

## **IMPORTANT NOTICE**

### **THIS IS AN ELECTRONIC PROCUREMENT (eBID)**

### **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](mailto:Support@GoBonfire.com). Offerors must register in the Bonfire portal in order to download the RFP documents and submit a response to this RFP.

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 Special Provisions, Section 11 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 SCOPE:**

- 1.1. The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for Crossing Guard Services. The services will include recruitment, hiring, training, supervision, coordination, and management of the Contractor's crossing guards to ensure the safety of pedestrians and students at designated crosswalk sites in Fairfax County, Virginia.
- 1.2. Currently, the County provides coverage for 164 crosswalk sites; however, the number of sites may increase or decrease during the term of the contract(s) based on industry-approved standards and best practices. This RFP reflects the County's commitment to maintaining pedestrian safety while addressing operational challenges through a privatized solution. See **Exhibit A – School Crossing List – Patrol Coverage**, for complete scope.

**2. PRE-PROPOSAL CONFERENCE:**

- 2.1. An optional pre-proposal conference will be held online via Microsoft Teams on **May 9, 2025**, at **10:00 a.m.** Offerors wishing to participate will need to login using one of the following links below:

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 264 200 503 165 5

Passcode: LQ6Dc6G8

**Dial in by phone**

[+1 571-429-5982,,747323224#](#) United States, Washington

[Find a local number](#)

Phone conference ID: 747 323 224#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

- 2.2. Offerors may submit questions and to obtain clarification about any aspect of this RFP in writing to [zabiullah.wahedi@fairfaxcounty.gov](mailto:zabiullah.wahedi@fairfaxcounty.gov).

**3. CONTRACT PERIOD AND RENEWAL:**

- 3.1. The Crossing Guard Services contract will commence on **August 1, 2025**. The selected contractor must ensure that all crossing guards are fully trained and ready to begin providing uninterrupted services on this date. The contract will have a period of five (5) years, with the option to renew for 5 additional years.
- 3.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's procurement department. Any contract renewal shall be on satisfactory contractor performance and if agreeable to all parties.

### **SPECIAL PROVISIONS**

- 3.3. 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. STATEMENT OF NEEDS:**

Fairfax County invites qualified Offerors to submit proposals for Crossing Guard Services to ensure the safety and supervision of schoolchildren at designated intersections and crosswalks. These services shall include recruitment, hiring, training, supervision, coordination, and overall management of Contractor-provided crossing guards, excluding County-employed crossing guards.

The scope of services includes, but is not limited to, the following:

- 4.1. Management and Operations:
- Provide comprehensive management of crossing guards hired by the Contractor.
  - Cover 54 designated crossing locations, with the flexibility to accommodate additional locations with a minimum of five (5) hours' notice.
  - Ensure uninterrupted service at all designated crossings on days when school is in session, as per the Fairfax County Public Schools (FCPS) calendar.
  - Adhere to standards set by the Virginia Department of Criminal Justice Services (DCJS) and the National Highway Traffic Safety Administration (NHTSA).
- 4.2. Minimum Qualifications for Guards:
- Be at least 18 years old.
  - Possess a high school diploma or GED.
  - Successfully pass a medical examination, including vision and hearing tests.
  - Demonstrate reliability, responsibility, and the ability to work with children while maintaining professional conduct.
- 4.3. Core Duties of Crossing Guards:
- Direct traffic to ensure safe crossing for children.
  - Maintain order and safety at crossings.
  - Educate children on traffic and pedestrian safety.
  - Wear uniforms and use safety gear provided by the Contractor.
- 4.4. Recruitment and Hiring Standards:
- Conduct comprehensive background checks through the Virginia State Police, including fingerprinting and sex offender registry checks.
  - Include Child Protective Services checks in compliance with VA Code §63.2-1515.
  - Disqualify candidates with felony convictions, crimes involving children, or violent offenses. Conduct annual re-checks and share results with the Fairfax County Police Department (FCPD).

