (SIP)	

## SERVICE LEVEL AGREEMENT

### Introduction:

This form provides the Offeror with the minimum required service levels as referred to in Section 8.4 of the Special Provisions. The Offeror should demonstrate its ability to meet or exceed these specifications.

**Voice Services:** The Contractor must provide an uptime on each voice service (Section 9.1) at or exceeding “five-nines” (99.999%).

Priority	Operational Hours	Service Outage/Trouble	Response Time	Repair Time
1	Twenty-Four (24) hours per day, seven (7) days per week	POTS (Fire Alarm and Security Monitoring)	Two (2) hours	Four (4) hours (Workaround), Twenty-Four (24) hours (Permanent)
2	Normal FCPS business hours	POTS Long Distance	Four (4) operational hours or next business day	Eight (8) operational hours or next business day
3	Normal FCPS business hours	Non-Outage Trouble	Eight (8) operational hours or next business day	Two business days

**Transport Services:** The Contractor must provide an uptime on each transport service (Section 9.2) at or exceeding “two-nines” (99%) to meet FCPS School Board directives.

Priority	Operational Hours	Service Outage/Trouble	Response Time	Repair Time
1	Twenty-Four (24) hours per day, seven (7) days per week	Production site outage Critical impact to operations	Two (2) hours	Four (4) hours (Workaround), Twenty-Four (24) hours (Permanent)
2	Twenty-Four (24) hours per day, seven (7) days per week	Production site severely degraded	Four (4) hours	Eight (8) hours (Workaround), Twenty-Four (24) hours (Permanent)
3	Normal FCPS business hours	Network performance degraded Network functionality impaired Most business operations continue	Eight (8) operational hours or next business day	Two (2) business days
4	Normal FCPS business hours	FCPS request for device information/assistance, installation, or configuration	Two (2) business days	Four (4) business days



**SERVICE LEVEL AGREEMENT (continued)**

**Managed Services:** The Contractor must provide an uptime on each managed service (Section 9.3) at or exceeding “two-nines” (99%) to meet FCPS School Board directives.

Priority	Operational Hours	Service Outage/Trouble	Response Time	Repair Time
1	Twenty-Four (24) hours per day, seven (7) days per week	Production site outage Critical impact to operations	Two (2) hours	Four (4) hours (Workaround), Twenty-Four (24) hours (Permanent)
2	Twenty-Four (24) hours per day, seven (7) days per week	Production site severely degraded	Four (4) hours	Eight (8) hours (Workaround), Twenty-Four (24) hours (Permanent)
3	Normal FCPS business hours	Network performance degraded Network functionality impaired Most business operations continue	Eight (8) operational hours or next business day	Two (2) business days
4	Normal FCPS business hours	FCPS request for device information/assistance, installation, or configuration	Two (2) business days	Four (4) business days

