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

RFP 2000002852
School Bus Safety Camera Enforcement System

An optional pre-proposal conference will be held on November 19, 2019 from 1:00-2:00pm EST at the Fairfax County Public Schools Gatehouse Administration Center I, 8115 Gatehouse Road, 5th Floor, Conference Center Room 5050, Falls Church, Virginia 22042-1203. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP which are to be addressed at the pre-proposal conference should be submitted in writing to Thomas Fick, at trfick@fcps.edu no later than November 14, 2019.
Proposals: In accordance with the following and in compliance with all terms and conditions set forth in this RFP, unless otherwise noted, the undersigned offers and agrees, if its proposal is accepted, to furnish the items, system, and/or services for which prices are quoted, such items, systems, and/or services to be delivered to or furnished at the designated location(s) within the time period specified or otherwise agreed-upon. It is understood and agreed that, with respect to all terms and conditions accepted by FCPS, the items, system, and/or services offered in the successful Offeror’s proposal and accompanying attachments shall be incorporated into a contract.

Note: Neither the Fairfax County Government nor the FCPS discriminates against faith-based organizations or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF OFFEROR:

Telephone No.: __________________________
Fax No.: __________________________
E-Mail Address: __________________________
Federal Employer Identification No. or Federal Social Security No. (Sole Proprietor) __________________________
State Corporation Commission (SCC) Identification No. __________________________

By signing this proposal, the undersigned Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP, including the Special Conditions and the General Conditions and Instructions to Bidders.

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: ☐ LARGE (Y) ☐ SMALL (B)
☐ MINORITY-OWNED SMALL (X) ☐ MINORITY OWNED LARGE (V) ☐ WOMEN-OWNED SMALL (C)
☐ WOMEN OWNED LARGE (A) ☐ NON-PROFIT (9)

CHECK ONE: ☐ CORPORATION ☐ LIMITED LIABILITY COMPANY ☐ PARTNERSHIP ☐ INDIVIDUAL

State of Incorporation/Organization: __________________________

Signature of Legally Authorized Representative of Offeror __________________________
Date __________________________
Print Name __________________________
Print Title __________________________

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Director of the Office of Procurement Services at 8115 Gatehouse Road, 4th Floor, Suite 4400, Falls Church, VA 22042-1203 until the date/time specified above. The Offeror bears sole responsibility for the proper and timely submission of its proposal to the Conference Center Room specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION
1. SCOPE OF SERVICES:

1.1. The purpose of this Request for Proposal ("RFP") is to solicit sealed proposals from qualified offerors (herein referred to interchangeably as "Offeror" or "Contractor") to establish a contract or contracts through competitive negotiation for the provision of a school bus safety camera enforcement system (referred to herein as the “Bus Camera Enforcement System”) to the Fairfax County School Board, which owns and operates the Fairfax County Public Schools (collectively referred to herein as “FCPS”). The Bus Camera Enforcement System will be implemented and operated by the successful offeror and FCPS in cooperation with the Fairfax County Government, including the Fairfax County Police Department and the Fairfax County Transportation Center (collectively referred to herein as the “County”), as well as the Fairfax County court system (including the General District Court). Such coordination and cooperation will be conducted in accordance with any contract or contracts entered into as a result of this RFP, applicable state and local laws and ordinances, and any agreed-upon protocols.

1.2. FCPS and its school buses, intends to procure a school bus safety camera enforcement system and related services on a turn-key basis and in accordance with the terms and conditions of this RFP. All equipment used in connection with the system procured hereunder will remain the property of the successful offeror, who will license FCPS to use and operate such equipment in the manner consistent with the goals of the program. FCPS will be procuring such a system and services through its Office of Procurement Services in accordance with the Fairfax County Purchasing Resolution, as contemplated by the Virginia Public Procurement Act.

1.3. For the purposes of implementing and operating the school bus safety camera enforcement system contemplated by this RFP, FCPS and the successful offeror will work in coordination and cooperation with the Fairfax County Government, including the Fairfax County Police Department and the Fairfax County Transportation Center, as well as the Fairfax County court system (including the General District Court). Such coordination and cooperation will be conducted in accordance with any contract entered into as a result of this RFP, applicable state and local laws and ordinances, and any agreed-upon protocols.

1.4. The following tentative schedule is provided to the Offerors as a means of planning. Offerors are advised that this schedule may change during the solicitation process.

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Target Date</th>
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<tbody>
<tr>
<td>RFP Issue Date:</td>
<td>11/1/2019</td>
</tr>
<tr>
<td>Pre-Proposal Conference:</td>
<td>11/19/2019</td>
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<tr>
<td>Questions from Offerors Due:</td>
<td>12/03/2019</td>
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<tr>
<td>RFP Closing Date:</td>
<td>12/10/2019</td>
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<tr>
<td>Finalists interviews:</td>
<td>1/28-2/4/2020</td>
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<td>2/12-2/20/2020</td>
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<td>2/28/2020</td>
</tr>
<tr>
<td>Contract Begins:</td>
<td>3/1/2020</td>
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</tbody>
</table>

2. PRE-PROPOSAL CONFERENCE:

2.1. An optional pre-proposal conference will be held on November 19, 2019 at 2:00 P.M. EST in the Fairfax County Public Schools Gatehouse Administration Center I, 8115 Gatehouse Road, 5th Floor, Conference Center Room 5050, Falls Church, Virginia 22042-1203. To request reasonable ADA accommodations, call the Office of Equity and Compliance at 571-423-3050 or email them at equity&compliance@fcp.edu. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

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
must submit any questions pertaining to the RFP in writing, prior to the pre-proposal conference, to Thomas Fick at tfick@fcps.edu no later than 9:00 a.m. on November 14, 2019.

3. CONTRACT PERIOD AND RENEWAL:

3.1. The resulting contract will begin on the date of award and, unless terminated earlier or renewed as provided herein, will end on the five (5) year anniversary after the date of award (the “Initial Term”).

3.2. FCPS will have the option to renew such contract for up to five (5) additional one-year terms (each, a “Renewal Term”) by sending a written notice of renewal to the Contractor a minimum of 30 days before the expiration of the then-current term. The Initial Term and any Renewal Terms will be collectively referred to as the “Term.”

3.3. The obligation of FCPS to pay amounts due the Contractor 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. FCPS’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 FCPS will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. FCPS 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, FCPS’s failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. BACKGROUND:

4.1. Fairfax County is part of the Washington, D.C. metropolitan area in the Commonwealth of Virginia. It is 407 square miles in size with a population of over 1.1 million residents.

4.2. FCPS is the largest school district in the Commonwealth of Virginia and the 10th largest school district in the nation. During the current SY 2019-20, more than 187,000 students enrolled at the 198 FCPS schools. FCPS has a fleet of approximately 1,600 buses which transport approximately 120,000 students every day.

4.3. The primary purpose of this RFP is to increase the safety of the students who ride FCPS buses. Safety of FCPS students is of the utmost importance and creating a safe environment is a core belief of FCPS. FCPS intends to implement the Bus Camera Enforcement System as a means of achieving greater compliance with Virginia Code § 46.2-859, which, except as set forth therein, requires drivers to stop when school buses are stopped for purposes of loading and unloading students. The Bus Camera Enforcement System will permit the enforcement of such violations under Virginia Code § 46.2-844 by means of a video monitoring system, as defined by and authorized therein.

4.4. The secondary purpose of this RFP is to promote and encourage positive behavioral changes on the part of motorists so as to reduce the number of passing violations over time, not to aggressively pursue fines or civil penalties.

