

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

- 1.1. The purpose of this Request for Proposal ("RFP") is to solicit sealed proposals from qualified Offerors to establish a contract or contracts through competitive negotiation with the County of Fairfax, Virginia (hereinafter referred to as the "County") for the provision of:
1. Holistic end-to-end Offeror staffed and operated turnkey solution for the County authorized Multi-Function Device ("MFD") Program to include MFDs, all related hardware (integrated and standalone), software, support, maintenance and supplies, services, and solutions.
 2. Production Print solution supporting enterprise/industrial grade print shop operation to include production printers, all related hardware, software, support, maintenance and supplies, and related services with an option for complete end-to-end Offeror staffed and operated turnkey solution on and/or off site.
 3. Enterprise Scan solution supporting enterprise/industrial grade onsite centralized and distributed capture, and offsite scanning operation to include production scanners, all related hardware, software, support, maintenance and supplies, and related services with an option for complete end-to-end Offeror staffed and operated turnkey solution.
 4. Records Compliance and Preservation solution to include provision of professional services to support various archives and records management related program needs, projects, and systems of Fairfax County government. This includes services for but not limited to digital conversion of fragile physical format documentary materials, for refreshing of multimedia documentary materials housed on physical devices requiring long-term storage, to conduct or advise on data and content analysis and migrations from legacy systems or document stores, to advise on the design and conduct build-out of newly installed digital records and archives applications, to support large-scale records and archives related events and activities, and to advise on change management for the successful large-scale adoption of archives and records related policies, procedures, and systems.
- 1.2. Fairfax County Public Schools ("FCPS") may opt to utilize this contract for replacement of their existing MFD solution in whole or in part at their discretion; therefore, provisions should be made to offer the necessary solutions to facilitate their needs. FCPS requirements may differ from that of the County. As such should FCPS future requirements change, the successful Offeror(s) shall be required to address their needs; however, their explicit needs are not included in this solicitation.

2. MINIMUM PRE-QUALIFICATIONS:

Offerors at a minimum must meet the following pre-qualifications for their proposal to be considered.

- 2.1. Minimum of five (5) years contiguous experience implementing complete end-to-end Offeror staffed and operated turnkey MFD and/or Production Printing and/or Enterprise Scan and/or Records Compliance and Preservation solutions of a similar nature and magnitude to that being requested, preferably in the public sector (state/local/federal government) in the United States.
- 2.2. Not terminated for cause from any MFD and/or Production Printing and/or Enterprise Scan and/or Archives and Records Compliance and Preservation solutions implementation in the past five (5) years. If terminated for cause within the last five (5) years provide detailed explanation and direct contact information of person(s) responsible for terminating the contract.
- 2.3. Not more than three (3) year since last successful implementation of complete end-to-end Offeror provided and operated turnkey MFD and/or Production Printing and/or Enterprise Scan and/or Archives and Records Compliance and Preservation solutions of similar size and complexity.

SPECIAL PROVISIONS

- 2.4. Offer must be authorized by the manufacture(s) during the last two (2) years to sell and service all proposed solutions and provide evidence of such.

3. PRE-PROPOSAL CONFERENCE:

- 3.1. An optional pre-proposal conference will be held on **June 24, 2022, at 10:00 A.M.** will be held online via Zoom conference call. Offerors wishing to participate will need to register using the following link below:

<https://us06web.zoom.us/meeting/register/tZcud-2vqj8pHNXsGflz9FL134g78olgKLbY>

- 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 RFP. Offerors may submit any questions pertaining to the RFP, in writing to dpmteam1@fairfaxcounty.gov.
- 3.3. Due to occupancy constraints the County will offer two time slots for the on-site tours of the Production Print area. The dates and times will be provided in Addendum 1. Once dates and times are established please contact Yong.Kim@FairfaxCounty.gov to select your firm's desired time.

4. CONTRACT PERIOD AND RENEWAL:

- 4.1. The contract will begin on July 1, 2023 or date of award, whichever is later, and terminate on June 30, 2028. This contract may be renewed for up to an additional five (5) years, one year at a time or any combination thereof, as mutually agreed upon. Automatic contract renewals are prohibited.
- 4.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. BACKGROUND:

- 5.1. **Fairfax County:** Fairfax County is located in the northeast corner of Virginia and has an area of approximately 407 square miles and a population in excess of 1.2 million people. Fairfax County is part of the Washington-Baltimore Consolidated Metropolitan Statistical Area (CMSA). Fairfax County Government is organized under the Urban County Executive form of government (as defined under Virginia law). The governing body of the County is the Board of Supervisors, which makes policies for the administration of the County. The Board of Supervisors is comprised of ten members: the Chairman, elected at large, and one member from each of nine supervisor districts, elected to a four-year term by the voters of the district in which the member resides. The Board of Supervisors appoints a County Executive to act as the administrative head of the County. The County Executive carries out the Board's policies, directs business and administrative procedures, and recommends officers and personnel to be appointed by the Board of Supervisors. Fairfax County Government is headquartered at its Government Center, located at 12000 Government Center Parkway, Fairfax, Virginia. In addition to this main complex, there are more than 300 locations throughout the County. Additional information about the County can be obtained from the County's website (www.FairfaxCounty.gov).

SPECIAL PROVISIONS

- 5.2. **MFD Program:** In 2000 the County established the MFD Program as part of its overall IT portfolio which has grown and matured into a successful, finely tuned, award-winning, internationally recognized program supporting agencies countywide. The County MFD Program has been the reference point and model for several State and Local Governments, Federal Agencies, as well as U.S. based and International Private Sector companies. The County's authorized MFD Fleet can be found in over 500 locations throughout the County (including one in Richmond, VA) from large campuses to small, leased office spaces, centralized public safety facilities to remote group homes, each with various types of operating environments, networks, MFD models, and business requirements. to Copy ratio is 2:1 and One-Third of all output is color. Pages scanned annually is roughly equal to 30 percent of total output. These volumes are exclusive to the County's MFD program and do not include desktop or network printers, Print Services, Fairfax County Public Libraries, or Fairfax County Public Schools. Utilizing County IT infrastructure, employees can securely send documents from computers and mobile devices anywhere in the world to secure pull-print queues or to secure document capture and processing queues for further routing to EMC, CMS, ERP, CRM, FoIP, and MFT systems. County employees also walk up to the MFD to release secure print jobs and perform copy, scan, and fax functions. Meridian Imaging Solutions, a wholly owned subsidiary of Konica Minolta (Meridian), is the current solutions provider for the County's authorized MFD Program providing all MFD related equipment (integrated and standalone), support, maintenance, supplies, software, and related services. Meridian provided software solutions include Kofax Control Suite 1.2.x for cost accounting, print management, document capture, workflow automation, and FMAudit for diagnostics, configuration, monitoring, and reporting. Under the current co-terminus lease, the entire MFD fleet will be removed at the same time. As of July 1, 2021, the County leases the following Konica Minolta Multi-Function devices;

MODEL	QUANTITY
bizhub 360i	140 units
bizhub 550i	100 units
bizhub 750i	10 units
bizhub C360i	140 units
bizhub C550i	100 units
bizhub C750i	20 units

~36,000,000 grayscales and ~14,000,000 color impressions are generated annually by the 510 MFD's listed in the table above.

- 5.3. **Print Services:** As a cost recovery unit within The Department of Information Technology – Document Services Division, Print Services does not obtain any funds from the County General Fund and must recover all associated costs to include hardware, software, maintenance, usage, materials, and overhead costs. Revenue is generated through intra-County billing and invoicing other local jurisdictions and non-profits to recover all associated expenses. Print Services is responsible for Production Print operations provided to County Agencies including Board of Supervisors, County Executive, Fairfax County Public Schools, Fire and Rescue, Libraries, Electoral Board, Health Department, Family Services, Parks, Community Centers, Police, Public Works and Environmental Services, Sheriff, and other County Agencies. Typical documents produced by Print Services include:
- Variable Data Printing (Invoices, retirement statements, pay statements, W2's, 1099's, custom letters, postcards, and general addressing)
 - Emergency response documents to include messages from the BOS, County Executive & Health Department
 - On demand Election support
 - Community Outreach (Saddle-Stitched booklets, Coil bound books, brochures & flyers, newsletters, rack cards, posters, and banners)

SPECIAL PROVISIONS

- Educational Materials (Coil bound books, saddle-stitched booklets, and perfect bound books currently outsourced)
- Parks, Library's & Community Center marketing support (Posters, Coroplast signs (currently outsourced), banners, brochures & flyers, programs for performances & program guides)
- Miscellaneous reports, fliers, NCR forms, etc.

In FY19 Print Services had over 3,000 user accounts within WebCRD and processed over 6,500 jobs, produced 8 million B&W (Black and White) impressions, peak months reaching ~1.5 million. Color printing produced 2.6 million impressions in FY19, some months reaching ~300,000. Offset printing produced 17.3 million impressions. Critical documents responsible for a portion of these impressions include Emergency Response Materials, Election support, 1099's, W2's, Land Development Services invoices, General District Court letters, Agency annual reports and other transactional printing.

The County currently leases or owns the following Production Print devices:

MODEL	QUANTITY
Xerox Color 1000i (lease)	1 unit
Xerox Nuvera 144 (lease)	2 units
Heidelberg QM46 (own)	1 unit
Epson SureColor P8000 (own)	1 unit

Xerox consumables, supplies, and service agreement are included in the current lease. Service and consumables for the Heidelberg QM46 and Epson printers are not under contract and time and materials are procured as needed. Each Xerox Nuvera is equipped with 6 paper trays, high output finisher with staple options and print up to 144 pages per minute (ppm). The Xerox color 1000i is equipped with full width array, 4 paper trays, standard finisher with staple options and prints up to 100 ppm. Each Xerox printers is controlled by Xerox Freeflow. The Epson P8000 prints up to 44" wide and has the capability to print on enhanced matte board. The Heidelberg QM46 press is a 2-color offset press and runs up to 10,000 11"x17" pages per hour. Rochester Software Associates (RSA) WebCRD is the web portal used by County employees to place orders. WebCRD is configured to send directly to the printers with exception programming capability allowing customers to set up most print options on the production printers. Customers can also manage documents within their user profile making it easy for re-orders. Multiple catalogs are used within WebCRD. They are used for easy access to order business cards, envelopes, and agency specific documents. The catalog is maintained by the Print Shop. WebCRD approval process is used for agencies that require management approval for print work orders. QDirect has the capability to direct MFD workflow to Print Services but is currently not being used. RSA ReadyPrint is the makeready software. Capabilities of ReadyPrint include tab creation, exception programming, imposition, and minor file editing. Print Services uses RSA WebCRD as its primary application for managing workflow and reporting. Each job is assigned a unique order number that tracks offset, digital, wide-format and outsourced jobs. Information contained in WebCRD includes job number, contact information, job files, job requirements and billing & shipping information. Custom reports are generated within WebCRD and then exported to Excel for billing purposes. Lytrod Proform Designer is the variable data software where jobs are sent to the Nuvera's. This software is primarily used for mail merge letters, post cards, Jury Questionnaires, and the Reston Community Center Preference Poll. This software is for use on Xerox products only and will need to be replaced with software that will operate on multiple platforms.

Description	Age (years)
O&M Paper Drill	31
Challenge Paper Drill	25
Saber 95 Paper Cutter	19

SPECIAL PROVISIONS

Knorr Paper Jogger	19
Knorr Paper Lift	15
Standard Horizon Collator Stitcher	17
Eastey Shrink Wrap Machine	15
Graphic Whizard Scoring Machine	13
Postmate 3+ Pressure Seal Machine	9
Morgana Business Card Cutter	9
James Burns Koilmatic Punch and Inserter	9
Wexler Banding Machine	8
Standard Horizon Folding Machine	8

- 5.4. **Enterprise Scan:** The County wishes to establish a holistic Enterprise Scan Practice to include centralized and outsourced enterprise scan solutions.
- 5.5. **Records Compliance and Preservation Overview:** Fairfax County government's enterprise archives and records management function resides in its Department of Information Technology (DIT). It is authorized to develop and oversee a countywide program that enables, guides, and monitors the compliant and efficient management of County records across their lifecycle, regardless of format or medium. It is also assigned the "Historic Preservation" line of business with a mandate to identify, preserve, and provide internal and public access to County records with enduring value. The County Archivist directs the Archives and Records Branch and Program and is the designated Records Officer for Fairfax County. As the County Records Officer they are responsible for overseeing county agencies compliance with the provisions of the Virginia Public Records Act and in working in conjunction with the Chief Information Security Officer, the Office of the County Attorney and the County's FOIA Office, supports compliance with other statutory requirements and County policies. As the County Archivist they coordinate and collaborate with allied County agencies, such as the Fairfax County Public Libraries Virginia Room, for the identification, preservation, and access to records with enduring value. The Archives and Records Program utilizes both a physical and digital infrastructure to provide managed and efficient storage and disposal of County records as well as reviews and advises on enterprise and agency-specific initiatives and projects that address, impact or touch on County records. The County is continuing its journey to digitally transform its services and operations, to which the Archives and Records Program is contributing expertise as well as operational and technical frameworks. County Agencies have Records Managers and/or Records Coordinators to implement and oversee internal agency-specific records procedures and processes and are responsible for ensuring agency compliance with any requirements of the County Archives and Records Program, including seeking authorization from the County Records Officer prior to the disposal of any records and review of any decisions to carry out reformatting of records.
- 5.6. **Fairfax County IT Management Overview:** The Department of Information Technology (DIT) establishes standards and architecture for information and communication systems that are implemented in agencies throughout the County. In that role, DIT provides leadership, governance, process, resources, and expertise in approving and deploying information and communication systems and underlying technology, with the goal to increase the efficiency of agencies' services and operations and enhance citizen access to County information and services. The Director of DIT is also the County's Chief Technology Officer (CTO) and has authority for strategic leadership for technology investments, and direction in deployment of technology countywide. The CTO also has the responsibility for implementing policy and ensuring that County IT plans and projects are implemented in a manner consistent with principles of standardization, scalability, security, and supportability. The CTO has the responsibility for ensuring these policies and plans help enable County efficiency and cost-effectiveness, promote open government, and are in alignment with the objectives of the County mission and vision elements.

SPECIAL PROVISIONS

The County's IT portfolio encompasses an array of systems, plans, and procedures covering the full spectrum of information services. Descriptions of the County's enterprise IT architecture, standards, and platforms are provided below. Vendors working on implementation of systems that are integrated into the County's IT environment must use these or updated standards and the manufacturer recommended specifications for that solution.

- 5.7. **Enterprise Information Technology Environment Overview:** The County developed an approach to its IT architecture that maximizes the return on IT investments and emphasizes and ensures reliability, scalability, and security, while promoting standards-based acquisition that can be adapted across the enterprise. DIT operates a central, enterprise-wide technology infrastructure that includes communication networks, server and client platforms, operating systems, software, databases, enterprise email and messaging systems, (i.e., office productivity, collaboration), document imaging platform, storage platform, and other supporting software and tools (i.e., middleware integration, security, system management, and performance monitoring) to implement and support line of business applications. In addition, technology infrastructure is the base for providing essential services (i.e., authentication, storage, file sharing, network addressing, directory, remote access, etc.) that are necessary to implement technology solutions that address validated business and technical requirements and allow for efficient integration of additional infrastructure services and new technologies into the enterprise. Providers should reference these standards when developing responses to IT system solicitations. The IT Plan is available at <http://www.fairfaxcounty.gov/dit/itplan/>.
- 5.8. **County Information Systems Requirements:** Information systems delivery and management is governed by an Architecture Review Board and other program specific committees that are chartered to advise and/or direct development efforts and promote conformance to a variety of standards including but not limited to those referenced in the IT Plan. In general, solutions must meet the following requirements:
 - 5.8.1. Enterprise Standards: The proposed solution must adhere to County IT Enterprise Architecture and Standards. The County standards are consistent with those being adopted by large, complex enterprises of similar scope, scale, and portfolio diversity and industry best practices that enable interoperability across disparate systems. Often County applications are non-generic varieties specific to local government requirements and/or market and may require interoperability with state and federal processes, thus the County standards include standards being promulgated by the federal government. Corporate applications will typically use industry best of breed that has government focused versions.
 - 5.8.2. Application Platforms and Architecture: The County has adopted the .NET platform for new development and interfaces utilizing XML-based Web Services. The County prefers to use its selected standard enterprise tools for application integration over any proprietary or non-conforming approach in bridging systems and exchanging data.
 - 5.8.3. Application Integration and Interoperability: The County uses a services-oriented architecture with set standards for publishing, consuming, and orchestrating services. Generally speaking, the County prefers to use its selected standard enterprise tools for application integration over any proprietary or nonconforming approach in bridging systems and exchanging data.
 - 5.8.4. E-Business Integration: County E-government strategy is to enable and empower a citizen centric government whereby citizens, businesses, other government entities, and employees can access government information and value-added services at any time and from anywhere. The County has adopted an architecture that enables the dynamic sharing of services for Government-to-Government (G2G), Government-to-Business (G2B), and Government-to-Citizen (G2C). The Service Oriented Architecture and the use of Extensible Markup Language (XML) is the County's preferred methodology for providing these service integrations.