**FCPS CRITICAL SITE LIST (AS OF 08/04/2022)**

<b>Site Names</b>	<b>Comments</b>	<b>Modem Lines/Address</b>	<b>VOIP Site</b>
Sprague Center	Video NOC	<b>Address:</b> 4414 Holborn Ave., Annadale, VA <b>Modem:</b> (703)942-8423	<b>VOIP Site</b>
Dunn Loring Center	Registration & Classes	<b>Address:</b> 2334 Gallows Rd., Fallschurch, VA <b>Modem:</b> (703)992-9373	<b>VOIP Site</b>
Plum Center	Adult Services	<b>Address:</b> 6815 Edsall Rd. Springfield, VA <b>Modem:</b> (703)942-5952	<b>VOIP Site</b>
Energy Zone Center/Food Service	Food Service	<b>Address:</b> 6840 Industrial Rd. Springfield, VA <b>Modem:</b> (571)327-5256	<b>VOIP Site</b>
Forte Center	Security Services	<b>Address:</b> 6800B Industrial Rd., Springfield, VA <b>Modem:</b> (571)405-6880	<b>VOIP Site</b>
Luther Jackson MS (School Board)	School Board meetings	<b>Address:</b> 3020 Gallows Rd., Fallschurch, VA <b>Modem:</b> (571)830-6115	<b>VOIP Site</b>
Lorton Center	Transportation	<b>Address:</b> 8101 Lorton Rd., Lorton, VA <b>Modem:</b> (703)646-4306	<b>VOIP Site</b>
Sideburn Center	Electricity and Maintenance Services	<b>Address:</b> 5025 Sideburn Rd., Fairfax, VA <b>Modem:</b> (703)865-4738	<b>VOIP Site</b>
Virginia Hills Center	Administrative building and Registration	<b>Address:</b> 6520 Diana Ln., Alexandria, VA <b>Modem:</b> (703)888-3785	<b>VOIP Site</b>
Leis Center	Academy and Registration Services	<b>Address:</b> 7423 Camp Alger Ave., Fallschurch, VA <b>Modem:</b> (571)282-4474	<b>VOIP Site</b>
Wilton Woods Center	Primary NOC	<b>Address:</b> 3701 Franconia RD, Alexandria, VA <b>Modem:</b> (703)960-6106 TermSrv (703)347-6623 ION Modem	<b>VOIP Site</b>
Marshall HS	Food Services	<b>Address:</b> 7731 Leesburg Pike, Fallschurch, VA <b>Modem:</b> (571)282-3926	<b>VOIP Site</b>
Gatehouse	HR/Payroll	<b>Address:</b> 8115 Gatehouse Road, Falls Church, VA <b>Modem:</b> (703)942-5167	<b>VOIP Site</b>
Willow Oaks Center	Secondary NOC	8270 Willow Oaks Corporate Drive, Fairfax,VA 22031 <b>Modem:</b> (703)942-6579	<b>VOIP Site</b>

Stonecroft Transportation	Transportation	<b>Address:</b> 4641 Stonecroft Boulevard, Chantilly, VA 20151 <b>Modem:</b> (703)657-0489	<b>VOIP Site</b>
FIS	Voice Team	<b>Address:</b> 9525-A Main Street, Fairfax, VA 22031 <b>Modem:</b> (703)272-7226	<b>VOIP Site</b>
Fairlakes (INET Hub)	Responsible for many sites	<b>Address:</b> 12801 Fair Lakes Parkway, Fairfax, VA No modem (Security issue)	
Gunston (INET Hub)	Responsible for many sites	<b>Address:</b> 8220 Fleenor Lane, Lorton, VA No modem (Security issue)	
Merrifield (INET Hub)	Responsible for many sites	<b>Address:</b> 2917-T Eskridge Road, Fairfax, VA No modem (Security issue)	
Fairfax Station (INET Hub)	Responsible for many sites	<b>Address:</b> 9570 Burke Road, Burke, VA No modem (Security issue)	
Tyson's Corner (INET Hub)	Responsible for many sites	<b>Address:</b> 2128 Gallows Road, Vienna VA No modem (Security issue)	
Rosehill (INET Hub)	Responsible for many sites	<b>Address:</b> 6410 Highland Drive, Alexandria, VA No modem (Security issue)	
Dranesville (INET Hub)	Responsible for many sites	<b>Address:</b> 11504 Leesburg Pike, Herndon, VA No modem (Security issue)	

## REPORTS LISTING

### Introduction:

This form provides the Offeror with a listing of the minimum required reports that the Contractor must support and be able to provide to the County, as referred to in Section 8.5. Reports should be available via the Offeror's online portal.

### **Voice Services**

#### **General** *(Applies to All Voice Services)*

- Service Order Activity
- Service Record Per Circuit/Line
- Call Exception Analysis
- Frequently Called Numbers
- Unusual or Fraudulent Usage Patterns
- Telephone Numbers with No Usage
- Taxes and Surcharges Summary
- Trending Data

#### **Local Exchange Services**

- Service Record Per Circuit (Name and Address)
- Associated Telephone Numbers Per Billing Number
- Local Usage Summary
- Mean Time To Repair (MTTR)
- Carrier PIC Summary
- Directory Assistance Usage
- 3<sup>rd</sup> Party Billing

#### **Long Distance Services**

- Service Record Per Line
- Call Detail Per Line
- Top Long-Distance Users
- Month to Month Comparison
- Authorization Code Usage and Associated Details
- International Usage

