

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.

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 13 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 Automatic Coin/Credit Card Operated Vending Machine Services in multiple County facilities for the County of Fairfax, Virginia.

2. CONTRACT PERIOD AND RENEWAL:

- 2.1. This contract will begin on date of award and terminate on August 31, 2023. The County reserves the right to renew the contract for seven (7) additional years, one year at a time.
- 2.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Department of Procurement and Material Management (DPMM).
- 2.3. 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.

3. BACKGROUND:

- 3.1. Vending Machine Services have been provided to Fairfax County since 1990. The current contract with Compass Group USA has been in effect since 2010. The County presently receives 30% of net sales monthly. There are approximately 138 vending machines currently offering a variety of food, snacks, and beverages operated in County facilities. The gross sales figures for 2019 are:

Customer Name	2019 Sales
Fairfax County Police	\$ 13,966.00
Fairfax County Mpstoc	\$ 37,931.00
Fairfax Govt Ctr 12000	\$ 77,251.00
Fairfax Bus Terminal	\$ 16,605.00
Fairfax County South	\$ 36,522.00
Fairfax County Government	\$ 75,234.00
Fairfax Co Health Dept	\$ 3,571.00
Fairfax Govt Center	\$ 139,863.00
Fairfax Co Govt-West St	\$ 4,664.00
Fairfax Dep Vehicles W Ox	\$ 14,162.00
Fairfax Dep Vehicles Sprg	\$ 5,586.00
Fairfax Judicial Bldgs	\$ 50,559.00
Fairfax Govt Dpw	\$ 3,097.00
Fairfax Co Housing & Comm	\$ 4,018.00
Total 2019 Sales	\$ 483,027.00

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- 3.2. The number and type of vending machines are listed in **Attachment B**. Additional machines may be added to this contract later.

4. STATEMENT OF NEEDS:

- 4.1. Offerors shall provide beverage and snack vending machines and snack products for each site location. All locations must have, at a minimum, the same type, quality, and quantity of equipment currently in place.
- 4.2. All equipment must be new or like new and supplied at no cost to the County. Please provide complete descriptive literature and photographs/sketches and/or drawings of the machines from the original manufacturer, including make, model, and serial number.
- 4.3. The County will not be held liable should damage or loss of any machine(s) or products contained therein occur while on County premises. All machines shall be equipped with bill and coin changers or where space is available and have credit card readers in compliance with the Payment Card Industry Data Security Standards (PCI Compliant)/debit cards in all County locations.
- 4.4. Cold Drink Machines **must be generic and certified energy efficient or have an energy miser installed**. All machines must carry both Coca-Cola and Pepsi-Cola products unless there is room for two separate machines. Both 12oz. and 20oz. size drinks will be provided where feasible. Selections of diet, caffeine free and diet caffeine free diet drinks are mandatory. Tea, juice products and water are to be stocked in soda machines.
- 4.5. **Snack Machines must be generic**. All snack machines must accommodate a varied selection of snack products including fat free, low fat, and low carb products. All products must be monitored by the vendor to make sure no out of date products remain in the machines. Expiration dates should be visible on all products in the snack machines.
- 4.6. Describe your firm's accounting systems, planned frequency of reporting procedures, and management control checks. Provide a SAMPLE of the kind of financial operating reports your firm will use for this facility. Include an annual operating statement for a similar-sized facility which you operate.
- 4.7. Offerors shall recommend the type and number of machines (if more than the present amount) that they feel is more suitable to this contract.
- 4.8. Describe the step by step process you will use to properly transition service from the current Contractor if you are awarded the contract. Provide a schedule indicating the frequency of changing the food products to assure freshness especially undated products. (e.g. gum, mints, etc.).
- 4.9. Provide a sample of monthly summary reports by location of all revenues collected. Also provide a listing of current products that reflect healthy choice selections.

5. CONTRACTOR RESPONSIBILITIES:

- 5.1. The Contractor, must within ninety (90) days after receipt of the "Notice" from the County, install, maintain, and operate in each facility 100% of the automatic vending machines and related support items as listed in Attachment B. Within the first 30 days following "Notice" the Contractor must have 35% of the vending machines installed in the facilities listed in Attachment B. The next 30 days, 35% more of the vending machines are to be installed. The last 30 days, the remainder of the machines should be in place.