SPECIAL PROVISIONS

- 5.8.5. Web Platform: The County has standard templates that are required for its websites to provide maximum consistency and compliance across applications and content. Any hosted applications and COTS applications will be required to incorporate the County templates as the user interface design in presenting their screens through the public Web. DIT will provide the templates and technical guidance for implementation. Any intranet solution will be required to integrate with SharePoint and .NET Framework.
 - 5.8.6. County Intranet ('FairfaxNET'): The County intranet is designed based-on the SharePoint Framework. FairfaxNET is the portal for employee access to County applications.
 - 5.8.7. RDBMS Platform: The County standard database is Microsoft SQL Server (latest release) on Windows-based servers. All database-related components of the solution (e.g., tables, stored procedures, scripts, XML schema, and related information) must be fully accessible and available for supportability by central DIT. COTS solutions must be developed and configured using prescribed standards for SQL running in a virtual environment.
 - 5.8.8. Enterprise Messaging: Microsoft 365 Government that includes Microsoft Exchange, Microsoft Teams, and serves as the County's messaging and collaboration software, supplying E-mail, calendaring, tasks, and contacts to Microsoft Office 365 Outlook local and web access clients.
 - 5.8.9. Storage and Backup: For server-based applications and systems, the County currently uses storage area network (SAN) or network attached storage (NAS) and similar technologies from NetApp and Nutanix. Rubrik is utilized for secure enterprise backup and ransomware recovery while Zerto provide failover and disaster recovery.
 - 5.8.10. Analytics and Reporting: The County currently uses several industry standard reporting tools associated with COTS solutions. The County prefers that new solutions are compatible with its current environment in relation to standard report products and minimize the use of embedded and proprietary tools as the sole means of producing management and operations reports. Any such components need to be replaceable with the County's standard reporting and analysis solutions as needed. Also, the County prefers to isolate the reporting environment from the transactional system so that report analytics and deep system interrogation can be accomplished while in production mode without affecting user system performance experience.
- 5.9. **Enterprise Data Communications Network**: The County's Enterprise Data Communications Network serves as the data communications backbone that provides countywide access to information technology resources. Operated by the Department of Information Technology infrastructure Division, the Enterprise Data Network connects approximately 16,000 computer devices in over 300 locations. The County standard network protocol is TCP/IP. 100 GigE is the standard backbone speed, 10 GigE to servers, and 1 GigE to desktop and tablet computers.
- The Enterprise-Wide Area Network (WAN) is built of two different architectures. The Institutional Network or I-Net is a dark fiber ring via multiple 10 Gigabit DWDM fiber optic backbone over seven hub sites and two key resource centers. The I-Net also employs MPLS (Multi-protocol Label Switching)/VRF (VPN Routing & Forwarding) to allow I-Net to service many types of diverse data traffic whether it is County, public access, public safety, government/schools partner enterprise, and general government partners. The new County voice platform (Avaya) runs over the I-Net with VoIP capabilities available for voice/data integration requirements. The remaining WAN sites are supported via Verizon ATM and TLS services.
- The various wireless technologies, both commercial and 802.11x, are rapidly expanding throughout the County's network. NetMotion is used to allow seamless mobility between wireless architectures and to provide a secure VPN tunnel. All supported network systems are

SPECIAL PROVISIONS

- based upon open standards and compliance with published standards for any network-connected device or system.
- 5.10. **Voice Communications Network:** The County's Voice Communications Network supports over 30,000 end points providing voice communications services to all County agencies, as well as various affiliates via County owned systems located in buildings throughout the County. These systems connect via telephone company lines and several direct County-owned connections are managed centrally through the network, supporting local and long-distance calling, call centers, IVR (Interactive Voice Response) systems, voice mail, conference bridging, audio-video teleconferencing, hot-lines, special '800' numbers for specific programs, industrial systems monitoring devices, and residential services for County-operated group homes and apartments. The County's new IP-based telephony platform can enable integration with enterprise messaging and data platforms. With its ability to leverage the cost saving technology inherent with the County's Fiber Optic Network (I-Net), as we migrate most of our Avaya phones toward Microsoft Teams and Anywhere 365 our new platform has been able to more fully exploit the broadband capability that the County's fiber network provides. VoIP will facilitate integration of voice and data integration for supporting telework.
- 5.11. **Systems Development and Life Cycle (SDLC):** Any system component that requires design and development effort shall follow the County's SDLC standards. Please reference: <http://www.fairfaxcounty.gov/dit/sdlcs.htm>.
- 5.11.1. Deliverable documentation must meet standards for content as well as for quality when such requirements exist.
- 5.11.2. The County must have unrestricted use to reproduce and distribute any deliverables and documentation for any internal needs. In addition, the County must be permitted to distribute deliverables at its discretion to a third party to enable independent verification and validation.
- 5.11.3. The delivery of any proposed solutions must fully conform to the County's change management process and requirements. In general, County staff will manage and promote changes to the production environment only upon clearance through a change management process. Direct access to the production environment is generally prohibited except for vendor-hosted solutions.
- 5.11.4. The County has adopted the use of virtual machine (VM) technology for most pre-production environments except mainframe applications. Proposed solutions must be compatible with this approach.
- 5.11.5. All solutions whether COTS or hosted must meet Fairfax County IT Security Policy and HIPAA, PHI, PCI, PII and other data privacy requirements.
- 5.12. **Security Infrastructure:** The County has implemented a CISCO "Safe" architecture dividing our perimeter into five business groups:
- A. E-Commerce: Supports all public facing web services providing access to County resources for both citizen and businesses.
 - B. Internet Access: Controls County employee access to the internet and allows for content and virus scanning.
 - C. Partners: Allows connections to external "Trusted Partners" to include other Fairfax County entities, Commonwealth of Virginia, as well as public safety connections for several adjoining jurisdictions. This module also supports remote access to the County via VPN to a secure portal using SecureID cards for authentication.
 - D. Emergency Operations: Supports a secure connection for the County's Emergency Operations Center providing IT resources to the Department of Emergency Operations.

SPECIAL PROVISIONS

E. **Public Access:** Serves the County's Libraries and Community and Recreation Services.

- 5.13. **Security Standards and Policies:** All agencies and persons that may develop, implement, or use County information systems shall abide by requirements and procedures established by the County's Information Technology Security Office as authorized by the County Executive. Adherence to all other policies, practice standards, procedures, and guidelines issued in support of these policy statements is mandatory. Where specific standards and procedures for a policy have not yet been established and documented, all persons with access to County information systems are expected to follow the principles of this policy as well as apply caution in all efforts to safeguard County information, equipment, and data. Additional security requirements are stated later in this document. To read the County's policy, go to https://www.fairfaxcounty.gov/informationtechnology/sites/informationtechnology/files/assets/security/pm70-05_01.pdf.
- 5.14. **Variations:** Variations from the architecture and standards may present a barrier to the sustainability of the County's integration and interoperability posture and may be reviewed with prejudice. All Offerors must specifically disclose all aspects of the proposed solution which vary from the documented standards and desired architectures and provide approaches for consideration regarding the manner in which non-standard components may be integrated.

6. STATEMENT OF REQUIREMENTS:

6.1 MULTI-FUNCTIONAL DEVICES REQUIREMENTS:

- 6.1.1 **MFD Overview** – The County desires a turnkey solution where the offeror provides, operates, and manages a complete end-to-end solution to include hardware, support, maintenance and supplies, software, and related services. A hybrid model will also be considered where the County may opt to directly or indirectly and at various levels, support Offeror provided solutions. Either solution can be accomplished through a mix of dedicated on-site, in-field, and remote support personnel. As part of the turnkey solution, software is needed for cost accounting, transactional-based document capture and workflow automation, monitoring/reporting/diagnostics/configuration tools, as well as any value-added services to assist with fleet transition and life-cycle management. Security, environmental impact, and cost savings are also important elements that should be addressed. County employees need the ability to remotely send documents from a computer or mobile device to the MFD's which are connected to the County's TCP/IP network. In the County's Microsoft Active Directory Federation Services (AD FS) environment, print servers will be built on VMware virtual servers running Microsoft Windows Server 2019/2022. County employees also need the ability to walk up to the MFD to release secure print jobs and perform scan, copy, and fax (including POTS, DID, and FoIP current RightFax) functions. Solutions should be easily implemented, supported, and maintained with minimal interruption to the services the County provides its customers, while meeting a variety of requirements now and providing the necessary architecture for the County's future needs. Offeror will provide full detailed technical specifications for each piece of equipment or software proposed. All solutions should be tested and proven in a like sized organization and environment prior to implementation in the County and should be plug-and-play from day one and deemed satisfactory by an authorized Fairfax County representative.
- 6.1.2 **MFD Hardware Requirements:** Hardware is the very core of the MFD Fleet, each device will be connected to the County's TCP/IP network, should be reliable, easy to use, intuitive, and perform all industry standard functions including print (duplex output required), copy, scan, and fax. Uptime is important therefore key performance indicators such as mean-time between failures, number of impressions between scheduled maintenance, recommended monthly volume, and the like should be discussed. All MFD's must provide true concurrency/multi-tasking across all functions simultaneously and should be explained in detail (explain job interrupt feature also). Offeror advertised print/copy/scan/fax speeds will be tested for accuracy including

SPECIAL PROVISIONS

through all attached finisher and optional components, so known discrepancies should be indicated and explained by offeror in the technical response. Industry awards from BERTL (Business Equipment Research and Test Laboratories), BLI (Keypoint Intelligence – Buyers Laboratory Inc.), and the like should be cited. Convenience feature such as hot-swappable toner and replacement of paper while engine is running are desired. An HID Proximity Card reader should easily integrate with each MFD to allow authentication with AD FS and LDAP. Security is essential therefore data encryption and overwrite features for devices equipped with non-volatile memory should be standard. Indicate additional security features. MFD's will preferably be equipped with ≥ 1 GHz CPU and ≥ 8 GB RAM. Noise level is also a concern and solutions offered should meet the following dB (A) SPL requirements; <40 dB (A) SPL standby, <65 dB (A) SPL continuous run, <75 dB (A) SPL peak. In addition, each MFD should be capable of the following minimum requirements:

- A. **Network:** Each MFD base unit should comply with Institute of Electrical and Electronics Engineers (IEEE) 802 standards, be Simple Network Management Protocol (SNMP V2 and above) manageable and support the following protocols: Transmission Control Protocol/Internet Protocol (TCP/IP) (Preferred), System Network Architecture (SNA and SNA/3270), and Appletalk/Bonjour. Each device should allow for wired connection and wireless connectivity whether it be NFC, Bluetooth, Wi-Fi 802.11 g/n/ac/ax or a combination of these wireless technologies with native Apple AirPrint being preferred.
- B. **Print:** Current print output from MFD Program devices has risen from 15% to 65% of total County output over the last ten years. All MFDs must be capable of and defaulted to duplex printing. Required minimum resolution is $\geq 600 \times 600$ dpi ($\geq 1200 \times 1200$ dpi desired). Finisher requirements are covered later in this section. Further print requirements include:
 - 1. Drivers: Type-3/V3 and Type-4/V4 drivers should be bi-directional supporting; Microsoft Windows 10/11/2019/2022 32 and 64-bit versions, Azure Virtual Desktop, Citrix, Solaris 10, Mac OS 10.x/11.x/12.x. Driver must communicate with MFD and allow County users all available finishing options whether printing direct or through a follow you/me print solution.
 - 2. Page Description Language (PDL): Should support auto switching within the document for PCL 5/5e/6, PostScript 3, PFD, and TIFF.
 - 3. Host Interfaces: Should include 1000Base-TX, IEEE 802.11 g/n/ac/ax and USB 3.x. Options for NFC and Bluetooth are a plus.
 - 4. Network Protocol: Should encompass IPv4, IPv6, and support Raw IP (Port 9100), LPR/LPD (Port 515), IPP (Port 631) print protocols.
- C. **Scan:** This function is crucial to the County digital transformation efforts. Software (covered later) plays a major role in maximizing the capabilities of these network attached MFD's. Standard scan capabilities should include color and grayscale document capture through the >100 sheet Automatic Document Feeder (ADF) capable of 40-160 g/m mixed size originals in a single batch ranging from 5.5" x 8.5" to 11" x 17" at >600 x 600 dpi. Originals scanned from the platen will range in size up to 11" x 17" and may include hardbound books >3" in thick.
- D. **Copy:** As stated previously the County is moving more toward electronic documents but as of today this function accounts for ~33% of total output. This feature is needed by agencies where currently paper output is still a requirement. Standard copy capabilities should include single pass duplex >100 sheet Automatic Document Feeder (ADF) capable of 40-160 g/m mixed size originals in a single batch ranging from 5.5" x 8.5" to 11" x 17" at >600 x 600 dpi in quantities from 1-999. Originals copied from the platen will range in size up to 11" x 17" and may include hardbound books >3" in thick. Reduction and enlargement features should include variable zoom from 25% - 400%, auto reduction and enlargement to fit selected paper size, and user presets. Other features such as auto size

SPECIAL PROVISIONS

sensing, auto paper select, auto tray switching and output to 1:1, 1:2, 2:1, and 2:2 should be included.

- E. **Fax:** Each MFD should be capable of faxing via POTS, DID, and/or FoIP either as a standard or optional function and at a minimum be capable of; sending/receiving at $\geq 200 \times 200$ dpi, store up to 100 pages in memory, 100 speed dials, store incoming fax(es) or output paper, and store transmission report(s) or output to paper. Function should be compatible with existing RightFax solution.
- F. **Control Panel:** Ergonomics is paramount. The user interface should be user friendly, have a consistent look and feel across fleet with large easy to read buttons (preferable backlit) and high-resolution color touch screen with intuitive navigation menu. The high-resolution color touch screen must be customizable and allow for third-party software integration and display customization. An optional built-in or external keyboard is a plus.
- G. **Paper Trays:** At a minimum MFD segments 3-6 should have a standard capacity of >2000 sheets across a minimum of three separate paper trays with customer adjustable trays accepting #10 envelopes, paper types from plain to cardstock and virgin $\geq 100\%$ recycled content, paper sizes from $5.5" \times 8.5"$ to $11" \times 17"$ and paper weights from 16 lb. - 110 lb. (16-34 lb. through standard trays and up to 110 lb. through the bypass tray). Intelligent tray switching and the ability to load paper while job is running are desired.
- H. **Finisher:** Standard built-in or add-on finisher should be capable of collating >250 sheets and Stapling >100 sheets. Advanced Finishers with features such as >200 sheet stapler, 2 and 3 hole-punching, folding, saddle-stitch booklet-making, and post process insertion should be available for segment 4-6 devices.
- I. **Optional High-Capacity Paper Tray:** In addition to the standard built-in paper trays an optional high-capacity paper tray/deck/feeder with a >2000 sheet capacity should be available for MFD's in segments 4-6.

6.1.3 **MFD Software:** Software unleashes the true capability of the MFD's while enabling them to be easily administered from anywhere on the network and therefore is a key component to the MFD Fleet. Cost accounting, print management, workflow automation, diagnostics, configuration, monitoring, reporting solutions, and security features such as data overwrite should be addressed. Scanning software should accommodate scanning to a variety of image/document management applications. Print drivers and solutions offered should be compatible with current County IT standards. It is desired that the County's ITIL compliant IT Service Management (ITSM) solution (currently ServiceNow) serves as the system of record for all related service requests, and it is preferred that the Offeror solution integrate with ServiceNow. All data will become the sole property of the County when the contract is terminated or renewed. All solutions implemented should be architected to allow for high-availability, load balancing, clustering, and failover capability to permit operational continuity and negate or minimize end-user/enterprise solution downtime.

- A. **Cost Accounting:** There are several reasons the County desires to continue using an enterprise cost accounting solution from; print management to security, cost cutting to charge back, and productivity to waste reduction to name a few. The solution should be cost effective, robust, and easy to use. Reporting capabilities should include detailed and summary (dashboard) level, historical data by day, week, month, year, and lifetime, activity by - date, device, user, department, cost center, function, document name/origin, output media, destination, page count, cost, and top 10/25/50/100 user defined custom reports. Solution should be capable of; tracking MFD usage (and potentially existing print device), authentication from MFD to AD FS Integration/LDAP via HID Proximity Card Reader and manual logon, ability to physically release secure print job(s) from any

SPECIAL PROVISIONS

MFD via HID Proximity Card and manual logon, ability to set quota by user, device, department/billing code, option for popup message informing user of print cost then automatically or with user intervention redirect print jobs to lower cost devices. Potentially integrate with County's SAP solution.

- B. **Document Capture and Workflow Automation:** This solution should be a centrally managed, transactional based, document capture workflow automation tool accommodating scanning to a variety of image/document management applications including; Microsoft 365 SharePoint Online, OpenText Content Server, Documentum 5.x/6.x, Microsoft Dynamics 365, Laserfiche, IQ, network shares, (Windows Server 2019/2022 AD FS environment), E-Mail (Microsoft 365 Exchange and Microsoft 365 Outlook), Desktop (32/64bit versions of Windows 8.x/10/11), Fax/RightFax, and MFT/Axway. Scan options should include Optical Character Recognition (OCR, OMR, ICR, and IWR) to PDF, TIFF, Microsoft 365 Office formats, encryption and decryption, auto redaction, form recognition, barcode, and image processing, and use of existing PKI/Certificate (digitally sign and encrypt) for secure email transport from MFD is a huge plus. Solution should be capable of; ability to customize MFD control panel based on user authentication, automation of forms processing, redirect incoming faxes to department and user level network folder or email account and sending email notification of received fax with hyperlink to document location.
- C. **RightFax:** Present a plan to integrate existing RightFax software (version 16.x-21.x) with each MFD as part of a holistic solution to assist the County in its 'Go Green' initiative and reduce spending. Where possible, POTS lines should be converted to DID's but a totally IP based solution would be ideal. Present a plan to integrate RightFax with transactional based document capture and workflow automation tool.
- D. **Monitoring, Reporting, Diagnostics, and Configuration:** The fleet should be proactively monitored by an intelligent, real-time solution to mitigate real or potential fleet related issues (supplies, maintenance, repairs, etc.), trigger creation of an ServiceNow ticket (County's ITIL compliant ITSM solution) and notify and dispatch offeror support staff. Reporting capabilities should allow high level (dashboard would be nice) as well as very detailed reports (i.e., performance metrics, customer satisfaction, performance trends, variance between the reported measures and actual performance standards, etc.) and offer output to a variety of formats, i.e., Word, Excel, PDF, HTML, XML. As fleet issues arise ideally, they would be remotely diagnosed and resolved where possible. When MFD configuration requirements and directives change, a centrally managed solution that can quickly and easily push changes to the fleet wins out over having to physically visit each device. The preferred solution would encompass all areas in a single, cost effective, easy to use, unified software package.

- 6.1.4 **MFD Service and Support:** The successful Offeror will provide their turnkey service and support solution to the County. Offeror will serve as backup to the County Service Desk for all service-related communications. It is desired that the County's ITIL compliant ITSM solution (currently ServiceNow) serve as the system of record for all related service requests. Level and quality of service is a key differentiator in competitive markets; therefore, Offeror should align service improvements with the County's long-term vision and goals, while keeping the County's interest at the center of the decision-making process. Documented policy should be linked to clearly defined process and procedure and made available upon request. Support Engineers should receive continuous training, perform regular brain dump/knowledge transfer sessions, etc., to better serve the County. Established support levels should be clearly defined and communicated. The most important on-going mission the Offeror has is finding and closing the gap between County expectations and level of service being delivered. Open and honest communication is a key to a good relationship and should be actively practiced. The County reserves the right to have Offeror staff replaced if their work is

SPECIAL PROVISIONS

unsatisfactory; or if their behavior is perceived disruptive to our work environment; or if a staff member becomes ill; or if the assigned individual is no longer suitable for the assigned tasks; or if for any other reasons the assigned work tasks are terminated. The County will not assume any responsibility or liability for personnel actions taken by the Offeror should such a replacement be required.