#### **Toll-Free Inbound Services**

- Call Detail Per Line
- Usage Detail Per Line

#### **Audio Teleconferencing Services**

- Conferencing Usage by Account
- Conferencing Detail by Account

## **REPORTS LISTING (continued)**

### **Transport Services**

#### **General** *(Applies to All Transport Services)*

Service Record Per Circuit (Name and Address)  
Bandwidth Usage

### **Managed Services**

#### **Dedicated Internet Access**

Average Network Response Time  
Top 25 Internet Sites visited  
Frequency that Internet circuit exceeded 80% capacity  
Network Utilization  
Top 10 Protocols  
Top 100 "talkers"  
Incident and Call Activity Report

#### **Session Initiation Protocol (SIP)**

Service Record Per Circuit (Name and Address)  
Associated Telephone Numbers Per Billing Number  
Local Usage Summary  
Mean Time To Repair (MTTR)  
Carrier PIC Summary  
Directory Assistance Usage

## EXISTING SERVICES

### Introduction:

This form provides the Offeror with a listing of the County annual existing services, characteristics, and usage information as applicable.

### FCPS

#### Voice Services

##### a. Local Exchange Services

Service Type	Circuit Count
Session Initiation Protocol Trunks	2
Plain Old Telephone Service (POTS)	Approx. 2200
DID Directory Numbers	Approx. 40,000

\* As of August 3, 2022

##### b. Long Distance Services

Service Type	# Calls	Minutes
IntraLATA	21,527	67,749.7
IntraState	60,159	193,268.4
InterState	333397	1,033,095
Canada	331	946
International	377	1,043.9
Directory Assistance	443	465

\*Service Period: June 1, 2021 – May 31, 2022

##### bi. Toll-Free Inbound Services

Service Type	# Calls	Minutes
Toll-Free Inbound	6425	25,104.25

\*Service Period: June 1, 2021 – May 31, 2022

##### bii. Audio Teleconferencing

Service Type	# Minutes
Audio Teleconferencing	38,649

\*Service Period: June 1, 2021 – May 31, 2022

**c. Transport Services**

**ci. Metropolitan Ethernet Services**

Site Name	Service Address	Link Speed	Quantity
Forbes Center	8001 Forbes Place Springfield, VA 22151	100 Mbps	1
Forte Support Center	6800B, Industrial Road, Springfield, VA 22151	100 Mbps	1
Herndon ACE Learning Lab	400 Elden Street Herndon, VA 20170	100 Mbps	1
Herndon Support Center	397 Herndon Parkway Herndon, VA 20170	100 Mbps	1
Wilton Woods Center	3701 Franconia Road, Alexandria, VA 22310	1 Gbps	1
IMCP Center	6732 Industrial Rd., Springfield, VA 22151	100 Mbps	1

*\*As of June 1, 2022*

**d. Managed Services**

**di. Dedicated Internet Access**

*\* As of March 1, 2012*

Site Name	Service Address	Link Speed	Quantity
Wilton Woods Center	3701 Franconia Road, Alexandria, VA 22310	40 Gbps	1
Willow Oaks Center	8270 Willow Oaks Corporate Dr., Fairfax, VA 22031	10 Gbps	1

*\* As of June 1, 2022*

**FCG**

**a. Local Exchange Services**

Service Type	Circuit Count
Primary Rate Interface (PRI)	50
Direct Inward Dial (DID) Trunk	50
Ground Start (GS) Trunk	30
Session Initiation Protocol (SIP) Trunks	20
Plain Old Telephone Service (POTS)	3,000
DID Directory Numbers	10,200

**b. Long Distance**

Item	#	# Calls	# Minutes
# Toll Free Numbers	19	NA	NA
# Long Distance Accounts	3		
# Audio Teleconferencing Accounts	4	283	31,610
Toll Free Inbound	2,154	7,457	
Zoom Accounts	44		
Zoom Users	1,552		

Long Distance	# Calls	Minutes
IntraLATA	32,189	108,117
IntraState	110,521	460,626
InterState	207,730	779,075
Canada		
International	476	2,229
Directory Assistance	375	NA*

\*charge per call minutes not tracked.



## **FCPS VENDOR CODE OF CONDUCT AND EXPECTATIONS**

As an FCPS vendor, your employees will be expected to comply with the following standards, which are based on section ten (X), "Standards of Conduct" of FCPS Regulation 4429.4.

