



FAIRFAX COUNTY
PUBLIC SCHOOLS

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

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

Informal RFP 3100000381 Student Athlete and Coach Eligibility Software Solution

All questions pertaining to this RFP should be submitted in writing to Michelle Pratt at mrpratt@fcps.edu no later than April 18, 2019 at 10 AM EDT.

Proposals shall either be sent by email to Michelle Pratt at mrpratt@fcps.edu, or by mail at:

Fairfax County Public Schools
Office of Procurement Services
Attn.: Michelle Pratt
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042-1203

Regardless of the proposal delivery method chosen, proposals must be received by the Office of Procurement Services no later than April 23, 2019 at 2PM EDT.



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ISSUE DATE: April 3, 2019	REQUEST FOR PROPOSAL NUMBER: Informal RFP 3100000381	TITLE: Student Athlete and Coach Eligibility Software Solution
DEPARTMENT: Office of Student Activities and Athletic Programs	DUE DATE/TIME: April 23, 2019 2:00 PM	CONTRACT ADMINISTRATOR: Michelle Pratt mrpratt@fcps.edu

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

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

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole Proprietor)

Prompt Payment Discount:

___% for payment within ___days/net ___days

State Corporation Commission (SCC) Identification No.

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

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

☐ MINORITY-OWNED SMALL (X)

☐ MINORITY OWNED LARGE (V)

☐ WOMEN-OWNED SMALL (C)

☐ WOMEN OWNED LARGE (A)

☐ NON PROFIT (9)

CHECK ONE:

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ CORPORATION

State in which Incorporated: _____

Vendor Legally Authorized
Signature

Date

Print Name and Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Director of the Office of Procurement Services at 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM32) rev FCPS 07/15

TECHNICAL SPECIFICATIONS

1. SCOPE OF SERVICES:

- 1.1. The purpose of this Informal Request for Proposal ("RFP") is to solicit unsealed proposals to establish a contract for the provision of a commercial, off the shelf athletic eligibility software solution that will allow FCPS to document and track the completion of required information associated with Fairfax County Public Schools ("FCPS") Coaches' Education Program ("CEP") for coaches employed by FCPS as well as the Student-Athlete Eligibility Compliance System ("SAECS") for students participating in activities and athletics, the "Solution". The Solution shall also provide the ability to host an online educational program. Records residing in the Solution must be accessible at both the local school Activities Offices as well as the central Office of Student Activities and Athletic Programs ("SAAP").
- 1.2. FCPS is not looking for a platform on which to build an application.
- 1.3. Offerors shall ensure that a representative who can bind the firm is available for both the finalist interviews and negotiations, as needed.

2. MINIMUM QUALIFICATIONS

- 2.1. The following are the minimum qualifications an Offeror must meet or exceed, at the time of submission, in order for FCPS to accept a proposal as responsive. Each Offeror must address how it meets each of the below minimum qualifications when submitting its Technical Proposal. If an Offeror fails to respond to each qualification, or if FCPS determines from the response that an Offeror does not meet any one of the minimum qualifications, its proposal may be deemed non-responsive and disqualified from further consideration:
 - A. Offeror required to have at a minimum two (2) years continuous experience in providing education compliance systems to customers similar in size to FCPS.
 - B. The Offeror must be willing to accept the terms and conditions of the FCPS FERPA – DIT Addendum (Appendix C) that will be executed at the time of contract award.

3. CONTRACT PERIOD AND RENEWAL:

- 3.1. This contract will begin on date of award and terminate on June 30, 2025 or upon expenditures totaling no more than \$100,000, whichever occurs first.
- 3.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. BACKGROUND:

- 4.1. Fairfax County Public Schools is the largest school system in Virginia, and the 10th largest in the country, with 196 Schools and Centers and over 188,545 students of which approximately 28,000 participate in high school sports in FCPS annually.

4.2. Student-Athlete Eligibility Compliance System ("SAECS") Requirements

Prior to a student becoming eligible to participate in athletics, the student and/or parents are required to satisfy all SAECS requirements, including:

- Valid pre-participation physical exam (PPE) on file
- Completion by the student and a parent/guardian of the concussion education program
- Completion of the participation pledge
- Completion of the Emergency Care Card (ECC)

4.3. Student File Access

Once the online concussion education program has been completed separately by the student and a parent/guardian, that information should automatically populate a single online file. Additionally, members of the local school Activities Office will need to access the same student file in order to update the remaining portions of the student's record as those components are completed. Finally, the local school Activities Office and the central SAAP Office generate periodic reports highlighting student-athlete eligibility (i.e. a list of students eligible to try out for a sport); this requires access to that single student file by multiple people.

4.4. Coaches' Education Program (CEP)

FCPS currently employs approximately 3300 athletic coaches annually with 400 of those coaches in their first year of employment. All coaches employed by the school division are required to complete the Coaches' Education Program ("CEP") within their first year of employment as a coach, including:

- Completion of hiring process (i.e. badged and fingerprinted)
- FCPS Orientation
- Coaching fundamentals
- Virginia High School League (VHSL) State and Local Component
- FCPS Sports First Aid (SFA)
- Concussion Education

Coaches in the following sports will also need to complete these sport-specific education modules:

- USA Football (football coaches only)
- American Association of Cheerleading Coaches and Administrators (AACCA) certification (Cheer coaches only)
- Pole vault certification (Pole vault coaches only)

As coaches complete elements of the CEP, the respective Activities Office staff is responsible for uploading relevant completion information data in the database. While the majority of these requirements are "one time only" obligations, other elements (e.g. concussion education) must be completed and documented annually by the local school. In addition, the SAAP Office coordinates and hosts two CEP elements: Orientation and Sports First Aid. Completion information for both of these components is uploaded centrally by SAAP Office staff at the completion of the course.

4.5. Reports

Both the local school Activities Office and the central SAAP Office generate periodic reports highlighting coach compliance. The SAAP Office also generates a report detailing coach compliance with CEP requirements which is provided annually to the Virginia High School League.

4.6. Current eligibility system

FCPS is currently using the web-based online office suite Zoho as a documenting and tracking tool for its education programs.

5. **TASKS TO BE PERFORMED:**

Qualified offerors are encouraged to submit a proposal for the following:

- 5.1. **Project Management.** In collaboration with the FCPS project manager, the Contractor shall develop and maintain a project plan with respect to the scope encompassed in this solicitation to ensure the cost, schedule, and quality for a successful implementation of the Contractor's proposed Solution.

The Contractor must submit a task/activity plan specifying to the degree possible the tasks and activities which are to be undertaken. Time lines showing beginning and ending dates for each major task are to be included, as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the contract. The Contractor shall coordinate its activities with FCPS and track the performance of those activities—making adjustments deemed appropriate by the joint FCPS and Offeror project team.

The Contractor shall conduct periodic reviews with FCPS to report on project progress. The Contractor shall include key decision-makers in these reviews as appropriate, as well as the technical and functional resources capable of addressing agenda items in the reviews.

- 5.2. **System Testing:** In cooperation with FCPS, the Contractor shall test the installed Solution to endpoint workstations located within and external to FCPS. The Solution must be fully functional of all RFP requirements, to include authentication. FCPS, at its preference, may monitor internal bandwidth during this testing. The Contractor shall document and track any issues and coordinate the resolution.

