

IMPORTANT eBid NOTICE

THIS IS AN ELECTRONIC PROCUREMENT

**SUBMISSIONS WILL ONLY BE ACCEPTED
ELECTRONICALLY VIA THE BONFIRE PORTAL**

<https://fairfaxcounty.bonfirehub.com>

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating proposals. To register, visit <https://fairfaxcounty.bonfirehub.com>. Additional assistance is also available at Support@GoBonfire.com.

Submitting proposals via the Bonfire portal is **mandatory**. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this RFP. Reference section titled "ELECTRONIC SUBMISSION OF PROPOSAL" in the Special Provisions, for additional information.

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

SPECIAL PROVISIONS**1. PURPOSE AND INTENT:**

- 1.1. The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals from qualified contractors to establish contracts through competitive negotiation for the purchase of Recreational Program Services to include instructional classes (in-person and/or virtual), camps (in-person and/or virtual), clinics/seminars, workshops, day trips, residential programs, league/tournaments, etc. by Fairfax County.
- 1.2. The Fairfax County Park Authority (FCPA) will serve as the primary using agency and will manage the day-to-day administration of the resulting contracts; however, any resulting contract awarded may be utilized by any Fairfax County Department including Fairfax County Public Schools.
- 1.3. **RECURRING SOLICITATION:** In order to meet its ongoing requirement to provide recreational services programs for its residents, the County intends to issue this RFP as a recurring solicitation to be issued periodically and repeatedly as required to meet its recreational program needs.
- 1.4. **MULTIPLE AWARDS:** The County intends to make multiple awards throughout the contract period and therefore awarded vendors may not be the sole provider of any particular program services. The County makes no guarantee of any minimum business volume under any resulting contract.

2. CONTACT FOR CONTRACTUAL MATTERS:

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

Nicole Cifci, CPPB, VCA, Contract Specialist II
Department of Procurement and Material Management
Telephone: (703) 324-2854
Email: nicole.cifci@fairfaxcounty.gov

3. CONTRACT PERIOD AND PRICE ADJUSTMENT:

- 3.1. Contracts shall commence on the Date of Award and terminate on December 31, 2031, with no renewals. Negotiated program fees will be effective the date of award, however, the program may not begin immediately.
- 3.2. Negotiated fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices, not to exceed 4%.
- 3.3. A request for a price adjustment shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.). Any such requested price change shall become effective only upon approval by the County Purchasing Agent. Should the request for price adjustment be approved, that price shall remain firm for a period of not less than 365 days.
- 3.4. Price decreases shall be made in accordance with paragraph 40 of the General Conditions & Instructions to Offerors. (Appendix A).
- 3.5. Due to County publication deadlines, any price increases will be effective the next production cycle of the Partakes Magazine.

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- 3.6. 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. The FCPA is the primary provider of parks and recreational facilities and services in Fairfax County, a Virginia suburb of Washington, D.C. with a current population of over 1.2 million residents, Fairfax County is the most populous jurisdiction in both Virginia and the Washington Metropolitan Region.
- 4.2. The County currently offers a wide variety of class and camp offerings for the citizens of Fairfax County through various County agencies class and camp programs. These activities are held at various FCPA RECenters, other County locations, private vendor locations or other off-site locations. Each County agency lists its programs in a printed publication, online or other advertising vehicle, registers students, and collects fees. Contractor is compensated for services provided at the contract rates.
- 4.3. The year-round classes for the FCPA operate on a quarterly schedule. Spring is late March through early June. Summer is mid-June through August. Fall is September through December and Winter is January through March. Start dates for each quarter may vary. A program calendar for the upcoming year is generally available by July. Summer camps are first listed in the Spring FCPA publication known as ***Parktakes***. The schedules of any other County agencies shall be made available on an as needed basis.
- 4.4. The FCPA operates a system of 427 parks containing over 24,000 acres of parkland and usable space. More information is available at: <https://www.fairfaxcounty.gov/parks/locator>.
- 4.5. There is a charge for the usage of certain FCPA amenities at various FCPA locations. The Contractor may contact FCPA staff prior to the start of the program for the amenity fees at any given FCPA location.

