



**FAIRFAX COUNTY  
PUBLIC SCHOOLS**

**Department of Financial Services**

Office of Procurement Services  
8115 Gatehouse Road, Suite 4400  
Falls Church, Virginia 22042-1203  
Telephone: 571-423-3550

**NOTE:** Fairfax County Public Schools 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 2000001706**

Telecommunications Services: Wireless Digital Voice & Data  
Services, Associated Services/Equipment

**PRE-PROPOSAL CONFERENCE**

An optional pre-proposal conference will be held on September 14, 2015, from 9:00-11:00 AM, at the Fairfax County Public Schools 8115 Gatehouse Road, Conference Room 1600, 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 should be submitted in writing to the contract administrator at [irwise@fcps.edu](mailto:irwise@fcps.edu) prior to the pre-proposal conference or no later than September 9, 2015, at 5:00 P.M. Eastern Time.



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<b>ISSUE DATE:</b> September 3, 2015	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP 2000001706	<b>TITLE:</b> Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/Equipment
<b>DEPARTMENT:</b> Department of Information Technology - Fairfax County Public Schools; and Department of Information Technology - Fairfax County Government	<b>DUE DATE/TIME:</b> October 6, 2015 at 2:00 P.M.	<b>CONTRACT ADMINISTRATOR:</b> Jim Wise 571-423-3593 or <a href="mailto:jrwise@fcps.edu">jrwise@fcps.edu</a>

**Proposals** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

**Note:** Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 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 FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole  
Proprietor)

Prompt Payment Discount:

\_\_\_% for payment within \_\_\_ days/net  
\_\_\_ days

State Corporation Commission (SCC)  
Identification No.

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.**

**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: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which Incorporated: \_\_\_\_\_

\_\_\_\_\_  
Vendor Legally Authorized  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and 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, Suite 4400, Falls Church, VA 22042-1203 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



## **SPECIAL PROVISIONS**

### **1. SCOPE OF SERVICES**

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of wireless digital voice and data services and associated equipment by Fairfax County Public Schools and Fairfax County Government.
- 1.2. This RFP is a combined effort between Fairfax County Public Schools (FCPS) and Fairfax County Government (FCG), which may be referred to as "The County" when both are addressed. There are many shared requirements between the two entities. However, because of the nature of certain job related activities, unique requirements are also defined.
- 1.3. 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.

<b>Milestones</b>	<b>Target Date</b>
<b>RFP Issue Date</b>	<b>September 3, 2015</b>
Pre-Proposal Conference	September 14, 2015
Questions from Offerors Due	September 9, 2015
<b>RFP Closing Date</b>	<b>October 6, 2015</b>

- 1.4. Offerors shall ensure that a representative who can bind the firm is available for both the finalist interviews and negotiations.

### **2. MINIMUM QUALIFICATIONS**

Offerors meeting the following minimum qualifications should submit proposals: (Note: All of the minimum qualifications set forth below must be met in order for a proposal to be considered responsive and receive further consideration.)

- A. The Offeror must have at least five (5) years in the wireless digital voice and data service business providing the services and products offered herein to K-12 school districts and local governments.
- B. The Offeror shall have an existing web-based portal that allows FCPS and FCG to access and service the account (e.g., add, moves and changes of employee information and equipment as well as activation and deactivation of phone numbers).
- C. The Offeror must provide a minimum of three references from K-12 school districts and/or local governments, (at least one from each) preferably from a County and School district of equivalent size to FCPS.
- D. Contractor must be a service provider as defined by the E-rate Program (Ref. Special Provisions, Paragraph 3, E-rate).

### **3. E-RATE:**

Offerors responding to this RFP are advised that FCPS and FCG participate in the Federal Universal Service Fund (E-rate) program governed by the Federal Communications Act of 1996 (Snowe-Rockefeller-Exon-Kerrey Amendment). This program provides FCPS and FCG the opportunity to receive discounts for certain products and services provided by vendors.