- 5.3. **Performance and Security Testing:** The Contractor shall perform stress testing in collaboration with FCPS to assess the Solution's performance under realistic load conditions, to determine under what conditions the Solution will degrade, and to specify sufficient hardware for a full deployment. The cost of this evaluation will be identified separately. The Contractor shall develop the test plan, implement test scripts, create test data, execute the tests, and monitor performance. Based on an analysis of the test results, the Contractor shall recommend actions to improve performance, if necessary. FCPS may elect to perform an active security scan prior to negotiation or award at a time mutually agreed with the vendor.

- 5.4. **User Acceptance Testing:** FCPS will perform user acceptance testing with assistance from the Contractor. The Contractor shall prepare test cases that demonstrate the Solution's ability to meet the agreed upon baseline requirements. FCPS will report any issues found and specify their severity. The Contractor shall review the issues identified, capture their severity and impact, develop a mitigation strategy and timeline and track the issues to closure.

- 5.5. **Content Migration:** The migration plan must have detailed steps, responsibilities, and timelines for moving content from Zoho into the new system. Content to migrate will include 6,200 records for coaches, 57,000 records for students and student demo data. Extraction from existing system will be in .csv file format.

- 5.6. **Deployment Plan and Training:** In collaboration with FCPS, the Contractor shall develop and execute a deployment plan of the configured Solution. The deployment plan must have

detailed steps, responsibilities, and timelines for moving the Solution into production. This plan should include optional training days, at an agreeable time with the Contractor and at a FCPS location for FCPS system administrators and select advanced users in the functionality, optimal use, and maintenance of the Solution. The Contractor shall provide training sessions for users at the local school. Contractor shall also provide online access to training materials and documentation material to system users.

- 5.7. **Consulting:** The Contractor shall be capable of providing consulting services on an hourly and Statement of Work fixed price basis for services beyond the scope of the initial implementation.
- 5.8. **Hosting Services:** FCPS has not determined yet whether the Solution will be hosted by the Contractor or in-house. This will be determined during the negotiations.
- 5.9. **Maintenance and Technical Support:** The Contractor shall provide an extended maintenance agreement, including support, for the term of the contract. Maintenance and support will include software and documentation upgrades, remedy of software defects, and user support for FCPS support staff. The Contractor's support shall include direct toll-free telephone and online access to FCPS support personnel 10 hours a day (7-5 EST), 5 days per week, excluding holidays. If the Solution includes a support plan with different hours than requested, they need to be clearly indicated. The Contractor shall also provide online access for reporting issues, as well as the ability for FCPS to track the status of reported issues online. The Contractor shall describe the method for designating the severity of an issue, respective response times, and escalation procedures. The Contractor shall also provide release notes prior to deployment that include the issues fixed and resolution, any modifications to the software that may not be the result of a fix, any new functionality, and any actions that need to be taken in order to implement the new release (i.e. scripts, configuration change, etc.).
- 5.10. **Warranty Period:** The Contractor shall provide a minimum one year performance warranty covering the specifications for and performance of the application software commencing upon acceptance of phased deliverables. The warranty period will be extended, if necessary, to resolve outstanding substantive issues within the project scope.

6. **FUNCTIONAL REQUIREMENTS**

Offeror's proposed Solution shall meet, or exceed, the requirements listed below.

6.1. **Required Functional Requirements**

- A. The Solution shall provide role-based access to features and functionality supporting configurable assignment of roles; associated authorities and permissions, and an audit trail associating additions or modifications to data with specific users for view, add, edit, and delete functionality.
- B. Accessible both centrally (SAAP Office) and at local school level (Activities Office)
- C. Any record can be added/edited/updated centrally; **ONLY THE FOLLOWING RECORDS CAN BE MODIFIED LOCALLY:**

STUDENT

- Current PPE (yes/no)
 - Date of completion
- Student concussion education complete (yes/no)
 - Date of completion
- Parent concussion education complete (yes/no)
 - Date of completion

COACH

- Coach first name
- Coach last name
- Contact email
- Contact phone number
- FCPS first season coaching
- FCPS first coaching date

- Participation pledge complete
 - Date of completion
 - Emergency care card on file
 - Date of submission
 - 9th grade entry date
 - Fall school assignment
 - Winter school assignment
 - Spring school assignment
 - Fall sport coaching assignment
 - Winter sport coaching assignment
 - Spring sport coaching assignment
 - Hiring process status (complete/incomplete)
 - Date of completion
 - FCPS Orientation status (complete/incomplete)
 - Date of completion
 - VHSL State and Local status (complete/incomplete)
 - Date of completion
 - Concussion education status
 - Date of completion
- D. Coaches will have only “View Only” access to the system, they should not be able to edit their records.
- E. Ability to generate/print reports (e.g. list of coaches at a given school and their status) locally and centrally:
- Coach reports shall indicate completion status (i.e. complete or incomplete) along with the date of completion for each of the six required elements plus any applicable sport-specific requirements
 - Student reports should indicate completion status (i.e. complete or incomplete) along with date of completion for each of the four required elements
- F. Ability for a coach to check his/her status regarding CEP requirements
- G. Ability to modify existing data fields or add new fields as needed centrally (i.e. a new coaches education certification requirement)
- H. Ability to host an online educational program (Sports First Aid and concussion education)
- Solution can host an FCPS developed, web-based educational program for coaches
 - Solution can host an FCPS developed, web-based educational program for parents and students
 - Solution can track completion of the educational programs
- I. Ability to see “at a glance” the eligibility status for an individual coach or a student locally and centrally
- Overall coach eligibility status (yes/no)
 - Reflects completion of the above-mentioned components
 - If all fields are valid = eligible
 - If any field is invalid = ineligible
- J. Ability to import Student Information System (SIS) student demographic information in a mutually agreed file format via Secure FTP (SFTP) or other mutually agreed secure solution.
- K. Ability to import existing coach demographic information via an Excel spreadsheet in a delimited .csv format, preferably pipe delimited.
- L. Existing concussion education records updated following repeated completion attempts
- THE SOLUTION SHALL NOT CREATE MULTIPLE OR DUPLICATE RECORDS FOR THE SAME STUDENT IF HE/SHE OR A PARENT COMPLETES THE PROGRAM MULTIPLE TIMES. Training completion date field shall be updated to the most recent date of completion.
- M. Ability to accommodate up to 200,000 individual records annually
- N. Solution shall only create one record per student for the entire time the student is with FCPS.
- O. Ability to remove the previous year’s concussion education, PPE, participation pledge and ECC records in advance of the next school year at a date/time defined by FCPS.

- As these are annual requirements, need a “clean slate” for the next school year

P. SAECS and CEP details to be recorded:

STUDENT	COACH
<ul style="list-style-type: none"> • School student attends (three-digit number) • Student gender • Student grade • Student birthday (MM/DD/YYYY) • Parent first name (Only one parent) • Parent last name • Parent contact email • Current PPE (yes/no) <ul style="list-style-type: none"> ○ Date of completion • Student concussion education complete (yes/no) <ul style="list-style-type: none"> ○ Date of completion • Parent concussion education complete (yes/no) <ul style="list-style-type: none"> ○ Date of completion • Participation pledge complete <ul style="list-style-type: none"> ○ Date of completion • Emergency care card complete <ul style="list-style-type: none"> ○ Date of submission 	<ul style="list-style-type: none"> • Coach first name • Coach last name • Overall coaching status (complete, incomplete) • Reflects completion of the above-mentioned components • If all fields are valid = complete • If any field is invalid = incomplete • Contact email • Contact phone number (home, work and cell) • FCPS hire date • FCPS first season coaching • FCPS first coaching date • Fall sport coaching assignment • Winter sport coaching assignment • Spring sport coaching assignment • Fall school assignment • Winter school assignment • Spring school assignment • Hiring process status (complete/incomplete) <ul style="list-style-type: none"> ○ Date of completion • FCPS Orientation status (complete/incomplete) <ul style="list-style-type: none"> ○ Date of completion • VHSL State and Local status (complete/incomplete) <ul style="list-style-type: none"> ○ Date of completion • Sports First Aid status (complete/incomplete) <ul style="list-style-type: none"> ○ Date of registration ○ Date of completion • Concussion education status <ul style="list-style-type: none"> ○ Date of completion

6.2. **Desired Functional Requirements**

Integrated registration “portal” for in-person classes (Orientation and SFA)

- Solution allows individuals to register for an in-person class
- Solution develops/maintains rosters for in-person classes
- Solution tracks completion information for individuals completing in-person
- Solution can allow for the addition of “walk-in” participants

6.3. **Data and Records**

The proposed Solution shall meet the following requirements:

- A. Ability for automated data import from external sources such as FCPS student information system (currently the SIS is Edupoint).