5. STATEMENT OF NEEDS:

- 5.1. Qualified Offerors are encouraged to submit proposals for the following:
- a. Classes: The year-round classes operate on a quarterly schedule (spring, summer, fall and winter sessions).
 - b. Camps: Camps meet during the week of Fairfax County Public School's Winter and Spring breaks. Summer camps usually begin at the end of June and operate through the end of August.
 - c. Clinics/Seminars/Workshops: These are one-time only events which are typically a single day session and can be held at various County locations.

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- d. Day Trip Program: These are instructional activities that vary from day to day and the participants are transported to the site.
 - e. Residential Programs: These are overnight, multiple day programs where the participants are involved in an activity over the course of a set time period.
 - f. League/Tournaments: These are events that can include participants from the County's programs and generally can occur a few times annually. Skill level assessments can be offered as a supplement to the corresponding league or tournament.
- 5.2. Offerors may propose one or more types of activities as described in Paragraph 5.4 or may propose activities not listed. These services shall be performed at any FCPA location, the vendor's place of business or other off-site locations and may be held indoors or outdoors.
- 5.3. Offerors may propose virtual offerings for any classes and camps as described in Paragraph 5.4 or propose activities not listed.
- 5.4. The County requires new contracts for recreational programs in the following specific groups/categories. Offerors may submit their proposal for one, some or all the types of activities listed below. Additionally, if a program is offered in one age group and not another it does not disqualify that Offerors proposal from consideration. Additional activities may be offered by mutual agreement.

NOTE: The County is also open to alternative programs and shall consider and evaluate proposals in categories other than what is listed below.

a. Adapted Programs (designed specifically for children/teens/adults with disabilities)

Adapted Dance	Adapted Fitness	Adapted Sports
Adapted Fine Arts	Adapted Martial Arts	Sign Language

b. Fine and Performing Arts

Arts/Crafts/Hobbies	Drama	Music
Children's Programs	Etiquette/Manners	Theatre
Dance	Magic/Clowning	

c. Outdoor Recreation

Canoeing	Orienteering/Wilderness Survival	Snorkeling
Caving	Paintball	Team Building
Fishing	Rock Climbing (Indoors/Outdoors)	Trail Rides
Kayaking	Sailing	Tubing
Laser Tag	SCUBA Diving	White Water Rafting
Biking (Bike Tours, Mountain Biking, BMX, etc.)	Ropes/Course Challenge	

d. Martial Arts

Aikido	Iado	Mixed Martial Arts
American Kenpo	Judo	Muay Thai
Ba Gua	Jujitsu	Self Defense
Brazilian Jujitsu	Jung Su	Shoshin-Kan Kobudo
Chi Gong	Karate (all forms)	Tae Kwon Do
Chun Su	Kendo	Taijutsu
Grappling	Krav Maga	Tan So Do
Hapkido	Kung Fu	Wushu

e. Pet Classes

Dog Obedience	Dog Agility	Pet Care
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Archery	Football (non-contact)	Skating (In-Line, Skateboarding, etc.)
Baseball	Golf	Soccer
Basketball	Gymnastics/Tumbling	Softball
Biking	Lacrosse	Sports Training
Bowling	Pickle Ball	T-ball
Cheerleading	Ping Pong	Tennis/Racquet Sports
Fencing	Pom Pom	Volleyball
Field Hockey	Roller Hockey	Winter Sports (Snowboard, skiing, etc)
E-Sports		

g. Other

Chess	Robotics	Bridge
Computer Classes	Science	Mahjong
Foreign Language	Astronomy	

h. Tournaments

Any	
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6. CONTRACTOR MINIMUM REQUIREMENTS:

- 6.1. The Contractor's facility shall be professionally maintained, meeting industry standards for size and maintenance. The Contractor's facility shall comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's facility must always provide a safe environment for all participants and staff. In the event of extreme emergency, the Contractor is responsible to provide continuous supervision of participants until the appropriate County staff person decides it is safe to disperse.
- 6.2. Provide participants with safe, well-organized, fun-filled instruction. First aid and CPR certifications are mandatory for all instructional staff and must be readily available and accessible during any County activity. By acceptance of the contract award pursuant to this RFP, Offerors are certifying that their employees and/or volunteers, who have current First Aid and CPR certifications, will be readily available and accessible during any County activity. Additionally, AED certifications are strongly recommended however they are not a requirement pursuant to the award of this contract.
- 6.3. Provide experienced adult (18 years or older) instructional staff (paid or volunteer). The successful Offeror is requested to attach copies of any certifications and/or licensure (if applicable) in the activity being taught to their technical proposal.
- 6.4. All members of the instructional staff, paid or volunteer, who have the responsibility of instructing, facilitating or operating one or more of these programs must be an adult staff member (18 or older whether paid or volunteer) who has a current CPR/First Aid certification and a clean National Criminal Background check and they can have a staff member, paid or volunteer, under the age of 18 assisting with instructing, facilitating or operating one or more of the program sessions for the duration of the program. The under-aged assistant shall always be within line of sight supervision of the adult staff member and does not count in the ratio of 1:10.
- 6.5. Provide a reasonable number of adult instructors, paid or volunteer, to participants to maintain safe ratios (i.e.: a minimum of 1:10 for camps.).
- 6.6. Where applicable, provide equipment and supplies necessary to conduct the program.

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- 6.7. For virtual programs, the Contractor shall provide the following:
- Pre-program communication with registrants to provide access to platform
 - Provide an online platform for conducting the program
 - Require parent permission in order to use your site
 - Comply with the Federal Trade Commission's Children's Online Privacy Protection Rule (COPPA) where applicable
 - Not collect personal information from children or require a child to disclose more information than is reasonably necessary to participate in an activity
- 6.8. The storage of any equipment, supplies, materials, storage units, personal property and tools are the sole responsibility of the Contractor(s). Any such storage privileges are to be in agreement with and are at the discretion of the County staff. The County shall not be held responsible for any costs of Contractor's property in storage due to loss, damage, theft, facility maintenance, location of the stored property, vandalism, force majeure and/or any unforeseen circumstances.
- 6.9. For camps and other programs that are classified as childcare the successful Offeror shall obtain licensure through the Virginia Department of Social Services (VDSS) and meet all requirements pertaining to licensure.
- 6.10. Contractor shall permit any customer to sign up for any program that is advertised in the appropriate County publication and not restrict registrations to first time customers only. Participants shall not be limited in the number of times they can enroll in programs through the appropriate County publication.
- 6.11. Contractor shall not require students to take a test to complete a program. However, testing may be offered as an optional program (such as belt test), outside the scope of a contract. Should the student elect to take a test, any fees associated with testing are separate from the tuition fee and shall be collected directly by the Contractor.
- 6.12. Contractor shall submit written descriptions of proposed programs for the appropriate publication. These short one-paragraph notices contain the information that will be listed in the appropriate publication. They shall contain the dates and times of programs, a general description of the curriculum, cost of the programs and any special information that the student must know to prepare for the program including additional equipment/supply fees. The County may modify a program's description to accommodate other Contractors or County programs with the same program title. The Contractor shall also network with the community and conduct promotions of the programs. Any flyers advertising County programs must be approved by County staff prior to distribution.
- 6.13. Contractor shall submit a copy of the program offerings in advance of the publication production deadline. The County shall provide the Contractor(s) a copy of the County production schedule, when applicable, at least one month in advance of the deadline date. Program offerings shall fall within the window of time listed on the schedule. Any offerings received after the deadline date will not be included in the applicable publication. (Proposal Award table).
- 6.14. Contractor shall work with the County when establishing course lengths and tuition fees.
- 6.15. Contractor shall recruit, hire, supervise, evaluate, and financially compensate (if appropriate), qualified adult staff 18 years or older.
- 6.16. Contractor shall oversee the daily operations of the program accordance with the awarded contract.