- A. **Account Management:** Basic Offeror provided account management should include: regular management reviews of support history and open support requests, priority handling for feature requests submitted to Offeror, monthly reporting on support issue, case history, and established metrics, Technical Account Manager on-site a minimum of twice a month, and full-time professional services resource providing coordination, communication, and technical consultation services until issues are resolved. Offerors should present their plan for; long-term customer support and satisfaction strategy, measuring and reporting customer (County employees) satisfaction, implementing a service request escalation and issue resolution process, and a plan for identifying, implementing, and measuring business process improvements. The County desires timely access to all Offeror records related to the contract awarded.
- B. **Fleet Transition:** The successful Offeror shall be solely responsible for all planning and activities surrounding and related to the transition from the County's existing MFD fleet to the Offeror's proposed solution. Offeror should have complete solution implemented within three (3) months of complete fleet refresh or one (1) month from date of procurement submission to offeror. Offeror will continually interface and coordinate with County and existing vendor to completion. Removal of existing MFD fleet must be concurrent with the installation of new/upgraded solutions. Software solution should be in place, tested and fully functional to the satisfaction of the County before hardware is rolled out. All devices must be clearly labeled to show the Offeror's; support and supplies contact information i.e. phone number, email address, QR code, etc. No cost will be incurred by the County for any/all related fleet transition planning and activities. A detailed, easy to read plan must be presented free of ambiguity describing how this is to happen.
- C. **Service Level Agreement:** Offerors should submit a Service Level Agreement (SLA) describing in minute details the services and service level(s) being offered (provide evidence and detailed results of SLA for like sized organization). MFD solution uptime should remain at $\geq 95\%$ during County hours of operation (M-F 7:00 AM to 6:00 PM ET for most facilities and 24/7/365 for others). Uptime is defined as simultaneous full functionality of all features in implemented solution. Offeror should describe in detail how uptime is calculated.
- D. **Response Time and Restoration of Service:** For purposes of this requirement Response Time is defined as the amount of time taken between County service request submission and Offeror's response to County providing the following: service request/ticket reference number, estimated time to restoration, brief synopsis of action taken if any, and collection of additional information as necessary. Restoration of Service is defined as returning a device or system to its fully operational state. 24x7x365 four (4) clock hours on-site response and restoration of service time should be provided to "First Responders" (Police, Fire, Sheriff, Emergency Management, etc.) and other designated devices serving critical County operations (at no charge to the County). 24x7x365 web and phone support should be offered as needed. 11x5 on-site support (7:00 A.M. to 6:00 P.M. ET weekdays, excluding County holidays) with overlapping shifts to provide maximum staffing during the hours of 8:00 A.M. – 5:00 P.M. is required. Offeror will accept and provide the same Response and Restoration of Service times for service requests submitted via web, email, phone, text/chat, written, and verbally. Response time within two (2) business hours and Restoration of Service within twenty-four (24) clock hours (or forty-eight (48) clock hours if parts are required) of

SPECIAL PROVISIONS

service request submittal should be guaranteed. The end user should remain informed and receive regular updates.

- E. **Support Staff:** The successful Offeror shall furnish the appropriate level of on-site, in-field, and remote support staffs to ensure the County's needs are met. Offeror personnel are to comply with all applicable County policies. Offeror on-site personnel dedicated to serving and supporting the County are to devote their full-time, attention, and efforts to the County and no other entities. Offeror must provide adequate Support Staff to backfill planned or unplanned personnel outages. It is preferred that a portion of the support remain static to foster a synergistic working relationship among the Offeror and County employees. Static staffing of the Courthouse/Massey Complex is a must. The Offeror's staff must determine if the problem is hardware, software, or network, etc. related and immediately coordinate the dispatch of the appropriate service organization and rule out all Offeror solutions before engaging the County's IT Staff. Support Staff expected duties include but are not limited to;
- I. Receive and action service requests while in the field to an Offeror provided mobile device and be equipped to receive voice, text, service/support app, and hard copy where available/applicable.
 - II. Monitor and action device alerts, response/restoration of service time and equipment uptime. Provide report by machine for all service actions as requested by County.
 - III. Physically visit each MFD at least every two weeks and perform a comprehensive inspection.
 - IV. While visiting the MFD, Offeror Support Staff will meet with site contact(s) to understand specific support issues, training needs, and other requirements then communicate findings to the proper County representative(s).
 - V. Provide same day (emergency or otherwise) supply deliveries and installation as needed.
 - VI. Deliver, unpack, and install all goods and services. This includes, but is not limited to, the following: checking the equipment for proper operation, loading paper, and/or supplies, enabling network connectivity, removing all shipping materials, and disposing of or recycling applicable materials.
 - VII. Perform key-op training for all HW/SW solutions.
 - VIII. Provide as needed, comprehensive product training to all County personnel to include walk-up, network, desktop client functions. Describe measures for ensuring all end users are properly trained on solutions implemented.
 - IX. Offeror will work with the County to provide, install, and configure all relative software (drivers, applications, etc.) throughout the life of the contract.
 - X. Manage equipment moves for the life of the contract.
 - XI. Maintain, monthly, 100% accurate equipment inventory list to include the following information: model, serial number, IP address, hostname, MAC address, street name, street number, floor, suite/office number, room number, city, zip code, install date, County Agency name, customer focal point – name/telephone number, meter read, number or service calls, and percentage of uptime.
 - XII. Other duties as assigned.
- F. **Maintenance and Supplies:** The successful Offeror will provide their turnkey maintenance and supplies (including preventative and scheduled) solution to the County. It is desired that frequently used field replacement units (FRU's) and supplies shall be identified and stored at County facilities identified for storage at no cost to the County. Offeror will be solely responsible for all service, supplies, maintenance, repair, upgrade, and replacement of solutions implemented. Likewise, the Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary to complete the work; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work;

SPECIAL PROVISIONS

(c) provide and perform all necessary labor; (d) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions and the resultant agreement in the most timely, effective, efficient and economical method possible while maintaining a high level of customer service and satisfaction and to the satisfaction of an authorized Fairfax County representative. Offeror will describe in detail how maintenance, repair, upgrade, and replacement have been successfully provided to a like-sized organization and provide evidence. Offeror must provide service credits (device and paper) for impressions made during maintenance and service calls.

- I. **Paper:** The County requests the option to purchase Offeror branded paper (virgin to 100% recycled content) the majority of which will be 8½"x11" 20# to 24# plain paper but also include 8½"x14" and 11"x17". Offeror should specify the range of paper weight and recycled content necessary for optimal performance, reduced maintenance, and minimal downtime of the MFD Fleet. Offeror should present a solution for paper reduction, management, and distribution, including, plans to ensure paper intended for use in the MFD Fleet is not used for purposes outside the MFD Fleet.

- G. **Education, Training, and Communication:** There is a perpetual need in all three areas; therefore, the successful Offeror will be solely responsible for all education, training, and communication of solutions provided by the Offeror. Likewise, the Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary; (b) furnish all materials, supplies, and equipment specified; and required; (c) provide and perform all necessary labor; (d) provide all equipment operation training as specified, and (e) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement in the most timely, effective, efficient, and economical method possible while maintaining a high level of customer service and satisfaction at no cost and to the satisfaction of an authorized Fairfax County representative. Explain in detail how education, training, and communication have been successfully provided to a like-sized organization, providing evidence of such. Explain in detail the proposed education, training, and communication solution, including, policy, process, and procedures. Examples should include virtual (i.e., Microsoft Teams Meeting), on-site use of County Board Auditorium for large scale instructional and hands-on training to County Agency IT Analyst and solutions for training the County user community to include on-site location specific training. Training will occur throughout the life of the contract therefore pre and post implementation training should be addressed as well.

- 6.1.5 **Defective Equipment:** In the County's judgment, if equipment is deemed unsatisfactory, a "lemon", is not completely operational (all equipped functions working simultaneously), or out of service for more than two business days, the Offeror will replace such equipment (hardware or software) with the same or better, including all services and materials necessary to restore all functionality at no cost to the County. The County has the right to inspect replacement equipment and deem it satisfactory or unsatisfactory. If replacement equipment is ever deemed unsatisfactory, a lemon or is not completely operational providing the same functionality as the original for more than two business days, the Offeror at no cost to the County will continue to replace all associated equipment with 100% new unused equipment (used, rebuilt, refurbished, remanufactured, newly manufactured, factory produced new model equipment and the like are not acceptable) of similar or greater capabilities until restoration of all functionality is deemed satisfactory by an authorized Fairfax County representative.

- 6.1.6 **Technology Refresh:** Technology Refresh is defined as the introduction of a 100% new hardware in any class/category by the successful Offeror after the initial placement of equipment under this contract. The County reserves the right at its sole discretion to

SPECIAL PROVISIONS

invoke this clause at any point in time during the contract period and have the successful Offeror replace the existing hardware with the new product (to include installation, integration, and deemed satisfactory by authorized County agent) at no additional cost to the County. The Offeror should include with the proposal documents what the provisions of their Technology Refresh clause will include. Offerors who offer a Technology Refresh Clause that ensures the County will have the most recent hardware at its disposal during the entire length of the contract period will be more favorably considered in the award process (note that all software upgrades that do not necessitate corresponding hardware upgrades will be automatically provided by the successful Offeror in a timely fashion (≤ 1 month after release) at no cost to the County). There will be a Technology Refresh at the end of each contract period should the County decide to renew/extend the contract, at which point the Offeror has up to three (3) months to refresh the entire fleet. If new models become publicly available within the first year of contract and are intended to replace or succeed models the County is currently leasing, the County has the right to replace any/all older models with the new model at no additional charge.

6.1.7 **Green IT:** Discuss how the offering will help the County in its “Go Green” initiative, specifically sighting the differences between the County existing solution and Offeror’s proposed solution. Indicate special recognition or industry awards received in this area. Suggested items to address include:

- A. Green design
- B. Environmental benefits
- C. Waste generated (packaging and consumables)
- D. Recycling efforts
- E. Use of recycled paper (30-100%)
- F. Carbon footprint and planned Carbon Natural date
- G. Environmental Impact tracking software
- H. 2019 ENERGY STAR qualified
- I. Energy Consumption / Power modes
- J. ISO 14000 family i.e., 14001, 14001:2015, 14004:2016, 14005:2019
- K. Electronic records retention for life of contract

6.1.8 **Security:** Two main areas of focus here are personnel and implemented solutions.

A. Personnel: The Offeror will provide proof and results of background checks (email or hard copy to an authorized Fairfax County representative) at the Offerors’ expense for Offeror and Offeror related personnel who work in a County owned/leased/rented facility. Background checks should be performed annually and at a minimum include:

- 1. Social Security Number (SSN) – Trace and Verification
- 2. US Department of Treasury – SDN List and OFAC Sanctions Program
- 3. US Department of Justice – National Sex Offender Registry
- 4. Criminal Records – Felony conviction in last ten (10) years
- 5. Drug screening – Fairfax County is a Drug Free Zone

B. Solutions: Hardware, software, and network security is an ongoing requirement. Documents with privacy requirements need to remain private. Describe how the proposed solution will ensure the County is never compromised as a direct/indirect result of implementation. The County requires a certificate of destruction for all memory devices when removed from the County. Indicate special recognition or industry awards received in this area. Also note that all real or potential security vulnerabilities must be reported to the County immediately and rectified ASAP. Items to address include:

- 1. Federal compliance i.e., HIPAA, PHI, PCI, PII, FedRAMP, etc.
- 2. State compliance i.e.,

SPECIAL PROVISIONS

<https://lis.virginia.gov/cgi-bin/legp604.exe?212+sum+HB2307>

3. County compliance i.e.,
https://www.fairfaxcounty.gov/informationtechnology/sites/informationtechnology/files/assets/security/pm70-05_01.pdf
4. Coordinated Intrusion Detection/Prevention/Remediation
5. Dynamic Incident Detection/Response/Remediation
6. Dynamic monitoring and alerting
7. Access control
8. Audit trail and logging
9. Data encryption and overwrite
10. IEEE certifications

6.1.9 **Billing/Invoice:** Billing will not begin until the last unit is in place, working satisfactorily, and approved via signature by an authorized Fairfax County representative. Invoices are to be sent monthly, clearly marked, easy to read, and include separate detailed line items for: hardware, software, labor/support, services, and supplies. Hardware line items for each model should include the following columns: unit description, number of units, price per unit, and total price. Similarly, software, labor/support, services, and supplies should be broken out into detailed columns. The invoice should also include a grand total of all solutions purchased. It should be clear and easy to determine what is being paid for. An itemized amortization schedule should be supplied at lease inception then annually on May 1st and as equipment is added or removed. Continued efforts should be made to automate this process with the County's current and future systems. Failure to comply could mean delay of or non-payment of invoice without recourse to the offeror.

6.1.10 **FOB Destination Freight Prepaid:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Offeror shall retain title and control of all goods until they are delivered, and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Offeror. All items ordered shall be delivered, installed, and tested for full functionality by the Offeror, to any location within the County of Fairfax or building/office owned, leased, or rented by the County. Likewise, all items ordered through the Offeror will at the County's digression be moved, installed, and tested for full functionality by the Offeror without limit and without charge, to any location within the County of Fairfax or building/office owned, leased, or rented by the County within 48 contiguous hours of notice. All the above must be continuously worked by the Offeror until deemed satisfactory by an authorized Fairfax County representative. All claims for visible or concealed damage shall be filed by the Offeror. Unauthorized shipments are subject to rejection and return at Offeror's expense.

MULTI-FUNCTION DEVICES REQUIREMENTS SECTION (END)

SPECIAL PROVISIONS**6.2 PRODUCTION PRINT SOLUTION REQUIREMENTS:**

6.2.1 Production Print Overview: The County desires a Production Print solution to include hardware, support, maintenance and supplies, software, and related services with the option for an Offeror provided and operated turnkey solution. The solution should meet a variety of requirements now and provide the productivity and architecture for enhancements to meet its future needs. The solution should be easily implemented, supported, and maintained with minimal interruption to the services the County provides its customers. Allotted impressions per device will be pooled across the fleet and unused impressions in the pool will be rolled over from month to month and year to year. Hardware will be connected to the County's network to allow users to submit print jobs from their computer and receive receipt of submittal and costing information. In addition to the below mentioned requirements, the County will be looking for any value-added services to assist with fleet transition and life-cycle management. Solutions should be tested and proven in a like sized organization and environment prior to implementation in the County and should be plug-and-play from day one and deemed satisfactory by an authorized Fairfax County representative. The goal of Print Services is to increase value and level of services offered to its customers by providing high quality, quick turnaround, and best value document production. The typical documents produced by Print Services include:

- Variable Data Printing (Invoices, Retirement Statements, custom letters, postcards and addressing)
- Marketing materials
- Newsletters
- Books and manuals of various types, sizes, and bindings
- Miscellaneous reports, fliers, forms, etc.
- Information Booklets (Stapled, Saddle Stitched, Perfect Bound, GBC, and Coil bound)

To achieve these goals, the County is seeking reliable hardware and maintenance to reduce equipment downtime; Web-to-print solution to increase the use of internal Print Services while reducing paper handling and waste; Print Management Information System (Print MIS) solution to increase workflow productivity of document production operations; providing a faster turnaround of information and jobs; and providing cost effective printing.

6.2.2 Production Print Hardware Requirements: Hardware is the very core of the Production Print program. Each device will be connected to the County's TCP/IP network, should be reliable, easy to use, intuitive, and perform all industry standard functions. Uptime is important therefore key performance indicators such as mean-time between failures, number of impressions between scheduled maintenance, recommended monthly volume, and the like should be discussed. Security, environmental impact, and cost savings are also considerations that should be addressed. All production printers must provide true concurrency among multiple functions. Offeror advertised print speeds will be tested for accuracy including through all attached finisher and optional components, so known discrepancies should be indicated and explained by offeror in the technical response. The County is seeking high-quality, high-performance color and grayscale devices capable of the following:

- A. Easily integrate with RSA WebCRD or other robust web-to-print and Print MIS solutions with a high level of functionality.
- B. Support Adobe PostScript 3, PDF, ASCII, PPML, LCDS, IPDS, PCL 5/5e, and PCL6.
- C. Ability to run stock from 16lb. bond up to 140lb. cover.
- D. All hardware and software must have open architecture to allow no cost, easy integration of third-party software to Production Print data.
- E. Ability to produce prints at a minimum resolution of 1200 x 1200 dpi for B&W and color devices.

SPECIAL PROVISIONS

- F. Ability to print on demand (data storage and retrieval) for later printing or reprinting.
 - G. (B&W only) In-line finishing with dual and corner stitching, signature booklet making, and plastic coil/GBC punch.
 - H. (B&W only) Tab insertion and post sheet insertion without fusing.
 - I. High-capacity stackers and other accessories may also be required.
- I. **Network:** Each production printer should comply with Institute of Electrical and Electronics Engineers (IEEE) 802 standards, support Transmission Control Protocol/Internet Protocol (TCP/IP), and System Network Architecture (SNA and SNA/3270), Each device should be compatible with category 6/7a/8 copper Ethernet cable connector. Wireless connectivity i.e., Wi-Fi, Bluetooth, NFC is a bonus.

6.2.3 **Production Print Software:** Software unlocks the true capability of the Production Print device while enabling them to be easily administered from anywhere on the network and therefore is a key component to each program. Software solutions should be compatible with current County IT standards. Web-to-print, management information, cost accounting, workflow automation, diagnostics, configuration, monitoring, reporting solutions, and security features such as data overwrite should be addressed. It is desired that the County's ITIL compliant IT Service Management (ITSM) solution (currently ServiceNow) serves as the system of record for all related service requests, and it is preferred that the Offeror solution integrate with ServiceNow. At the County option, all data, software, associated license(s), and support will become the sole property of the County when the contract is terminated or renewed.