### **Standards of Conduct**

#### **Each vendor employee is expected to:**

- Comply with a reasonable request from any FCPS employee.
- Report to work in appropriate clothing with required tools and equipment and in a condition that will permit performance of assigned duties.
- Refrain from any disorderly conduct.
- Exercise courtesy and tact in dealing with FCPS students and employees.
- Behave in a professional manner.
- Maintain a clean and neat personal appearance to the maximum practicable extent during working hours.
- Safeguard FCPS information.
- Exercise watchfulness in the performance of duties to identify potential hazards to protect fellow humans.
- Render full, efficient, and competent service.
- Comply with rules and regulations governing the business hours of work at any given FCPS building.

#### **The following conduct is prohibited and may subject the vendor to disciplinary action, including termination of services rendered:**

- Using any information received confidentially in the performance of duties as a means of making personal profit.
- Engaging in criminal, dishonest, immoral, or disgraceful conduct that brings the school system into disrepute; engaging in theft or being convicted of a crime.
- Soliciting or accepting anything of value in return for performing or refraining from performing an official act.
- Using School Board facilities improperly or carelessly or willfully causing destruction of School Board property.
- Threatening or assaulting anyone; possessing a weapon on School Board property.
- Falsifying any record or report.
- Manufacturing, distributing, dispensing, possessing, consuming, using, or selling alcohol or illegal drugs, or taking part in the unauthorized use of prescription drugs on School Board property during normal work hours or while performing School Board business.
- Having alcohol, illegal drugs, unlawful prescription drugs, or drug metabolites in the body while on duty.

## FCPS VENDOR CODE OF CONDUCT AND EXPECTATIONS (Continued)

- Engaging in political campaigns while on FCPS grounds.

**In addition to what is specified in Regulation 4429.4, all vendor employees shall:**

- Comply with any visitor management protocols at the front office (Instructional sites only). If there is a visitor log at non instructional sites, you must sign in.
- Park in a valid parking space.
- Leave the work area in an undisturbed state, removing old parts and any trash.
- Contact the site TSSPEC to assist with internet connectivity if/when needed. If you cannot locate him/her, call the IT Service Desk at [itservicedesk@fcps.edu](mailto:itservicedesk@fcps.edu) or 703-503-1600 for assistance.

A meeting must be scheduled with the vendor Account Manager within 60 days of the award of this contract and at a minimum every contract renewal and or extension to review this document. Any time there is a deletion of a name on the list above the Account Manager must notify our office in writing. Any time there is an addition to the above vendor list, the new (vendor) employee and Account Manager must attend a meeting at FCPS to review and sign the Vendor Standard of Conduct and update the name in the master list.

The information above has been explained to me and I fully understand the contents and ramifications to me or the company I represent if I fail to comply.

Company Name: \_\_\_\_\_

Printed Employee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# FCPS Security Architecture Checklist

## Vendor Review

This section is focused on the evaluation of vendor operations, so that we may understand any risks that may arise from this relationship, including supply chain risks.

Fairfax County Public Schools Vendor Security Checklist		Version: 2022-8-24
Category	Details	Vendor Response
1. Incident Response	FCPS requires all vendors to submit a high-level Incident Response plan. It isn't necessary to share detailed scenarios and playbooks.	
2. Incident Response	<p>FCPS requires all vendors to disclose any breaches in the past five years. and agree to notify FCPS of any major incidents moving forward. FCPS considers any incident where an attacker gains an active foothold on your network as a 'major incident'- <b>regardless of whether FCPS data was affected or not.</b></p> <ul style="list-style-type: none"><li>• FCPS shall be notified within 12 hours and consistent with Virginia Acts Chapters <a href="#">626</a> and <a href="#">627</a>.</li><li>• Please specify the mechanism and process to notify FCPS at <a href="mailto:datasecurity@fcps.edu">datasecurity@fcps.edu</a> .</li></ul>	
3. Environment Segregation	The vendor shall detail various environments (production, development, test, staging, etc.) and how they are segregated. Documentation and diagrams should detail segregation across the stack, including storage.	
4. Segregation of roles and responsibilities	The vendor shall detail how segregation is enforced. If there are instances where roles are blurred (for example, a developer needs production access), explain what compensatory controls are in place to account for the	