**SPECIAL PROVISIONS**

- 4.5. Drug and Alcohol Testing:
- Perform pre-employment and random drug/alcohol testing at certified laboratories.
  - Conduct tests based on reasonable suspicion and post-incident occurrences.
  - Exclude individuals with positive test results from employment.
- 4.6. Training:
- Provide training compliant with DCJS Level II certification requirements, including classroom and on-the-job instruction.
  - Cover traffic control, emergency response, public interaction, and job conduct.
  - Require annual refresher training before the start of each school year.
- 4.7. Uniforms and Equipment - Contractor must supply the following at no cost to the FCPD:
- Safety yellow raincoat
  - ANSI 107 Type P Class 2 safety vest
  - Hand-held stop sign
  - Cap
  - Identification card
- 4.8. Staffing and Scheduling:
- Ensure guards are present and prepared at all scheduled locations.
  - Maintain a pool of substitute guards for unanticipated absences.
  - Notify FCPD immediately of any unfilled positions.
  - Acknowledge that the County may recover costs if required to provide coverage due to Contractor's failure.
- 4.9. Adjustments and Notifications:
- Be available to adjust schedules for early dismissals, delayed openings, and school cancellations.
  - Remain accessible by 5:00 A.M. for closure notifications.
  - Avoid billing for services on days with advance cancellation notice.
- 4.10. Reporting Requirements:
- Submit weekly group timesheets, listing locations, assigned guards, and hours worked, in Excel format by the Wednesday following each work week.
  - Maintain a master list of guards, substitutes, and supervisors, updated periodically.
  - Provide student crossing counts upon request.
  - Submit semi-annual complaint reports, detailing complaints, guard information, resolution, and any corrective actions taken.
  - Retain daily timesheets for inspection by the FCPD.
- 4.11. Meetings and Communication:
- Attend performance review meetings with FCPD at no additional cost.
  - Participate in meetings with school officials and community stakeholders as required.
  - Ensure a local representative is available for continuous communication with the FCPD.
- 4.12. Contingency Plans:
- Develop strategies for covering crossings during unforeseen absences.

**SPECIAL PROVISIONS****5. 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).

- 5.1. Introduction:  
Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
- 5.2. Technical Proposal:
  - a. Attachment I – Statement of Qualifications & Statement of Need
  - b. Attachment A1 – A7
  - c. Attachment B – Affirmation of Legally Required Contract Terms
  - d. Exhibit A – School Crossing List – Patrol Coverage
  - e. Exhibit B – FCPS Vendor Code of Conduct and Expectations
  - f. All issued Addenda (as applicable)
- 5.3. Exceptions to the RFP:  
Offerors may take exceptions to the terms, however, some of the terms may not be negotiable (ref. Attachment B).

**6. COST PROPOSAL INSTRUCTIONS:**

- 6.1. The offeror must submit a cost proposal in a separate file fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. The following information should be submitted as part of the cost proposal:

- **Hourly Rates for Crossing Guards:** Provide the hourly rates for each classification of crossing guard (e.g., regular crossing guards, substitute guards, etc.), which should be fully loaded to include all costs (e.g., labor, travel, benefits, uniforms, equipment, overhead, etc.). No additional charges of any kind will be allowed.
- **Management Fee:** Provide the management fee associated with the overall administration and supervision of the crossing guard program. This should include any costs for managing personnel, scheduling, training, and other administrative activities required to ensure the smooth operation of the service.

All pricing should reflect a comprehensive, fully loaded rate structure and should not include any hidden or additional fees beyond the ones explicitly listed in the proposal.

**7. PRICING:**

- 7.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices, not to exceed 5%.
- 7.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).

**SPECIAL PROVISIONS**

- 7.3. Price decreases shall be made in accordance with paragraph 40 of the General Conditions & Instructions to Offerors. (**Appendix A**)

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

- 8.1. 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.
- 8.2. **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.
- 8.3. Request for Protection of Trade Secrets or Proprietary Information (**Attachment A3**) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 8.4. 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.

**9. CONTACT FOR CONTRACTUAL MATTERS:**

- 9.1. All communications and requests for information and clarifications shall be directed to the following procurement official:
- Zabiullah Wahedi, Contract Specialist II  
Department of Procurement and Material Management  
Telephone: (703) 324-4149  
Email: [Zabiullah.wahedi@fairfaxcounty.gov](mailto:Zabiullah.wahedi@fairfaxcounty.gov)
- 9.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 14.3).

**10. REQUIRED SUBMITTALS:**

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

**SPECIAL PROVISIONS****11. SUBMISSION OF PROPOSAL:**

- 11.1. 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.
- 11.2. 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.
- 11.3. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.
- 11.4. 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.
- 11.5. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired.
- 11.6. 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.