- A. **Print Management Information Software:** The County seeks a Print MIS solution for up to ten users that must be able to integrate with a web-to-print solution and the above hardware requirements.
- I. Estimating Digital and Offset Printing: Wide range of capability including sheet fed offset, on-demand, digital, and wide format; Customizable to our equipment, processes, materials and standards; Automatically saves, calculates and displays changes; Generates templates and imposition library with unlimited number of configurations; Calculates raw cost, all-inclusive cost and targeted selling price; Quote/confirmation, detail, cost summary, and mark up reports; Linked to order entry, job ticket, and scheduling module.
 - II. Order Entry/Job Ticket: On demand view and edit capability; Audits and tracks changes to the job ticket as it moves through production; Create custom job tickets; Must have seamless integration of estimating data into job ticket.
 - III. Shop Floor Data Collection 3-5 users: Collect labor, materials, and job status in real-time; Create detailed on demand transaction report for employees' time recording; Interface with other automatic counting devices on Print shop equipment.
 - IV. Job Costing: Provide complete and accurate picture of production costs; Compare estimate to actual production cost; Processes labor, material and status report information collected on shop floor; On demand job status and job archive reports; Provide machine and employee productivity reports.
 - V. Procurement: Track outside purchases, stock commitments, orders, and usage; Provide Scheduling with real-time status of outside purchases; Allocate/commit materials for a job directly from estimate or from purchase order; Prevents billing of job without outside service cost attached.
 - VI. Basic Scheduling Module: Ability to schedule jobs forward from booking date and backward from due date; Define schedule by equipment or job type; Must link seamlessly with order entry module.

SPECIAL PROVISIONS

- VII. Reporting / Analysis: Estimating; Job Costing/Production; Work in Progress; Jobs by Due Date; Data Collection; Labor Productivity/Employee Summary and Detail; Job Status Summary and Detail; Rework Report; Scheduling; Shipping; Procurement.
- VIII. Shipping Module: Generate shipping labels, packing lists, and bill of lading; Updates job costing module with shipping costs; maintain a history of shipping activity.
- IX. Inventory Control: Track outside purchases and various supply commitments; Allocate materials for a job directly from estimate or purchase order using FIFO, and LIFO.
- X. Counting system: Provides net counts from production equipment and projected completion time. Must link to job costing module to give productivity reports based on performance standards.
- XI. Ability to be integrated with computer to plate system a plus.

6.2.4 **Web-to-Print Solution:** A Web-to-Print solution is desired and must be able to integrate with an MIS solution. The goal is to enable Fairfax County Government and Fairfax County Public Schools to submit print jobs to the Print Services via the web. The solution must meet the following requirements:

- A. Create print ready PDF.
- B. Capable of soft proofing.
- C. Compatible with Fairfax County's network Infrastructure.
- D. Integrate customer job tickets with MIS workflow.
- E. Integrate with production printers
- F. Upload files via a County approved web browser.
- G. Approval process
- H. Catalog options for high frequency ordered items and department specific documents
- I. Reporting features
- J. Customers able to
 - i. View job status.
 - ii. Previous jobs.
 - iii. Place quick re-orders.

6.2.5 **Production Print Service and Support:** The successful Offeror will provide their service and support solution to the County with an option for a turnkey solution. Level and quality of service is a key differentiator in competitive markets; therefore, Offeror should align service improvements with the County's long-term vision and goals, while keeping the County's interest at the center of the decision-making process. Documented policy should be linked to clearly defined process and procedure and made available upon request. Support Engineers should receive continuous training. Established support levels should be clearly defined and communicated. The most important on-going mission the Offeror has is finding and closing the gap between County expectations and level of service being delivered. Open and honest communication is a key to a good relationship and should be actively practiced. Offeror will be the focal point for all service-related calls. It is desired that the County's ITIL compliant ITSM solution (currently ServiceNow) serve as the system of record for all related service requests.

- A. **Account Management:** Basic Offeror provided account management should include; regular management reviews of support history and open support requests, priority handling for feature requests submitted to Offeror, monthly reporting on support issue, case history, and established metrics, Technical Account Manager on-site a minimum of twice a month, and full-time professional services resource providing coordination, communication, and technical consultation services until issues are resolved. Offerors should present their plan for; long-term customer support and satisfaction strategy, measuring and reporting customer (County employees) satisfaction, implementing a service request

SPECIAL PROVISIONS

escalation and issue resolution process, and a plan for identifying, implementing, and measuring business process improvements. The County desires timely access to all Offeror records related to the contract awarded.

- B. **Transition: The successful** Offeror shall be solely responsible for all planning and activities surrounding and related to the transition from the County's existing Production Print solution to the Offeror's proposed solution. Offeror should have complete solution implemented within three (3) months of contract award or date of procurement submission to offeror. Offeror will continually interface and coordinate with County and existing vendor to completion. Removal of existing Production Print devices must be concurrent with the installation of the new Production Print devices. Software solution must be in place before hardware is installed. All devices must be clearly labeled to show the Offeror's; support and supplies contact information i.e., phone number, email address, QR code, etc., full network share name, and IP address. No cost will be incurred by the County for any/all related fleet transition planning and activities. A detailed, well laid out, thorough plan must be presented free of ambiguity describing how this is to happen.

- C. **Service Level Agreement:** Offerors should submit a Service Level Agreement (SLA) describing in minute details the services and service level(s) being offered (provide evidence and detailed results of SLA for like sized organization). Uptime should remain at $\geq 95\%$ during County hours of operation (M-F 7:00 AM to 6:00 PM ET). Uptime is defined as simultaneous full functionality of all features in implemented solution. Offeror should describe in detail how uptime is calculated.

- D. **Response Time and Restoration of Service:** For purposes of this RFP *Response Time* is defined as the amount of time taken between County service request submission and Offeror's response to County providing the following: service request/ticket reference number, estimated time to restoration, brief synopsis of action taken if any, and collection of additional information as necessary. *Restoration of Service* is defined as returning a device or system to its fully operational state. Print Services requires 24x7x365 two (2) clock hours on-site response M-F 7:00 AM to 6:00 PM ET, and 24x7x365 four (4) clock hours on-site response on weekends, holidays, and M-F 6:00 PM to 7:00 AM ET.

- E. **Support Staff:** The successful Offeror shall furnish the appropriate on-site, in-field, and remote support staff to accomplish the County's needs and the requirements below. Offeror personnel are to comply with all applicable County policies. Offeror on-sight personnel dedicated to serving and supporting the County are to devote their full, time, attention, and efforts to the County and no other entities. Offeror must provide adequate Support Staff to backfill planned or unplanned personnel outages. It is preferred that a portion of the support remain static to foster a synergistic working relationship among the Offeror and County employees. Offeror will be the focal point for all service-related calls. Offeror's staff must determine root cause and immediately coordinate the dispatch of the appropriate service organization and rule out all Offeror solutions before engaging the County's IT Staff. Support Staff expected duties include but are not limited to:
 - I. Receive and action service requests while on-site or in the field.
 - II. Monitor and action device alerts, response/ restoration of service time and equipment uptime. Provide report by machine for all service actions as requested by County.
 - III. Physically visit each device at least every two weeks and perform a comprehensive inspection
 - IV. Provide same day (emergency or otherwise) supply deliveries and installation as needed.
 - V. Deliver, unpack, and install all goods and services. This includes but is not limited to the following: checking the equipment for proper operation,

SPECIAL PROVISIONS

loading paper, and/or supplies, enabling network connectivity, remove all shipping materials and dispose of /recycle applicable materials.

- VI. Perform key-op training for all HW/SW solutions as needed.
- VII. Offeror will work with the County to provide, install, and configure all relative software (drivers, etc.) throughout the life of the contract.
- VIII. Manage equipment moves for the life of the contract.
- IX. Other duties as assigned.

F. **Maintenance and Supplies:** The successful Offeror will provide their turnkey maintenance and supplies solution to the County. It is desired that frequently used field replacement units (FRU's) and supplies shall be identified and stored at County facilities identified for storage at no cost to the County. Offeror will be solely responsible for all service, supplies, maintenance, repair, upgrade, and replacement of solutions implemented. Likewise, the Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary to complete the work; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; (d) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement in the most timely, effective, efficient and economical method possible while maintaining a high level of customer service and satisfaction and to the satisfaction of an authorized Fairfax County representative. Offeror will describe in detail how maintenance, repair, upgrade, and replacement have been successfully provided to a like-sized organization and provide evidence.

6.2.6 **Defective Equipment:** In the County's judgment, if equipment is deemed unsatisfactory, a lemon, is not completely operational, or out of service for more than two business or four consecutive days, the Offeror will replace such equipment (hardware or software) with the same or better, including all services and materials necessary to restore all functionality at no cost to the County or wave all billing for the month and pay all associated costs to produce any/all necessary output through vendor of County's choosing. The County has the right to inspect replacement equipment and deem it satisfactory or unsatisfactory. If replacement equipment is ever deemed unsatisfactory, a lemon or is not completely operational providing the same functionality as the original for more than two business or four consecutive days, the Offeror at no cost to the County will continue to replace all associated equipment with 100% new unused equipment (used, rebuilt, refurbished, remanufactured, newly manufactured, factory produced new model equipment and the like are not acceptable) of similar or greater capabilities until restoration of all functionality is deemed satisfactory by an authorized Fairfax County representative. During this time Offeror will wave all billing for the month and pay all associated costs to produce any/all necessary output through vendor of County's choosing.

6.2.7 **Green IT:** Discuss how the offering will help the County in its "Go Green" initiative specifically sighting the differences between the existing solution and Offeror's proposed solution. Indicate special recognition or industry awards received in this area. Items to address include:

- A. Green design
- B. Environmental benefits
- C. Waste generated (packaging and consumables)
- D. Recycling efforts
- E. Use of recycled paper (30-100%)
- F. Carbon footprint and planned Carbon Natural date
- G. Environmental Impact tracking software
- H. 2019 ENERGY STAR qualified
- I. Energy Consumption / Power modes

SPECIAL PROVISIONS

- J. ISO 14000 family i.e., 14001, 14001:2015, 14004:2016, 14005:2019
- K. Electronic records retention for life of contract

6.2.8 **Security.** Two main areas of focus here are personnel and implemented solutions.

- A. **Personnel:** The Offeror will provide proof and results of background checks (email or hard copy to an authorized Fairfax County representative) at the Offerors' expense for Offeror and Offeror related personnel who work in a County owned/leased/rented facility. Background checks should be performed annually and include:
 - I. Social Security Number (SSN) – Trace and Verification
 - II. US Department of Treasury – SDN List and OFAC Sanctions Program
 - III. US Department of Justice – National Sex Offender Registry
 - IV. Criminal Records – Felony conviction in last ten (10) years
 - V. Drug screening – Fairfax County is a Drug Free Zone.
- B. **Solutions:** Hardware, software, and network security is an ongoing requirement. Documents with privacy requirements need to remain private. Describe how the proposed solution will ensure the County is never compromised as a direct/indirect result of implementation. The County requires a certificate of destruction for all memory devices when removed from the County. Indicate special recognition or industry awards received in this area. Also note that all real or potential security vulnerabilities must be reported to the County immediately and rectified ASAP. Items to address include:
 - I. Federal compliance i.e., HIPAA, PHI, PCI, PII, FedRAMP, etc.
 - II. State compliance i.e.,
<https://lis.virginia.gov/cgi-bin/legp604.exe?212+sum+HB2307>
 - III. County compliance i.e.,
https://www.fairfaxcounty.gov/informationtechnology/sites/informationtechnology/files/assets/security/pm70-05_01.pdf
 - IV. Coordinated Intrusion Detection/Prevention/Remediation
 - V. Dynamic Incident Detection/Response/Remediation
 - VI. Dynamic monitoring and alerting
 - VII. Access control
 - VIII. Audit trail and logging
 - IX. Data encryption and overwrite
 - X. IEEE certifications

6.2.9 **FOB Destination Freight Prepaid:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Offeror shall retain title and control of all goods until they are delivered, and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Offeror. All items ordered shall be delivered, installed, and tested for full functionality by the Offeror, to any location within the County of Fairfax or building/office owned, leased, or rented by the County. Likewise, all items ordered through the Offeror will at the County's digression be moved, installed, and tested for full functionality by the Offeror without limit and without charge, to any location within the County of Fairfax or building/office owned, leased, or rented by the County within 48 contiguous hours of notice. All the above must be continuously worked by the Offeror until deemed satisfactory by an authorized Fairfax County representative. All claims for visible or concealed damage shall be filed by the Offeror. Unauthorized shipments are subject to rejection and return at Offeror's expense.

6.2.10 **Billing and Invoicing:** Billing will not begin until solution is in place, working satisfactorily, and approved via signature by an authorized Fairfax County representative. Invoices are to be sent monthly, clearly marked, easy to read, and include separate detailed line items for: hardware, software, labor/support, services,

SPECIAL PROVISIONS

supplies, etc. Hardware line items for each model should include the following columns: unit description, number of units, price per unit, and total price. Similarly, software, labor/support, services, and supplies should be broken out into detailed columns. The invoice should also include a grand total of all solutions purchased. It should be clear and easy to determine what is being paid for. An itemized amortization schedule should be supplied at lease inception then annually on May 1st and as equipment is added or removed. Continued efforts should be made to automate this process with the County's current and future systems. Failure to comply could mean delay of or non-payment of invoice without recourse to the offeror.

PRODUCTION PRINT REQUIREMENTS SECTION (END)

SPECIAL PROVISIONS**6.3 ENTERPRISE SCAN SOLUTION REQUIREMENTS:**

- 6.3.1 Enterprise Scan Overview:** The County established distributed capture capabilities utilizing devices and software in the MFD Program and now wishes to establish in addition to outsourced options, a centralized Enterprise Scan Practice to include onsite and/or hosted (cloud) digital document/content storage and image processing solution to process and store a variety of document types including paper and film media into retrievable and searchable image formats. The intent is to convert existing physical media i.e., paper, film, etc. to digital format that is searchable, indexed, and retrievable on-demand and have the capability to meet future requirements and technology enhancements including mobile formats. In accordance with its digital transformation initiatives, the County seeks to, in an automated and efficient manner as possible, intelligently capture, index, classify, process, route, store with appropriate retention policy, existing physical records and documents in various media formats. Once the Agency representative and the 'County Records Officer' have validated this process, physical County records are to be destroyed. Estimated number of physical records and documents is tens to hundreds of millions. Digital originals will be routed to various ECM/DMS systems to include Microsoft 365 SharePoint Online, OpenText Content Server, Documentum 5.x/6.x, Microsoft Dynamics 365, Laserfiche, IQ, network shares, (Windows Server 2019/2022 AD FS environment), E-Mail (Microsoft 365 Exchange and Microsoft 365 Outlook), Desktop (64-bit versions of Windows 10/11), Fax/RightFax, and MFT/Axway. Scan options should include Optical Character Recognition (OCR, OMR, ICR, and IWR) to PDF, TIFF, Microsoft 365 Office formats, encryption and decryption, auto redaction, form recognition, barcode, and image processing, and use of existing PKI/Certificate (digitally sign and encrypt) for secure transport is a huge plus. Offerors may propose to provide any or all services addressed in the Enterprise Scan Solution Requirements section of the Special Provisions and multiple offerors may be awarded. An estimated 80% of all paper documents to be digitized are legal or letter size while the remaining 20% are oversize. Paper based document volume is estimated to be in the 10s of millions to 100s of millions of pages.
- 6.3.2 Enterprise Scan Requirements:** Offerors must clearly define which Enterprise Scan Solution areas they are responding to, and proposed solutions must be thorough. Due to varying agency/department requirements in terms of size, scope, complexity, etc. throughout the County, a variety of hardware, software, support, maintenance, professional services solutions are needed and the ability to scale a single unified solution architecture is key to a successful ongoing effort. Automation should be at the forefront of proposed solutions that include any of the following: document capture, image processing, form recognition, document classification, indexing, meta tagging, data extraction, image verification, routing, etc. **The successful** Offeror is responsible for security and protection of all physical documents while in their possession and all scanned images/documents hosted online by offerors solution. Fairfax County agencies/departments may request the offeror temporarily hold and store original agency documents after scan completion. Offeror will provide unlimited secure users access to all documents stored at offeror site or on offerors solution and include 24/7 access by Fairfax County staff. The offeror will be responsible to migrate all scanned documents to agency/department document management system(s) as dictated by the agency/department. Due to the variety of size, color, condition, and format of County documents, the offeror must provide best and most cost-effective means for capture, processing, indexing, routing, etc. See the pricing schedule in **Attachment C** for specific services required and estimated quantities. The documents may be scanned onsite or at an offeror's location by the offeror and placed in offeror provided temporary digital storage or County provided digital storage. All document images and/or original documents are considered Public Records and remain the sole property of Fairfax County. If the offeror should go into receivership, bankruptcy, or be sold, all original documents, document images and associated metadata and indexing information will be returned to Fairfax County unless other arrangements have been made specifically by Fairfax County with a new or existing offeror. Fairfax County is responsible for establishing any necessary electronic document and records retention procedures

SPECIAL PROVISIONS

based on Virginia state records retention and disposition schedules. The **successful** offeror will maintain the images based on Fairfax County retention document and records retention procedures until such time as the images are transferred to a County system, and if needed, will execute a Certificate of Records Destruction (Form RM-3) in coordination with Fairfax County Records Officer before the images of official records are deleted from its temporary digital document storage. Physical document originals containing social security numbers or other privacy protected information shall be destroyed in accordance with Virginia Administrative Code (17VAC15-120-10 et. seq.) through shredding, burning, or pulping unless Fairfax County has determined that they do not require secure disposal and may be recycled. For scanned images hosted during digitization processing by Fairfax County, County staff are responsible for ensuring records retention requirements are assigned and met. Digital documents are covered under FOIA and VFOIA. Providers of hosted solutions and storage must have a process for compliance with FOIA and VFOIA, to include retrieval of electronic data requested. Such requests will only be made by an official representative of Fairfax County. The provider must also have a process recognized for e-Discovery requirements.