	blurring of roles.	
5. Threat and Vulnerability Management	The vendor shall explain how they stay abreast of threats and processes to keep systems patched against all vulnerabilities. In addition, provide all details regarding your threat sharing and vulnerability management programs.	
6. Auditing	The vendor shall explain the process and tools to audit all access to the vendor's systems.	
7. DNS	The vendor shall detail all aspects of DNS including servers, resolutions, DNSSEC, and registrar security.	
8. Coding Standards	<p>The vendor shall detail secure coding methodology and best practices, automated testing (such as fuzzing), secure development process, etc.</p> <p>FCPS is particularly interested in learning whether you hardcode IP addresses, machine names, etc.</p>	
9. Disaster Recovery	The vendor shall detail their Disaster Recovery and Business Continuity policies and practices.	
10. Email	The vendor shall show proof of valid SPF, DKIM, and DMARC (reject or quarantine) for all emails domains, including emails sent between FCPS and vendor employees as well as automated platform email messages. Please share all email addresses used by the platform or vendor staff to communicate with FCPS.	
11. Email Scanning	The vendor shall detail all aspects of email security including but not limited to scanning of attachments, DLP, and link redirection.	
12. Certifications	The vendor shall provide a full list of privacy and security-related certifications. Please provide a detailed	

	explanation if you cannot produce a SOC 2 Type 2 report.	
13. External Assessments	An independent penetration and vulnerability assessment of the vendor's infrastructure relevant to the product FCPS wishes to acquire within the past 6 months is required. FCPS needs to see an unredacted copy of the assessment report.	
14. Policies, processes, standards, and guidelines	The vendor shall detail all policies, procedures, standards, and guidelines about the product's security.	
15. PAM	The vendor shall detail privileged access management procedures for vendor accounts	
16. Transactions	The vendor shall detail the architecture aspects of all database transactions to ensure integrity, availability, and confidentiality.	
17. Supply Chain	The vendor shall disclose any supply chain risks, including software, services, or vendor contractors that don't use multi-factor authentication.	
18. Remote Monitoring and Management (RMM)	Clarify if you use RMM anywhere across your organization, and provide specifics for how, when, and why.	
19. Application Security	Describe the methodologies and measures used to protect the application from attacks and minimize risk to AIC (Availability, Integrity, and Confidentiality) of information.	
20. Cyber Insurance	The vendor shall share details about their cyber insurance policy.	
21. Mergers and Acquisitions	<p>The vendor agrees to remain compliant in the event of a company merger or acquisition.</p> <p>The vendor agrees to notify FCPS and submit a new Security Architecture Checklist within 6 months of a company</p>	

	merger or acquisition.	
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## Core Security Requirements

This section focuses on FCPS' cybersecurity requirements.

Fairfax County Public Schools Vendor Security Checklist		Version: 2022-4-06
Category	Details	Vendor Response
22. Root Cause Analysis (RCA) and Corrective Action Plan (CAP)	The vendor agrees to submit detailed RCAs and CAPs for any incidents (including unplanned outages) during their relationship with FCPS.	
23. Scenarios	The vendor shall describe expected user use of the platform and associated cybersecurity scenarios and controls to protect from platform abuse.	
24. Threat and Vulnerability Management	<p>The vendor shall describe the tools, processes, and frequency the proposed solution is scanned for vulnerabilities.</p> <p>The vendor attests that any vulnerabilities discovered during engagement with FCPS will be patched and/or addressed within 72 hours. Major and critical vulnerabilities need to be patched within 24 hours.</p>	
25. DNS	<p>The vendor shall detail all aspects of DNS for the proposed system, including configurations and security controls.</p> <p>The vendor is required to run their product on a fcps.edu subdomain for enterprise solutions.</p>	
26. Email	If the vendor anticipates sending emails on behalf of FCPS, in that case the vendor shall provide a IP address range and conform to email sending identity alignment to allow for DMARC policy compliance.	

