

IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE PORTAL

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).

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 17, Submission of Proposal 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. SCOPE OF SERVICES:**

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of one or more of the identified marketing and communication services for the County of Fairfax, Virginia. These services will be on an as needed basis for a variety of occasions.
- 1.2. Offeror may submit a proposal for one or more of the tasks listed in Section 5.1. through 5.7. Offeror must submit a proposal for all three subcategories of Task 5.4., Publication Production, if submitting a proposal for Task 5.4.
- 1.3. Federal funds may be expended under the resulting contract; therefore, the Contractor shall be bound by the attached Federal Grant Terms and Conditions (Appendix C) without exception.
- 1.4. The successful offeror(s) agree that all materials, work products and other deliverables to be produced or provided under a resulting contract and all intellectual property rights in or related to the deliverables shall become and remain the sole and exclusive property of Fairfax County. The successful offeror(s) will be required to assign all right, title, and interest in and to all of the foregoing to Fairfax County. As owner of the deliverables and related intellectual property rights, Fairfax County may:
  - a. obtain and hold copyrights, patents or such other registrations or intellectual property protections with respect to the deliverables as may be desirable or appropriate.
  - b. adapt, change, modify, edit, or use the deliverables as Fairfax County sees fit, including in combination with the works of others.
  - c. prepare derivative works based on the deliverables and publish, display, and distribute any deliverable(s) in any medium; and
  - d. sell, license, sublicense, lease, or permit others to use the deliverables and any intellectual property rights therein or related thereto, all without payment of any additional compensation to vendor.

### **2. PRE-PROPOSAL CONFERENCE:**

- 2.1. A(n) (optional/mandatory) pre-proposal conference will be held on 2/16/2023 at 10:00 A.M. via Teams. All interested participants must register at the following link: <https://teams.microsoft.com/registration/y1Zhom9dckGdfZNOsKeydQ,QhLhcUDe1E6snAseRzl56g,hOXKejO5r0W0JpAmRGdwZw,CNYZpaXNA0Gdbwf3uJ2X9Q,7jvbAWMKLEiUA70o8RWdRg,psSbK2JV60qMFPwHK8kwsq?mode=read&tenantId=a26156cb-5d6f-4172-9d7d-934eb0a7b275&webinarRing=gcc>.
- 2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to [flor.morrob@fairfaxcounty.gov](mailto:flor.morrob@fairfaxcounty.gov).

### **3. CONTRACT PERIOD AND RENEWAL:**

- 3.1. This contract will be for three (3) years with two (2) one-year renewal options available or “as negotiated.
- 3.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County’s Department of Procurement and Material Management (DPMM). The County reserves the right to renew the contract for 2 additional one (1) year periods, or any combination thereof, if agreeable to all parties.

- 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. BACKGROUND:**

- 4.1. The Office of Public Affairs (OPA) is the central communications office for Fairfax County and provides essential information to the public, elected and appointed officials, County agencies, and the media concerning County programs and services. OPA also manages countywide editorial planning, social media, compliance with the Virginia Freedom of Information Act (VFOIA), language access, and countywide customer service. Approximately half of the nearly 50 agencies in the County have their own dedicated public information staff, which are mostly independent and manage the communications needs of their departments. OPA serves the public information role for those agencies without a PIO, and it also coordinates strategic guidance for multi-agency and complex issues for all county offices. All agencies, not just OPA, will be able to use the services provided by the approved vendors who are selected through this RFP process.

#### **5. STATEMENT OF NEEDS:**

Qualified offerors are encouraged to submit a proposal for one or more of the following services:

Under the direction of OPA staff or the appropriate agency information officer, assist County departments in developing and executing comprehensive information campaigns for projects and initiatives or provide general communications guidance in the areas outlined below. Duties may include, but are not limited to:

##### **5.1. Research**

- a. Use standard resources (e.g., online, library, records, County information and publications, media) and/or proprietary research (e.g. panels, third-party subscriptions, or other owned or licensed research assets) to provide audience intelligence, marketplace data, media data, or other necessary information for campaign strategy, execution and optimization.
- b. Interview appropriate information sources. This may include conducting focus groups, interviewing subject matter experts, or other interviews.
- c. Compile research in appropriate format for usage (e.g. academic journal articles or complex consumer data into actionable campaign intelligence).

##### **5.2. Communications, Advertising and Marketing Plans**

- a. Establish campaign goals and objectives.
- b. Define target audiences beyond basic demographics to include real-life attributes, such as culture, language, media preferences, lifestyles and shopping habits.
- c. Employ a culture-first approach to define audiences and develop strategies that will incorporate culture at the conceptional stages and throughout the process.

- d. Develop key messages that influence desired actions.
- e. Implement innovative tactics that will achieve plan goals and objectives, including creative development, digital media, videos, audio, photos, printed publications, influencer marketing, media planning and buying, etc.
- f. Utilize success measurement and ROI measurement tools to report on communications plan status and outcomes.
- g. Provide timely budget details on campaign performance, specifying break-outs according to the needs of the campaign manager.
- h. Serve as a trusted marketing expert and provide plans that include fresh innovative strategies and tactics.

### 5.3. Brand Development and Multimedia Design and Production

- a. Provide proprietary methodology for brand development.
- b. Develop brand attributes such as colors, look, and feel; and create brand outcomes, such as logos and templates.
- c. Use research to inform copy, such as interviewing subject matter experts or rooting copy in market data insights. (See Research section for details)
- d. Design and edit multimedia materials, such as animations, videos, audio, and other content.
- e. Design and edit printed materials, such as brochures, newsletters, fliers, invitations, programs, toolkits, display materials, and promotional materials (e.g. magnets, bookmarks, fans, pens, calendars, etc.).
- f. Customize publications for key market segments.
- g. Ensure compliance with the Fairfax County Communication Toolkit (See Exhibit A).