5. TASKS TO BE PERFORMED:

5.1. Qualified Offerors are encouraged to submit a proposal that will include fulfillment of the following tasks:

a. Provide ongoing support and resources as necessary to implement and comply with the Fairfax County School Bus Safety Camera local ordinance, and to propose modifications to the local ordinance, as needed
SPECIAL PROVISIONS

b. Work with the Fairfax County General District Court, the Fairfax County Police Department, the Fairfax County Transportation Center, the FCPS Office of Safety and Security and the Virginia Department of Motor Vehicles, among others, as needed, to develop and implement a mutually agreed upon procedure for screening videos, validating violations, issuing notices of violation/citations, and adjudicating notices of violation/citations.

c. Provide and install the Bus Camera Enforcement System, which shall be a dedicated turn-key video monitoring system consistent with Virginia Code § 46.2-844 to be installed on a minimum of 50 and maximum of 300 FCPS school buses for the purpose of recording school bus failure to stop violations. Installation, maintenance, transfer, removal, restoration and related services may take place at any or all of the Fairfax County Maintenance Facilities stated below as well as such other locations in Fairfax County, as directed by FCPS from time to time in writing (such facilities and locations sometimes collectively referred to herein as “Maintenance Centers”):

   West Ox Garage
   4620 West Ox Road
   Fairfax, Virginia 22030

   Newington Garage
   6900 Newington Road
   Lorton, Virginia 22079

   Jermantown Garage
   3609 Jermantown Road
   Fairfax, Virginia 22030

d. Provide and maintain a multi-featured payment system that allows violators who receive notices of violation/citations issued under the Bus Camera Enforcement System to pay civil penalties: (i) online by credit or debit card, or by electronic transfer; and (ii) by mailing a check or money order to an address to be designated by FCPS.

5.2. FCPS will control all aspects of the deployment and operation of the school buses that are equipped with bus camera systems, including but not limited to the number of buses to be so equipped and the locations of associated bus routes. The successful Offeror will retain ownership of all equipment used in connection with the Bus Camera Enforcement System and will license FCPS to use and operate such equipment under any contract entered into as a result of this RFP. FCPS will in no event compromise the safety, service, operation or efficiency of FCPS school buses or the mission of FCPS in any way in order to facilitate the recording of violations or issuance of notices of violation/citations.

5.3. Neither FCPS nor the County will in any event be or become responsible for paying any amounts to the successful Offeror other than: (i) an agreed-upon percentage of civil penalties paid and received through the operation of the Bus Camera Enforcement System; and (ii) amounts payable with respect to Additional Services (as defined in Section 8.4 below) and calculated by reference to the costs for labor and equipment submitted with such Offeror’s proposal.

6. TECHNICAL PROPOSAL INSTRUCTIONS:

6.1. The Offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as set forth below.
6.2. Introduction

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

b. Name of Offeror submitting proposal; main office address; if Offeror is a corporation, limited liability company, or other legal entity, please identify type of entity and date and place where organized; provide Federal tax identification number, Virginia State Corporation Commission Registration Number, if any, and Fairfax County BPOL number. If the Offeror 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, the Offeror is required to include in its proposal a statement describing why the Offeror is not required to be so authorized.

c. 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.

6.3. 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 separately each of the tasks described in the Request for Proposal 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. The Offeror must provide one or more charts or listings identifying all tasks, services, and activities relating to the implementation and operation of the Bus Camera Enforcement System and indicate with respect to each, whether such task, service, or activity will be performed by: (a) the Offeror; (b) a subcontractor of the Offeror; (c) FCPS; or (d) the County (including but not limited to the Fairfax County Police Department). If the Offeror intends to use subcontractors in connection with any aspect of the Bus Camera Enforcement System, the Offeror should identify such subcontractors in its proposal, if possible.

6.4. Treatment of the Issues:

Optional: 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 “Tasks to be Performed” section, and may propose alternative approaches.
SPECIAL PROVISIONS

6.5. 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 prior experience with the specific subject matter. Offerors must demonstrate a minimum of three (3) years of experience providing school bus camera safety enforcement services in a K-12 public school district. In addition, list all school bus camera or traffic signal enforcement programs operated, in whole or in part, by Offeror or its predecessors-in-interest.

b. References: Offeror must identify a minimum of three (3) programs performed by Offeror that are substantially similar in nature, scope, and in purpose to Bus Camera Enforcement Program contemplated by this RFP. Offeror must include a project description with respect to each, together with organization names, addresses, names of contact persons, telephone numbers and email addresses for each reference. A minimum of three references must be included.

c. Technical Point of Contact: A full-time employee assigned as the technical point of contract and project manager should be identified. A resume for this person is required indicating education, background, and recent relevant experience with the subject matter of the project. Current telephone numbers and email address must be included. The Offeror is advised that the employee named in paragraph 6.4.c of the technical proposal 6.4.c will be expected to remain assigned to the project throughout the Term of any contract awarded hereunder (provided that such employee remains employed by the Contractor during such period of time). No reassignment or replacement may be made without submission of a resume of the proposed replacement and with final approval being granted by the Purchasing Agent.

d. Financial Statements: The Offeror shall provide an income statement and balance sheet from the most recent reporting period, and including its most recent fiscal year. The Offeror must demonstrate that it has a net worth sufficient to perform its obligations under any resulting contract with FCPS.

6.6. Task 1: Work with the Fairfax County Police Department on a procedure for screening, validation, and issuance of notices of violation/citations:

a. The Offeror will be responsible for all loss of and/or damage to any Camera Enforcement Equipment occurring during the Term of any contract entered into as a result of this RFP, except for any loss and/or damage determined by FCPS in its discretion to have been caused by a vehicle collision or other occurrence for which FCPS has (as between FCPS and the Offeror) accepted responsibility in writing.

b. The Offeror will act as primary liaison to work with the Fairfax County General District Court, the Fairfax County Police Department, and the FCPS Office of Safety and Security, among others, to implement procedures for review and issuance of notices of violation/citations and to resolve any technical issues that may arise. The Offeror will provide all required training necessary to meet the requirements of the Fairfax County Police Department and implement the Bus Camera Enforcement System in a timely manner prior to installing any equipment. The Offeror will propose and consult with FCPS and the County regarding the development of written criteria to be applied by the Offeror when making an initial determination regarding whether to forward a captured image and related video to the County for review and direction regarding issuance of a notice of violation/citation based upon the information provided. These and other related services will be provided by the Contractor at no cost to FCPS or the County.
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c. The Offeror will describe in step-by-step detail the proposed notice of violation/citation process from capturing the violation through screening, validation, issuance of notice of violation/citation and collection of civil penalties, including the methodology and logic behind their unique approach and why it is in the best interest of the FCPS to implement this process for the purpose of increasing student safety and enforcing Code of Virginia § 46.2-844.

d. The Offeror’s solution will provide pre-screening of all potential violations in order to deliver high quality data to the Fairfax County Police Department for evaluation and approval leading to issuance of notice of violation/citations. This service and support will be the sole responsibility of the Offeror and will be without penalty or cost to FCPS or the County.

e. Any notices of violation/citations issued, as well as any payment options for civil penalties or fines, will be consistent with Code of Virginia § 46.2-844, Fairfax County Ordinance 82-2-8, and any other applicable federal, state, or local requirements, as may be in effect during the term of the resulting contract.