- B. Ability for central administrator to extract/export data via Microsoft Excel spread sheet and PDF format for all 25 school programs at school level and central summary level.
- C. Ability to track and record dates of completion, and then export summary information (name, date of completion) via an ad hoc reporting mechanism.

6.4. **Eligibility**

The Solution shall meet the following requirements:

- A. Ability to host a parent accessible online education program, including the ability to record dates for those completing program.
- B. The ability to host a student accessible online education program, including the ability to record dates for those completing the program.
- C. Ability to host/facilitate a multi-step/multi-station, online pre-participation examination process, including tracking/storing demographic, medical history, anthropometric and evaluation data and making that data available for review by athletic trainers in “real time”.
- D. Ability to track and record educational requirements for coaches with the results accessible to multiple school-based and central office users.
- E. Provide compliance reports related to a student’s eligibility to participate, including concussion education and sports physical date.

6.5. **Access, Role-Based Access Control and Permissions within the System**

The Solution shall provide appropriate access, permissions, and prescribed functionality for the following FCPS roles:

- A. Student-athletes: access to sign-in to access training education programs required for compliance or eligibility needs.
- B. Parents: access to student/parent demographic and contact information for their child; access to education and training programs required for compliance and eligibility.
- C. Head and Associate Athletic Trainers: access to create, view and update student records at their school.
- D. Coaches: access to view their CEP status, access to develop rosters; view student-athlete participation status; and access to student/parent contact information within SAECS.
- E. Central administrator: access to records across all schools; ability to control/configure the drop-down fields available to end users on forms; ability to configure feature sets on/off for end-users.
- F. School-based administrators: access to various student, parent, and coach education programs to view as well as access reports to determine completion.

6.6. **Comply with the Americans with Disabilities Act Section 508 and World Wide Web Consortium standards**

- A. Site shall be accessible to those with disabilities. The final design must comply with all requirements of Web Content Accessibility Guidelines, WCAG 2.0.
- B. Site shall have the ability to scale fonts to increase the overall size of the font on each page.
- C. Cascading style sheets shall be utilized to ensure consistency and separation of content and design.

7. **TECHNICAL REQUIREMENTS**

7.1. **Environment and Architecture**

- A. The Solution shall work within a web-based environment that support Windows Internet Explorer v. 9-11 and above, Mozilla Firefox, and Chrome.
- B. The Solution shall be able to operate on iOS mobile devices.
- C. The Solution will use Secured Socket Layer (SSL) encryption for all connections.

- D. The Solution shall have a configurable idle time-out and maximum log on attempt functionality.

7.2. Security and Networking

The Contractor's methodologies must incorporate the following requirements, at a minimum:

- A. The Solution shall support encryption between all server components and client-to-server connections.
- B. The Solution shall have the ability to support firewall traversal techniques. No ports other than 80 or 443 should be required to be open on any participant's firewalls.
- C. The Solution shall have the ability to function in environments that use network and client proxies.
- D. The Solution shall have the ability to provide logon/logoff monitoring and support activity-based auditing of system activities including user access, including, at a minimum, time stamp and source IP data.
- E. The Solution shall have the capability of capturing browser source IP addresses, not just load balancer IP addresses.
- F. The Solution shall have security features that mitigate malicious bots (bot attacks).
- G. The Solution shall support a secure data integration model where FCPS Student Information System (SIS) data will be loaded on a predefined schedule from a secure FPT site, or other mutually agreed approach at a time agreed.
- H. The Solution's physical systems shall include the following security features:
 - Systems shall be stored in a location that protects them from unauthorized physical access. Measures (locks, badges, keycard, etc.) shall be implemented to restrict the access to the systems.
 - The "Need-to-know" principal shall be used to assign physical access rights to these systems, and access shall be monitored and logged. Upon loss of "need-to-know," access rights shall be promptly removed.
 - Record of modifications and repairs shall be maintained and be available to customer upon request.
 - System shall utilize an Uninterruptible Power Supply (UPS) and back-up generator power with proper capacity.
 - System shall include contingency plans to ensure that the information is accessible in emergency situations.
- I. The Solution must meet or exceed FCPS Security Profile requirements. (Refer to Appendix D).
- J. The Offeror must be willing to sign the FCPS FERPA – DIT Addendum with Directory Information Provisions Addendum. (Refer to Appendix C).

7.3. Authentication

- A. The Solution shall provide support for secure LDAP authentication.
- B. It is desirable that the Solution support SAML 2.0 authentication.
- C. It is desirable that the Solution support creation and management of user accounts based on LDAP users and groups.

7.4. Service Level Agreement

The Contractor's proposed SLA structure must meet the following minimum specifications:

- A. The Contractor will ensure a minimum of 99% uptime during business hours, consistent with the FCPS School Board operational expectations, by ensuring service availability, limiting maintenance interruptions, and managing incidents (or "trouble tickets") efficiently.
- B. **Response Time** – The Contractor's response time begins at the time that FCPS notifies the Contractor of a service trouble or outage via repair request, or the Contractor's monitoring/fault detection systems detect the service trouble or outage on its own. Response time concludes when the Contractor commences

performance of remedial service. The acknowledgement of receipt of notification or generation of a trouble ticket on the Contractor's part does not constitute a response.

- C. **Repair Time** – The Contractor's repair begins at the time that FCPS notifies the Contractor of a service trouble or outage via repair request, or the Contractor's monitoring/fault detection systems detect the service trouble or outage on its own. Repair time concludes when the Contractor permanently restores the service to the same or better state, than before the service trouble or outage occurrence.
- D. **Availability of Support Services** – The Contractor shall provide support services to FCPS designated staff (approximately 5 persons) during FCPS business hours (7 a.m. to 5 p.m. EST), Monday through Friday.
- E. In the event that an SLA is breached by the fault of the Contractor, the Contractor must include "service credit" and "critical deliverable credit" as a portion of its remedy to FCPS.