	The vendor shall detail the content, audience of the emails, frequency, encryption methods, and DLP policies.	
27. Authentication	<p>FCPS requires all vendor applications, regardless of where they are hosted, to integrate with FCPS Single Sign-On using Login with Google, SAML, or Clever. The vendor shall not create an alternate set of user accounts and/or passwords.</p> <p>The vendor must specify if SSO is an additional cost.</p> <p>In limited circumstances where SSO is not applicable due to a specific business purpose, the vendor shall implement mandatory MFA for all users. The vendor shall provide details of their MFA process and options.</p>	
28. Account Management / Rostering	<p>FCPS primary rostering method for platforms directed to FCPS students is leveraging the existing classroom structure from Clever or Schoology (LTI 1.3). For platforms only accessed by FCPS staff, please describe your account rostering process.</p> <p>Accounts within the system need to adhere to the following minimum requirements:</p> <ul style="list-style-type: none"> <li>• Unique user ID</li> <li>• The process to verify and onboard users</li> <li>• The process to promptly remove users with the loss of “need-to-know”</li> <li>• Provide a process or reporting for FCPS to conduct an account audit</li> <li>• FCPS prohibits the use of domain ‘service accounts’ and accounts that need ‘domain admin’ rights</li> </ul>	
29. Authorization and Access Control	The vendor must provide detailed documentation including diagrams of how an authenticated user accesses	

	<p>information.</p> <ul style="list-style-type: none"> <li>• The vendor must support role-based access control</li> <li>• The vendor must detail how role assignments can be automated within the platform.</li> </ul>	
30. Auditing	<p>The vendor shall detail all log information maintained by the vendor, the retention period for the logs, and describe how FCPS can request logs.</p> <p>The log shall, at a minimum, include the following:</p> <ul style="list-style-type: none"> <li>• History of logon/logoff monitoring</li> <li>• History of admin activities</li> <li>• History of important user activities such as grade changes</li> <li>• Log entries must include user ID, timestamp, activity performed, and source IP address.</li> </ul>	
31. Monitoring	<p>The vendor shall detail tools and methods for the proposed solution to monitor and alert on User and Entity-Based Analytics (UEBA).</p>	
32. Interfaces	<p>The vendor shall detail all active and inactive interfaces and mechanisms for other applications to interface with the vendor's product(s). In addition, any adaptors, connectors, or related technologies need to be detailed.</p>	
33. Coupling	<p>The vendor shall detail all application components that are tightly coupled or dependent on other components.</p>	
34. Interoperability	<p>For EdTech platforms that use student or classroom data, specify the platform's interoperability with Edupoint Educational Systems (FCPS' SIS platform), and Schoology (FCPS' LMS platform).</p>	
35. Dependencies	<p>The vendor shall detail all</p>	



	dependencies necessary for the vendor's product(s) to run. In addition, the vendor shall specify any products and/or applications that depend on the vendor's product.	
36. Disaster Recovery	<p>The vendor shall detail backup methods, procedures, frequency, and encryption methods for the proposed solution, disaster restoration, or a system rollback.</p> <p>The vendor shall detail SLA, RTO, and RPO capabilities, and detail information regarding the frequency of disaster recovery tests and the last valid test date.</p>	
37. Resiliency	The vendor shall detail High Availability (HA) architecture including diagrams and specifications on fault-tolerance	
38. Autoscaling	The vendor shall detail how the application can automatically scale up or down based on demand	
39. Data	<p>The vendor shall detail all aspects of data management including but not limited to data privacy, data retention, data archival, data purging, data classification, data ownership/export, and data access.</p> <p>FCPS retention requirements are defined in the <a href="#">FCPS Records Management Manual</a> based on record type.</p>	
40. Error handling	The vendor shall detail all aspects of error handling including auto-healing, error display, and manual troubleshooting.	
41. VPN/Remote Access	<p>The vendor shall specify if any remote access is needed between FCPS and the vendor to implement or support the proposed solution and provide specifics on:</p> <ul style="list-style-type: none"> <li>• the level of access required</li> <li>• the components that require</li> </ul>	