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- 6.17. Contractor shall maintain insurance policies in accordance with County standards as described in Paragraph 17.
- 6.18. Contractor shall perform National Criminal background record checks and Child Protective Services (CPS) Central Registry check for all employees or volunteers who work with County registered participants. (See Paragraph 16).
- 6.19. Contractor shall, upon request, submit reports and/or written records that will be used to monitor the involvement of County registered participants. Reports must be current prior to any renewals or changes to the contract. The County may institute such monitoring activities (i.e.: an adherence statement) as needed to ensure that contract requirements are being met. The Contractor must maintain all records in compliance with federal and state regulations.
- 6.20. Contractor shall contact program participants by telephone or email in case of program cancellations or schedule changes as needed in consultation with the appropriate County staff.
- 6.21. The Contractor is responsible to provide continuous supervision of participants from the moment they arrive for the program until they depart. Contractor staff's schedule shall include additional time to cover the following but not limited to set up, clean up, transferring children to extended care where applicable, etc.
- 6.22. The Offeror must identify minimum and maximum enrollment levels for County participants. The successful Offeror may not reduce the minimum number of participant spaces available to the County in a program without written permission from the appropriate County staff person. The County, upon written request from the successful Offeror, may agree to reduce the minimum number of participant spaces, but only prior to completion of editing for the issue in which the program is to be advertised. The successful Offeror may increase the maximum number of spaces available to the County at any time with County approval.
- 6.23. All programs shall comply with the ADA.
- 6.24. Where applicable, participants shall not be required by the County to pay additional fees beyond the advertised tuition to complete the program as listed in the appropriate County publication.
- 6.25. Leagues/tournaments: Host, stage, provide publicity and promotion of the league/tournaments. Engage stakeholders to publicize the league/tournaments. Provide certified officials, parking oversight, trash and recycling receptacles, portable toilets and all required athletic field amenities for tournament play. Design the format and the schedule for each tournament. Have at least one (1) venue/competition manager at each event responsible for the staging and execution of each competition at the designated event. Responsibilities would include insuring that the games begin on time that the referees are in place that medical personnel are on onsite, that there is sufficient water in place and all games go schedule.
- 6.26. All tournaments must be submitted for FCPA review by October 1 for the following year.

7. COUNTY PROVIDED SERVICES:

- 7.1. Advertise the programs in the applicable publications. FCPA's publication (**Parktakes**) is mailed extensively throughout Fairfax County, typically to over 190,000 addresses, and distributed through County offices.

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- 7.2. Where applicable, conduct customer registration by telephone, fax, internet and in-person at County locations and the appropriate County staff person to handle customer and vendor inquiries, collect fees, process refunds and transfers, and process vendor invoices and payments.
- 7.3. Provide agreed upon indoor and/or outdoor facilities for programs at County or other offsite locations, if applicable.
- 7.4. Additional space for specialized programming or inclement weather can be negotiated and may be at the expense of the Contractor.
- 7.5. Should maintenance be required at an FCPA facility in which a program(s) is to be held or is currently in progress, then the FCPA reserves the right to relocate the program(s) to an alternate FCPA facility, or upon agreement, the Contractor's place of business or other off site location. Should the relocation result in postponement or cancellation of some, most or all of the scheduled program(s) then FCPA will refund the participants monies or, upon agreement, reschedule the remaining portions of the program as appropriate. FCPA shall not be held responsible for any loss in Contractor's income or wages due to scheduled maintenance, emergency repairs, inclement weather cancellations and/or any unforeseen circumstances that require closure of FCPA facilities. Whenever possible the FCPA staff may provide at least 30 days' notice to the Contractor(s) for any scheduled maintenance. A "disruption of business" is defined as the prevention of the Contractor(s) from delivering the program services due to FCPA facility maintenance. The FCPA Site manager or designee shall make every effort to find an available alternative location where the Contractor(s) can deliver the program services. If no alternative location is available, then the remaining program schedule shall be postponed until an available alternative location can be reserved or cancelled. When possible, other County agencies shall determine the best course of action to provide facility maintenance to County locations with minimal impact on the Contractor(s) ability to render the services and/or the program operation. These provisions apply to programs held in any County facilities not just those operated by FCPA.

8. TECHNICAL PROPOSAL INSTRUCTIONS:

The offeror must submit their response to the Technical Proposal as instructed in Bonfire containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. In addition, the offeror will submit in Bonfire an executed County's Cover Sheet (DPMM32), all the Attachment A documents and all issued Addenda (as applicable).

- 8.1. Tab 1 – Introduction:
 - a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
- 8.2. Tab 2 – Understanding the Statement of Needs:
 - a. **Attachment B** and all supporting documentation.