- 6.3.3 **Enterprise Scan Hardware Requirements:** Hardware is the very core of the Enterprise Scan Solution, each device will be connected to the County's TCP/IP network and/or server/workstation, should be reliable, easy to use, intuitive, and perform all industry standard functions including duplex scanning, color and grayscale document capture through the >100 sheet Automatic Document Feeder (ADF) capable of 40-160 g/m mixed size originals in a single batch ranging from 5.5" x 8.5" to 11" x 17" at >600 x 600 dpi. Originals scanned from the platen/flatbed (if equipped) will range in size up to 11" x 17" and may include hardbound books >3" in thick. Uptime is important therefore key performance indicators such as mean-time between failures, number of sheets between scheduled maintenance, recommended monthly volume, and the like should be discussed. Offeror advertised scan speeds will be tested for accuracy including through all available paths and optional components, so known discrepancies should be indicated and explained by offeror in the technical response. Industry awards should be cited. Security is essential therefore data encryption and overwrite features for devices equipped with non-volatile memory should be standard. Indicate additional security features.
- 6.3.4 **Enterprise Scan Software:** Software unleashes the true capability of the Scanners and therefore is a key component to the Enterprise Scan Solution. Scanner software should accommodate scanning to a variety of image/document management applications. Solutions offered should be compatible with current County IT standards. All County data will remain the sole property of the County. All solutions implemented should be architected to allow for high-availability, load balancing, clustering, and failover capability to permit operational continuity and negate or minimize solution downtime.
- **Document Capture and Workflow Automation:** This solution should be a centrally managed, document capture workflow automation tool accommodating scanning to a variety of image/document management applications including; Microsoft 365 SharePoint Online, OpenText Content Server, Documentum 5.x/6.x, Microsoft Dynamics 365, Laserfiche, IQ, network shares, (Windows Server 2019/2022 AD FS environment), E-Mail (Microsoft 365 Exchange and Microsoft 365 Outlook), Desktop (32/64bit versions of Windows 8.x/10/11), Fax/RightFax, and MFT/Axway. Scan options should include Optical Character Recognition (OCR, OMR, ICR, and IWR) to PDF, TIFF, Microsoft 365 Office formats, encryption and decryption, auto redaction, form recognition, barcode, and image processing,
- 6.3.5 **Enterprise Scan Service and Support:** The successful Offeror will provide their turnkey service and support solution to the County. Level and quality of service is a key differentiator in competitive markets; therefore, Offeror should align service improvements with the County's long-term vision and goals, while keeping the County's

SPECIAL PROVISIONS

interest at the center of the decision-making process. Documented policy should be linked to clearly defined process and procedure and made available upon request. Support Engineers should receive continuous training, perform regular brain dump/knowledge transfer sessions, etc., to better serve the County. Established support levels should be clearly defined and communicated. The most important on-going mission the Offeror has is finding and closing the gap between County expectations and level of service being delivered. Open and honest communication is a key to a good relationship and should be actively practiced. The County reserves the right to have Offeror staff replaced if their work is unsatisfactory; or if their behavior is perceived disruptive to our work environment; or if a staff member becomes ill; or if the assigned individual is no longer suitable for the assigned tasks; or if for any other reasons the assigned work tasks are terminated. The County will not assume any responsibility or liability for personnel actions taken by the Offeror should such a replacement be required.

- **Account Management:** Basic Offeror provided account management should include: regular management reviews of support history and open support requests, priority handling for feature requests submitted to Offeror, monthly reporting on support issue, case history, and established metrics, Technical Account Manager on-site a minimum of twice a month, and full-time professional services resource providing coordination, communication, and technical consultation services until issues are resolved. Offerors should present their plan for; long-term customer support and satisfaction strategy, measuring and reporting customer (County employees) satisfaction, implementing a service request escalation and issue resolution process, and a plan for identifying, implementing, and measuring business process improvements. The County desires timely access to all Offeror records related to the contract awarded.
- **Solution Implementation:** The successful Offeror shall be solely responsible for all planning and activities surrounding and related to the Offeror's proposed solution. Offeror should have complete solution implemented within three (3) weeks from date of procurement submission to offeror. All devices must be clearly labeled to show the Offeror's; support and supplies contact information i.e. phone number, email address, QR code, etc. No cost will be incurred by the County for any/all related solution implementation planning and activities. A detailed, easy to read plan must be presented free of ambiguity describing how this is to happen.
- **Service Level Agreement:** Offerors should submit a Service Level Agreement (SLA) describing in minute details the services and service level(s) being offered (provide evidence and detailed results of SLA for like sized organization). Solution uptime should remain at $\geq 95\%$ during County hours of operation (M-F 7:00 AM to 6:00 PM ET for most facilities and 24/7/365 for others). Uptime is defined as simultaneous full functionality of all features in implemented solution. Offeror should describe in detail how uptime is calculated.
- **Response Time and Restoration of Service:** For purposes of this requirement Response Time is defined as the amount of time taken between County service request submission and Offeror's response to County providing the following: service request/ticket reference number, estimated time to restoration, brief synopsis of action taken if any, and collection of additional information as necessary. Restoration of Service is defined as returning a device or system to its fully operational state. 24x7x365 four (4) clock hours on-site response and restoration of service time as well as 24x7x365 web and phone support should be offered as needed. 11x5 on-site support (7:00 A.M. to 6:00 P.M. ET weekdays, excluding County holidays) with overlapping shifts to provide maximum staffing during the hours of 8:00 A.M. – 5:00 P.M. is required. Offeror will accept and provide the same Response and Restoration of Service times for service requests submitted via web, email, phone, text/chat, written, and verbally. Response time within two (2) business hours and Restoration of Service within twenty-four (24)

SPECIAL PROVISIONS

clock hours (or forty-eight (48) clock hours if parts are required) of service request submittal should be guaranteed. The end user should remain informed and receive regular updates.

- **Support Staff:** The successful Offeror shall furnish the appropriate level of on-site, in-field, and remote support staffs to ensure the County's needs are met. Offeror personnel are to comply with all applicable County policies. Offeror on-site personnel dedicated to serving and supporting the County are to devote their full-time, attention, and efforts to the County and no other entities. Offeror must provide adequate Support Staff to backfill planned or unplanned personnel outages. It is preferred that a portion of the support remain static to foster a synergistic working relationship among the Offeror and County employees. Static staffing of the Courthouse/Massey Complex is a must. The Offeror's staff must determine if the problem is hardware, software, or network, etc. related and immediately coordinate the dispatch of the appropriate service organization and rule out all Offeror solutions before engaging the County's IT Staff. Support Staff expected duties include but are not limited to;
 - Receive and action service requests while in the field to an Offeror provided mobile device and be equipped to receive voice, text, service/support app, and hard copy where available/applicable.
 - Monitor and action device alerts, response/restoration of service time and equipment uptime. Provide report by machine for all service actions as requested by County.
 - Physically visit each scanner at least every two weeks and perform a comprehensive inspection.
 - While visiting the scanner, Offeror Support Staff will meet with site contact(s) to understand specific support issues, training needs, and other requirements then communicate findings to the proper County representative(s).
 - Provide same day (emergency or otherwise) supply deliveries and installation as needed.
 - Deliver, unpack, and install all goods and services. This includes, but is not limited to, the following: checking the equipment for proper operation, removing all shipping materials, and disposing of or recycling applicable materials.
 - Perform key-op training for all HW/SW solutions.
 - Provide as needed, comprehensive product training to County personnel. Describe measures for ensuring end users are properly trained on solutions implemented.
 - Offeror will work with the County to provide, install, and configure all relative software (drivers, applications, etc.) throughout the life of the contract.
 - Manage equipment moves for the life of the contract.
 - Maintain, monthly, 100% accurate equipment inventory list to include the following information: make, model, serial number, IP address (if applicable) street name, street number, floor, suite/office number, room number, city, zip code, install date, County Agency name, customer focal point – name/telephone number, usage report, number or service calls, and percentage of uptime.
 - Other duties as assigned.
- **Maintenance and Supplies:** The successful Offeror will provide their turnkey maintenance and supplies (including preventative and scheduled) solution to the County. It is desired that frequently used field replacement units (FRU's) and supplies shall be identified and stored at County facilities identified for storage at no cost to the County. Offeror will be solely responsible for all service, supplies, maintenance, repair, upgrade, and replacement of solutions implemented. Likewise, the Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary to complete the work; (b) furnish all materials, supplies, and equipment specified and

SPECIAL PROVISIONS

required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; (d) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions and the resultant agreement in the most timely, effective, efficient and economical method possible while maintaining a high level of customer service and satisfaction and to the satisfaction of an authorized Fairfax County representative. Offeror will describe in detail how maintenance, repair, upgrade, and replacement have been successfully provided to a like-sized organization and provide evidence. Offeror must provide service credits (device and paper) for impressions made during maintenance and service calls.

- **Education, Training, and Communication:** There is a perpetual need in all three areas; therefore, the successful Offeror will be solely responsible for all education, training, and communication of solutions provided by the Offeror. Likewise, the Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary; (b) furnish all materials, supplies, and equipment specified; and required; (c) provide and perform all necessary labor; (d) provide all equipment operation training as specified, and (e) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement in the most timely, effective, efficient, and economical method possible while maintaining a high level of customer service and satisfaction at no cost and to the satisfaction of an authorized Fairfax County representative. Explain in detail how education, training, and communication have been successfully provided to a like-sized organization, providing evidence of such. Explain in detail the proposed education, training, and communication solution, including, policy, process, and procedures. Examples should include virtual (i.e., Microsoft Teams Meeting), on-site use of County Board Auditorium for large scale instructional and hands-on training to County Agency IT Analyst and solutions for training the County user community to include on-site location specific training. Training will occur throughout the life of the contract therefore pre and post implementation training should be addressed as well.

6.3.6 Defective Equipment: In the County's judgment, if equipment is deemed unsatisfactory, a "lemon", is not completely operational (all equipped functions working simultaneously), or out of service for more than three business days, the Offeror will replace such equipment (hardware or software) with the same or better, including all services and materials necessary to restore all functionality at no cost to the County. The County has the right to inspect replacement equipment and deem it satisfactory or unsatisfactory. If replacement equipment is ever deemed unsatisfactory, a lemon or is not completely operational providing the same functionality as the original for more than three business days, the Offeror at no cost to the County will continue to replace all associated equipment with 100% new unused equipment (used, rebuilt, refurbished, remanufactured, newly manufactured, factory produced new model equipment and the like are not acceptable) of similar or greater capabilities until restoration of all functionality is deemed satisfactory by an authorized Fairfax County representative.

6.3.7 Green IT: Discuss how the offering will help the County in its "Go Green" initiative, specifically sighting the differences between the County existing solution and Offeror's proposed solution. Indicate special recognition or industry awards received in this area. Suggested items to address include:

- Green design
- Environmental benefits
- Waste generated (packaging and consumables)
- Recycling efforts
- Carbon footprint and planned Carbon Natural date
- Environmental Impact tracking software

SPECIAL PROVISIONS

- 2019 ENERGY STAR qualified
- Energy Consumption / Power modes
- ISO 14000 family i.e., 14001, 14001:2015, 14004:2016, 14005:2019
- Electronic records retention for life of contract

6.3.8 **Security:** Two main areas of focus here are personnel and implemented solutions.

A. Personnel: The Offeror will provide proof and results of background checks (email or hard copy to an authorized Fairfax County representative) at the Offerors' expense for Offeror and Offeror related personnel who work in a County owned/leased/rented facility. Background checks should be performed annually and at a minimum include:

- Social Security Number (SSN) – Trace and Verification
- US Department of Treasury – SDN List and OFAC Sanctions Program
- US Department of Justice – National Sex Offender Registry
- Criminal Records – Felony conviction in last ten (10) years
- Drug screening – Fairfax County is a Drug Free Zone

B. Solutions: Hardware, software, and network security is an ongoing requirement. Documents with privacy requirements need to remain private. Describe how the proposed solution will ensure the County is never compromised as a direct/indirect result of implementation. The County requires a certificate of destruction for all memory devices when removed from the County. Indicate special recognition or industry awards received in this area. Also note that all real or potential security vulnerabilities must be reported to the County immediately and rectified ASAP. Items to address include:

- Federal compliance i.e., HIPAA, PHI, PCI, PII, FedRAMP, etc.
- State compliance i.e.,
<https://lis.virginia.gov/cgi-bin/legp604.exe?212+sum+HB2307>
- County compliance i.e.,
https://www.fairfaxcounty.gov/informationtechnology/sites/informationtechnology/files/assets/security/pm70-05_01.pdf
- Coordinated Intrusion Detection/Prevention/Remediation
- Dynamic Incident Detection/Response/Remediation
- Dynamic monitoring and alerting
- Access control
- Audit trail and logging
- Data encryption and overwrite
- IEEE certifications

6.3.9 **Billing/Invoice:** Billing will not begin until the last unit is in place, working satisfactorily, and approved via signature by an authorized Fairfax County representative. Invoices are to be sent monthly, clearly marked, easy to read, and include separate detailed line items for: hardware, software, labor/support, services, and supplies. Hardware line items for each model should include the following columns: unit description, number of units, price per unit, and total price. Similarly, software, labor/support, services, and supplies should be broken out into detailed columns. The invoice should also include a grand total of all solutions purchased. It should be clear and easy to determine what is being paid for. An itemized amortization schedule should be supplied at lease inception then annually on May 1st and as equipment is added or removed. Continued efforts should be made to automate this process with the County's current and future systems. Failure to comply could mean delay of or non-payment of invoice without recourse to the offeror.

6.3.10 **FOB Destination Freight Prepaid:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Offeror shall retain title and control of all goods until they are delivered, and the Contract of coverage has been completed. All risk of

SPECIAL PROVISIONS

transportation and all related charges shall be the responsibility of the Offeror. All items ordered shall be delivered, installed, and tested for full functionality by the Offeror, to any location within the County of Fairfax or building/office owned, leased, or rented by the County. Likewise, all items ordered through the Offeror will at the County's digression be moved, installed, and tested for full functionality by the Offeror without limit and without charge, to any location within the County of Fairfax or building/office owned, leased, or rented by the County within 48 contiguous hours of notice. All the above must be continuously worked by the Offeror until deemed satisfactory by an authorized Fairfax County representative. All claims for visible or concealed damage shall be filed by the Offeror. Unauthorized shipments are subject to rejection and return at Offeror's expense.

6.3.11 **Desired Solutions:** Offeror should propose: 1) On-site centralized Fairfax County operated solution 2) Off-site offeror provided turnkey solution 3) Hybrid model. Offeror should describe in detail each of the three approaches from start to finish and present Offerors full capabilities including but not limited to each of the following areas:

- Hardware
- Software
- Support
- Services
- Chain of Custody
- Transportation
- Storage (including environmental, security, etc.)
- Document Preparation
- Scan/Capture Process and Procedures
- Image Validation
- Advanced Image Processing
- Quality Control
- Output Formats
 - Ability to Output to PDF 2.0 and PDF/UA-2 standards
- Managed File Transport or Secure File Transport Capabilities
- Indexing Capabilities
- OCR, OMR, ICR, and IWR Capabilities Including Engines Used
- True and optimized ML and AI capabilities
- Professional Services
- Post Prep
- Deliverable and Acceptance
- Data Security

6.3.12 **Record Destruction:** It is important to note that after a County record has been scanned/digitized and validated (to include but not limited to documents/films/tapes/discs/etc.) no destruction of County records assets can occur before being reviewed and authorized by the 'County Records Officer' regardless of what any other County representative may say.

ENTERPRISE SCAN REQUIREMENTS SECTION (END)

SPECIAL PROVISIONS**6.4 RECORDS COMPLIANCE AND PRESERVATION SOLUTION REQUIREMENTS:**

- 6.4.1 Records Compliance and Preservation Overview:** Fairfax County is seeking a Vendor or Vendors to provide the County Archives and Records Program and select County agencies with:

Digital conversion services to convert fragile or unique physical format documentary materials ranging from typical office documents, blueprints, plans, photographs, to bound materials, and those stored on film, including magnetic tape, into searchable files and/or images with requisite metadata applied. Items may be extremely fragile due to medium, condition, or age. Also sought are media refresh services to routinely and on an ad-hoc basis provide copying over and back and integrity checks of documentary materials residing on physical storage devices such as disks and hard drives. Temporary staff augmentation services to assist with conducting large-scale records events and activities such as department or domain-wide records and/or systems inventories, audits, clean-outs, updates, and/or transfers. Some of these activities and events are required to be performed in person. Technical services to build, test, and/or implement configurations, workflows, and/or reports for enterprise content management (ECM) system modules/components, data profiling and analysis tools, and archives and records management applications. Consultation and technical services to advise and/or implement data and content profiling and analysis, mapping and/or migration and/or related algorithmically enabled process that specifically to support compliance and preservation related decisions and/or for large scale content migrations such as from legacy systems or data stores (e.g., retired database platforms/servers and shared network drives).