7.5. **Maintenance**

- A. Planned maintenance activities requiring service outages will not be permitted during normal FCPS business hours of 6 AM to midnight EST.
- B. Any anticipated interruption in service as a result of planned maintenance activities will be submitted in writing to FCPS at least seven (7) business days in advance of the scheduled event. Such notification must identify the affected service(s), anticipated outage time, and recovery or rollback options.
- C. The Contractor must notify the designated FCPS personnel immediately of any emergency maintenance activities requiring a service outage, identifying the affected service(s), anticipated outage time, and recovery or rollback options.
- D. During the testing period, if FCPS determines that the Solution, and/or any subsequent modifications or upgrades do not meet the requirements stated in the Contract, the Contractor shall, at no additional charge, correct all deficiencies and/or errors so that the Solution, and/or any subsequent modifications, upgrades, etc., conform to the Contract. FCPS will provide written confirmation of its acceptance following successful completion of the testing period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

7.6. **Account Management and Access**

- A. The Solution shall support a role-based access system following the "need to know" principle. This principle requires each user be granted the most restrictive set of privileges needed for the performance of authorized tasks. The Solution shall support controls to ensure the provision of, and access to data, based on end users permissions for delivery of services based on end-user roles.
- B. The Solution shall support unique user ids for all user classes.
- C. The Solution shall provide FCPS an audit report that details account privileges that can be filterable by school and role.
- D. The Solution shall provide the capability to enforce the FCPS complex password policy as well as provide capability to enforce different password policies for different groups of users. The FCPS security policy is linked for further information:
[http://www.boarddocs.com/vsba/fairfax/Board.nsf/files/8YCPFY647147/\\$file/R6225.pdf](http://www.boarddocs.com/vsba/fairfax/Board.nsf/files/8YCPFY647147/$file/R6225.pdf)
- E. Passwords shall be transmitted and stored in an encrypted format.

8. **TECHNICAL PROPOSAL INSTRUCTIONS:**

- 8.1. The Offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order as presented herein and divided by tabs. Proposals should not contain extraneous promotional materials. Offerors should utilize lay person terms and common terminology wherever possible. Proposals should cover the general topics outlined in this section and emphasize the Offeror's approach to the work. Proposals will be evaluated on the basis of information presented by the Offeror and the evaluation criteria listed in this RFP.

Offerors shall refer to Paragraph 14 for details about the submission of proposals.

The Offeror must submit the Technical Proposal in a separate binder containing the following information divided by tabs:

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

TAB 1: COVER LETTER:

1. The cover letter will provide a brief history of the Offeror and its organization. The letter will indicate the principal or officer of the Offeror organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects of the scope of services and provisions on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.
2. In this section, the Offeror shall demonstrate that it meets all of the mandatory qualification requirements listed in Paragraph 2.
3. This section will also contain the following:
 - County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
 - APPENDIX B- ALL MUST BE COMPLETED AND SIGNED (Offeror data sheet, Pricing Summary, Reference form, Virginia State Corporation Commission, BPOL, Debarment, Certificate Regarding Ethics in Public Contracting, Sample Listing of Local Public Bodies, Business Classification, Proprietary Information, Subcontractor Notification Form)
 - APPENDIX C (Student Confidentiality Addendum)

TAB 2: EXECUTIVE SUMMARY:

The executive summary should:

- Provide a concise statement and discussion of the requirements as they are analyzed by the Offeror and summarization of the services being proposed to meet FCPS' needs and why it is the Solution FCPS should decide to implement.
- Demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.
- Explain technical approach and an outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.

TAB 3: OFFEROR PROFILE AND PRODUCT HISTORY:

The Offeror must provide a profile of its organization. At a minimum, the Offeror will provide the following information on a single page:

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

TAB 4: OFFEROR QUALIFICATIONS:

1. This section will provide a complete overview of the qualifications of the Offeror and must contain the following information, at a minimum.
2. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience shall include, but not be limited to, direct experience with large, distributed enterprise organizations. The Offeror's record must reflect experience in work of a similar nature and magnitude to that being proposed. Relevant experience must be associated with projects completed not more than four (4) years prior to the date of this RFP.
3. References: The Offeror must provide a minimum of three (3) reference of projects of similar size, scope, and complexity to the requested services preferably with large public school districts. References must be associated with projects completed not more than three (3) years prior to the date of this RFP. Provide information on Appendix B.
4. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project must be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources shall be identified.
5. Resumes of staff and proposed consultants are required indicating education, background, certifications, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.
6. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan shall indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project. This includes consultants as well as regular employees of the Offeror, if relevant.
7. Financial Statements: The Offeror shall provide an income statement and balance sheet from the most recent reporting period.

TAB 5: RESPONSE TO TASKS TO BE PERFORMED:

The Offeror must provide detailed description of how to manage and approach each of the tasks in Special Provisions, Paragraph 5.

TAB 6: RESPONSE TO FUNCTIONAL REQUIREMENTS:

Offeror shall include a brief description and examples (screenshots/other) of how the proposed Solution will meet or exceed each of the requirements listed in in Special Provisions, Paragraph 6. In response, offerors shall clarify if requirements is met with existing capability within the Solution. If not met within the Solution, offerors shall explain how capability can be met.

The Offeror shall also provide the following information:

- Data and Records
 1. Describe how student records are imported, updated and deleted. Define the ability to support automated processes to support initial loads of data, ability to support daily updates of FCPS user demographic and associated data; secure processes supported, ability to support update transactions on a scheduled basis, error notification processes, and issue resolution processes. Provide details on capacity for data storage.
 2. Clarify how personally identifiable information can be excluded from summary level reports.
 3. Provide additional details on offeror's ability to add forms and templates to Solution. Define and provide examples of the reports available in the system, describe their Solution's capability to support FCPS creation of ad hoc reports from system data, and the vendor's ability to create and implement custom reports to meet FCPS business needs.
- Eligibility
Describe the Solution's capability to build coaches lists/rosters.
- Access, role-Based Access Control and Permissions within the System
Provide details on how the parent account is created and how the relationship is established to the student athlete.
- Concussion Education Program and Online Sports First Aid for coaches
Offerors shall describe the capabilities to host and track completion of an online education program.

TAB 7: RESPONSE TO TECHNICAL REQUIREMENTS:

Offeror shall include a brief description and examples (screenshots/other) of how the proposed Solution will meet or exceed each of the requirements listed in in Special Provisions, Paragraph 7. Offeror must explicitly indicate in its responses which product or products meet the stated requirement.

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

The Offeror shall also provide the following information:

- Environment and Architecture
 1. Provide a brief description of its system, to include:

- Provide a table specifying technical requirements supported and those necessary to use the application.
 - Functional components/Major modules;
 - System Architecture;
 - Software Architecture;
 - Interoperability/integration with other applications and external systems
 - Ability to import/export database fields in standard data-exchange formats
 - Backup, archive and recovery capabilities;
 - Key product information such as concurrent user capabilities, bandwidth requirements, security protocols, user roles, account management, system monitoring, hosting options.
2. The Contractor shall provide the following information:
 - List of all minimum browsers, versions, plugins required to use the application, and client operating systems as well as browsing functionality that may requires compatibility mode.
 - Details on mobile device storage of information and password protection.
 3. If the vendor is proposing a cloud-based solution, please provide the following:
 - Information on physical access and control to the host site.
 - Documentation on virus protection processes and procedures.
 - information on backup and storage policies.
 - information on disaster recovery and emergency response planning.
 - information on policies and procedures to manage configuration and changes to environments.
 - information on policy and procedures to handle security incidents.
- Security and Networking
 1. Indicate if an active web vulnerability scan has ever been conducted. Indicate if it was conducted by a third party.
 2. Describe how the Solution shall support secure web environment
 3. List any 3rd party tracking or advertising networks used in the system.
 - Authentication
 1. Provide details on frequency of releases to include product update cycle strategies.
 2. Describe how downtime for regularly scheduled maintenance and upgrades is scheduled.
 4. The offeror should provide information on current service levels with other large customers.
 - Service Level Agreement

The Offeror shall identify and describe in detail its proposed service level agreement (SLA) structure and processes to be followed. The Offeror shall include the organization's approach to ensuring service availability, limiting maintenance interruptions, and incident handling.