9. COST PROPOSAL INSTRUCTIONS:

- 9.1. The offeror must submit their response to the Cost Proposal as instructed in Bonfire fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see **Attachment C**). All information on the appropriate Pricing Form must be completed. You may need to expand on the format provided in **Attachment C**. The following information should be submitted as part of the cost proposal:

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- a. Offerors shall identify, in their business proposal, their fees for similar services that they offer to the general public.
- b. The Pricing Form in Attachment C shall be submitted for each program category: In-Person Classes, Virtual Classes, In-Person Camps, Virtual Camps, Day Trips, Workshops, Clinics, Residential Programs and Leagues/Tournaments. The County collects the registrations fees for Classes, Camps, Daytrips, Workshops, Clinics & Residential programs. The Contractor collects the registration fees for Leagues and Tournaments.
- c. Submit a Pricing Form for each program title.
- d. The flat fee on the Pricing Form should be the fee that the County pays your firm to deliver your program. This is not the program fee that is advertised to the public, is not based on a percentage split and does not include any incentives or discounts.
- e. Due to the support that will be offered by FCPA to the successful Offeror(s) in terms of advertising, registration, and use of its facilities FCPA shall add our costs for those services to the firm's flat fee and advertise that program fee to the public. It is expected that the fees for FCPA programs shall be less than your firm's fees offered to the general public. At their discretion other County agencies may determine the program fees to best meet their budgetary requirements.
- f. List your firm's session length.
- g. List your firm's session duration.
- h. List any equipment or extras given to participants at no additional fee.
- i. If additional equipment/supply fees are required for a program the Offeror(s) shall provide this information to be advertised in the appropriate County publication.
- j. List the minimum and maximum number of participants for each program.

10. REFUNDS, EARLY REGISTRATION, PRORATED FEES:

- 10.1. The FCPA has the authority to make refund decisions or to make other accommodations for registrants to maintain customer satisfaction. In cases where refunds to registrant(s) are made, the Contractor(s) will not be paid for that individual registrant. Where applicable other County agencies shall determine the most advantageous course of action to the County for these accommodations or refund decisions.
- 10.2. In the event that a Contractor staff person/instructor is late for a scheduled program or does not arrive at all then the County reserves the right to use their own in house staff person to provide the necessary instruction for the scheduled program, reschedule and/or cancel that particular program date at the expense of the Contractor.
- 10.3. For quality monitoring purposes, FCPA reserves the right to place anonymous evaluators in the Offeror's program at no charge to FCPA or the participant. These evaluators will normally be placed in program that do not have full enrollment, so as to not negatively affect revenue. The identity of these evaluators will not be revealed until after completion of that program session. Other County agencies may implement their own quality monitoring process for their programs. Such processes are at the sole discretion of the appropriate County agency.

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- 10.4. In case of inclement weather, emergencies or other reasons that prevent programs from being completed by the end of a session, customers shall be refunded for uncompleted portion of the program and the Contractor's revenue adjusted accordingly.
- 10.5. To encourage early registration, FCPA may offer an early registration discount to its participants. As applicable, other County agencies may determine such fees at their discretion.
- 10.6. Occasionally, a program session will need to be adjusted due to a holiday, inclement weather, emergency, Fairfax County's fiscal year end processes and/or any other circumstance where the County participant completed part of the program session. The flat fee payable to the vendor shall be prorated accordingly and the prorated adjustment shall be calculated by a formula applicable to the type of program being offered using the per participant flat rate offered by the Contractors (ref paragraph 10.4).
 - Prorate adjustment example: flat fee per participant rate of \$186 for a two-week camp. \$186 is divided by 10 days (a two-week camp) = \$18.60 per day. The "per day" amount (\$18.60) is multiplied by the number of days that the participant completed (\$18.60 x 9 days = \$167.40). The prorated amount is \$167.40.