	<p>remote configuration</p> <ul style="list-style-type: none"> <li>• port/firewall configurations</li> <li>• the software used for remote access, and how access is established</li> </ul>	
42. PAM	The vendor shall detail privileged access management (PAM) procedures for accounts for the proposed solution.	
43. Data Transfer	<p>FCPS requires data transfers with vendors to be PGP-encrypted before transfer, and all transfers to take place over an MFA-protected and encrypted channel. Please detail all required data-exchanges for the platform.</p> <p>If the engagement requires routine and recurring data exchanges, the vendor will separately respond to FCPS data-exchange requirements.</p>	
44. Data Encryption	If FCPS sends the vendor encrypted data, the vendor must maintain file encryption and not store the data in unencrypted systems.	
45. Destruction	The vendor shall confirm that any data received from FCPS will be deleted from their primary, backup, and e-discovery systems as soon as the data is processed or at the conclusion of the FCPS engagement, whichever comes first.	
46. Encryption at Rest	The vendor shall detail how data is encrypted at rest and specify the protocol/method used to encrypt the data. The vendor shall document if any data is not encrypted.	
47. Encryption in Transit	For customer-facing platforms accessed via a website, FCPS requires Server-Side Enforcement of TLS1.2 and higher for browsers.	
48. Information Exchange	The vendor shall detail how sensitive information is exchanged between FCPS and the vendor. Acceptable solutions include PGP, secure	

	<p>document collaboration such as Google Docs, and end-to-end solutions such as Virtru. FCPS does not mandate the use of any specific product.</p> <p>Minimum requirements: The method must be authenticated and encrypted during rest and transit. Solutions such as Secure FTP need an additional layer of file encryption on top of SFTP to ensure files are protected before and after transmission (at rest).</p>	
49. Batch processing	The vendor shall detail any batch processes associated with the product	
50. Transactions	The vendor shall detail the security aspects of all database transactions to ensure integrity, availability, and confidentiality.	
51. Patch and Release Management	<p>Unless patch management has been handed over to FCPS IT, the vendor will ensure the proposed solutions never have any moderate, high, or critical vulnerabilities at the OS or application layers.</p> <p>FCPS requires seven days of advance notice for planned outages where the service will become unavailable.</p>	
52. Change Management	The vendor shall share in-house change management practices and agree to provide FCPS business owners information and timelines to facilitate FCPS change management process.	
53. Escrow	FCPS requires a neutral 3rd party escrow agreement for a software and source code <a href="#">escrow</a> service. Details will be established in the contract.	
54. Coding	The vendor shall detail secure coding methodology used with the proposed solution, and compliance with industry-standard secure-coding practices, i.e., OWASP.	
55. Documentation	The vendor shall provide detailed	

	documentation and network architecture diagram(s) that clearly describe all aspects of the product.	
56. Remote Monitoring and Management (RMM)	<p>FCPS does not allow 'always on' remote monitoring and management tools on FCPS devices or networks.</p> <p>Please specify how the RMM is managed, authenticated, and maintained.</p> <p>Minimum requirements: MFA and periodical account audits follow "need-to-know" and "least privilege" principles.</p>	
57. Application Security	<p>All vendor web applications must be configured with HTTP Strict Transport Security (HSTS) and pass an independent penetration test.</p> <p>The vendor attests that any product they develop or support is continually kept current with all components they depend on - The list of components in this context includes any hardware or software such as physical servers, operating systems, application servers, web servers, etc.</p>	
58. Compatibility with FCPS computing	<p>Web applications must be accessible using the current and previous two versions of the Google Chrome browsers. If dependent on browser plugins, extensions, or add-ons, those components must also be actively patched by their developers for security issues.</p> <p>Platforms must also be accessible on the Apple iPad and Android-based mobile platforms, whether via a mobile responsive webpage or an App.</p> <p>SSO options available on mobile devices shall be the same as desktop browsers.</p>	