**12. ADDENDA:**

- 12.1. Offerors are reminded that changes to the solicitation, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda should be signed and submitted before the due date/time or must accompany the proposal as instructed on the addenda.
- 12.2. 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 solicitation shall be submitted to [dpmteam1@fairfaxcounty.gov](mailto:dpmteam1@fairfaxcounty.gov). Notice of addenda will be posted on eVA and Bonfire. It is the Bidder's responsibility to monitor the Bonfire portal for the most current addenda at <https://fairfaxcounty.bonfirehub.com>.
- 12.3. Notice of addenda will be posted on eVA and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at <https://fairfaxcounty.bonfirehub.com>.

**SPECIAL PROVISIONS****13. PROPOSAL ACCEPTANCE PERIOD:**

- 13.1. Any proposal submitted in response to this solicitation shall be valid for 180 days. At the end of the 180 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.

**14. BASIS FOR AWARD:**

- 14.1. 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.
- 14.2. 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.
- 14.3. 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 9.1 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. Proposal Evaluation Criteria

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

1. Experience and Qualifications of the Firm **(30 points):**
  - Proven track record of providing crossing guard services, particularly for school districts or municipalities.
  - Demonstrated experience in managing a large workforce across multiple locations.
  - Relevant certifications and licenses, such as DCJS Level II Crossing Guard certification.
  - Strong references and past performance on similar projects.



**SPECIAL PROVISIONS**

2. Approach to Hiring, Training, and Managing Crossing Guards **(25 points):**
  - Quality and depth of the proposed hiring process, including comprehensive background checks and drug testing.
  - Detailed training programs for crossing guards and supervisors, including traffic safety, emergency protocols, and public interaction.
  - Approach to ensuring crossing guards are well-trained, monitored, and supervised for consistent performance.
3. Implementation Plan **(20 points):**
  - Detailed plan for covering all designated locations, with provisions for substitute guards in case of absences.
  - Ability to manage unexpected absences or school schedule changes, ensuring continuous coverage.
  - Contingency plans for potential staffing shortages and handling emergencies.
4. Cost Proposal **(25 points):**
  - Clarity and transparency in the cost structure, with an itemized breakdown of hourly rates for guards and management fees.
  - Competitiveness of the proposed pricing in relation to other submitted proposals.

**TOTAL: (100 POINTS)**

- 14.7. Fairfax County reserves the right to make on-site visits to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 14.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 14.9. 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.
- 14.10. 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.
- 14.11. 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.

**15. INSURANCE:**

- 15.1. 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.
- 15.2. The Contractor shall, during the continuance of all work under the Contract provide the following:

**SPECIAL PROVISIONS**

- A. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
- B. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Contractor, its 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. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
- D. The Contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per claim to cover each individual professional staff.

**15.3. Liability Insurance "Claims Made" basis:**

- A. 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.
- B. 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.

**15.4. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.****15.5. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.**

**SPECIAL PROVISIONS**

- 15.6. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- 15.7. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.
- 15.8. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VII or better.
- 15.9. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- 15.10. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- 15.11. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- 15.12. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 15.13. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all payments until the new certificate is furnished.
- 15.14. 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.
- 15.15. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- 15.16. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

**SPECIAL PROVISIONS**

- 15.17. 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.
- 15.18. The County, 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."

**16. METHOD OF ORDERING:**

- 16.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 16.2. 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.
- 16.3. 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.
- 16.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 16.5. 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.

**17. REPORTS AND INVOICING:**

- 17.1. The 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.
- 17.2. 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. Crossing guard's name;
  - b. The name of the County department;
  - c. Date of services
  - d. number of hours worked
  - e. The type of services (labor category); and,
  - f. The itemized cost for each item/service.
- 17.3. 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 1.2, a-f. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

**SPECIAL PROVISIONS****18. CHANGES:**

- 18.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 18.2. 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.

**19. DELAYS AND SUSPENSIONS:**

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.

**20. DATA SOURCES:**

- 20.1. 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.

**21. SAFEGUARDS OF INFORMATION:**

- 21.1. 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.

**SPECIAL PROVISIONS****22. ORDER OF PRECEDENCE:**

- 22.1. 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**).

**23. SUBCONTRACTING:**

- 23.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.

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

- 24.1. Reference Paragraph 71, 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 any public body will have no effect on consideration of your offer.
- 24.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 24.3. 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.
- 24.4. 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 contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 24.5. 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.

**25. NEWS RELEASE BY VENDORS:**

- 25.1. 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.

**SPECIAL PROVISIONS****26. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 26.1. 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.
- 26.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 711. Please allow two (2) working days in advance of the event to make the necessary arrangements.

**27. HIPAA COMPLIANCE:**

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

**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.