6.7. Task 2: Provide a turn-key camera system to be installed on school buses for the purposes of recording violations:

a. The Offeror will bear all costs of providing, installing, operating, and maintaining the bus camera equipment. The Offeror will maintain ownership of all cameras and related equipment installed on FCPS’s school buses in connection with the Bus Camera Enforcement System (the “Camera Enforcement Equipment”) and will grant FCPS a license to use and operate the Camera Enforcement Equipment during the term of any Contract resulting from this RFP.

b. The Offeror will be responsible for diagnosis, repair, maintenance, and replacement of all Camera Enforcement Equipment in a timely manner during the Term of any contract entered into as a result of this RFP. All such services will be performed at one or more of the Maintenance Centers designated by FCPS. Unless otherwise agreed, all such services (other than Additional Services, as defined in paragraph 8.4, below) are expected to be completed by the Offeror at the Offeror’s sole cost and expense within 10 business days after written request by FCPS.

c. In the event of a loss of or damage to any Camera Enforcement Equipment that was caused by a vehicle collision or other occurrence for which FCPS, in its discretion, has (as between FCPS and the Offeror) accepted responsibility in writing, FCPS will pay for the replacement or repair of such equipment in accordance with the comprehensive schedule of prices included with the Offeror’s proposal. FCPS is exempt from and does not pay sales tax. Except for Additional Services, the Offeror will be responsible for all costs associated with loss of and/or damage to any Camera Enforcement Equipment occurring during the term of any contract entered into as a result of this RFP.

d. No penalties will be imposed on FCPS for days upon which the Bus Camera Enforcement System is not operated or operational for any reason.

e. The number of installed camera systems to be deployed will be determined by FCPS and other Fairfax County resources and may fluctuate during the term of any resulting contract. Nonetheless, the number of installed camera systems will consist of a minimum of 50 and a maximum of 300 school buses, though FCPS may in its sole discretion permit phasing of such installation(s). The make and models of FCPS school buses upon which Camera Enforcement Equipment may be installed is as follows:
SPECIAL PROVISIONS

FCPS School Bus Make/Models:

Amtran-IC - MY2001 - MY2002 (60-Passenger "FE", 78-Passenger "RE")

School bus assignments, routes, area of operation and other logistical concerns will be determined solely by FCPS without any limitations or penalties of any kind imposed by the Offeror.

f. The Offeror will disclose the full assessed value of the Camera Enforcement Equipment to be installed on FCPS’s buses. The Offeror will provide a list of parts and equipment included in the Bus Camera Enforcement System (including the Camera Enforcement Equipment) and the replacement cost for each, inclusive of labor.

g. The Offeror will be responsible for any damage to school buses due to the installation, use, maintenance, repair, and/or removal of the Camera Enforcement Equipment (including damage occurring during restoration of school buses following removal of such equipment).

h. The Offeror will demonstrate installation methods, verify that installation will not compromise the integrity, reliability, functionality, manufacturer's warranty, use or safety of the bus in any way and verify that these methods and equipment are consistent with all state and local regulations. The Offeror additionally will provide information regarding the Offeror’s method of restoring affected areas of FCPS school buses upon removal of Camera Enforcement Equipment.

i. Neither the Bus Camera Enforcement System nor the Camera Enforcement Equipment will in any way impede bus use by any passenger, driver or other staff member or affect the loading, transport, or unloading of passengers. The Bus Camera Enforcement System will be consistent and compliant with applicable federal, Virginia, and local laws and regulations, to the extent applicable.

j. If at any time during the term of a contract entered into pursuant to this RFP, the Offeror, following FCPS’s prior approval, chooses to remove a camera from one bus and install it on another bus, the Offeror will bear and be responsible for all costs arising from or in connection with such relocation. When removing Camera Enforcement Equipment for any reason (whether for transfer to a different FCPS school bus or upon expiration or termination of the contract), the Offeror will be responsible, without cost to FCPS, for restoring all school bus surfaces and areas altered as a result of the installation and/or removal of such Camera Enforcement Equipment on each such school bus.

k. The Camera Enforcement Equipment, as operated in accordance with the Bus Camera Enforcement System, will not prematurely trigger a violation capture, will allow sufficient time for the deployment of the bus stop warning system, and will allow sufficient time for the motorist to react and respond, in accordance with Code of Virginia § 46.2-1090. The Bus Camera Enforcement System will in good faith accurately capture only actual, clearly visible violations. FCPS, Fairfax County Government and the Fairfax County Police Department must approve of the timing intervals and methods used to determine that a violation has occurred. No adjustments to any of the determining factors employed by the Bus Camera Enforcement System will be made without written approval by FCPS, Fairfax County Government and the Fairfax County Police Department.

l. The Offeror will comply with Virginia Department of Education ("VDOE") Regulations 8 VAC 20-70-460, 8 VAC 20-70-470; Code of Virginia § 22.1-16, Code of Virginia § 22.1-177, Fairfax County Ordinance 82-2-8 and any further requirements of the current VDOE Pilot Project Guidelines.
SPECIAL PROVISIONS

m. At its option, FCPS may require the Offeror to implement a warning period of a duration not to exceed 45 days with a number of buses to be determined by FCPS as an initial step, following, or in parallel with a public service announcement campaign before ticketing may begin.

n. The Offeror will provide FCPS with pre-approved public service announcements and materials relating to the Bus Camera Enforcement System and will assist with the distribution of those materials at no cost to FCPS.

o. The Offeror will provide FCPS with technical information regarding the capabilities and specifications of the Camera Enforcement Equipment and, upon request by FCPS, will provide a demonstration of such equipment to FCPS during any oral presentation conducted in connection with this RFP. The Offeror will include in its proposal its plan for providing future product updates and technological enhancements to the Camera Enforcement Equipment as such may become commercially available during the term of the resulting contract.

p. The Offeror will agree to maintain a Local Service Representative who is located within a thirty (30) mile radius of Fairfax County, Virginia and, in addition, to maintain an inventory of agreed-upon parts in sufficient quantity to provide for the prompt and efficient replacement and/or repair of Camera Enforcement Equipment.

6.8. Task 3: Provide a process for payment of civil penalties online and by mail.

a. The Offeror will develop and propose a process for payment, receipt/deposit, accounting, and disbursement of civil penalties paid by violators pursuant to notices of violation/citations issued under the Bus Camera Enforcement System. The payment process must permit such civil penalties to be paid: (i) online, by credit or debit card or by electronic transfer of funds, or (ii) by mail, in the form of checks or money orders made payable to “The County of Fairfax, Virginia” to an address that will be designated by FCPS at a future date.

b. The Offeror will be required to maintain the proposed payment platform and/or processing service throughout the Term, at the Offeror’s sole cost and expense. The Offeror will propose a procedure allowing for FCPS or its designee to regularly sweep the account into which all amounts received in connection with the Bus Camera Enforcement System are deposited and transfer such amounts to FCPS or its designee. The Offeror will in no event have access to any account(s) into which such amounts are deposited.

7. TRAINING AND CONSULTATION SERVICES:

7.1. General Questions. The Offeror’s staff must be available for consultation with FCPS staff and/or County staff, including the Fairfax County Police Department, on an as-needed basis between 8:00 AM and 5:00 PM, EST, Monday through Friday.

7.2. Required Training. The Offeror will provide onsite training to FCPS staff (including FCPS maintenance staff and bus drivers) no less frequently than four times each Contract year during the Term. Such training will be conducted by the Offeror at FCPS facilities at times selected by FCPS with reasonable notice to the Offeror. In addition to such onsite training, Offerors are encouraged to provide FCPS with a training video (available online or by digital download or other means of delivery) that may be used to train FCPS employees during the term of any contract resulting from this RFP.

8. COST PROPOSAL INSTRUCTIONS AND PRICING:

8.1. Proposals must be developed and presented with the understanding that, except for Additional Services referred to in Paragraph 8.4 below, the Bus Camera Enforcement System program will be installed and operated without any cost outlay whatsoever from FCPS at any time during
or after the Term. Any and all financial risk will be the sole responsibility of the Offeror. FCPS will not be charged costs, fines, penalties or fees based on performance or lack thereof, or any other criteria including, but not limited to, a minimum number of notices of violation/citations over a period of time. FCPS will not be responsible for operation costs, service fees, or any other expenses the Offeror incurs as the result of a contract award from inception through contract termination.