 - Describe your company's standard SLA packages (or options).
 - Describe how the Solution handles failure management when one or more data stores are unreachable.
 - Describe system redundancy and disaster recovery capabilities and processes.
 - Indicate your system availability (uptime) percentage in the last 12 months.

- Provide your company's response and repair times based on the level of severity of the problem and escalation paths. Please provide examples of problems included in each level of severity.
 - Provide a copy of your administrative, ethical, and technological security measures and processes implemented within its organization for the purpose of protecting and maintaining continuity of service delivery.
- Account Management and Access
 1. The Solution shall support controls to ensure the provision of, and access to data, based on end users permissions for delivery of services based on end-user roles. Describe how this is performed.
 2. The offeror shall provide information and documentation on the security of data at rest.
 3. The offeror shall provide information and details on password change authority and permissions, by role for all system procedures.
 4. Offeror must describe the Solution's password management capabilities (i.e., admin reset, global reset, individual self-service reset, forced change, etc.). The offeror is requested to indicate whether the proposed Solution provides the ability to require the end user to change passwords upon initial login as well as describe password self-service capabilities.
 5. Describe the system safeguards in place to prevent unauthorized access.
 6. Describe how the system handles multiple concurrent logins.
 - Accommodation
Offeror will demonstrate accommodation capability of the system (to include additional language support, Section 508 compliance). Provide a VPAT, if available.

TAB 8: EXCEPTION TO SPECIFICATIONS:

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

TAB 9: APPENDICES:

This section must include all proposed terms and conditions including sample contracts and Service Level Agreements (SLA) describing service and support for the system and maintenance and support agreements.

TAB 10: ALTERNATIVE APPROACHES:

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 and may propose alternative approaches.

TAB 11: SOFTWARE ESCROW:

Offerors must be willing to place the Solution object code and source code in an accessible escrow account with a qualified 3rd party. In addition, Offerors must agree to escrow all documentation, design, program, data and any other information necessary for FCPS to understand the operation of the software, operate the software in both production and test environments, and make modification to the software in the event that Offeror's company

goes bankrupt or defaults in any way as defined in this RFP. Do not provide cost information in this section, cost information shall be provide along with the Cost Proposal, Section 10.1.

9. **CONSULTATION SERVICES:**

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

10. **COST PROPOSAL INSTRUCTIONS:**

10.1. The offeror must submit a cost proposal **in a separate binder** fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see suggested Pricing Summary Sheet – appendix B). Offeror shall provide pricing for costs related to the full implementation of the Solution and related ongoing costs. The following information should be submitted as part of the cost proposal:

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

- a. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if price differ.
- b. Breakdown of direct labor and labor overhead costs including number of 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.
- e. Risk Assessment: The Offeror shall provide a risk assessment on the implementation of the proposed Solution with respect to cost, schedule, and quality. The risk assessment shall include the identification of significant risks, the likelihood of the risks occurring, and the consequences should the risks occur. The Offeror shall identify how their proposal addresses these risks and any mitigation strategies recommended for FCPS action. The Offeror shall also describe their methodology for conducting the risk assessment. Where possible, the Offeror should seek to quantify the risks in terms of their impact on the cost, schedule, quality, and thus success, of the implementation
- f. Offeror must provide pricing to place the Solution object code and source code in an accessible escrow account with a qualified 3rd party. In addition, Offeror must agree to escrow all documentation, design, program, data and any other information necessary for FCPS to understand the operation of the software, operate the software in both production and test environments, and make modification to the software in the event that Offeror's company goes bankrupt or defaults in any way as defined in this RFP.
- g. **Schedule of Payments:** Offeror must submit a Schedule of Payments corresponding to specific project deliverables and milestones. All payments to be made to the Offeror will be based on the delivery and acceptance of measurable deliverables.

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

10.2. Provide a table outlining percentage availability below Standard Level Agreement and associated service credit.

11. **TRADE SECRETS/PROPRIETARY INFORMATION:**

11.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia

Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials. (Reference Appendix B)

- 11.2. 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. **CONTACT FOR CONTRACTUAL MATTERS:**

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

Michelle Pratt, Director
Fairfax County Public Schools
Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3555
Email: mrpratt@fcps.edu

- 12.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 18.3).

13. **REQUIRED SUBMITTALS:**

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

14. **SUBMISSION OF PROPOSAL:**

One (1) original (duly marked) and five (5) copies of the Technical proposal, and one (1) original (duly marked) and five (5) copies of the Cost proposal (Appendix B) shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. Additionally, it is requested that one (1) copy of the proposal be provided in a CD or USB drive format (separate CDs/USB drives for the Technical and Cost Proposals). The Offeror must include a notarized statement that each CD/USB drive is a true copy of the printed version. Electronically stamped delivery receipts are available.

Department of Financial Services
Office of Procurement Services
8115 Gatehouse Road
Suite 4400
Falls Church, VA 22042-1203
Telephone: 571-423-3550

- 14.1. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda MUST be signed and submitted to the Office of Procurement Services, 8115 Gatehouse road, Suite 4400, Falls Church, VA 22042-1203 before the due date/time or must accompany the proposal. Notice of addenda will be posted on [eVA](#) and the DPSM current solicitation webpage www.fairfaxcounty.gov/dpsm/solic/htm. It is the Offeror's responsibility to monitor the web pages for the most current addenda.
- 14.2. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental

information must be furnished and presented in an organized, comprehensive and easy to follow manner.

- 14.3. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 14.4. Each original and set of the five (5) copies of the proposal shall consist of:
 - a. Cover sheet (DPSM32)
 - b. Technical proposal as required in the Special Provisions, paragraph 9, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 11, **COST PROPOSAL INSTRUCTIONS**. (Appendix B should be included in the Cost proposal).
- 14.5. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

15. **VIRGINIA FREEDOM OF INFORMATION ACT**

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

16. **LATE PROPOSALS:**

Proposals received in the Office of Procurement Services after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

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

Proposals will remain valid for a period of one-hundred and eighty days (180) calendar days after the date specified for receipt of proposals.

18. **BASIS FOR AWARD:**

- 18.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 18.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a

preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.

- 18.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 12.1 above. Failure to comply with this directive may, at the sole discretion of the County result in the disqualification of an offeror from the procurement process.
- 18.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 18.5. Should the County determine in writing and at its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and School Board, if appropriate, prior to actual award of contract.
- 18.6. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:
 - a. Qualification of firm with appropriately qualified and experienced personnel **(20%)**
 - b. Depth of response to the Special Provisions, Section 5, **TASKS TO BE PERFORMED (15%)**.
 - c. Depth of response to Special Provisions, Section 6, **FUNCTIONAL REQUIREMENTS (25%)**.
 - d. Depth of response to Special Provisions, Section 7, **TECHNICAL REQUIREMENTS (20%)**.
 - e. Details of the approach and methodology of program **(10%)**.
 - f. Reasonableness of cost proposal **(10%)**.
- 18.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 18.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 18.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 18.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for

Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

- 18.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

19. **CONTRACT INSURANCE PROVISIONS:**

- 19.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all 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 maintain the following insurance:
- a. Workers' Compensation and Employer's Liability insurance limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including contractual liability, personal and advertising injury, and products and completed operations coverage. Completed operations liability endorsement shall continue in force for three years following completion of the contract.
 - c. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, include 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 a standard Automobile Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
 - d. Cyber/Information Technology insurance in the amount of \$1,000,000 per claim, including coverage for costs of 3rd party notification, credit monitoring, and fraud protection.
- 19.3. Fairfax County Public Schools, the Fairfax County School Board, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess"
- 19.4. Indemnification: Article 63 of the General Conditions and Instruction to Bidders (Appendix A) shall apply.
- 19.5. Additional Requirements
- e. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 - f. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - g. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

- h. The contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
- i. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.
- j. The contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the FCPS. These certified copies will be sent to the FCPS from the contractor's insurance agent or representative.
 - 1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the FCPS. 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.
 - 2. 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.
 - 3. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
 - 4. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the FCPS. The Contractor shall be as fully responsible to the FCPS for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
 - 5. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - 6. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
 - 7. If the Contractor delivers services from a County leased facility, the Contractor is required to carry property insurance on all equipment, to include County owned installed and maintained equipment used by the Contractor while in their care, custody and control for use under this contract.
- k. Liability Insurance "Claims Made" basis:

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. The Contractor must either:

- 1. 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
- 2. 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.