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- 5.2. All equipment will be subject to County inspection as to condition, appearance, and service ability prior to installation and throughout the term of the contract. Equipment installed without prior County inspection shall be removed by the Contractor within two (2) days of notice.
- 5.3. The Contractor shall be responsible for providing customer refunds. The Contractor shall attach refund stickers to all machines providing contact information and instructions on how to obtain refunds. Refund information shall be included in a monthly report.
- 5.4. The Contractor shall furnish, install, maintain, service, repair and/or replace and stock all automatic coin operated vending machines. Such machines shall be the property of the Contractor. All said machines must be removed upon expiration/termination/cancellation of the contract.
- 5.5. The Contractor at their own expense must:
 - a. keep all equipment required to be furnished by the contract in proper appearance, damage-free and mechanical working order, per manufacturers' specifications.
 - b. replace equipment which becomes unserviceable or otherwise fails to comply with all specifications set forth in the contract. Contractor shall make satisfactory repair or replace damaged or defective equipment within one (1) business day of notice unless otherwise authorized by the Fairfax County representative.
 - c. under no condition exchange, remove, or relocate equipment from County approved locations during the term of the contract without prior written request or approval of the County, except if necessary, to replace out-of-service equipment.
- 5.6. The Contractor shall have trained competent service personnel available within twenty-four (24) hours notice to make repairs on the machines as needed. The name(s) and cell phone number(s) of the service personnel shall be provided with the proposal. The name(s) and telephone number(s) to report service shall be affixed to each machine in a visible place with area code of your firm included. Delivery personnel must be proficient in the English language.
- 5.7. The Contractor must possess an adequate amount of parts necessary to maintain and repair vending equipment and that the assigned personnel have access to these parts.
- 5.8. The Contractor's personnel shall be required to adhere to all security provisions in effect for the County facilities where their vending machines are located. Security provisions may include requiring the Contractor personnel upon entry to a County facility to sign a logbook verifying their visitations to the building. Requirements will vary for each facility.
- 5.9. All Contractor's personnel while on County property will wear a company photo ID badge as provided by the Contractor (at Contractor's cost) and will display this badge in an easily visible location on their outer garment. The photo of the Contractor's employee must have been taken recently.
- 5.10. The contractor shall provide at a minimum the same number of vending machines that are presently in place at each location. All equipment and accessories must be reviewed and approved by recognized national testing agencies, such as Underwriters Laboratories (UL) or equal. All cold drink machines must have lights or signage that indicates machine is "out of product" PRIOR to customers inserting money. This requirement does not include glass front machines where the product is already visible.
- 5.11. The Contractor shall be responsible for ensuring that the vending machines are serviced on a regular basis to ensure that ample stock of products is maintained in each machine. Contractor must clean and wipe down equipment each time it is serviced. All debris must be removed from shelves and "product drop" area cleaned on a regular basis.

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- 5.12. The Contractor must maintain a register of all equipment breakdowns reported to them which will reflect machine number, location, time breakdown discovered or reported, nature of breakdown and time and date that machine is repaired. This register must be made available to the County upon request.
- 5.13. All repair work must be accomplished by the Contractor within twenty-four (24) hours, (Saturday, Sunday and County Holidays excluded) after receipt of notification or discovery of a breakdown. Machines must be adequately stocked prior to the weekend and holidays. Vending machines determined by the County to be abandoned by the Contractor or that represent a health or safety concern or that remain broken for more than two (2) days may be removed by the County and stored at an off-site location for retrieval by the Contractor. Removal, transport and storage fees associated in the County's performance of this task will be paid by the Contractor to the County upon return of the stored vending machine(s).
- 5.14. The Contractor shall furnish a monthly detailed report of sales by vending machine by location and the number of products sold. This report must be submitted along with the commission payment and must clearly indicate the dates covered by the report and the location of each machine. Month of service should be included on each check as well as the location for which the check is written. A cover sheet that reflects each facilities sales must be included with the checks. A sample of this cover sheet will be given to the Contractor after award.

6. COUNTY RESPONSIBILITIES:

- 6.1. The County reserves the right to witness the filling and removal of all products and money from all machines if so desired by the County.
- 6.2. Fairfax County will provide pest control services on a regular basis in the areas where the vending machines are located.
- 6.3. Fairfax County will furnish without charge the electricity for the vending operation. If the Contractor requires moving or adding electrical outlets, the cost for this change will be charged back to the Contractor.
- 6.4. If unsatisfactory service becomes an issue, Fairfax County may cancel the contract for cause with 30 days notice.

7. 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, Attachment B, Attachment C, and all issued Addenda (as applicable).

- 7.1. 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.
 - b. It is recommended that the Contractor have a business office in the Washington D.C. Metropolitan Area and a local business phone that does not constitute a toll call on the part of the County and where the County may visit the Contractor's office between 8:00 a.m. and 5:00 p.m. Monday through Friday. Cell phone numbers for management and service personnel must be included in the proposal.

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7.2. Tab 2 – Statement of Qualifications:

- 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.

The Contractor must have at least one management level staff member who is regularly and actively involved in the vending service business and has managed the type work service described herein for a minimum of (2) years within the last (5) five years.