8.2. The Offeror’s sole compensation will be a percentage of the civil penalties paid by violators and received pursuant to notices of violation/citations issued pursuant to the Bus Camera Enforcement System during the Term of the Contract. FCPS will in no event be or become responsible for any unpaid or uncollected notices of violation/citations. Unless expressly agreed upon in advance and in writing, neither the County nor FCPS will have the obligation to pursue collection of unpaid notices of violation/citations and will in no event be or become responsible for costs of collecting any unpaid notices of violation/citations.

8.3. The Offeror will detail the proposed program revenue distribution rates between the Offeror and FCPS for the notice of violation/citation revenue collected (Appendix B). The revenue distribution rate or rates will be fixed for the duration of the resulting contract. Any changes to the distribution rates must be mutually agreed upon in writing by the Offeror, FCPS and Fairfax County Government.

8.4. The Offeror will provide a comprehensive price schedule for any and all Additional Services (including parts and labor) that may be invoiced to FCPS (Appendix B). FCPS’s Director of Transportation (or designee so authorized in writing) may order Additional Services to be performed by sending a written directive to the successful Offeror. As employed herein, the term “Additional Services” may be ordered in writing by the Director of Transportation (or designee duly authorized in writing) and consist of and are limited to the following: (a) repairing or replacing all or part of any Camera Enforcement Equipment that becomes damaged or lost during the Contract Term as a result of a vehicle collision or other occurrence for which FCPS (as between FCPS and the Offeror) has acknowledged financial responsibility in writing; and (b) moving Camera Enforcement Equipment installed on one bus to another bus at the written request of FCPS. Unless otherwise agreed upon by FCPS in writing and in advance, no fees requested outside of the comprehensive price schedule will be or become due or payable to the successful Offeror.

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 provided that Offeror shall have complied fully with the requirements of Virginia Code § 2.2-4342(F) by, among other things, invoking the protections of this statutory 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. The Offeror shall conspicuously label each page, section and/or item for which it claims protection and shall specify its requested disposition of protected material after award. The Offeror may not designate as trade secrets or proprietary information its entire proposal, any portion of its proposal that does not contain trade secrets or proprietary information, or any line item prices or proposal prices.

9.3. It will be the sole responsibility of the Offeror to comply fully and strictly with the provisions of Virginia Code § 2.2-4342(F), if it wishes to invoke the protections for trade secrets and proprietary information set forth therein.

10. **CONTACT FOR CONTRACTUAL MATTERS:**

10.1. All communications and requests for information and clarifications shall be directed to the following procurement official:
SPECIAL PROVISIONS

Thomas Fick, Contracts Administrator
Fairfax County Public Schools
Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3580
Email: trfick@fcps.edu

10.2. No attempt shall be made by any Offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see Section 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 may result in the disqualification of the Offeror's proposal.

12. SUBMISSION OF PROPOSAL:

12.1. Offeror must submit the following in separate, sealed, and properly labeled envelopes or packages:

- One (1) original (duly marked), one (1) printed copy and five (5) copies on a USB flash drive in searchable pdf format of the Technical proposal;

- One (1) original (duly marked), one (1) printed copy and five (5) copies on a USB flash drive in searchable pdf format of the Cost proposal (Appendix B); and

- A notarized certification that the USB flash drive versions are a true copy of the printed version.

- Signed Addenda, if not submitted previously in accordance with Section 12.3.

12.2. The items listed in Section 12.1 shall be submitted to FCPS in separate sealed envelopes or packages, properly labeled as to content, with the proposal number, title and the Offeror's name and address on the outside. Properly labeled envelopes or packages must be delivered on or before the date and time established for submission of proposals to the following address:

Department of Financial Services
Office of Procurement Services
Fairfax County Public Schools
8115 Gatehouse Road
Suite 4400
Falls Church, VA 22042-1203

12.3. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda MUST be signed and: (a) submitted to the Office of Procurement Services, 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203 before the due date/time; or (b) submitted with the Offeror's proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic/htm

12.4. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to FCPS'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.
12.5. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. FCPS encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

12.6. Each original, print copy and five (5) electronic copies of the proposal shall consist of:

   a. **Cover sheet (DPSM32)**

   b. Technical proposal as required in the Special Provisions, Section 6, **TECHNICAL PROPOSAL INSTRUCTIONS**.

   c. Cost proposal as required in the Special Provisions, Section 8, **COST PROPOSAL INSTRUCTIONS AND PRICING**. (Appendix B must be included in the Cost proposal).

12.7. By executing the cover sheet (DPSM32), Offeror acknowledges that it has read this Request for Proposals, understands it, and agrees to be bound by its terms and conditions. **The Offeror bears sole responsibility for the proper and timely submission of its proposal to the Conference Center Room specified above.**

13. **LATE PROPOSALS:**

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

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

14.1. Proposals will remain valid for a period of three hundred sixty five (365) calendar days after the date specified for receipt of proposals.

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 FCPS, taking into consideration price and the evaluation factors set forth in the Request for Proposal. Such contract will in all events be consistent with and will incorporate this RFP, including but not limited to the required contractual provisions set forth in Section 32 and none of the prohibited provisions set forth in Section 31 hereof. FCPS reserves the right to make multiple awards as a result of this solicitation.

15.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated Offeror(s) will then be reviewed.

15.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer 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 FCPS, 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 Purchasing Agent to make oral presentations to the Selection Advisory Committee. The Selection Advisory Committee will then conduct a final evaluation of the proposals. As part of the evaluation process, the Offeror must demonstrate the Bus Camera Enforcement System's
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functionality and image quality, and detail the intended life cycle and integrity of all of the proposed equipment and other components to be used.

15.5. 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 stated 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, FCPS shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract, if at all, to that Offeror.

15.6. Should FCPS 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 Selection Advisory Committee will make appropriate recommendations to FCPS officials, if appropriate, prior to actual award of contract.

15.7. Proposal Evaluation Criteria

The Selection Advisory Committee will use a numerical scoring system for ranking Offerors. The numerical system is comprised of the categories listed immediately below for a maximum total of 700 points. Notwithstanding the weights assigned to each element of evaluation criteria, each element of an Offeror’s proposal must be reasonably acceptable to FCPS in order for the Offeror to be eligible for award. The following criteria will be considered in the evaluation of proposals by the Selection Advisory Committee, and scored in accordance with the points set forth below:

<table>
<thead>
<tr>
<th>Evaluation Criteria for Technical Proposal:</th>
<th>Points:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding of Problem; Technical Approach</td>
<td>10</td>
</tr>
<tr>
<td>Preliminary Work Plan; Treatment of Issues</td>
<td>40</td>
</tr>
<tr>
<td>Organizational and Staff Experience</td>
<td>30</td>
</tr>
<tr>
<td>Required references (3)</td>
<td>90</td>
</tr>
<tr>
<td>Technical Point of Contact</td>
<td>10</td>
</tr>
<tr>
<td>Coordination with County</td>
<td>10</td>
</tr>
<tr>
<td>Procedure for Screening, Validating, and Issuing Notices of Violation/Citations</td>
<td>100</td>
</tr>
<tr>
<td>Turnkey Bus Camera Enforcement System</td>
<td>100</td>
</tr>
<tr>
<td>Payment Process and Procedure</td>
<td>100</td>
</tr>
<tr>
<td>Training and Consultation</td>
<td>10</td>
</tr>
</tbody>
</table>

Technical Proposal Points (Total Possible): 500

Cost Proposal Points (Total Possible) | 100
Oral Presentation/Responses | 100

Combined Total Points for Proposals and Oral Presentation/Answers: 700

15.8. FCPS reserves the right to contact references provided with the proposal and, with the approval of a referenced party which is presently under contract with the Offeror, to visit in person and inspect the camera systems currently installed and in use. In addition, FCPS further reserves the right to conduct such independent verification, due diligence, and/or reviews as it deems appropriate regardless of whether the subject is listed as a reference by Offeror.