#### **3.1. "E-rate" Funding Program**

## **SPECIAL PROVISIONS**

- A. Contractor shall have, at a minimum, a working knowledge of the Universal Service Fund ("USF") program for schools and libraries.
- B. Contractor shall be a service provider as defined by the E-rate Program.
- C. Contractor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with FCPS/FCG E-rate Program to ensure that FCPS/FCG receive all of the E-rate funding for which it has applied and to which it is entitled in connection with Contractor's services and/or products.
- D. Contractor shall submit with its proposal a Service Provider Identification Number ("SPIN").
- E. Contractor shall provide to FCPS/FCG staff and/or FCPS/ FCG's E-rate Consultant in a timely manner, within the posted E-rate deadlines, all of the information and documentation that the Contractor has or that the Contractor reasonably can acquire that FCPS/FCG may need to prepare E-rate applications and/or to document transactions eligible for E-rate support ([www.sl.universalservice.org](http://www.sl.universalservice.org)).
- F. At FCPS/FCG's discretion and consistent with E-rate Program regulations, Contractor either shall (a) apply the approved E-rate discount to all services and/or products approved for funding and invoice the Universal Service Administrative Company for the balance or (b) remit to FCPS/FCG the E-rate discounted amount pursuant to the Billed Entity Application Reimbursement Process or any other reimbursement process in effect.
- G. Contractor shall list, price, and invoice separately any services that are ineligible for E-rate funding.
- H. Contractor must not be currently on red light status by Universal Service Administration Company (USAC) and immediately notify FCPS/ FCG if placed on red light status.
- I. Contractor must not be currently debarred from E-rate participation by the Federal Trade Commission (FCC) and immediately notify FCPS/FCG if such debarment occurs.

### **4. PRE-PROPOSAL CONFERENCE**

- 4.1. An optional pre-proposal conference will be held on September 14, 2015 at 9:00 A.M. Eastern Time in FCPS Gatehouse Administration Center I, Room 1600, 8115 Gatehouse Road, 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](mailto:equity&compliance@fcp.edu). Please allow seven working days in advance of the event to make the necessary arrangements.
- 4.2. The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP in writing to Jim Wise, [jwise@fcps.edu](mailto:jwise@fcps.edu), no later than September 9, 2015 at 5:00 P.M. Eastern Time.

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

- 5.1. This contract will begin on date of award and terminate on June 30, 2021.
- 5.2. Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through FCPS Office of Procurement Services. FCPS reserves the right to renew the contract for five (5) additional one-year periods.
- 5.3. Notice of intent to renew will be given to the Contractor in writing by the Office of Procurement Services, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)
- 5.4. The obligation Fairfax County Public Schools (FCPS) and Fairfax County Government to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are

## **SPECIAL PROVISIONS**

dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

### **6. BACKGROUND**

#### **Fairfax County Public Schools (FCPS)**

- 6.1. FCPS is located in Fairfax County, and is the largest school division in Virginia and the 10<sup>th</sup> largest in the nation by enrollment. There are:
  - 139 elementary schools, 23 middle schools, 3 secondary schools (MS & HS combined), 22 high schools, 2 alternative high schools, 7 special education centers, 16 administrative sites.
  - More than 188,500 K-12 students.
  - More than 24,600 full-time staff; 93.2% are school-based positions.
  - For information about FCPS, visit the website at: <http://www.fcps.edu/>
- 6.2. The school system has approximately 600 active cellular telephones and 2,000 Smartphones devices.
- 6.3. FCPS averages approximately 650,000 minutes of cellular usage per month. There are approximately 1,600 school buses and 200 other vehicles equipped with a wireless GPS device.