- 6.4.2 Records Compliance and Preservation Requirements:** The successful Offeror(s) shall have the capabilities and resources to pick-up and return original documentary materials and temporarily host them in a secured and confidential manner throughout the time of their possession of the documentary materials and conduct of the contracted service, and until such time the materials are either physically returned to Fairfax County, ingested by a system owned or managed by Fairfax County, or lawfully disposed of. The original and/or converted documentary materials may be temporarily hosted at offeror site/IT infrastructure, in a data center, or at County site. Offeror(s) shall have capabilities of digitally converting bound materials without the need to require unbinding and of converting magnetic media to digital format, with successful track record of experience from previous customers in the handling of materials that are extremely fragile due to condition, medium, or age. Original documentary materials and/or their digitally converted file and image copies remain the sole property of Fairfax County. If the offeror should go into receivership, bankruptcy, or be sold, all original documentary materials, digital files and images, and associated metadata and indexing information shall be returned to Fairfax County unless other arrangements have been specifically made by Fairfax County with a new or existing Vendor and authorized by the County Records Officer. Fairfax County records are subject to disclosure under the FOIA and VFOIA regardless of their format and where they are located. Offeror(s) must have a process that permits identification, retrieval, and production of documentary materials in their possession during the provision of contracted services, in response to a FOIA request received by Fairfax County government. The FOIA request will be made by authorized county personnel. Similarly, the Offeror(s) must have a process in place to handle eDiscovery requests. Fairfax County agency staff, in conjunction with the County Archives and Records Program, are responsible for establishing and communicated to the Offeror(s) the retention and disposal requirements of original documentary materials provided for digital conversion, prior to the onset of any provision of the contracted task/service by the Offeror(s). Offeror(s) shall not dispose of any original materials in their possession unless reviewed and/or authorized in writing by the County Records Officer. Fairfax County complies with records retention and disposal requirements provided and regulated by the Library of Virginia under authority of the Virginia Public Record Act and the State Library Board. The Offeror(s) may be required to be a signatory of a Certificate of Records Destruction (State Form

SPECIAL PROVISIONS

RM-03) in order to carry out lawful disposal of documentary materials. The certificate must be executed before any disposal action is permitted. Documents containing social security numbers of privacy protected information shall be destroyed by overwriting or pulping in accordance with the Virginia Administrative Code (17VAC15-120-10 et.seq.). Documentary materials that Fairfax County has determined do not require confidential disposal shall be recycled. Offeror(s) temporary augmentation staff provided to support records events and activities shall have prior track-record of successful experience with in-person large scale or system-wide inventories, audits, and the updating and the careful and confidential handling of materials in both physical and digital formats. The staff resources shall have excellent attention to detail as well as time and task management skills requiring limited supervision. The same staff should be available for the duration of the assignment to the extent possible and be able to reliably and independently travel between County sites. Offeror(s) professional staff shall have formal training and mid-career level experience and knowledge of both change management and enterprise scale electronic records management issues, needs, and success factors with system processes affecting at least 5000+ users. They shall be proficient in the advising and developing of strategies and plans for change management and other mechanisms to support introduction and adoption of new enterprise/system policies and procedures. They shall be capable of formulating a multiplatform strategy that encompasses traditional and emerging forms and trends in communication to/from large audiences with targeted and general messaging and input. They shall be able to perform business process documentation, mapping, analysis, and/or development/update for various system processes that incorporates capabilities, needs, and impacts on user access models, workflows, notifications, and reporting among others. Offeror(s) professional technical staff shall have responsibility for building, testing, and configuring system features, updates, workflows, and reports for various modules of an enterprise content management system (ECM) as well as stand-alone archives and records management applications. They shall have knowledge and experience performing such tasks with systems designed around the OAIS model and ISO 15489 standard for both structured and unstructured data. Offeror(s) professional staff shall have experience with algorithmic profiling and analysis of unstructured and structured data sets and related best practices and tools in the context of records compliance and preservation.

RECORDS COMPLIANCE AND PRESERVATION REQUIREMENTS SECTION (END)

SPECIAL PROVISIONS**6.5 TECHNOLOGY PROFILES AND ADDITIONAL REQUIREMENTS:**

6.5.1 Enterprise Information Technology Environment Overview: The County developed an approach to its IT architecture that maximizes the return on IT investments and emphasizes and ensures reliability, scalability, and security, while promoting standards-based acquisition that can be adapted across the enterprise. DIT operates a central, enterprise-wide technology infrastructure that includes communication networks, server and client platforms, operating systems, software, databases, enterprise email and messaging systems, (i.e., office productivity, collaboration), document imaging platform, storage platform, and other supporting software and tools (i.e., middleware integration, security, system management, and performance monitoring) to implement and support line of business applications. In addition, technology infrastructure is the base for providing essential services (i.e., authentication, storage, file sharing, network addressing, directory, remote access, etc.) that are necessary to implement technology solutions that address validated business and technical requirements and allow for efficient integration of additional infrastructure services and new technologies into the enterprise. Providers should reference these standards when developing responses to IT system solicitations. The IT Plan is available at <http://www.fairfaxcounty.gov/dit/itplan/>.

6.5.2 County Information Systems Requirements: Information systems delivery and management is governed by an Architecture Review Board and other program specific committees that are chartered to advise and/or direct development efforts and promote conformance to a variety of standards including but not limited to those referenced in the IT Plan. In general, solutions must meet the following requirements:

- A. Enterprise Standards: The proposed solution must adhere to County IT Enterprise Architecture and Standards. The County standards are consistent with those being adopted by large, complex enterprises of similar scope, scale, and portfolio diversity and industry best practices that enable interoperability across disparate systems. Often County applications are non-generic varieties specific to local government requirements and/or market and may require interoperability with state and federal processes, thus the County standards include standards being promulgated by the federal government. Corporate applications will typically use industry best of breed that has government focused versions.
- B. Application Platforms and Architecture: The County has adopted the .NET platform for new development and interfaces utilizing XML-based Web Services. The County prefers to use its selected standard enterprise tools for application integration over any proprietary or non-conforming approach in bridging systems and exchanging data.
- C. Application Integration and Interoperability: The County uses a services-oriented architecture with set standards for publishing, consuming, and orchestrating services. Generally speaking, the County prefers to use its selected standard enterprise tools for application integration over any proprietary or nonconforming approach in bridging systems and exchanging data.
- D. E-Business Integration: County E-government strategy is to enable and empower a citizen centric government whereby citizens, businesses, other government entities, and employees can access government information and value-added services at any time and from anywhere. The County has adopted an architecture that enables the dynamic sharing of services for Government-to-Government (G2G), Government-to-Business (G2B), and Government-to-Citizen (G2C). The Service Oriented Architecture and the use of Extensible Markup Language (XML) is the County's preferred methodology for providing these service integrations.
- E. Web Platform: The County has standard templates that are required for its websites to provide maximum consistency and compliance across applications

SPECIAL PROVISIONS

and content. Any hosted applications and COTS applications will be required to incorporate the County templates as the user interface design in presenting their screens through the public Web. DIT will provide the templates and technical guidance for implementation. Any intranet solution will be required to integrate with SharePoint and .NET Framework.

- F. County Intranet ('FairfaxNET'): The County intranet is designed based-on the SharePoint Framework. FairfaxNET is the portal for employee access to County applications.
- G. RDBMS Platform: The County standard database is Microsoft SQL Server (latest release) on Windows-based servers. All database-related components of the solution (e.g., tables, stored procedures, scripts, XML schema, and related information) must be fully accessible and available for supportability by central DIT. COTS solutions must be developed and configured using prescribed standards for SQL running in a virtual environment.
- H. Enterprise Messaging: Microsoft 365 Government that includes Microsoft Exchange, Microsoft Teams, and serves as the County's messaging and collaboration software, supplying E-mail, calendaring, tasks, and contacts to Microsoft Office 365 Outlook local and web access clients.
- I. Storage and Backup: For server-based applications and systems, the County currently uses storage area network (SAN) or network attached storage (NAS) and similar technologies from NetApp and Nutanix. Rubrik is utilized for secure enterprise backup and ransomware recovery while Zerto provide failover and disaster recovery.
- J. Analytics and Reporting: The County currently uses several industry standard reporting tools associated with COTS solutions. The County prefers that new solutions are compatible with its current environment in relation to standard report products and minimize the use of embedded and proprietary tools as the sole means of producing management and operations reports. Any such components need to be replaceable with the County's standard reporting and analysis solutions as needed. Also, the County prefers to isolate the reporting environment from the transactional system so that report analytics and deep system interrogation can be accomplished while in production mode without affecting user system performance experience.

6.5.3 Enterprise Data Communications Network: The County's Enterprise Data Communications Network serves as the data communications backbone that provides countywide access to information technology resources. Operated by the Department of Information Technology infrastructure Division, the Enterprise Data Network connects approximately 16,000 computer devices in over 300 locations. The County standard network protocol is TCP/IP. 100 GigE is the standard backbone speed, 10 GigE to servers, and 1 GigE to desktop and tablet computers.

The Enterprise-Wide Area Network (WAN) is built of two different architectures. The Institutional Network or I-Net is a dark fiber ring via multiple 10 Gigabit DWDM fiber optic backbone over seven hub sites and two key resource centers. The I-Net also employs MPLS (Multi-protocol Label Switching)/VRF (VPN Routing & Forwarding) to allow I-Net to service many types of diverse data traffic whether it is County, public access, public safety, government/schools partner enterprise, and general government partners. The new County voice platform (Avaya) runs over the I-Net with VoIP capabilities available for voice/data integration requirements. The remaining WAN sites are supported via Verizon ATM and TLS services.

The various wireless technologies, both commercial and 802.11x, are rapidly expanding throughout the County's network. NetMotion is used to allow seamless

SPECIAL PROVISIONS

mobility between wireless architectures and to provide a secure VPN tunnel. All supported network systems are based upon open standards and compliance with published standards for any network-connected device or system.

- 6.5.4 **Voice Communications Network:** The County's Voice Communications Network supports over 30,000 end points providing voice communications services to all County agencies, as well as various affiliates via County owned systems located in buildings throughout the County. These systems connect via telephone company lines and several direct County-owned connections are managed centrally through the network, supporting local and long-distance calling, call centers, IVR (Interactive Voice Response) systems, voice mail, conference bridging, audio-video teleconferencing, hot-lines, special '800' numbers for specific programs, industrial systems monitoring devices, and residential services for County-operated group homes and apartments. The County's new IP-based telephony platform can enable integration with enterprise messaging and data platforms. With its ability to leverage the cost saving technology inherent with the County's Fiber Optic Network (I-Net), as we migrate most of our Avaya phones toward Microsoft Teams and Anywhere 365 our new platform has been able to more fully exploit the broadband capability that the County's fiber network provides. VoIP will facilitate integration of voice and data integration for supporting telework.
- 6.5.5 **Systems Development and Life Cycle (SDLC):** Any system component that requires design and development effort shall follow the County's SDLC standards. Please reference: <http://www.fairfaxcounty.gov/dit/sdlcs.htm>.
- A. Deliverable documentation must meet standards for content as well as for quality when such requirements exist.
 - B. The County must have unrestricted use to reproduce and distribute any deliverables and documentation for any internal needs. In addition, the County must be permitted to distribute deliverables at its discretion to a third party to enable independent verification and validation.
 - C. The delivery of any proposed solutions must fully conform to the County's change management process and requirements. In general, County staff will manage and promote changes to the production environment only upon clearance through a change management process. Direct access to the production environment is generally prohibited except for vendor-hosted solutions.
 - D. The County has adopted the use of virtual machine (VM) technology for most pre-production environments except mainframe applications. Proposed solutions must be compatible with this approach.
 - E. All solutions whether COTS or hosted must meet Fairfax County IT Security Policy and HIPAA, PHI, PCI, PII and other data privacy requirements.
- 6.5.6 **Security Infrastructure:** The County has implemented a CISCO "Safe" architecture dividing our perimeter into five business groups:
- A. E-Commerce: Supports all public facing web services providing access to County resources for both citizen and businesses.
 - B. Internet Access: Controls County employee access to the internet and allows for content and virus scanning.
 - C. Partners: Allows connections to external "Trusted Partners" to include other Fairfax County entities, Commonwealth of Virginia, as well as public safety connections for several adjoining jurisdictions. This module also supports remote access to the County via VPN to a secure portal using SecureID cards for authentication.

SPECIAL PROVISIONS

- D. Emergency Operations: Supports a secure connection for the County's Emergency Operations Center providing IT resources to the Department of Emergency Operations.
- E. Public Access: Serves the County's Libraries and Community and Recreation Services.

6.5.7 **Security Standards and Policies**: The Information Technology Security policy applies to all information obtained, created, or maintained by County automated information systems. This policy applies equally to all levels of management and to all existing and future information systems at the County. All agencies and persons that may develop, implement, or use County information systems shall abide by requirements and procedures established by the County's Information Technology Security Office as authorized by the County Executive. Adherence to all other policies, practice standards, procedures, and guidelines issued in support of these policy statements is mandatory. Where specific standards and procedures for a policy have not yet been established and documented, all persons with access to County information systems are expected to follow the principles of this policy as well as apply caution in all efforts to safeguard County information, equipment, and data. Additional security requirements are stated later in this document. To read the County's policy, go to:

https://www.fairfaxcounty.gov/informationtechnology/sites/informationtechnology/files/assets/security/pm70-05_01.pdf.

6.5.8 **Variations**: Variations from the architecture and standards may present a barrier to the sustainability of the County's integration and interoperability posture and may be reviewed with prejudice. All Offerors must specifically disclose all aspects of the proposed solution which vary from the documented standards and desired architectures and provide approaches for consideration regarding the manner in which non-standard components may be integrated.

6.5.9 **SECURITY REQUIREMENTS**:

A. **Remote Access**:

Authorized users accessing the County's network remotely shall abide by security policies and procedures to protect the County's equipment, data, and network access as if they were working on premises. Remote access is a service provided by the County and shall be used for authorized business purposes only. To this end, management shall approve every request for remote access.

Remote access to the Fairfax County network shall be done using the DIT provided or supported services that are approved by the Information Security Office.

Agencies or individuals who wish to implement non-standard Remote Access solutions to the Fairfax County production network shall obtain prior approval from DIT and the Information Security Office.

Secure remote access shall be strictly controlled. Control will be enforced via remote access authentication using security tokens that provide one-time password authentication or public/private keys with strong pass-phrases. Furthermore, users may not share passwords or access devices to permit others onto the County network.

Remote Access control will be enforced via network and system level auditing. This information will be readily available for monitoring and review by appropriate personnel.

SPECIAL PROVISIONS

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

Fairfax County employees and Contractors with remote access privileges shall ensure that their County-owned or personal computer or workstation, which is remotely connected to Fairfax County's network, is not connected to any other network at the same time, with the exception of personal networks that are under the complete control of the user.

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

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

By using remote access technology with personal equipment, users shall understand that their machines are a de facto extension of Fairfax County's network, and as such are subject to the same standards that apply to County-owned equipment; therefore, their machines shall be configured to comply with Fairfax County policies and DIT standards for anti-virus software and patch management.

Employees and contractors with remote access shall provide their IP address (if using cable or DSL) to the Information Security Office and implement DIT defined security standards on their home systems, which include, but are not limited to, anti-virus software and firewalls. Periodic scans will be made against these addresses to ensure proper security measures are in place. Violators will have their remote access privileges revoked.

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

Whenever a computer network connection is established between a County computer and another computer at a location outside an official Fairfax County office, and whenever this connection transmits, or is likely to transmit sensitive information, the link shall be encrypted.

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

Users shall not download, install, or run security programs or utilities that reveal weaknesses in the security of a system. For example, Fairfax County users shall not run password cracking programs, network reconnaissance/discovery software/applications, key loggers, packet sniffers, network mapping tools, or port scanners while connected in any manner to the Fairfax County network infrastructure.

B. Sensitive and Confidential Information:

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

SPECIAL PROVISIONS**C. Authorized Tools and Programs:**

Except as otherwise expressly authorized by DIT/ISO, contractor shall not download, install, or run security programs or utilities that reveal weaknesses in the security of a system. For example, Fairfax County users shall not run password cracking programs, network reconnaissance/discovery software/applications, key loggers, packet sniffers, network mapping tools, port scanners or any other non-approved programs while connected in any manner to the Fairfax County network infrastructure.

6.5.10 WARRANTIES:

- A. The County requires a warranty for all solution implemented for the life of the contract. The successful Offeror must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within the warranty period by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services. The Offeror must observe and comply with all Federal, State, County and local laws, ordinances, and regulations in providing the goods and performing the services.
- B. The Offeror shall include in its proposal a list and description of warranties provided, including but not limited to:
 - I. Warranty of Performance – Life of contract performance warranty covering the specifications for and performance of all solutions and services, commencing upon solution acceptance.
 - II. Warranty of representations made by Offeror in response to RFP.
 - III. Warranty Against Viruses – Offeror warrants against deliberate time bombs – encrypted key technology to disable the system or otherwise hinder solution functionality.
 - IV. Warranty of Offeror Capability – Offeror is financially viable and there are no legal proceedings against the offeror that could jeopardize this agreement.
 - V. Warranty of Past Success – System is installed and running at other similar locations, and there is no pending litigation against the offeror based upon problems with the system and offeror performance.
 - VI. Configuration Warranty – Offeror warrants that the system provided and installed includes all components necessary to perform the processing presented.
 - VII. Release Warranty – Offeror warrants the combination of hardware, software, and operating system requirement.

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

6.5.11 HARDWARE REQUIREMENTS:

- A. All hardware must be 100% new equipment delivered in the manufacturers' original packaging and carrying the manufacturers' full warranty. Used, rebuilt, refurbished, remanufactured, newly manufactured, factory produced new model equipment and the like are not acceptable. The warranty period begins after system acceptance and certification by the County that the equipment is in production use. All equipment must be installed according to manufacturers' requirements. All hardware components must be sized appropriately to ensure that the performance requirements of the Offeror's application will be met. Equipment specifications

SPECIAL PROVISIONS

provided by the County within this RFP shall be considered as minimal requirements.

6.5.12 SEPARATE COMPUTING ENVIRONMENTS:

- A. The County may require up to five separate computing environments, with the ability to run concurrently, for development, testing, training, acceptance, and production. To ensure that each environment is technically equivalent, duplicate servers and workstations as specified below shall be utilized except where virtual machine technology is preferred by the County. The County will work with the offeror to duplicate or approximate other relevant environmental considerations such as the network and systems loading to ensure realistic testing scenarios are facilitated.

6.5.13 SERVERS AND WORKSTATIONS:

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

6.5.14 TRAINING REQUIREMENTS:

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

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

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

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

The successful offeror must provide a comprehensive training program minimally covering:

- a. (to be filled in with specific requirements, as appropriate)

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

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

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

6.5.15 DISASTER RECOVERY / CONTINUITY OF OPERATIONS:

SPECIAL PROVISIONS

- A. The Disaster Recovery plan should document the processes necessary to respond to system disruption or a disaster that would affect the system. The plan should be coordinated with the overall agency County Continuity of Operations Plan (COOP). The plan should be based on information collected from the Department of Information Technology about their application access requirements in the event of an emergency.

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

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

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

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

6.5.16 **INTEROPERABILITY:**

- A. The County is pursuing each of these three types of interoperability in the venues where most suited:
- I. Application-Level Interoperability: Agencies or organizations use the same application to perform the same business functions. Shared applications are useful if the application is built specifically with that purpose in mind.
 - II. Data Level Interoperability: Agencies or organizations use standards-based technologies to share specific data elements in specific ways.
 - III. Portal Level Interoperability: Portals enable communities of interest to share data that is of relevance to each through a common interface or portal. Portal level interoperability provides the option to offer several services via a single portal and to address multiple communities of interest that may have an overarching goal such as homeland security. Portals bring streams of data to particular communities of interest and enable filtering, chat functions and other tools and capabilities to be used against the data stream. Portal level interoperability relies on standards-based data level interoperability.