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

15.10. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion or interviews.
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Consequently, Offerors should provide complete, thorough proposals with the Offeror’s most favorable terms for the benefit of FCPS. Should proposals require additional clarification and/or supplementary information, Offerors should submit such additional material in a timely manner.

15.11. 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.

15.12. FCPS may cancel this Request for Proposal or reject proposals at any time prior to an award if it deems such action to be in its best interests, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

16. CONTRACT INSURANCE PROVISIONS:

16.1. 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, including but not limited to the Camera Enforcement Equipment. Notwithstanding installation of the Camera Enforcement Equipment on FCPS’s school buses, the Offeror acknowledges that FCPS will operate such equipment pursuant to a license granted by Offeror and that Offeror will retain ownership thereof. Except for damage or loss to Camera Enforcement Equipment for which FCPS accepts responsibility in writing, the Contractor will be and will remain responsible for all losses, liabilities, claims, and risks arising from or in connection with damage or injury to property or persons during installation, operation, maintenance, repair, and/or removal of the Bus Camera Enforcement System (including related restoration of school buses following such removal).

16.2. The Contractor will, during the Term of any contract entered into as a result of this RFP, maintain the following insurance types and coverage in full force and effect:

   a. Workers' Compensation (Statutory) and Employer's Liability insurance limits of not less than $100,000.

   b. Commercial General Liability insurance in the amount of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

   c. Automobile Liability insurance, including all owned, non-owned and hired automobiles, in the amount of $1,000,000 Combined Single Limit.

   d. Professional Liability/Errors and Omissions coverage responding to Contractor’s errors, acts or omissions in the amount of $1,000,000 per claim and in the aggregate. If the Contractor can satisfactorily document that their Professional Liability coverage is included in their General Liability policy, a separate Professional Liability policy will not be required.

   e. Cyber/Information Technology insurance in the amount of $1,000,000 per claim, including coverage for costs of 3rd party notification, credit monitoring, and fraud protection.

16.3. Fairfax County Public Schools, the Fairfax County School Board, its board members, officers and employees shall be named as an "additional insured" in the General Liability policy.

16.4. Additional Requirements

   a. The Contractor agrees to provide insurance issued by companies authorized to do business in the Commonwealth of Virginia, with the Best’s Key Rating of at least A:VI.

   b. 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
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for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

c. Prior to commencement of services under any contract awarded hereunder, the Contractor will provide FCPS with a Certificate of Insurance citing the contract number and such coverage as prescribed herein.

d. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.

e. Compliance by the Contractor and all subcontractors with the foregoing insurance requirements shall not relieve the Contractor or any subcontractors of their obligations and liabilities under the contract.

f. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and FCPS. The Contractor shall be as fully responsible to FCPS for the acts and omissions of the subcontractors and of persons employed by them as it is for its own acts and omissions hereunder.

g. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

h. If the Contractor delivers services at a County or FCPS-owned or leased facility, the Contractor is required to carry property insurance on all equipment, to include County and/or FCPS owned, installed and maintained equipment used by the Contractor while in their care, custody and control for use under this Contract.

17. INVOICES; PAYMENT:

17.1. The Contractor will be required to remit to FCPS periodically (with a frequency as required by FCPS by written notice to the Contractor) the entirety of the civil penalty payments which come into the Contractor’s possession, without set-off, deduction, or any other withholding by the Contractor for any reason. The Contractor will invoice FCPS monthly for the Contractor’s percentage share of the civil penalties paid in the preceding month. Unless changed by FCPS at any time by written notice to the Contractor, such invoices will be invoiced to:

Office of Transportation Services  
Fairfax County Public Schools  
8101 Lorton Road  
Lorton, Virginia 22079  
Attn: Finance Team

17.2. Whenever the Contractor, following written direction by FCPS, performs Additional Services for which FCPS has accepted financial responsibility in writing, the Contractor will send a written invoice to FCPS as set forth herein. Each invoice will be sent to the address set forth in Paragraph 17.1 and will include the following information:

a. The type or description of Additional Services performed;

b. The bus number or numbers upon which such Additional Services were performed;

c. The date or dates of performance of such Additional Services;

d. The itemized cost for each item/service including, as applicable, the cost of replacement of any item of Camera Enforcement Equipment (determined by reference to the Schedule of Costs included in the Contractor’s Cost Proposal); and

e. A copy of the FCPS authorization for each Additional Service.
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17.3. FCPS will pay approved amounts for performance of Additional Services within 30 days after receipt of a properly-submitted invoice from the Contractor. Approved amounts that are not paid within such 30 day period will accrue interest at a rate of 0.5% per month until paid. Any payment due to the Contractor hereunder will be paid, at FCPS’s option or election, as follows: (a) by electronic transfer to an account designated by the Contractor in writing; (b) by check which will be mailed to the Contractor at the address set forth on its invoice; or (c) following written direction of FCPS, deducted from FCPS’s share of the next scheduled revenue distribution and added to the share otherwise due the Contractor. Unless authorized by FCPS in writing, no amounts may be set-off, deducted, or otherwise withheld by the Contractor for any reason.

18. CHANGES:

18.1. FCPS 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 Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

18.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Purchasing Agent.

19. DELAYS AND SUSPENSIONS:

19.1. FCPS may, in writing, direct the Contractor 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 FCPS. No such adjustment shall result in additional costs or compensation due the Contractor.

19.2. 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 FCPS’s delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

20. ACCESS TO AND INSPECTION OF WORK:

20.1. FCPS will, at all times, have access to the work being performed under any Contract resulting from this RFP, wherever it may be in progress or preparation.

21. RIGHT OF AUDIT:

21.1. Unless a longer period is prescribed by applicable statute, the Contractor shall preserve and make available to FCPS and its authorized agents during the Term and for a period of three (3) years after expiration of the Term, at all reasonable times at the office of the Contractor but without charge to FCPS, all books, records, documents, and other materials relating to the performance of its services. These audit provisions shall give FCPS and/or its authorized agents unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.

21.2. The Contractor shall include an equivalent right of audit clause in all subcontracts issued by it and they shall require the same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the services performed hereunder. In the event that the Contractor fails to include this clause in any such subcontract or lower tier contract, or otherwise fails to insure FCPS’s rights hereunder, the Contractor shall be liable to and shall reimburse FCPS for all reasonable costs, expenses and attorneys’ fees which FCPS may incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to FCPS from such persons under this clause.
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22. SAFEGUARDING OF INFORMATION:

22.1. Unless approved of in advance and in writing by the 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 contract.

23. ORDER OF PRECEDENCE:

23.1. In the event of conflict or ambiguity between or among any provision of the contract documents, the Acceptance Agreement (provided at contract award) and the Special Provisions of the contract shall in all circumstances take precedence over the General Conditions and Instructions to Bidders, (Appendix A). In the event that a subject area is addressed in the Acceptance Agreement (referred to herein as the “Contract”) and/or the Special Provisions on the one hand, and in the General Conditions and Instructions to Bidders on the other, then the corresponding provision in the General Conditions and Instructions to Bidders will be deemed to have been superseded in all respects.

24. SUBCONTRACTING:

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

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

25. USE OF CONTRACT BY OTHER PUBLIC BODIES:

25.1. 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 terms, prices and/or discounts of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. FCPS acts only as the "Procurement Agent" for these public bodies. An Offeror’s decision with regard to whether or not to extend a contract to another public body will have no effect upon FCPS’s consideration or evaluation of any proposal. (See Appendix B for sample listing of other public bodies).