20. **METHOD OF ORDERING:**

- 20.1. A Purchase Order (PO) will be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 20.2. Solely the contract and any modification determine performance time and dates.
- 20.3. Performance under this contract is not to begin until receipt of the purchase 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. Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 21.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
 - a. Employee name;
 - b. The name of the County department;
 - c. Date of services
 - d. The type of services; and,
 - e. The itemized cost for each item/service.
- 21.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

22. **PAYMENTS:**

The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 5, **TASKS TO BE PERFORMED.**

23. **CHANGES:**

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

24. **DELAYS AND SUSPENSIONS:**

- 24.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for

any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

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

25. **ACCESS TO AND INSPECTION OF WORK:**

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

26. **PROJECT AUDITS:**

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

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

27. **DATA SOURCES:**

The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

28. **SAFEGUARDS OF INFORMATION:**

Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

29. **ORDER OF PRECEDENCE:**

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

30. **SUBCONTRACTING:**

- 30.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us>; local chambers of commerce and other business organizations.

- 30.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

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

- 31.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to another public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 31.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 31.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

- 31.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 31.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

32. **NEWS RELEASE BY VENDORS:**

As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

33. **AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 33.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 33.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Employee Relations at 571-423-3070, HRequity&empolyeerelations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

34. **HIPAA COMPLIANCE:**

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

35. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

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.

36. **BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:**

- 36.1. By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 36.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.
- 36.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. **All Contractor employees will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist.** Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.
- 36.4. Failure to comply with the above requirements may result in termination of the contract.

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

2. DEFINITIONS-

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

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

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

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

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

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

COUNTY: County of Fairfax.

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

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

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

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

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

QUICK QUOTE (QQ): A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.

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.

General Conditions and Instructions to Bidders

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

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

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

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

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

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

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

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

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

General Conditions and Instructions to Bidders

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

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

General Conditions and Instructions to Bidders

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

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

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

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

SPECIFICATIONS

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

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

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

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

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

AWARD

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

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

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

General Conditions and Instructions to Bidders

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

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

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

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

27. PROMPT PAYMENT DISCOUNT-

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

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

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

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

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

CONTRACT PROVISIONS

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

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

General Conditions and Instructions to Bidders

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

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

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

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

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

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

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

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

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

General Conditions and Instructions to Bidders

41. SMALL AND MINORITY BUSINESS UTILIZATION

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- B Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

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

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

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

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

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

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

General Conditions and Instructions to Bidders

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

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

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

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

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

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

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

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

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

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

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

BILLING

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

PAYMENTS

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

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

General Conditions and Instructions to Bidders

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

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

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

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

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

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

64. OFFICIALS NOT TO BENEFIT-

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

General Conditions and Instructions to Bidders

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

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

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

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

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

General Conditions and Instructions to Bidders

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

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

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

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

72. PROTEST OF AWARD OR DECISION TO AWARD-

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

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.

General Conditions and Instructions to Bidders

- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

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

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

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

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

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

79. 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.

80. CONTRACTOR NOT TO BENEFIT: Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

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

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

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

Payment Address, if different from above:

PRICING SUMMARY

Provide detailed pricing for the proposed Solution. Include ongoing fees, one time charges, customization fees, and any other charges associated with installation, implementation, customization, modifications, support, and training. Itemized items below as needed.

If different levels of maintenance and technical support services are available, please provide pricing for each level.

ANNUAL FEES

SERVICE DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Software License	\$	\$	\$	\$	\$
Software Maintenance	\$	\$	\$	\$	\$
Technical support	\$	\$	\$	\$	\$
Hosting Fee	\$	\$	\$	\$	\$
Training Cost	\$	\$	\$	\$	\$
Software Escrow	\$	\$	\$	\$	\$
One Time Fees, if any	\$				

REFERENCES

All Offerors are required to provide at least three (3) references.

Reference 1: Company: _____

Address: _____

Point of Contact: _____

Current Telephone Number: _____

Email Address: _____

Please describe service provided: _____

Length of Engagement: _____

Reference 2: Company: _____

Address: _____

Point of Contact: _____

Current Telephone Number: _____

Email Address: _____

Please describe service provided: _____

Length of Engagement: _____

Reference 3:

Company: _____

Address: _____

Point of Contact: _____

Current Telephone Number: _____

Email Address: _____

Please describe service provided: _____

Length of Engagement: _____

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder:

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

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

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

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

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

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

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

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

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

Signature

Date

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

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

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

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

Printed Name of Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

Certification Regarding Ethics in Public Contracting

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

Check one:

☐

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

☐

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

☐

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

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

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder/Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

Sample Listing of Local Public Bodies

REFERENCE PARAGRAPH 31 OF THE SPECIAL PROVISIONS,"USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

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

Complete and return this form with your proposal.

Vendor Name

BUSINESS CLASSIFICATION

DEFINITIONS

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

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

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

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

PROPRIETARY INFORMATION:

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

NOTICE OF PROPRIETARY INFORMATION

**Confidentiality References Protection in Accordance with the Code of Virginia,
Section 2.2-4342F**

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

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

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

RETURN THIS PAGE, IF APPLICABLE



**FAIRFAX COUNTY
PUBLIC SCHOOLS**

Department of Financial Services / Office of Procurement Services

8115 Gatehouse Road, Suite 4400

Falls Church, VA 22042-1203

<http://www.fcps.edu/fs/procurement>

Telephone: 571-423-3550 Fax: 571-423-3576

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification: _____

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 300, Special Provisions). Please complete this form and return it with your submission.

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

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

Complete and return this form with your proposal.

CONFIDENTIALITY ADDENDUM

THIS ADDENDUM, executed and effective as of the ____ day of _____, 2016, by and between _____, a corporation organized and existing under the laws of _____ (the "Company"), and the **FAIRFAX COUNTY SCHOOL BOARD**, a public body corporate and politic organized and existing under the laws of the Commonwealth of Virginia (the "School Board"), recites and provides as follows.

Recitals

The Company and the School Board are parties to a certain agreement entitled "_____" of even date herewith (the "Agreement"). In connection with the execution and delivery of the Agreement, the parties wish to enter into this Addendum in order to clarify and make certain modifications to the terms and conditions set forth therein.

The Company and the School Board agree that the purpose of such terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA), including but not limited to (i) the identification of Company as an entity acting for the School Board in its performance of functions that a School Board employee otherwise would perform; and (ii) the establishment of procedures for the protection of confidential student records, including procedures regarding security and security breaches.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

Agreement

The Agreement is amended hereby as follows:

1. The following provisions shall be deemed to be included in the Agreement:

Confidentiality Obligations Applicable to Certain FCPS Student Records. The Company hereby covenants and agrees that it shall maintain, in strict confidence and trust, all FCPS student records containing either (1) non-directory information of any kind, whether provided by or created for FCPS pursuant to this contract, or (2) directory information as to which the eligible student or his family has opted out of disclosure (collectively, "FCPS Confidential Student Records").