6.5.17 **OFFEROR'S SURETY:**

- A. Provide the following information regarding the Offeror's surety:

Surety Company: _____

Address: _____

Individual to Contact: _____

SPECIAL PROVISIONS

Title: _____

Telephone Number: _____

The Surety must be included in the current list of "Companies Holding Certification of County as acceptable sureties on federal bonds and as acceptable reinsuring companies" as published in Circular 570 by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department.

Using the Surety Statement included in this Application, Surety shall state that, based on the Surety's present knowledge, Surety knows of no reason at this time that Surety would not be able to provide the following bonds for the applicant in connection with the Project.

- a. Performance Bond
- b. Payment Bond

The County expressly reserves the right to reject the applicant if the Surety Statement does not satisfy the foregoing requirements.

6.5.18 COSTS FOR INTERFACES AND DATA CONVERSION:

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

6.5.19 BACKUP AND RECOVERY:

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

6.5.20 SYSTEM ADMINISTRATION:

- A. The proposed solution must provide a suite of system administration tools to support the effective ongoing operation of the systems. The full suite of system administration tools native to the operating system and database utilized shall be available to appropriate County personnel.
- B. System administration capabilities, at a minimum (where applicable), must include the ability to:
 - I. Create and maintain user accounts
 - II. Manage security
 - III. Manage backup and recovery processes
 - IV. Monitor and tune system performance
 - V. Install and configure hardware
 - VI. Install and configure software/updates
 - VII. Monitor and maintain interfaces
 - VIII. Schedule procedures
 - IX. Manage disaster recovery procedures
 - X. Configure alerts
 - XI. Organize and maintain system documentation
 - XII. Perform remote management

SPECIAL PROVISIONS**XIII. Other capabilities as deemed necessary by the County**

- C. The system administrator must be able to modify the layout and data elements displayed on all Offeror supplied forms and screen masks and create macros for completing common user functions.
- D. The system administrator or other authorized user must also be able to add a report, macro, or function to the application menu and add new data elements to forms or to report formats.
- E. All system administration procedures must be supported by a detailed logging, auditing, and reporting capability.

6.5.21 SYSTEM DOCUMENTATION:

- A. The Offeror will supply documentation in printed and electronic format (i.e., MS Word, PDF, or other format at the County's option). The proposed solution must include complete documentation including, at a minimum:
 - I. Technical Documentation (1 PFD file and 2 printed copies initially then as needed) - must describe the technical architecture of the product as installed, configured, and customized. The technical documentation must include information regarding the relational database design (data dictionary), record or table layouts, file schemas and use of application programs interfaces (API's), program description, and report manual. The Offeror must compile and provide to the County complete documentation for all hardware, COTS, and customized components of the solution environment.
 - II. Systems Administration Documentation (1 PFD file and 2 printed copies initially then as needed) - must describe the steps and procedures needed to operate the products as installed, configured and customized, on a day-to-day basis. It must include information relating to procedures for system start-up and shut down, batch job submission procedures, security procedures, table maintenance procedures, etc.
 - III. User Documentation (printed copies, CD/DVD's and web content as County deems necessary) - must describe the operation of the products, as installed, configured, and customized from the perspective of the end user. The documentation must cover sign-on and sign-off sequences, menu operation, screen descriptions, means of invoking online help facilities, report generation, etc., and must be targeted to specific user groups.
 - IV. The Offeror shall, at no additional charge to the County, provide updated technical, System Administrator, and user documentation when major system changes or updates occur such as Versions or Releases. Documentation will be provided in electronic format with permission for the County to distribute internally as needed. All new versions and releases must be accompanied by a document clearly explaining the new functionality, features, corrections, etc., addressed by the release or version.
 - V. The Offeror shall, at no additional charge to the County, provide documentation for any system configurations and integrations. System documentation must be provided in PDF format. Any content within the documentation which is considered proprietary in nature shall be so marked.
 - VI. The Offeror shall be responsible for maintaining all documentation for the solution(s) implemented on an ongoing basis.

6.5.22 SOURCE CODE:

SPECIAL PROVISIONS

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

6.5.23 OWNERSHIP OF AND ACCESS TO DATA AND ASSOCIATED PRODUCTS:

- A. The application data is and must remain the sole property of the County. Therefore, all tools and capabilities native to the database/OS environment as proposed, should be available to the County to allow for full access to that data. All tables, layouts, queries, stored procedures, XML schema and other content developed to support the operation of the database and MFD and Production Print and Production Scan applications in the Fairfax environment become the property of the County and shall be available to the appropriate County personnel as needed and upon request. Database query, extract, and download capabilities into external formats such as XML, MS Excel, and the like must be completely operational and available for appropriate County personnel to access.
- B. The above is not meant to include proprietary programs or other intellectual property unique to the Offeror's solution. However, such claim to proprietary content cannot intrude on the County's right to access its data without undue interference or additional cost. Any such proprietary materials must be clearly marked and/or disclosed.
- C. Data owned by Fairfax County may not be used by the Offeror for any purposes without the express written consent of the appropriate County representative.

6.5.24 ANCILLARY AGREEMENTS:

- A. The Offeror shall provide and maintain separation of terms and Agreements for Software Licenses, Software Maintenance, Technical Support, and Consulting Services:
 - I. **Software License:** Software Licenses must be clearly defined as to the use rights. Unless otherwise negotiated, the County assumes a non-exclusive, perpetual use of any licenses purchased, independent of maintenance, services, and or support agreements. Generally speaking, the County will not lease licenses except under "Software as a Service" arrangements that include external hosting.
 - II. **Software Maintenance:** Maintenance, if any, must be calculated from a clearly defined basis and be an optional purchase at the County's discretion. Routine updates, fixes, or patches shall be included within the base license and shall not be subject to a separate maintenance contract. Unless otherwise negotiated, the County assumes the maintenance basis to be the net price dollar amount of non-exclusive, perpetual use licenses times the annual maintenance percentage amount, not to exceed 20%, and due in advance of the period covered on an annual or quarterly basis. Any software customizations not covered in the maintenance terms must be clearly identified by the Offeror.

SPECIAL PROVISIONS

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

6.5.25 **SOFTWARE UPGRADES AND PATCHES:**

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

6.5.26 **HARDWARE MAINTENANCE:**

- A. The County maintains a five-year replacement program for workstations and a three-year replacement program for servers and associated ancillary equipment. The Offeror shall prepare technology refreshment specifications and costs for installed hardware currently under maintenance agreement every four-years or when requested. If the proposed refresh is accepted in whole or part, the Offeror shall install and support the identified equipment through the warranty and subsequent maintenance periods.

TECHNOLOGY PROFILES AND ADDITIONAL REQUIREMENTS SECTION (END)

SPECIAL PROVISIONS**7. STATEMENT OF NEED:****7.1. Gap Analysis:**

7.1.1. The Contractor will perform a Gap Analysis as the first phase of the project. This work will be completed within 15 days of contract award. It will enable the Contractor to become familiar with the corporate culture of the County, meet the key players involved in the implementation, and evaluate the reasonability of the proposed implementation plan in the County's environment.

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

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

7.1.3. The Contractor shall prepare the following documents:

- Implementation Plan to include Customization and Configuration Plan, as well as Gantt Chart prepared using MS Project or similar
- Training and Communication Plan
- Detailed Final Staffing Assignments
- Final Hardware and Software Specifications
- Pricing Schedule for all required categories
- Other deliverables as negotiated

7.2. Implementation Work Plan and Project Management:

7.2.1. Within 15 days of the completion of the Gap Analysis phase, the Contractor will provide the County with a revised Project Implementation Plan showing the approach, level of effort, task list and breakdown structure, major milestones, and time to completion. The Work Plan, Milestones, and Deliverables will include a Delivery/Completion Schedule that clearly identifies the deliverables and the time of delivery. The work plan should address implementation of each of the subsequent proposed phases of the project.

7.2.2. The Contractor must submit its Work Plan as a Gantt Chart utilizing Microsoft Project or comparable product, itemizing all tasks as appropriate.

7.2.3. The Contractor must also prepare a formal risk management plan for this project as part of this task.

7.2.4. The Contractor will assist the County in identifying and evaluating existing business processes. The new solution will be implemented based on the identified processes and the Contractor when/where necessary will provide alternative processes or solutions to work around the existing process in the new solution.

SPECIAL PROVISIONS

- 7.2.5. The Contractor will provide formal weekly updates on project status to the authorized County representatives. Such updates shall include, but not be limited to, all completed or pending actions, status of deliverables, variances from work plan projections, and planned versus actual delivery dates.
- 7.2.6. With the authorized County representatives, the Contractor will participate in monthly project briefings to communicate project status to key stakeholders.
- 7.2.7. Discussion with and approval by authorized County representatives will be required to finalize the plans and effective dates.

7.3. Physical Environment:

The Contractor should take into account physical environment requirements and limitations (i.e. space, electrical, temperature, humidity, ventilation, noise, etc.) when presenting final plans and before installing any solution. A formal physical assessment should be conducted for each location a solution is to be implemented or installed to assure compliance to Contractor and County requirements.

- 7.3.1. **Print Services Electrical and Space Requirements:** Print Services has a single dedicated environment with ample space, but Contractor's equipment electrical and environmental requirements may differ from current state. These issues should be addressed before the RFP closes via questions addressed in an Addenda.
- 7.3.2. **MFD Electrical and Space Requirements:** The majority of MFDs will be located within 'Office Suites' close to cubicles, offices, and conference rooms while others will be located in special 'Copier Rooms', each with its own power and space limitations that should be considered when presenting a solution. Contractor should state electrical (including various power modes (i.e. running, standby, etc.)) and space requirement for each proposed MFD:

Room Type	Power Requirements	Space Requirements
Office Suite	120-volt, 15 amp circuit 5-15R	5' width x 3' depth max
Copy Room	120-volt 15 amp 5-15R –or– 120-volt 20 amp dedicated circuit 5-20R T-slot	10' width x 6' depth max

- 7.3.1. **Voice/Data Connectivity:** The majority of devices today are connected to the County's voice and data network. During the formal physical assessment and before placement of devices the Contractor should ensure proper type of connectivity exist.
- 7.3.2. **Temperature and Humidity:** Contractor should also take this into consideration when assessing the physical environment and before installing devices. Heat output (BTU/h) can be an issue for confined spaces therefore the Contractor should state the BTU/h for all hardware proposed in their various operating modes (i.e., running, standby, etc.).
- 7.3.3. **Noise Level:** Noise should be considered when determining selection and placement of equipment. dB (A) SPL (decibel) levels for each device and their various operating modes i.e. running, standby, etc. should be stated.
- 7.3.4. **Emissions:** Contractor must state all known emissions (gases and particulate (i.e., volatile organic compounds, ozone, styrene, dust, toner particles, etc.)) and associated levels. Toner should be free of carcinogens, mutagens, and teratogens. Contractor should also state compliance for all known emission standards.

7.4. Application Development and Configuration:

The Contractor shall customize the base solution in accordance with the gap analysis, Work Plan, and functional specifications as developed and approved. The Contractor shall configure

SPECIAL PROVISIONS

the solution to meet operational and performance requirements, including multiple user environments; all interfaces (internal and external); all data and telecommunications links; and the security environment. The task will be considered complete when an authorized County representative has accepted all the modifications.

7.5. Acceptance Testing:

- 7.5.1. The Contractor must demonstrate through an acceptance process stress test that the solution performs as required in the County's technical environment and various remote facilities, and that the solution meets or exceeds the County's functional requirements. The Contractor shall develop, with input and approval by the County, specific written criteria for acceptance testing that will objectively measure each such functional requirement.
- 7.5.2. The final acceptance test must use Fairfax County approved data and include report generation.
- 7.5.3. The final acceptance test must adequately represent a percentage of the production solution.
- 7.5.4. The final acceptance test must exercise all functionality and components successfully.
- 7.5.5. Where applicable, Contractor must test back-up/recover features successfully.
- 7.5.6. The failure of any specific portion of the test will require that the entire test be rerun, not just the failed portion of the test.
- 7.5.7. The solution is accepted only after both parties agree that the full test was successful, and an authorized County representative has certified in writing of final acceptance of the product.
- 7.5.8. No warranty period shall begin until after such certification of successful acceptance testing is issued.

7.6. Cutover and Acceptance:

The Contractor is responsible for solution cut-over. Cut-over plan and activities must be approved by an authorized County representative. Upon completion of installation, there will be a technical turnover of the modified system from the Contractor to DIT. The County requires that changes to the base solution be fully documented.

7.7. Training and Communication:

The Contractor shall develop a training and communication work plan and curriculum to be approved by a County authorized representative. The work plan should include periodic follow-up and update training and communication especially when a new HW/SW release or version is installed. The Contractor's County-approved training schedule must be closely coordinated with County staff to coincide with the installation of the software and hardware. Upon acceptance by a County authorized representative, the Contractor shall implement said approved plan.

7.8. Warranty:

After final production cutover and acceptance testing certification, the system will move into the warranty phase, which extends for entire term of the lease.

8. TECHNICAL PROPOSAL INSTRUCTIONS:

SPECIAL PROVISIONS

The offeror must submit the Technical Proposal as instructed in Bonfire containing the following information, in searchable, PDF format. 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. In addition, the offeror will submit in Bonfire and executed County's Cover Sheet (DPMM32), all the Attachment A documents, Attachment B, Attachment D, Attachment E, and all issued Addenda (as applicable).

8.1. 1. Cover Letter:

- a. The letter will indicate the principal or officer of the Offeror organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects of the scope of services and provisions on behalf of the Offeror.
- b. Signed County's Cover Sheet (DPMM32)

8.2. 2. Offeror Profile and Product History:

The Offeror will provide a profile of its organization and all other companies who will be providing products or services either through a subcontracting arrangement with the Offeror or through a separate contract to be negotiated with the County. At a minimum, the Offeror will provide the following information on a single page:

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

8.3. 3. Understanding of the Statement of Needs:

The Offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the "Statement of Needs" described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers providing the following information below:

- a. Statement and discussion of the requirements as they are analyzed by the offeror.
- b. Offeror's proposed technical approaches and a detailed outline of the proposed program for executing the requirements of the Statement of Needs and achieving project objectives.
- c. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification, or understanding of the Statement of Needs as applicable.
- d. Offeror should demonstrate an awareness of difficulties in the completion of this

SPECIAL PROVISIONS

undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

- e. Offeror should include detailed description of activities that are to occur, significant milestones, and anticipated deliverables as applicable.

8.4. **4. Proposed Solution**

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

a. **Describe Data Import and Export**

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

b. **Describe Security**

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

c. **Describe Network Requirements**

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

d. **Describe Disaster Recovery/Continuity of Operations**

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

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

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

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

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

e. **Include an Updated Software Maintenance Agreement**

SPECIAL PROVISIONS

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

f. Describe Product Support

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

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

<http://www.fairfaxcounty.gov/dit/sdlcs.htm>

h. Identify Database Software

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

i. Identify Reporting Tools

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

j. Describe Software Application(s)

Offeror must provide a detailed description of the product functionality, capabilities, reliability, performance and include a discussion of any limitations as compared to the requirements set for the in the RFP.

k. Describe Network Connectivity Requirements

Identify any hardware, software, services required to connect to County network and include an architectural diagram. Network ports and protocols and traffic flow must also be listed in the architectural diagram.

l. Provide a Software License Agreement

Offerors will provide in this section a copy of all software license agreements that they will be requesting the County to execute. In general, the County prefers to obtain non-exclusive perpetual licenses. The license agreements should address all software components including third-party software, base system software provided by the Offeror, and custom software developed specifically for this project. The software license agreements provided should be the actual documents (or exact duplicates) of the forms to

SPECIAL PROVISIONS

be used for this project, not a typical or sample document. The offeror shall identify any conditions of the software license agreements that differ from the requirements for software licensing identified in the RFP Documents.

- m. **Software Updates:** The offeror must explain how new releases or upgrades are handled; indicate how long it takes on average to install and test a change/release/upgrade, and describe the typical process used to implement updates/changes/releases. Offerors shall also provide the dates and release number for enhancements and service releases for the past five years.
- n. **County Documents:** Offerors should include in their proposal the following:
 - **Attachment A (A1-A7)**
 - **Attachment B**, Affirmation of Legally Required Contract Terms
 - Complete Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements (**Attachment D**)
 - Completed **Attachment F**: Fairfax County IT Services Provider Consultant/Contractor Agreement, for the firm and its personnel that have roles in the implementation and management of the solution implementation and post implementation maintenance and support, as applicable. This requirement is non-negotiable

8.5. **5. Treatment of the Issues:**

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

8.6. **6. Statement of Qualifications:**

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

1. **Organizational and Staff Experience:** Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter. The Offeror's record should reflect from the date of this RFP a minimum of five (5) years of contiguous experience in work of a similar nature and magnitude to that being proposed. Relevant experience must be associated with projects completed not more than one year prior to the date of this RFP. The County is interested in reference sites with similar services and is interested in organizational competence certifications.
2. **References:** Special notation must be made of similar or related solutions performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference. The Offeror will provide a reference for at least eight customers. References should contain the contact information for relevant installation sites, including customer name, site location, industry, customer base, user base, implementation date, hardware platform, product name/version number, and a brief description of the engagement.
 - a. Provide four (4) customer references within the US that Offeror is currently and actively doing business with. Two (2) of the references must be within the Metropolitan Washington Region, one (1) of which must be a like sized local government or public school. The two (2) remaining references must be outside the Metropolitan Washington Region, one (1) of which must be a like sized local government or public school.
 - b. Provide four (4) customer references (like sized local government or public school is preferred) within the US that Offeror is not currently or actively doing business with.

SPECIAL PROVISIONS

Two (2) within the Metropolitan Washington Region and two (2) outside the Metropolitan Washington Region. Offeror should describe why business is no longer being conducted with these customers and provide supporting evidence.

3. **Personnel:** Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel. The technical areas, character, and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.