11. TRADE SECRETS/PROPRIETARY INFORMATION:

- 11.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 11.2. **The offeror must identify 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.
- 11.3. Request for Protection of Trade Secrets or Proprietary Information (Attachment A4) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 11.4. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
- 11.5. The Contractor may receive rosters or forms, electronic or printed, with customer information including name, age, telephone numbers, and email addresses. The information contained in these documents is proprietary and shall only be used for legitimate purposes relating to contracted County programs as defined below:
 - a. Contacting registrants prior to the program to provide additional information about the County program.
 - b. Providing registrants with waivers and releases or participant information forms necessary to the operation of the County program.
 - c. Notifying registrants of changes in program schedules, cancellations, or make-up sessions.
 - d. Responding to direct customer inquiries.
- 11.6. Information contained on in these documents may not be used for other purposes without advance written permission of the County or the registrant. **Misuse of the information may result in termination of the contract.**

SPECIAL PROVISIONS**12. ELECTRONIC SUBMISSION OF PROPOSAL:**

- 12.1. Proposals must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Submissions will only be accepted through the portal. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com or click on the link "Contact Bonfire Support here" under Need Help?. (Note: it takes an average of 16 minutes to an hour for a response). Therefore, offerors shall take the necessary steps to submit their proposals in advance.
- 12.2. Offerors can view all the user guide which provides step by step instructions regarding use of Bonfire: <https://support.gobonfire.com/hc/en-us/categories/360000773733-User-Guides>.
- Listed below are some helpful guides that will assist offerors regarding Registration and Submission:
- Vendor Registration
<https://support.gobonfire.com/hc/en-us/articles/360011135513-Vendor-Registration>
 - Creating and uploading a submission
<https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors>
- 12.3. If, at the time of the scheduled proposal closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire system.
- 12.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
- 12.5. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive, and easy to follow manner.
- 12.6. 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 may result in the disqualification of the Offeror's proposal. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired.
- 12.7. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

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- 12.8. The following proposal award table is for informational purposes only. The successful Offeror(s) may begin offering programs based on the publication schedule below:

Proposal Award Table	
If your proposal is awarded by	Season Eligibility
August 1 st	Spring
October 1 st	Summer
February 1 st	Fall
June 1 st	Winter

13. ADDENDA:

- 13.1. Offerors are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within five (5) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.
- 13.2. Notice of addenda will be posted on eVA and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at <https://fairfaxcounty.bonfirehub.com>.
- 13.3. The last day to submit question to be addressed in the addendum will be addressed in Bonfire under "Questions Due Date." All questions pertaining to this RFP shall be submitted to nicole.cifci@fairfaxcounty.gov.

14. PROPOSAL ACCEPTANCE PERIOD:

- 14.1. Any proposal submitted in response to this solicitation shall be valid for one hundred eighty (180) days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

15. BASIS FOR AWARD:

- 15.1. 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.
- 15.2. 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.
- 15.3. 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 all calls related to this procurement to the procurement official named in 2.1 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.
- 15.4. 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

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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.

- 15.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

15.6. **EVALUATION CRITERIA**

The following factors will be considered in the award of this contract:

- | | |
|--|--------------------------|
| a. Qualifications of firm with appropriately qualified and experienced personnel and successful prior experience (ref. Attachment B, questions 11, 12, 13) | 10 points |
| b. Quality and detail of the response to programs provided (ref. Attachment B, questions 1, 2, 3, 14, 15, 16, and 17) | 35 points |
| c. Methodology to Safety Requirements (ref. Attachment B, questions 4, 5, 6, 7, 8, 9, 10) | 35 points |
| d. Reasonableness of proposed program fee. | 20 points |
| Total | <u>100 points</u> |

- 15.7. 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.

- 15.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

- 15.9. 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.

- 15.10. 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.

- 15.11. 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.

16. BACKGROUND CHECKS:

- 16.1. Offerors must conduct National Criminal Background checks for all employees and/or volunteers who are providing instruction for the County's activities and responsible for the health, welfare and safety of the mentally or physically disabled, minors, elderly or other

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persons unable to care for themselves. By acceptance of a contract award pursuant to this RFP, an Offeror guarantees compliance with the provisions of this paragraph. In order to comply with this requirement, the Offeror(s) shall:

- a. Conduct National Criminal Background Checks for all current qualifying employees and/or volunteers who will be providing instruction or direct supervision of County participants. A national criminal background check is defined as one that searches all fifty (50) states official repositories for state police reports, or a FBI national background check. Vendors are encouraged to contact the Park Authority Purchasing Branch for further clarification. The successful Offeror(s) are required to submit a notarized letter to the FCPA Purchasing Branch, attesting that the criminal records checks have been completed as described below. Completed record check forms can be submitted within 30 days of contract award.
 - b. Ensure that the national criminal background and CPS records checks are completed and returned to the Offeror(s) within 120 days from date of submission to the researching firm.
 - c. All employees and/or volunteers hired after contract award must have a national criminal background records check submitted within the first week of employment and such reports must be completed within 120 days of submission. A subsequent screening must be made of police records checks to ascertain and ensure that no instructor, paid or volunteer, who provides County services has been convicted of murder, abduction, sexual assault, failing to secure medical attention for an injured child, pandering, crimes against nature involving children, taking indecent liberties with children, neglect of children, obscenity involving children, illegal sale, distribution or possession of a controlled substance, as defined by Virginia law or by similar law of another state.
- 16.2. Screen the Child Protective Services report to ascertain and ensure that no instructor, paid or volunteer, who provides County services, is the subject of a report made pursuant to Code of Virginia, Section 63.1-248.6, that a complaint of child abuse or neglect is found, as the term found is defined by state law.
- 16.3. Submit a notarized letter to the FCPA Purchasing Branch, attesting that the criminal records checks have been completed and there were no convictions as described in Paragraph 16.1 or founded incidents of child abuse as defined in Paragraph 16.2. Private background check firms - usually conduct a state by state search of repositories to approximate a true national check. Vendors are encouraged to consider private firms specializing in national background checks. Some insurance companies provide this service.
- 16.4. Failure to comply with any of these terms will be grounds for termination of the contract.

17. INSURANCE:

- 17.1. 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 risks 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 damages or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 17.2. The Contractor shall, during the continuance of all work under the contract provide the following:
 - a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries

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(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. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
 - c. The Contractor agrees to maintain owned, non-owned, and hired Commercial Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Commercial Automobile Liability policy, or a Comprehensive General Liability policy.
 - d. The Contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per claim to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - f. Rating Requirements:
 - (1) Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
 - (2) European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

Indemnification: Article 58 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
 - g. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent before any work is started.
 - h. The Contractor will secure and maintain all insurance certificates of its subcontractors, if any, which shall be made available to the County on demand.
 - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the Contractor while in their care, custody and control for the use of this contract. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten (10) business days of demand by the County. These certified copies will be sent to the County from the contractor's insurance agent or representative.
- 17.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 17.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

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- 17.5. The County, its officers and employees shall be named as an “additional insured” in the 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.”

18. METHOD OF ORDERING:

- 18.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 18.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 18.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools “Procurement” Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 18.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 18.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

19. INVOICING:

- 19.1. 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. Purchase Order Number;
 - d. Contract Number;
 - e. Date of services;
 - f. The type of services; and,
 - g. The itemized cost for each item/service.
- 19.2. 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 19.1, a-g. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

20. PAYMENTS:

- 20.1. For programs where the County collects the registrations the Contractor shall be paid following the successful completion of each program session that is in accordance with the contract and following approval of the Contractor's properly completed invoice. Invoices shall be payable **Net 15 days** from receipt of a properly completed invoice in the appropriate County agency. The Contractor is urged to number their invoices so that inquiries for payment can be easily identified by County personnel. Checks will be mailed to the vendor by the Fairfax County Department of Finance unless the electronic payment option is

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chosen. **CHECKS WILL NOT BE AVAILABLE FOR PICKUP.** For payments being sent by the Contractor(s) each payment shall be mailed or hand delivered to the appropriate County agency.

- 20.2. For programs where the Contractor(s) collect the registrations the County shall be paid a percentage of the revenue generated contract. The Contractor(s) shall provide a monthly statement of earnings due ten (10) days after completion of the tournament. It will detail the date of the service, gross revenue for the date of service and the percentage due to the County. The Contractor(s) shall submit payment ten (10) days after each program.
- 20.3. As the Contractor is not a bona fide County employee, the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the Contractor.
- 20.4. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3120 or via email to dofachpayments@fairfaxcounty.gov.

21. CHANGES:

- 21.1. 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.
- 21.2. 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.

22. DATA SOURCES:

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

23. SAFEGUARDS OF INFORMATION:

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

24. ORDER OF PRECEDENCE:

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

25. SUBCONTRACTING:

- 25.1. 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

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subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.

26. NEWS RELEASE BY VENDORS:

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

27. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 27.1. 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.
- 27.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

28. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

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