25.2. It is the Contractor’s responsibility to notify the public body(s) of the availability of the contract(s).

25.3. 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.

25.4. 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.

25.5. FCPS shall in no event be held liable for any costs or damages incurred by another public body or by the Contractor as a result of any award extended (or not extended) to that public body by the Contractor.
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26. NEWS RELEASE BY VENDORS:

26.1. As a matter of policy, neither FCPS nor the County endorses 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 and FCPS. All proposed news releases will be routed to the Purchasing Agent for review and approval.

27. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

27.1. FCPS 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 FCPS programs, activities and services. FCPS contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any contractual agreement with FCPS must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

27.2. FCPS is committed to a policy of nondiscrimination in all FCPS programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Compliance at 571-423-3050 or email them at equity&compliance@fcps.edu. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

28. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

28.1. Pursuant to Code of Virginia, § 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the Virginia State Corporation Commission (the “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 be eligible to receive an award.

29. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:

29.1. By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor’s employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child.

30. CERTAIN PROHIBITED CONTRACT PROVISIONS:

30.1. By submitting a proposal hereunder, the Offeror acknowledges and agrees that a contract awarded hereunder will in no event contain any obligation or requirement that is inconsistent with the following:

a. No Additional Fees or Costs: The successful Offeror (such Offeror also referred to interchangeably in this RFP as the Contractor) will be entitled to receive: (i) an agreed-upon percentage of civil penalties received from notices of violation/citations issued as part of the Bus Camera Enforcement System; and (ii) fees for Additional Services in accordance with costs for labor rates and parts set forth in the successful Offeror’s proposal. Additional Services “ may be ordered by written directive of FCPS’s Director of Transportation (or designee duly authorized in writing) and consist of and are limited to the following: (i) repairing or replacing all or part of any Camera Enforcement Equipment that becomes damaged or lost during the Contract Term as a result of a vehicle collision or other occurrence for which FCPS in its sole discretion (as between FCPS and the Offeror) has acknowledged financial responsibility in writing (FCPS’s determination in this regard will be final and not subject to dispute or further review) and ; and (ii) moving Camera Enforcement Equipment installed on one bus to another
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bus at the written request of FCPS. No other fees or costs of any type or description will be charged by the successful Offeror or paid by FCPS, including but not limited to, the following:

1. Late fees of any nature, other than interest in the amount of 0.5% per month on approved amounts not paid by FCPS within 30 days after receipt of the Contractor’s invoice;

2. Fees for court appearances or related travel or transportation costs or expenses;

3. Convenience fees for payment of civil penalties by credit or debit card, unless such convenience fees are customary and reasonable under the circumstances, and within any limits prescribed by law;

4. Any other travel, transportation or other related costs of any nature arising from or in connection with the Bus Camera Enforcement System; or

5. Costs or fees arising from or in connection with collection of unpaid civil penalties.

b. **No Indemnification of Contractor.** Neither the County nor FCPS will be obligated to indemnify the Contractor or any officer, director, employee or agent of the Contractor for any loss, cost, or liability of any nature.

c. **No Limitation on Liability.** The resulting contract will not include a limitation on the liability of the Contractor.

d. **No Extension of Insurance Coverage.** FCPS will not include the Contractor as an additional named insured on any policy of insurance provided or maintained by FCPS.

31. **Certain Required Contractual Provisions**

31.1. Any contract entered into as a result of this RFP will set forth or expressly incorporate by reference each of the following provisions:

   a. **Indemnification.**

      1. To the extent permitted by law, the Contractor shall indemnify, save harmless and defend FCPS, the County, and their respective Board members, officers, and employees (collectively, the “Indemnitees”), from and against any claims, losses, damage, costs, or liabilities of any character (including attorneys’ fees and expenses) arising from or relating to the operation of the Bus Camera Enforcement System and/or the performance of the Contractor and/or its subcontractors under this Contract.

      2. FCPS has no obligation to provide legal counsel or defense, or to pay attorney's fees to the Contractor or its subcontractors, in the event that a suit or action of any character is brought by any person not party to the Contract, against the Contractor or its subcontractors as a result of or relating to the operation of the Bus Camera Enforcement System and/or the Contractor's obligations under this Contract.

      3. FCPS has no obligation to pay for any judgments or for the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Bus Camera Enforcement System or the performance of the Contractor's obligations under this Contract.

      4. The Contractor shall immediately notify FCPS of any claim or suit threatened or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Bus Camera Enforcement System and/or the performance of the Contractor's obligations under this Contract. If a claim or suit is threatened
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or filed against one or more Indemnitees regarding any matter resulting from or related to the Bus Camera Enforcement System and/or the performance of the Contractor's obligations under this Contract, then the Contractor will cooperate, assist, and consult with such Indemnitees and their respective legal counsel in the defense or investigation of such suit or action.

5. The Contractor shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other proprietary rights arising from or related to the Bus Camera Enforcement System and/or the performance of the Contractor's obligations under this Contract, and shall indemnify and save the Indemnitees harmless from and against any and all claims, losses, damages, costs, or liabilities, including attorneys’ fees and expenses, arising out of any such claim of infringement.

b. Selected Routes. FCPS may, at its option, consult with the Contractor regarding recommendations regarding bus routes for use of the Bus Camera Enforcement System, but FCPS will in all circumstances maintain full decision-making authority regarding the selection of such bus routes (the “Selected Routes”) and may, in its discretion, opt to alter the Selected Routes at any time and from time to time during the term of this Contract.

c. Selected Buses. FCPS will make all decisions regarding selection of school buses for installation of the Bus Camera Enforcement System (the “Selected Buses”), including the number of Selected Buses. In its discretion and, following notice to the Contractor, FCPS may direct the Contractor to remove camera equipment installed on a school bus and reinstall it on a different bus; provided that the Contractor will be compensated for the removal and new installation as an Additional Service. FCPS intends to assign Selected Buses to Selected Routes on all regular school days, but is under no obligation to do so.

d. Preferential Pricing. The Contractor represents and warrants that the terms (including revenue sharing rates (the “Rates”)) set forth in this Contract are equivalent to or better than the terms (including revenue sharing rates) offered by the Contractor to other customers with respect to similar services and systems. It is agreed that similarity and comparison will be based on essential commercial and economic terms of the engagement including the revenue sharing rates, pricing of parts and labor, and performance characteristics of installed equipment. If the Contractor offers more favorable terms to any existing or future customers during the Term of this Contract (a “Preferential Offer”), the terms of such Preferential Offer will also be made available to FCPS within thirty (30) days from the date of such offer and will relate back to the date of the Preferential Offer. Upon request by FCPS, the Contractor shall provide (no more than once a year) written confirmation of the Contractor’s compliance with this paragraph. In the event that FCPS determines that the Contractor has made a Preferential Offer, then the Contractor will be obligated to reimburse FCPS (and the County, if applicable) for the difference between the amount paid to the Contractor in accordance with the Rates set forth in the Contract from and after the date of the Preferential Offer and the amount that would have been paid upon application of the terms of the Preferential Offer and, thereafter, the terms of the Preferential Offer will apply to all future payments and disbursements made hereunder. Any overpayments to the Contractor arising under this Section will be paid to FCPS within 30 days after the date of FCPS’s written demand or, if not so paid, deducted from amounts then or thereafter due the Contractor. Notwithstanding the foregoing, FCPS reserves all other rights and remedies available to it in the event of a breach of this provision.

e. Confidentiality Obligations.