4. 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 Offeror organization, and amount of time to be devoted to the project. This requirement includes Consultants as well as regular employees of the offeror, if relevant.
 - a. The County will only accept Offeror personnel who have significant, relevant experience with the offeror's systems and can show a successful track record at locations of similar size and complexity as Fairfax County.
 - b. All Offeror personnel assigned to work on-site at Fairfax County may be required to undergo a criminal history check and sign a non-disclosure agreement. Off-site personnel may also be subject to a criminal history check depending on the sensitivity of the data involved. Please note that arrangements for required criminal history checks must be made in advance with appropriate County personnel. The County reserves the right to reject any personnel proposed by the offeror for any reason.
 - c. Support personnel proposed must have the necessary level of training and experience with the application suite to ensure that the County is receiving expert-level support. The Offeror must provide the County with a listing of all certificates, training courses and other relevant evidence to document the level of expertise of proposed support personnel.
 - d. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Procurement Agent.

5. **Financial Statements:**

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

9. **COST PROPOSAL INSTRUCTIONS:**

- 9.1. The offeror must submit a cost proposal in fully indexed, searchable, PDF format fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see **Attachment C**). 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.

SPECIAL PROVISIONS

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

Failure to submit Cost Worksheets may render the cost proposal non-responsive. Offerors should provide fixed prices in all areas where possible and give their best estimates on all others. The Offeror must identify those costs that are not fixed. Proposed pricing shall be F.O.B. destination and shall NOT include state and local taxes.

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

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

10. CONSULTATION SERVICES:

- 10.1. The Contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 A.M. and 5:00 P.M., Eastern Time, Monday through Friday.

11. PRICING:

- 11.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), U. S City Average, or other relevant indices as determined solely by the Procurement Agent. Annual recurring maintenance fees associated with all software shall not increase cost beyond the Consumer Price Index or CPI for a given year.
- 11.2. 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 All items (CPI-U), etc.). Increases are not guaranteed, but will be granted at the discretion of the Purchasing Agent.
- 11.3. Offeror will dynamically from month to month provide the County the lowest available price for any/all collective or individual solutions implemented to meet or exceed that of any contract the offeror has. The price will never increase for any reason without prior approval from an authorized Fairfax County Government representative. Price decreases shall be made in accordance with paragraph 40 of the General Conditions & Instructions to Offerors.

12. TRADE SECRETS/PROPRIETARY INFORMATION:

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

SPECIAL PROVISIONS

- 12.2. **The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary.** Disposition of material after award(s) should be stated by the offeror.
- 12.3. Request for Protection of Trade Secrets or Proprietary Information (**Attachment A3**) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 12.4. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

13. CONTACT FOR CONTRACTUAL MATTERS:

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

Yong Kim, CPPB, Contract Specialist II
 Department of Procurement and Material Management
 Telephone: (703) 324-3217; TTY: 711
 E-mail: yong.kim@fairfaxcounty.gov

- 13.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee ("SAC") about this procurement (see Section 18.2).

14. REQUIRED SUBMITTALS:

- 14.1. Each Offeror responding to this Request for Proposal should supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal.
- 14.2. Failure to sign "**Attachment B**" (Affirmation of Legally Required Contract Terms) may result in rejection of the offeror's proposal.

15. SUBMISSION OF PROPOSAL:

- 15.1. Proposals must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Submissions will only be accepted through the portal. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com or click on the link "Contact Bonfire Support here" under Need Help?. (Note: it takes an average of 16 minutes to an hour for a response). Therefore, offerors shall take the necessary steps to submit their proposals in advance.
- 15.2. Offerors can view all the user guide which provides step by step instructions regarding use of Bonfire: <https://support.gobonfire.com/hc/en-us/categories/360000773733-User-Guides>.

Listed below is a helpful guide that will assist offerors regarding Submission:

- Creating and uploading a submission
<https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors->

SPECIAL PROVISIONS

- 15.3. If, at the time of the scheduled proposal closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire system.
- 15.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
- 15.5. 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.
- 15.6. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired.
- 15.7. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

16. ADDENDA:

- 16.1. Offerors are reminded that changes to the proposal, 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 as instructed on the addenda.
- 16.2. The last day to submit questions to be addressed in the addendum will be addressed in Bonfire under "Questions Due Date." All questions pertaining to this RFP shall be submitted to dpmteam1@fairfaxcounty.gov.
- 16.3. Notice of addenda will be posted on eVA and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at <https://fairfaxcounty.bonfirehub.com>.

17. PROPOSALS ACCEPTANCE PERIOD:

- 17.1. Any proposal submitted in response to this solicitation shall be valid for 300 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.

18. BASIS FOR AWARD:

- 18.1. The Procurement Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County. A Selection Advisory Committee ("SAC") has been established to review and evaluate all proposals submitted in response to this RFP. The SAC 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.
- 18.2. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the SAC or any person involved in the evaluation of the proposals. SAC members will refer any and all calls related to this procurement to the procurement official named in 13.1 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.

SPECIAL PROVISIONS

- 18.3. The County Procurement Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 18.4. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Procurement Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offeror's most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

18.5. **Evaluation Process:**

18.5.1. **Part I – Overall (80 [points])**

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

- a. **Offeror Profile:** Offeror stability, industry presence, and commitment to the proposed product will be evaluated using information provided from Special Provisions, Section 8.2, (Offeror Profile and Product History). The County will also evaluate the offeror's commitment to the product and its continued enhancement using information provided in the Offeror Profile and Product History.
- b. **Product Functional Fit:** The extent to which the proposed solution will meet the County's functional requirements will be determined based on the offeror's responses in the Statement of Requirements section 6.
- c. **Product Technical Fit:** The extent to which the product meets the County's technical requirements will be evaluated based on the responses to the Statement of Requirement section 6 and the information provided in response to the following Statement of Need and Attachment D & E.
- d. **Conformance:** Degree of conformance to the County's technical architecture standards based on the offeror's responses in the Statement of Requirements section 6.
- e. **Configurability:** The proposed product is easily changed and/or modified by users and is rich in configurable features and functions based on the offeror's responses in the Statement of Requirements section 6.
- f. **Product Integration:** The proposed product has modules/code/processes that address all modules listed in the RFP and have been demonstrated to perform in a seamless manner installed based on the offeror's responses in the Statement of Requirements section 6. In instances where additional products are needed to support County business needs the vendor demonstrates experience with the proposed additional products.
- g. **Customization and Functionality:** The extent of changes needed to comply with business requirements based on the offeror's responses in the Statement of Requirements section 6.
- h. **Proposal Implementation Plan:** The Offeror's ability to successfully implement the proposed solution will be measured based on the information provided paragraph 8.4, Technical Proposal Instructions. Review will focus on the following:
 - Methodology and approach
 - Timeline
 - Implementation history

SPECIAL PROVISIONS

- Project organization

- i. **Proposed Personnel** – The offeror has proposed highly qualified, experienced personnel for their proposed project team roles. The number of full-time employees and expected duration of service for each individual is clearly stated and adequate to perform the work. The experience level and/or technical expertise to be provided by each team member are stated. Also, include a full resume of each individual who will be assigned to this engagement. The review will focus on the following:

- Staffing levels
- Staff product experience
- Staff Qualifications

18.5.2. **Part II – Cost (20 points)**

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

18.5.3. **Part III – Demonstration & Proof of Concept (50 points)**

- A. **Product Demonstration:** An on-site scripted demonstration will consist of presentations in the following areas and will be at no cost to the County:

Offeror presents an overview of their proposed solution to the County

- System Features and Functions
- System Administration functions
- System Reporting Functionality
- Previously executed change management strategy and/or plan for a mid to large-size organization with multiple lines of business
- Previous algorithmic analysis experience to support records compliance (not including security/privacy), and preservation decisions or actions on large data collections.

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

- Product usability – the intuitive logic, look, feel, and execution of the solution; the extent to which the user is able to use the solution with minimal instruction, ease of use of the product.
- Product flexibility – Configurability of the solution to meet the specific functional needs of the customer.
- Product Functions and Features - Extent to which the product performs the functions and provides the features listed in the Detailed Functional Requirements.
- Preparation – Professional demeanor, responsiveness, quality of assistance and thoroughness of the vendor in preparing for and executing the demonstrations, including the manner, extent, and tone of response to user questions and inquiries.
- Technical Product Assessment – Ease of installation in the County technical environment, configurability during installation, responsiveness of offeror technical staff. The County's Department of Information Technology will provide a Technical Team to assist the offerors in the product install and technical configuration. The Technical Product Assessment will be conducted by the County technical staffs who are involved.

SPECIAL PROVISIONS

- B. **Proof of Concept:** A proof-of-concept phase is necessary to prove the Offerors proposed solution will work in the County environment. The selected Offerors are responsible for all associated actions and are required to deliver and install all offered solutions. The County will be using an environment similar if not identical to the existing County environment. There will be no cost to the County to perform the Proof of Concept. Offeror will (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, and services necessary; (b) furnish all materials, supplies, and equipment specified and required; (c) provide and perform all necessary labor; (d) provide all equipment operation training as specified; and (e) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP in the most timely (should not be more than two weeks to complete), effective, efficient method possible.

- 18.6. **Site Visits and Reference Checks:** Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors.

The County may contact references provided with the proposal. **Reference Checks:** The offeror's ability to meet the service requirements of its customers, and its responsiveness to its clients will be evaluated through discussions with Offeror references supplied in Offeror Qualifications and supplemental discovery work, as necessary. Research will target areas concerning offeror history, such as implementation success, cost overruns, project support and post implementation support, and may include inquiries concerning the product, such as stability, flexibility, and usability.

Note: The County may contact any other site that may have experience with the offeror's products.

- 18.7. The Selection Advisory Committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The County will consider all cost and business terms to be negotiable and will not be artificially constrained by an Offeror's internal corporate policies. In short, Offerors that contend they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be elevated to the final negotiation phase. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 18.8. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 18.9. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this RFP 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.
- 18.10. The County may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Offerors at any time to gather additional information. Furthermore, the County reserves the right to delete or add functionality (e.g., hardware, third party solutions, services) at any time.

SPECIAL PROVISIONS**19. INSURANCE:**

- 19.1. The Contractor is responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all 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.
- 19.2. The Contractor shall, during the continuance of all work under the contract provide the following:
 - a. Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 in aggregate, to protect the Contractor, its sub-Contractors, and the interest of the County, its officers, employees and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.
 - c. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
 - d. Professional Liability Insurance in the amount of \$1,000,000 per claim to cover each individual professional staff.
 - e. Cyber Insurance, in an amount not less than \$5,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for or on behalf of the County hereunder. Contractor's policy will provide for Data Security & Privacy "Cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage). Such insurance will be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement.
- 19.3. Liability Insurance "Claims Made" basis:
 - 19.3.1. If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same.
 - 19.3.2. The Contractor must either:
 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

SPECIAL PROVISIONS

- 19.4. Liability insurance may be arranged by a combination of primary and excess or umbrella policies
- 19.5. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
- 19.6. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- 19.7. 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: VII.
- 19.8. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VII or better.
- 19.9. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- 19.10. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- 19.11. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- 19.12. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary and non-contributory to all other coverage the County may possess."
- 19.13. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 19.14. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 19.15. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.

SPECIAL PROVISIONS

- 19.16. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- 19.17. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 19.18. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

20. METHOD OF ORDERING:

- 20.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 20.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 20.3. 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.
- 20.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 20.5. 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.

21. REPORTS AND INVOICING:

- 21.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to the Project Manager, monthly statistical reports and an annual tabulated report
- 21.2. If multiple departments are involved, the Contractor must invoice each Project Manager separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send the Project Manager(s) an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
 - a. Project Milestone
 - b. Project Phase and task;
 - c. Date of services
 - d. The type of services; and,
 - e. The itemized cost for each item/service.

Describe ability to customize invoices/billing based on Fairfax County requirements; give examples.

- 21.3. The Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 21.2, a-e. The Contractor will mail the invoices and the utilization reports to the addresses identified in the final contract.

22. CHANGES:

SPECIAL PROVISIONS

- 22.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's 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 Procurement Agent must approve all work that is beyond the scope of this Request for Proposal.
- 22.2. Lease agreements for individual MFDs may be suspended or cancelled at any time during the lease period by the County without penalty or further obligation. A thirty (30) day notice will be provided to Contractor by the County prior to individual MFD lease suspension or cancellation.
- 22.3. 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 Procurement Agent.

23. DELAYS AND SUSPENSIONS:

- 23.1. 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 Procurement 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.
- 23.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Vendor must give the County Procurement Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Vendor. The County may extend the Vendor's time of completion by a period of time that in the discretion of the Procurement 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 Vendor.
- 23.3. Delivery/Service delays beyond the contracted date will result in added expense to the County. The County shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the County per occurrence in the amount of \$100.00 per calendar day beyond the delivery/service date specified. This amount shall be fixed as liquidated damages that the County will suffer by reason of such delay, and not as a penalty. The County shall have the right to deduct and retain the amount of such liquidated damages from any monies due the Contractor.
- 23.4. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Procurement 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.

24. ACCESS TO AND INSPECTION OF WORK:

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

25. OTHER SERVICES:

- 25.1. The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient

SPECIAL PROVISIONS

information to allow the County's administrators to monitor the program's progress and effectiveness. The County's administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than January 1 of each contract year.

26. DATA SOURCES:

- 26.1. 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.

27. SAFEGUARDS OF INFORMATION:

- 27.1. Unless approved in writing by the County Procurement 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.

28. ORDER OF PRECEDENCE:

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

29. SUBCONTRACTING:

- 29.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations. by Fairfax County, as a small, minority-owned, and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

30. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 30.1. Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Procurement. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer.
- 30.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 30.3. 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.
- 30.4. Each public body has the option of executing a separate contract with the Vendor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with this contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

SPECIAL PROVISIONS

- 30.5. 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.

31. NEWS RELEASE BY VENDORS:

- 31.1. 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 Procurement Agent for review and approval.

32. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 32.1. 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.
- 32.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 711. Please allow two (2) working days in advance of the event to make the necessary arrangements.

33. HIPAA COMPLIANCE:

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

34. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 34.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award. (See Attachment A4)

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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 initialed 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 64, 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: <https://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.
18. **UNBALANCED BIDS**—A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent, both mathematically and materially unbalanced, may be rejected as non-responsive.

SPECIFICATIONS

- 19. 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.
- 20. 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.
- 21. 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

- 22. 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-responsive 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.
- 23. 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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- 24. 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.

25. 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.

- 26. 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.
- 27. 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.
- 28. 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

- 29. TERMINATION OF CONTRACTS-**Contracts will remain in force for (i) the full period specified or (ii) until all articles ordered before date of termination, but arriving after the termination date, are satisfactorily delivered, accepted, and any further requirements and conditions are met, unless the Contract is:

- 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.

30. TERMINATION FOR CONVENIENCE-

- a. 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 will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective.
- b. An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 30.b shall survive termination of the contract.

31. 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 has the right to terminate the contract. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is 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 the County's 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.

- 32. CONTRACT ALTERATIONS-**No alterations in the terms of a contract shall be valid or binding upon the County unless made in

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

writing and signed by the Purchasing Agent or her authorized agent.

- 33. SUBLETTING OR ASSIGNMENT** -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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. NON-DISCRIMINATION-**During the performance of this contract, the Contractor agrees as follows:
- 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.
 - 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.
 - 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.
 - 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.
 - 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.
- 38. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE-**
- 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.
 - 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.
 - 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 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
- 39. 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.
- 40. 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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.

41. **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.

42. **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

43. **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.

44. **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.

45. **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.

46. **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.

47. **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.

48. **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.

49. **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.

50. **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.

51. **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:

- a. The Purchase Order Number,
- b. The Name of the Article and Stock Number (Supplier's),

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- c. The Quantity Ordered,
- d. The Quantity Shipped,
- e. The Quantity Back Ordered,
- f. 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

- 52. 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

- 53. 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.
- 54. 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.
- 55. 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 on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

- 56. GENERAL GUARANTY-**Contractor agrees to:
- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
 - b. 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.
 - c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - d. 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.
 - e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
 - f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
- 57. SERVICE CONTRACT GUARANTY-**Contractor agrees to:
- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
 - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
 - d. 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.
 - e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

58. INDEMNIFICATION-

- a. **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 59, 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 raising such defense or entering into such 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.

59. OFFICIALS NOT TO BENEFIT-

- a. Each bidder, offeror, or contractor shall certify, upon signing a bid, proposal, or contract, 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. For purposes of this Paragraph, "financial benefit" means any payment, loan, subscription, advance, deposit of money, services personal use rebates or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. If a financial benefit has been received or will be received, this fact must be disclosed with the bid or proposal or as soon thereafter as it appears that a financial 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 financial 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 must disclose 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.

- 60. 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.

- 61. 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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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.

- 62. 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.
- 63. 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).
 - f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.

BIDDER/CONTRACTOR REMEDIES

64. 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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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.

65. 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 5.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.

66. 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.

67. 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 5.C 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 5.C, 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- 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.

68. 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.

69. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met. Statutory requirements include, but are not limited to, the requirements of the Virginia Public Procurement Act, as reflected in the Fairfax County Purchasing Resolution and the requirement that any contractor seeking monetary relief or damages from the County must submit its claim to the Board of Supervisors in compliance with Virginia Code § 15.2-1243 through 1249.

70. 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.

71. 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.

72. 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.

73. 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.

74. AUDIT OF RECORDS The parties agree that the County or its agent must have reasonable access to and the right to examine any 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 shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.

75. PERSONALLY IDENTIFIABLE INFORMATION: Contractor will comply with all applicable laws regarding safeguarding and protection of personally identifiable information made available through this Contract. Contractor must report to the County all breaches that result in exposure of the County's data or other incidents compromising the security of the County's data. For purposes of this section "County data" means data that the Contractor accesses, stores, or hosts pursuant to this Contract and includes "personal information" defined by Virginia Code § 18.2-186.6 or "medical information" defined by Virginia Code § 32.1-127.1:05. Such reports must be made to the County immediately upon discovery of the breach and no later than three days from when Contractor discovered the breach. The requirements of this paragraph are in addition to and do not relieve Contractor of its obligation to comply with any requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

If Contractor experiences a breach of protected health information governed under HIPAA, or substance use disorder information governed under 42 CFR Part 2, the terms of any Business Associate or Qualified Service Organization Agreement between the parties will control.

- 76. 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/ LeeAnne Pender
COUNTY PURCHASING AGENT