### 5.4. Digital Communications

- a. Provide strategic counsel for official/approved social media accounts/efforts in line with county policies and procedures. (See Exhibit B)
- b. Create tactical social media content, including text, graphics and photos, for approved county social media accounts.
- c. Analyze content/campaign performance and provide metrics reports.
- d. Align social media efforts with overall communications planning, web content development, paid advertising, media relations, big/open data initiatives and other efforts.
- e. Write text for the County's internal and external websites.
- f. Design web pages in compliance with the County's standards.
- g. Create content that meets Fairfax County's accessibility requirements. (See Exhibit C)

### 5.5. Event Planning

- a. Plan events like groundbreaking and ribbon-cutting ceremonies that support a program or initiative.
- b. Determine and manage event logistics, including facilities, technology, audio-visual needs, food, invites, registration, and display materials.
- c. Provide staff to assist at events.

## 6. **TECHNICAL PROPOSAL INSTRUCTIONS:**

6.1. The offeror must submit the Technical Proposal 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 **Attachment A documents (A1-A8)**, and all issued Addenda (as applicable).

- a. Name of the firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
- b. Understanding of the problem and technical approach.
  1. Statement and discussion of the requirements as they are analyzed by the offeror.
  2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
  3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
  4. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

### 6.2. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address the Statement of Needs separately and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

### 6.3. Treatment of the Issues:

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

### 6.4. Statement of Qualifications:

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

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.

- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

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

- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
  - e. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.
- 6.5. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

## **7. COST PROPOSAL INSTRUCTIONS:**

- 7.1. The offeror must submit a cost proposal in Bonfire and must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Cost Proposal Summary Sheet – Attachment B). The following information should be submitted as part of the cost proposal:
- 7.2. The cost of each task or segment of the task shall be itemized.
  - a. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if price differ.
  - b. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
  - c. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
  - d. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

## **8. PRICING:**

- 8.1. 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 3%.

- 8.2. 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.).
- 8.3. Price decreases shall be made in accordance with paragraph 41 of the General Conditions & Instructions to Offerors. (Appendix A)

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

- 9.1. 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.
- 9.2. **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.
- 9.3. Request for Protection of Trade Secrets or Proprietary Information (Attachment A-4) 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.
- 9.4. 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.

**10. CONTACT FOR CONTRACTUAL MATTERS:**

- 10.1. All communications and requests for information and clarifications shall be directed to the following procurement official:  
  
Flor Morrobel, Contract Specialist II  
Department of Procurement and Material Management  
Telephone: (703) 324-7561  
Email: flor.morrobel@fairfaxcounty.gov
- 10.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 15.3).

**11. REQUIRED SUBMITTALS:**

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

## 12. 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](mailto: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. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired.
- 12.7. The proposal submission shall consist of:
- a. Cover sheet (DPMM32)
  - b. Technical proposal as required in the Special Provisions, paragraph 6, **TECHNICAL PROPOSAL INSTRUCTION**.



c. Cost proposal as required in the Special Provisions paragraph 7, **COST PROPOSAL INSTRUCTIONS.**

d. One (1) electronic copy of the Technical and Cost proposals with redactions consistent with the requirements of the RFP, Section 8. Trade Secrets/Proprietary Information through Fairfax County's online Procurement Portal at <https://fairfaxcounty.bonfirehub.com>.

12.8. All required attachments and forms must be included with the submission. 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

**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 three (3) 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 the DPMM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/solicitation](http://www.fairfaxcounty.gov/solicitation).

**14. PROPOSAL ACCEPTANCE PERIOD:**

14.1. Any proposal submitted in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) 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, subcontractor, 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 10.1 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 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. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Demonstrated ability to provide the services outlined in Section 5, (65 Points).
  - b. Demonstrated qualification of firm with appropriately qualified and experienced personnel. (Refer to Paragraph 6.4) (20 Points).
  - c. Reasonableness of cost proposal(s) (Refer to Section 7). (15 Points).
- 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. INSURANCE:**

- 16.1. The Contractor is responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

- a. Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
- b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Contractor, its subcontractor, 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.
- a. Liability Insurance "Claims Made" basis:
  - 1) If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same.
  - 2) The Contractor must either:
    - i. 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
    - ii. 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.
- b. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- c. 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.
- d. 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.
- e. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.

- f. 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.
- g. 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."
- h. The Contractor will secure and maintain all insurance certificates of its subcontractor, which shall be made available to the County on demand.
- i. 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 subcontractor. 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 subcontractor. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractor.
- j. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- k. 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.
- l. Compliance by the Contractor and all subcontractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractor of their liabilities provisions of the contract.
- m. 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 subcontractor and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- n. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- o. The Contractor and all subcontractor are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

**17. METHOD OF ORDERING:**

- 17.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 17.2. 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.
- 17.3. 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.
- 17.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 17.5. 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.

**18. REPORTS AND INVOICING:**

- 18.1. 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.
- 18.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
  - a. Employee name;
  - b. The name of the County department;
  - c. Date of services
  - d. The type of services; and,
  - e. The itemized cost for each item/service.
- 18.3. 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. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

**19. CHANGES:**

- 19.1. 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.
- 19.2. 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.

**20. DELAYS AND SUSPENSIONS:**

- 20.1. 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.
- 20.2. 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.
- 20.3. 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.

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

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

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

- 26.1. 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.
- 26.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 26.3. 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.
- 26.4. 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.
- 26.5. 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.

**27. NEWS RELEASE BY VENDORS:**

- 27.1. 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.

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

- 28.1. 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.

- 28.2. 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.

**29. HIPAA COMPLIANCE:**

- 29.1. 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.
- 29.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

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

- 30.1. 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.