1. The Contractor will ensure that information collected by the Bus Camera Enforcement System will be limited exclusively to that information that is necessary for the enforcement of the violation of vehicles passing a stopped school bus with its stop arm extended and red lights flashing.
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2. Notwithstanding any other provision of law, the Contractor will ensure that all video, photographs, images, or other personal information collected by the Bus Camera Enforcement System will be used exclusively for enforcing traffic violations of Code of Virginia § 46.2-844, as amended, and shall not:

(i) Be open to the public;

(ii) Be sold or used for sales, solicitation, marketing, or any other purpose;

(iii) Be disclosed to any other person or entity except as may be necessary for the enforcement of a violation, to a vehicle owner operator, as part of a challenge to the violation, or as otherwise required by law.

3. The Contractor will ensure that violations are submitted, after a review by the Contractor, to the Fairfax County Police Department (“FCPD”) for final review. If, after FCPD review, a determination is made that there was no violation or if FCPD determines that there is evidence of a violation, and does not execute a summons for a violation of this section within ten (10) business days, all information collected pertaining to that suspected violation shall be purged by the vendor within two (2) business days of notification by FCPD.

4. If a possible violation is reviewed by the Contractor, and a determination is made that there is no violation and it will not be forwarded to FCPD for review, then the Contractor will ensure that such information shall be purged by the vendor within two (2) business days;

5. Information collected hereunder pertaining to a specific violation will be purged and not retained by the Contractor later than sixty (60) business days after the collection of any civil penalties.

f. Contact with Students.

1. The Contractor certifies that neither its contracting official nor any of the Contractor’s employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child. The Contractor agrees to remove from performing the site of performance of the work any employee, agent or subcontractor who has been determined by FCPS to be disqualified from service due to such convictions or the failure to truthfully report such convictions.

2. The Contractor will immediately notify the Purchasing Agent if any of the Contractor’s employees, agents or subcontractors providing services under this Contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.

3. Due to enhanced security measures, the Contractor’s employees, agents or subcontractors are required to have photo identification and be able to present photo identification upon request. The Contractor’s employees, agents or subcontractors will report to the appropriate administrative and/or main office each time a site is visited. Every one of the Contractor’s employees, agents or subcontractors will be required to wear a company picture ID badge, or temporary name tag issued by FCPS or the County, as the case may be, clearly visible above the waist. The Contractor’s employees, agents or subcontractors who arrive at the FCPS or County site without appropriate identification badges will immediately be dismissed from the job site.
SPECIAL PROVISIONS

4. Failure to comply with the foregoing requirements may result in termination of the Contract.

g. **Section 32 (Termination for Convenience)** of the General Conditions and Instructions to Bidders.

h. **Section 33 (Termination for Cause)** of the General Conditions and Instructions to Bidders.

i. **Section 35 (Subletting of Contract or Assignment of Contract Funds)** of the General Conditions and Instructions to Bidders.

j. **Section 40 (Non-Discrimination)** of the General Conditions and Instructions to Bidders.

k. **Section 66 (Authorization to Conduct Business in the Commonwealth of Virginia)** of the General Conditions and Instructions to Bidders.

l. **Section 73 (Contractual Disputes)** of the General Conditions and Instructions to Bidders.

m. **Section 74 (Legal Action)** of the General Conditions and Instructions to Bidders.

n. **Section 77 (Drug-Free Workplace)** of the General Conditions and Instructions to Bidders.

o. **Section 78 (Venue; Waiver of Jury Trial)** of the General Conditions and Instructions to Bidders.

p. **Section 79 (Immigration Reform and Control Act)** of the General Conditions and Instructions to Bidders.

q. **Section 81 (Non-Discrimination by FCPS)** of the General Conditions and Instructions to Bidders.
COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

2. DEFINITIONS-

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

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

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

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

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

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

COUNTY: County of Fairfax.

FCPS: Fairfax County Public Schools, which is operated by the Fairfax County School Board.

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

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

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

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

PURCHASING AGENT: The Purchasing Agent employed by FCPS.

QUICK QUOTE (QQ): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the $50,000.
REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective Offerors which will indicate the general terms which are sought to be procured from the Offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

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

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

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

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

STATE: Commonwealth of Virginia.

3. BID FORMS

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

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

4. LATE BIDS & MODIFICATIONS OF BIDS-

a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:

   1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or

   2. The bid/modification was sent by mail and it is determined by the Purchasing Agent that the late receipt was due solely to mishandling by FCPS after receipt at the address specified in the solicitation.

b. If an emergency or unanticipated event or closing interrupts or suspends normal FCPS business operations so that bids cannot be received at the FCPS office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal FCPS business operations resume.

c. The official time used for receipt of bids/modifications is the Bid Clerk’s time and date stamp clock located in the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.

d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

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

b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:

1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to FCPS Purchasing Agent in writing.

2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to FCPS Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, FCPS may exercise its right of collection.

c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

f. If FCPS denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS – All bids and proposals submitted in response to an FCPS solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder’s name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by FCPS Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of FCPS. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services FCPS may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of FCPS will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.

14. BID OPENING-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the FCPS’s web site. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
General Conditions and Instructions to Bidders

15. OMISSIONS & DISCREPANCIES - Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

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

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

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

18. TAX EXEMPTION - FCPS is exempt from the payment of any federal excise or any Virginia sales tax and may not be charged any such taxes by the Contractor. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by FCPS. FCPS's Virginia State Sales Tax Exemption Number is 003018644. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by FCPS at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

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

SPECIFICATIONS

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

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

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

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


AWARD

24. AWARD OR REJECTION OF BIDS - Awards made in response to this RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to FCPS taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of
General Conditions and Instructions to Bidders

FCPS. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of FCPS. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

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

a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
d. The quality of performance of previous contracts or services;
e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
g. The quality, availability and adaptability of the goods or services to the particular use required;
h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
i. The number and scope of the conditions attached to the bid;
j. Whether the bidder is in arrears to FCPS on debt or contract or is a defaulter on surety to FCPS or whether the bidder’s County taxes or assessments are delinquent; and
k. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract.

If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

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

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

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

27. PROMPT PAYMENT DISCOUNT-[Not used]

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

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

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

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

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

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-[Not used] Contracts will remain in force for full periods specified and/or until all goods and/or services ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by FCPS for Convenience or Cause.

b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-The Contract may be terminated in whole or in part by FCPS in accordance with this clause whenever the Purchasing Agent shall determine that such a termination is in the best interest of FCPS. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.

In the event of a termination pursuant to Section 32 or 33 of these General Conditions: (a) the Contractor will promptly, and in no event later than 30 days after the effective date of termination, remove all camera system equipment from FCPS buses at no cost to FCPS; (b) the Contractor shall be entitled to receive as full and final compensation the Offeror Share of the Program Revenue through the effective date of termination; and (c) no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

a. If, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to FCPS’s remedies under the contract and all other rights available at law or in equity, FCPS shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying grounds for such termination and the effective date of such termination. In such event, the Contractor shall be entitled to receive compensation in accordance with the second paragraph of Section 32 above, subject to any set off described below. If, after a termination for cause by FCPS hereunder, a court determines that sufficient grounds for termination did not exist, then the termination shall for all purposes be deemed to be a termination for convenience pursuant to Section 32 and the required notice period shall be deemed to have been satisfied.

b. Notwithstanding the above, the Contractor shall not be relieved of liability to FCPS for damages sustained by FCPS by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to FCPS from the Contractor is determined.

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

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

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

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

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

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

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

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

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

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

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

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

DELIVERY PROVISIONS

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

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

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

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

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

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

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

53. WEIGHT CHECKING—[Not used] Deliveries shall be subject to re-weighing over official sealed scales designated by FCPS. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by FCPS.
54. DEMURRAGE AND RE-SPOTTING-[Not used] FCPS will be responsible for demurrage charges only when such charges accrue because of FCPS’s negligence in unloading the materials. FCPS will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by FCPS.