The Company shall cause each officer, director, employee and other representative who shall have access to FCPS Confidential Student Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all FCPS Confidential Student Records. The Company shall take all reasonable steps to insure that no FCPS Confidential Student Records are disclosed to any person or entity except those who (i) are Authorized Representatives of the Company performing functions for FCPS under the Agreement and have agreed to be bound by the terms of this Agreement or a Confidentiality Agreement (as defined below) executed pursuant hereto; (ii) are authorized representatives of FCPS, or (iii) are entitled to such FCPS Confidential Student Records from the Company pursuant to federal and/or Virginia law. The Company shall use FCPS Confidential Student Records, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such records, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement.

The Company shall: (i) designate one of its Authorized Representatives to be responsible for ensuring that the Company and its Authorized Representatives maintain the FCPS Confidential Student Records as confidential; (ii) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and pursuant to federal and Virginia law; (iii) maintain at all times a list of Authorized Representatives with access to FCPS Confidential Student Records; (iv) cause each Authorized Representative to execute a written covenant of confidentiality in substantially

the form set forth on Exhibit A hereto (the "Confidentiality Agreement") prior to his or her performance of any services contemplated by the Agreement and shall deliver any and all such Confidentiality Agreements to the School Board upon request.

Other Security Requirements. The Company shall maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of FCPS Confidential Student Records, including procedures to (i) restrict access to such records as described in the "Confidentiality" provision of this Addendum; (ii) establish user IDs and passwords as necessary to protect such records; (iii) protect all such user passwords from detection and unauthorized use; (iv) prevent hostile or unauthorized intrusion that could compromise confidentiality, result in data corruption, or deny service; (v) prevent and detect computer viruses from spreading to disks, attachments to e-mail, downloaded files, and documents generated by word processing and spreadsheet programs; (v) minimize system downtime; (vi) notify FCPS of planned system changes that may impact the security of FCPS Confidential Student Records; (vii) return or destroy FCPS Confidential Student Records that exceed specified retention schedules; (viii) permit periodic security audits by FCPS or designated third party using applicable regulations and industry best practice standards as benchmarks, and make commercially reasonable efforts to remediate the vulnerabilities discovered; (ix) in the event of system failure, enable immediate recovery of FCPS records to the previous business day.

In the event of a security breach, the Company shall (i) immediately take action to close the breach; (ii) notify FCPS within 24 hours of Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the FCPS Confidential Student Records compromised by the breach; (iii) return compromised FCPS Confidential Student Records for review; (iv) provide communications on the breach to be shared with affected parties and cooperate with FCPS efforts to communicate to affected parties by providing FCPS with prior review of press releases and any communications to be sent to affected parties; (v) take all legally required, reasonable, and customary measures in working with FCPS to remediate the breach which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the disclosure; (vi) cooperate with FCPS by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (vii) provide FCPS with notice within 24 hours of notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of FCPS records of any kind, failure to follow security requirements and/or failure to safeguard confidential information. The Company shall provide satisfactory documentation of its compliance with the security requirements of this provision prior to performing services under the Agreement. The Company's compliance with the standards of this provision is subject to verification by FCPS personnel or its agent at any time during the term of the Agreement.

Applicability of Confidentiality and Security Provisions to Non-Confidential Records

To the extent that FCPS provides non-confidential information to Company under this Agreement, such as student records containing only directory information as to which no opt-out has been filed, de-identified student information, and FCPS records not pertaining to students, the Confidentiality and Security paragraphs shall not apply, *provided that* the notice obligation under subsection (viii) shall apply to lawsuits and investigations involving FCPS records of any kind.

Disposition of FCPS Confidential Student Records Upon Termination of Agreement

Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Company covenants and agrees that it promptly shall deliver to the School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the School Board, all FCPS Confidential Student Records. The Company hereby acknowledges and agrees that, solely for purposes of receiving access to FCPS Confidential Student Records and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives shall be deemed to be school officials of the School Board, and shall maintain FCPS Confidential Student Records in accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations

of the Company and its Authorized Representatives regarding the information contained in FCPS Confidential Student Records shall survive termination of the Agreement. The Company shall indemnify and hold harmless the School Board from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Company or any of its officers, directors, employees, agents or representatives of the obligations of the Company or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

Certain Representations and Warranties. The Company hereby represents and warrants as follows: (i) the Company has full power and authority to execute the Agreement and this Addendum and to perform its obligations hereunder and thereunder; (ii) the Agreement and this Addendum constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (iii) the Company's execution and delivery of the Agreement and this Addendum and compliance with their respective terms will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

Governing Law; Venue. Notwithstanding any provision contained in the Agreement to the contrary, (i) the Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles; and (ii) any dispute hereunder which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers effective as of the date first written above.

[COMPANY NAME]

By: _____
[Name]
[Title]

FAIRFAX COUNTY SCHOOL BOARD

By: _____
Roger Ball
Director

Exhibit A

Covenant of Confidentiality

In connection with the performance by _____ (the "Company") of its obligations under that certain agreement with the Fairfax County School Board dated _____, 2016 as the same shall have been amended by that certain Addendum of even date therewith (the "Agreement"), the undersigned authorized representative of the Company (the "Authorized Representative"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby covenants and agrees as follows, with knowledge that the Fairfax County School Board is relying upon the statements set forth herein.

The Authorized Representative hereby covenants and agrees that he or she: (i) shall maintain in strict confidence and trust all records, reports and other documents or materials of any nature relating to the operations, students, families and employees of Fairfax County Public Schools (collectively, the "FCPS Confidential Student Records"); (ii) shall not disclose any FCPS Confidential Student Records to any person or entity who has not agreed to be bound by the terms of the Agreement, or a sworn statement executed pursuant thereto, unless the person or entity is an Authorized Representative of FCPS or is otherwise entitled to access to such FCPS Confidential Student Records pursuant to federal and/or Virginia law; (iii) shall use the FCPS Confidential Student Records solely for purposes related to and in furtherance of the performance by the Company of its obligations pursuant to the Agreement; (iv), upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, promptly shall deliver all FCPS Confidential Student Records to Fairfax County Public Schools; (v) shall continue to maintain as confidential all information obtained from FCPS Confidential Student Records after the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Authorized Representative has executed this Covenant of Confidentiality as of the ___ day of _____, 2016.

[Name]

[Address]

(____)____-_____
[Telephone No.]

APPENDIX D **FCPS SECURITY PROFILE**

Summary

This document seeks to define a set of minimum security standards that should be met by a Solution when the Solution is implemented on FCPS' behalf.

We categorize the application based on three different risk levels in an attempt to provide more accurate guidance on what security safeguards shall be implemented. The risk levels are determined by two major factors:

- What information is stored and managed by the Solution
- How the information is accessed

Solutions that transmit, process, or store credit card and payment information should meet the Payment Card Industry Data Security Standard (PCI DSS). Details of the PCI standard can be viewed at https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml.

Part I: Risk Level Designation

We assign risk level based on the most sensitive information contained and managed by, as well as the accessibility of the solution/information.