59. Privacy	Where the platform is storing <a href="#">student records</a> , FCPS has legal requirements to establish the confidentiality of FCPS student information. When establishing contracts where the vendor will house student information, FCPS utilizes the <a href="#">Virginia Student Data Privacy Agreement</a> for this purpose.	
60. Targeted Advertising	<p>Where the vendor has students individually identifying data, students must not be exposed to targeted advertising platforms per <a href="#">Virginia Code § 22.1-289.01</a> for EdTech services. Targeted advertising platforms include DoubleClick, Facebook Connect, Twitter, and Bing Ads and cannot be permitted where they receive data <a href="#">FERPA</a> or <a href="#">COPPA</a> considers identifying.</p> <p>FCPS cannot permit exceptions to this requirement for students, including websites that use targeted advertising platforms without displaying ads.</p> <p>The vendor must disclose if these advertising platforms are implemented for staff members.</p>	
61. Disposition	FCPS staff or student data must not be sold for profit or distributed for non-business purposes to any 3rd parties unless explicitly disclosed and agreed upon by FCPS.	
62. Accessibility	Please describe the platform's accessibility regarding Government Section 508 accessibility, such as through a Voluntary Product Accessibility Template (VPAT) or Web Content Accessibility Guidelines (WCAG).	
63. Compliance	If the system accepts credit cards, the vendor shall detail all security controls required for PCI DSS compliance.	

## PRICE SUMMARY SHEET

### Introduction:

This form provides the Offeror with the standard template required to provide pricing information for each service requested in the proposal. The Offeror may insert rows as needed to propose additional services, resources, terms, comments, or other pricing related information. When pricing each section, the Offeror should consider the reference section of the proposal referred to within each section header.

### Section 9.1 - Voice Services

#### Local Exchange Services (Section 9.1a)

Service Description			Non-Recurring Charges (NRC)	Monthly Recurring Charges (MRC)	Additional Charges	Service Delivery (Days)
Plain Old Telephone Service (POTS)						
DID Block (20 Numbers)						
DID Block (100 Numbers)						
Caller ID with Calling Party Name and Number						
Other Local Exchange Services/Features						

#### Long Distance Services (Section 9.1.b)

Service Description	Billing Increment	Cost Per Minute	Non-Recurring Charges (NRC)	Monthly Recurring Charges (MRC)	Additional Charges	Service Delivery (Days)
InterLATA						
IntraLATA						
Intrastate						
Interstate						
International (itemized by Country)						
Other – List other LD Services						

**Toll-Free Inbound Services** (Section 9.1.c)

Service Description	Billing Increment	Cost Per Minute	Non-Recurring Charges (NRC)	Monthly Recurring Charges (MRC)	Additional Charges	Service Delivery (Days)
Toll-Free Inbound						

**Audio Teleconferencing** (Section 9.1.d)

Service Description	Billing Increment	Cost Per Minute	Non-Recurring Charges (NRC)	Monthly Recurring Charges (MRC)	Additional Charges	Service Delivery (Days)
Audio Teleconferencing						

**Section 9.2 – Transport Services**

**Metropolitan Ethernet (E-rate Eligible)** (Section 9.2.a)

Service Description			Non-Recurring Charges (NRC)	Monthly Recurring Charges (MRC)	Additional Charges	Service Delivery (Days)
100 Mbps						
1 Gbps						
10 Gbps						
100 Gbps						
Other Bandwidth Allocations (Please specify)						

**SD-WAN**

(Section 9.2.b)

Service Description			Non-Recurring Charges (NRC)	Monthly Recurring Charges (MRC)	Additional Charges	Service Delivery (Days)
SD-WAN -10MB						
SD-WAN -50MB						
SD-WAN -100MB						
SD-WAN -500MB						
SD-WAN -1GB						
Virtual SD-WAN 10MB						
Virtual SD-WAN 1GB						
Other Bandwidth Allocations ( <i>Please specify</i> )						

**Section 9.3 – Managed Services**

**Dedicated Internet Access (E-rate Eligible)** (Section 9.3.a)

Service Description			Non-Recurring Charges (NRC)	Monthly Recurring Charges (MRC)	Additional Charges	Service Delivery (Days)
10 Gbps						
20 Gbps						
40 Gbps						
Other Bandwidth Allocations ( <i>Please specify</i> )						

**Session Initiation Protocol** (Section 9.3.b)

Service Description	Billing Increment	Non-Recurring Charges (NRC)	Monthly Recurring Charges (MRC)	Additional Charges	Service Delivery (Days)
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1200 sessions						
2400 sessions						
Other sessions allocations ( <i>Please specify</i> )						

**Section 9.4 – Value-Added & Related Services**

**Procurement and Related Services** (Section 9.4.a)

Manufacturer	Percentage Discount
	%
	%
	%
	%
	%
	%