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

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

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

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

BILLING

57. BILLING-[Not used] Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified in the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-[Not used] Unless otherwise specified in the contract, payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. FCPS reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-[Not used] Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

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

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

a. Save FCPS, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.

b. Protect FCPS against latent defective material or workmanship and to repair or replace any damages or marling occasioned in transit or delivery.

c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
**General Conditions and Instructions to Bidders**

- Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of FCPS.
- Protect FCPS from loss or damage to FCPS owned property while it is in the custody of the Contractor.

**62. SERVICE CONTRACT GUARANTY**-Contractor agrees to:

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

**63. INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless FCPS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against FCPS in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against FCPS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

**64. OFFICIALS NOT TO BENEFIT**-

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

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

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

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

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

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

a. Any person or firm suspended or debarred from participation in FCPS procurement shall be notified in writing by the 
Purchasing Agent.

    1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the 
person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the 
Code of Virginia.

    2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the 
person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the 
Code of Virginia.

b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the 
causes stated below:

    1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or 
private contract or subcontract, or in the performance of such contract or subcontract;

    2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of 
records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty 
which currently, seriously, and directly affects responsibility as an FCPS contractor;

    3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

    4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to 
be so serious as to justify suspension or debarment action:

        (a) failure without good cause to perform in accordance with the specifications or within the time limit 
        provided in the contract; or

        (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of 
one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the 
control of the contractor shall not be considered to be a basis for suspension or debarment;

    5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as 
a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior 
reprimands;

    6. The contractor has abandoned performance or been terminated for default on any other FCPS project;

    7. The contractor is in default on any surety bond or written guarantee on which FCPS is an obligee.

c. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in 
accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be 
restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID [Not used]
General Conditions and Instructions to Bidders

a. A decision denying withdrawal of a bid submitted by a bidder or Offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder or Offeror may not institute legal action until all statutory requirements have been met.

b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to FCPS a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NON-RESPONSIBILITY [Not used]

a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular FCPS contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

b. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award for the particular FCPS contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the FCPS contract in question. Where the award has been made and performance has begun, FCPS may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

a. Any bidder or Offeror may protest the award of decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by FCPS, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or Offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or Offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or Offeror is not a responsible bidder or Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinabove provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by FCPS. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of FCPS. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

d. An award need not be delayed for the period allowed a bidder or Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

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

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

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

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

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

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

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

79. IMMIGRATION REFORM AND CONTROL ACT: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

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

81. NON-DISCRIMINATION BY FCPS: FCPS represents and warrants that it does not discriminate against faith-based organizations.
OFFEROR DATA SHEET

NAME OF OFFEROR: ______________________________________________________

ADDRESS: ____________________________________________________________

ADDRESS: ____________________________________________________________

E-MAIL ADDRESS: ______________________________________________________

Names, phone numbers, and e-mail addresses of the service and fiscal representatives (Key Personnel) of the Offeror who would handle this account.

Local Service Representative: _____________________________________________
Telephone Number: ( ) _________________________________________________
E-Mail Address: ________________________________________________________

Fiscal Representative: ___________________________________________________
Telephone Number: ( ) _________________________________________________
E-Mail Address: ________________________________________________________

Payment Address, if different from above:

_____________________________________________________________________

_____________________________________________________________________
VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The Offeror (check one):

☐ is a corporation or other business entity with the following SCC identification number:
________________________________

-OR-

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

-OR-

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

-OR-

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

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

☐
COST PROPOSAL

Program revenue consisting of all civil penalties received in response to notices of violation/citations issued pursuant to the Bus Camera Enforcement System (“Program Revenue”) will be allocated and distributed between the Offeror and FCPS as set forth below:

For Contract Year 1 through Contract Year ___:

Percentage to the Offeror: __________% of Program Revenue (the “Offeror Share”)

Percentage to FCPS: __________% of Program Revenue (the “FCPS Share”)

For Contract Year ___ through Contract Year 5 (including any Renewal Years):

Offeror Share: __________% of Program Revenue

FCPS Share: __________% of Program Revenue

The Offeror hereby acknowledges and agrees that the Offeror Share will constitute full and final compensation for all services and equipment provided in connection with the Bus Camera Enforcement System that is the subject of this RFP, except for Additional Services ordered in writing by FCPS’s Director of Transportation (or designee duly authorized in writing) for: (a) repairing or replacing all or part of any Camera Enforcement Equipment that becomes damaged or lost during the Contract Term as a result of a vehicle collision or other occurrence for which FCPS (as between FCPS and the Offeror) has acknowledged financial responsibility in writing; and (b) moving Camera Enforcement Equipment installed on one bus to another bus at the written request of FCPS.

Documented Cost of Camera Enforcement Equipment (as installed on a single FCPS school bus):

$_______

Price schedule for any and all Additional Services (including parts and labor):

<table>
<thead>
<tr>
<th>SYSTEM PART DESCRIPTION</th>
<th>PART REPLACEMENT COST</th>
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<tbody>
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</table>
## COST PROPOSAL (continued)

<table>
<thead>
<tr>
<th>SYSTEM PART DESCRIPTION</th>
<th>ESTIMATED # OF LABOR HOURS TO REPLACE PART</th>
<th>HOURLY LABOR RATE</th>
<th>TOTAL LABOR COST = EST. # LABOR HOURS x HOURLY LABOR RATE</th>
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<td>18.</td>
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BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

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

- If you currently have a Fairfax County business license, please submit a copy with your proposal.

- Do you have an office in:  
  - Virginia  
    - ☐ Yes  
    - ☐ No  
  - Fairfax County  
    - ☐ Yes  
    - ☐ No

- Date business began/will begin work in Fairfax County

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

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Signature  
Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.
CERTIFICATIONS REGARDING DEBARMENT OR SUSPENSION

The Offeror hereby makes the following certifications to FCPS in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement and Nonprocurement Programs issued by the General Services Administration.

2. “Principals,” for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

3. The Offeror shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The Offeror certifies that neither it nor any of its Principals has been debarred by any state or local governmental body, except:

   ____________________________________________
   ____________________________________________

   [Insert additional pages, if necessary]

5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to FCPS, the Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _________________________________

Signature/Date: _________________________________ / ________________

Company Name: _________________________________

Address: _________________________________

City/State/Zip: _________________________________

SSN or TIN No: _________________________________
Listed Of Local Public Bodies

REFERENCE PARAGRAPH 26.1 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

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

Complete and return this form with your proposal.

__________________________________
Vendor Name
BUSINESS CLASSIFICATION

DEFINITIONS

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

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

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

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box C on line 2.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

<table>
<thead>
<tr>
<th>Line</th>
<th>SMALL BUSINESS</th>
<th>LARGE BUSINESS</th>
<th>OWNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>___ B</td>
<td>___ Y</td>
<td>Regardless of Ownership</td>
</tr>
<tr>
<td>2.</td>
<td>___ C</td>
<td>___ A</td>
<td>Women-Owned</td>
</tr>
<tr>
<td>3.</td>
<td>___ X</td>
<td>___ V</td>
<td>Minority-Owned</td>
</tr>
</tbody>
</table>

NAME OF FIRM: _______________________________________________
SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: ______________________________________________________________

Prime Contractors Name: ____________________________________________________________

Prime Contractor’s Classification: ____________________________________________________

You are required to provide FCPS with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 25.2, Special Provisions). Please complete this form and return it with your submission.

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

<table>
<thead>
<tr>
<th>SUBCONTRACTOR(S) NAME</th>
<th>STREET ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>ANTICIPATED DOLLAR AMOUNT</th>
<th>SERVICE/FUNCTION TO BE PROVIDED</th>
</tr>
</thead>
<tbody>
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Complete and return this form with your proposal.