Accessibility		Information Contained in the Solution		
		Public Data	Restricted Data	Private/Sensitive Data
	Intranet	Low	Low	Medium-high
	Extranet	Low	Medium	High
	Internet	Low	Medium	High

1. Public Data — Information to which the general public may or must be granted access, according to the Virginia Freedom of Information Act (VFOIA) and other applicable statutes. By way of illustration only, some examples of Public Data include:

- Publicly posted information, such as press releases and school calendars
- Personal information that can or must be released to the public without signed authorization, such as job title, date of last hire and date of separation if applicable, and salary or rate of pay and records of the allowances or reimbursements for expenses of employees whose annual rate of pay is more than \$10,000.

2. Restricted Data — Information that shall be guarded due to proprietary, ethical, or privacy considerations, is exempt from release under VFOIA, and shall be protected from unauthorized access, modification, transmission, storage or other use. Members of the FCPS community may be granted access to Restricted Data. Disclosure of Restricted Data to members outside FCPS may be granted based on business or educational need-to-know or as required by law, policy, or legal process. By way of illustration only, some examples of Restricted Data include:

- Employees' names, phone numbers, e-mail addresses, work locations, home addresses, and employee ID numbers

3. Private or Sensitive Data — Information protected -- by statute, regulation, FCPS policy, or contractual language and personal information about an individual -- which the individual can reasonably expect will not be made available to the public. Mishandling of private information may affect FCPS through financial and legal sanctions, loss of public confidence, and damage to FCPS' reputation. Access to private data shall be granted on a need-to-know basis only in accordance with statute, regulation, policy, and contractual language. By way of illustration only, some examples of Private or Sensitive Data include:

- Employee's social security number and bank account number
- Employee's medical records
- Student personal information

Part II: Comprehensive Security Profile for FCPS Enterprise Applications

Notes: - Requirements can be met by the Solution as a whole, meaning either by the application itself, or by leveraging existing solutions that will enhance the security of the application.
- R-Required; D-Desired

SECURITY STANDARDS	RISK LEVEL		
	LOW	MEDIUM	HIGH
LOGICAL ACCESS CONTROL			
• Need-to-Know (aka. least privilege) Principle	D	R	R
• Role-Based Access		R	R
• Idle Time Out		R	R
• Configurable Idle Time Out		D	D
• Maximum Logon Attempts		D	R
• Tiered Solution (Application and Database on Separate Physical or virtual Servers)		D	R
ACCOUNT MANAGEMENT			
• Unique UserID	D	R	R
• Established Policies and Procedures for Account Provisioning, Modification, and Termination		R	R
• Providing Ability for FCPS to conduct periodic account audit		D	R
• Bulk Account Data Load Encrypted		D	R
AUTHENTICATION AND AUTHORIZATION			
• Individual Login/Authentication for Users	D	R	R
• Individual Login/Authentication for Administrators	R	R	R
• 2 Factor Authentication			D
• Ability to Work with FCPS LDAP/IDM		D	D
PASSWORD POLICY			
• Enforcing Password Length		R	R
• Enforcing Password Complexity		R	R
• Enforcing Password Expiration		D	R
• Capacity to Force Initial Password Change		R	R
• Transmission in Encrypted Format		R	R
• Stored in Encrypted Format		D	R
• Ability to Generate Initial Password Based on FCPS Requirements		R	R
• Ability to Provide Notification for Password Change		R	R
• Password Not Viewable in Clear-Text on Screen		R	R
• Password Can Be Changed on Demand		D	R
• Username and Password Not Sent in the Same E-Mail		D	R
TRANSPORT			
• Encryption Enforced for Login Page		R	R
• Encryption Enforced for All Pages		D	R
• Encryption Enforced for Bulk Transfer		D	R
DESKTOP SECURITY			
• Cache Cleared Upon Exit of the Application		D	R
STORAGE			
• Storing Data That Is Minimally Necessary	R	R	R
• Encrypt Data at Rest on Local Devices		D	R
SECURE WEB DEVELOPMENT			
• No Persistent Cookie for User Data		D	R
• Remove Unused Default Pages and Extensions		D	R
• Directory Browsing Disabled		R	R
SECURE APPLICATION DEVELOPMENT			
• Validation and Sanitization of All User Input; Rejection of Malicious Input		R	R
• Application Components Run with Least Amount Privilege Necessary		D	R

SECURITY STANDARDS	RISK LEVEL		
	LOW	MEDIUM	HIGH
<ul style="list-style-type: none"> An application that provides system-wide directory listing must also provide a method to delist a student in the directory 		R	R
AUDIT			
<ul style="list-style-type: none"> Audit Trails for Logon and Logoff 		R	R
<ul style="list-style-type: none"> Activity-Based Audit Trail 		D	R
<ul style="list-style-type: none"> Audit Trails for Privileged (System Administration) Activities 		R	R
<ul style="list-style-type: none"> Capability to Report against Audit Trails 		D	R
<ul style="list-style-type: none"> Proactive Alert 		D	R
<ul style="list-style-type: none"> Mechanism to Protect the Integrity of the Log File 		D	R
MOBILE APPLICATION			
<ul style="list-style-type: none"> Designed for and Tested on Mobile Devices 		R	R
<ul style="list-style-type: none"> Storage NOT on the Mobile Devices 		R	R
<ul style="list-style-type: none"> Password Protection on Mobile Client Application 		D	R
HOST SITE SECURITY			
Access Control			
<ul style="list-style-type: none"> Physical Access Control 		R	R
<ul style="list-style-type: none"> Visit Log and Sign-in 		R	R
Antivirus			
<ul style="list-style-type: none"> Processes and Procedures for OS, Application, and Virus-Protection Updates 		R	R
Backup			
<ul style="list-style-type: none"> Backup and Tape Storage Policy 		R	R
<ul style="list-style-type: none"> Secure Off-Site Tape Storage 		D	R
<ul style="list-style-type: none"> Off-Site Tape Encrypted 			D
Server and Network Infrastructure			
<ul style="list-style-type: none"> Server and Network Devices Hardening 		R	R
<ul style="list-style-type: none"> Dedicated Server or Separate Instance 			D
<ul style="list-style-type: none"> Complex Passwords for System Administrator Accounts 		R	R
<ul style="list-style-type: none"> Encrypted Session for Remote Administration 		R	R
<ul style="list-style-type: none"> Audit Trail for System Administration Activities 		R	R
<ul style="list-style-type: none"> Perimeter Firewall 		R	R
<ul style="list-style-type: none"> Firewalls That Protect from Both Outside and Inside Intruders 		D	R
<ul style="list-style-type: none"> Firewalls That Deny by Default and Grant on Request 		R	R
<ul style="list-style-type: none"> Firewalls That Conduct Stateful Inspection 		R	R
<ul style="list-style-type: none"> Separation of Internal Resources and Public-Access Servers 		R	R
<ul style="list-style-type: none"> Secure and Segregated Wireless Network 		R	R
<ul style="list-style-type: none"> Intrusion Protection Systems 		D	R
<ul style="list-style-type: none"> Maintaining and Reviewing Activities Logs for Critical Components 		D	R
Media Reuse and Disposal			
<ul style="list-style-type: none"> Policies and Procedures to Properly Reuse and Dispose Electronic Media 		D	R
Disaster Recovery and Emergency Response Planning			
<ul style="list-style-type: none"> Developing and Maintaining a Disaster Recovery and Emergency Response Plan 		D	R
Change Management			
<ul style="list-style-type: none"> Policies and Procedures to Manage Configuration Changes 		R	R
Incident Response			
<ul style="list-style-type: none"> Notification to FCPS within 24 Hours of a Security Breach 		D	R
<ul style="list-style-type: none"> Policy and Procedures to Handle Security Incidents 		R	R
Others			
<ul style="list-style-type: none"> Non-Disclosure Agreement Signed by Contractors 		D	R