- 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. Each offeror must provide a minimum of three (3) references equal in size to the County's contract. Offerors must provide three (3) references from three separate entities. (e.g. If an offeror were to have three different locations for one organization, the County will consider that as one reference) The sites may be visited by the Selection Advisory Committee to determine Contractor's responsibility.

- 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.

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.

- 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.

7.3. Tab 3 – Understanding the Statement of Needs:

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

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.

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- a. Statement and discussion of the requirements as they are analyzed by the offeror.
- b. 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 Statement of Needs and achieving project objectives.
- c. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the Statement of Needs.
- d. 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.
- e. 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.

8. COST PROPOSAL INSTRUCTIONS:

- 8.1. The offeror must submit their response to the Cost Proposal as instructed in Bonfire with a price and portion book for the products that will be sold in the vending machines. The following information should be submitted as part of the cost proposal:
 - Estimated Profit and Loss for one year
 - An audited financial statement. This statement will be used in the evaluation process.
- 8.2. The offeror must indicate a monthly **percentage rate of the gross revenue less sales tax** that they shall **PAY** to the County.

9. PRICING:

- 9.1. The percentage fee offered to the County will remain **FIRM** throughout the term of the contract.
- 9.2. Prices for menu items 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. The total of the increase in the contract unit price will NOT exceed a total of \$.10 per item.
- 9.3. 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.).
- 9.4. Price decreases shall be made in accordance with paragraph 40 of the General Conditions & Instructions to Offerors. (Appendix A)

10. TRADE SECRETS/PROPRIETARY INFORMATION:

- 10.1. 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

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of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.

- 10.2. **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.
- 10.3. 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.
- 10.4. 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. CONTACT FOR CONTRACTUAL MATTERS:

- 11.1. 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

- 11.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 16.3).

12. REQUIRED SUBMITTALS:

- 12.1. 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.

13. SUBMISSION OF PROPOSAL:

- 13.1. 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.
- 13.2. 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>

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- Creating and uploading a submission
<https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors->
- 13.3. 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired.
- 13.7. 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.

14. ADDENDA:

- 14.1. 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.
- 14.2. Notice of addenda will be posted on eVA, DPMM current solicitation webpage, and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/solicitation or <https://fairfaxcounty.bonfirehub.com>.
- 14.3. 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.

15. PROPOSAL ACCEPTANCE PERIOD:

- 15.1. 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.

16. BASIS FOR AWARD:

- 16.1. 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.

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- 16.2. 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.
- 16.3. 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 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.
- 16.4. 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.
- 16.5. 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.
- 16.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Qualifications of firm with appropriately qualified and experienced personnel (ref. Special Provisions, Section 7.2.) **(points 25)**
 - b. Detailed response to the Special Provisions, section 4, STATEMENT OF NEED (ref. Special Provisions, Section 7.3.) **(points 55)**
 - c. Reasonableness of cost proposal **(points 20)**
- 16.7. 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.
- 16.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 16.9. 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.
- 16.10. 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.

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- 16.11. 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.

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 (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.

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- 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.
- 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. PAYMENT:

- 19.1. Facilities Management Department (FMD) must receive the monthly payment of fees by the 30th day of each month following the month the successful Offeror provided the service. The check must reflect the month for which the payment is being made. In addition, the successful Offeror will provide FMD a monthly and year-to-date Profit and Loss Statement which should include gross and net sales figures. **Catering sales and commissions will be shown as a separate line item on the monthly commission statement.**
- 19.2. Monthly commission payments for the operation of the vending machine service must be mailed by the 30th day of the month to:

Facilities Management Department
 12000 Government Center Parkway, Suite 424
 Fairfax, Virginia 22035
 Attn: William Goodman

SPECIAL PROVISIONS**20. CHANGES:**

- 20.1. 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.
- 20.2. 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.
- 20.3. All additional equipment must be installed and stocked within 7 days of notice by Contract Manager. If a facility is added, the Contractor will pay to the County the percentage of gross sales commission as listed in the contract beginning the month the machines are added. No payment will be made for any facilities deleted.

21. DELAYS AND SUSPENSIONS:

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.

22. ACCESS TO AND INSPECTION OF WORK:

- 22.1. 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.

23. DATA SOURCES:

- 23.1. 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.

SPECIAL PROVISIONS

24. SAFEGUARDS OF INFORMATION:

- 24.1. 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.

25. ORDER OF PRECEDENCE:

- 25.1. 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).

26. SUBCONTRACTING:

- 26.1. 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.

27. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 27.1. 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.
- 27.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 27.3. 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.
- 27.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 27.5. 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.

28. NEWS RELEASE BY VENDORS:

- 28.1. 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**29. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 29.1. 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.
- 29.2. 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.

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.