#### **Fairfax County Government (FCG)**

- 6.4. Fairfax County Government is headquartered at 12000 Government Center Parkway, Fairfax, Virginia. Fairfax County encompasses approximately 400 square miles and is one of the most densely populated counties in Virginia with more than 1,000,000 citizens and a government workforce of over 12,000 workers located in more than 300 facilities. Fifty-five different agencies provide services to internal and external constituents. For more information about FCG, visit the website at <http://www.fairfaxcounty.gov/>.
- 6.5. The County has an aggressive strategy to promote use of wireless and mobile technology in many of its departments for telework, field operations, mobile job functions, and COOP (Continuity of Operations Plan), to include special requirements of law enforcement and public safety. This includes all types of wireless data devices for seamless integration with a variety of COTS (commercial off-the-shelf) vendor software applications, associated device client application, WEB and "cloud-based" capabilities. Today, the County has approximately 6,600 active cellular telephones and wireless data devices, with usage averaging approximately 800,000 voice minutes per month, and 2,500 wireless cards (expected to increase at least 50 percent over the next 3 years). The predominance of usage is in the County and the local calling area surrounding it (i.e., north to Baltimore MD, east to Annapolis MD, south to Richmond, VA, and west to Winchester, VA). Approximately 85 percent of the total monthly usage occurs during weekday "prime hours" (7 a.m. – 7 p.m.). With strategic initiatives that will expand worker mobility, we expect a minimum growth of 50 percent in use of wireless based capabilities over the next three (3) years.
- 6.6. The data wireless devices include data air cards including GOBE; Blackberries; iPhones; other Smartphones; iPads and other similar Windows based devices connected to the County's BlackBerry Enterprise Server (BES), which is connected to the County's Enterprise e-mail and messaging system, Microsoft Exchange.
- 6.7. Additionally, Fairfax County currently deploys NetMotion for 1700 Public Safety mobile fleet for onboard computer devices to allow a seamless transition to and from commercial wireless networks to the County's 802.11 hot spots without breaking the end users connectivity. NetMotion provides County applications a secure connection via a VPN tunnel and a virtual IP address to communicate with the mobile user for transporting information. The average monthly commercial wireless usage is more than 2000 GB.
- 6.8. Fairfax County Government, Office of Emergency Management, (OEM) and Public Safety (PS) are reliant upon wireless voice and data services to dispatch and restore order of impending situations in order to protect

## **SPECIAL PROVISIONS**

the community. In the event of a catastrophic situation, wireless voice and data services may experience congestion, bandwidth limitations or loss. In the interest of national security and emergency preparedness users, identify restoration priorities for existing telecommunications service within Fairfax County which supports Fairfax County, Office of Emergency Management and Public Safety.

- 6.9. The County has existing contracts with Verizon Wireless, Sprint, and AT&T Mobility for both voice and data services. All current cellular voice numbers will be retained and if necessary, must be ported with minimal disruption to the users. Existing cellular equipment that must be replaced during the conversion process will be exchanged for equipment of equal or superior functionality and feature range.
- 6.10. To accommodate Fairfax County Government service and equipment internal invoicing requirements, billing for this contract must be separable into organizational billing units (sub-accounts) under a master account, with the total negotiated rate applied to all sub-accounts regardless of size or actual minutes or other metric use. Sub-accounts will have their own billing address and account management structure. This may include multiple sub-accounts within a billing unit. The master account must be able to "roll up" subordinate (billing unit) account usage and cost information for all County users.

## **7. TECHNICAL REQUIREMENTS**

### **Fairfax County Public Schools**

#### **7.1. Voice and Data Coverage**

FCPS currently utilizes non-roaming (no long distance charges) national coverage for all wireless voice and data services in the continental United States.

- A. Offeror shall provide detailed information on the voice and data services provided by each of its networks (e.g., LTE, GSM, CDMA, HSPA, voice over IP, etc.).
- B. Offeror shall describe ability to "turn off" data on devices.
- C. Offeror shall describe local, regional and national coverage. With this proposal, provide a map of Washington D.C. Metropolitan area, indicating local calling areas/coverage areas or partner coverage and cell towers (current and future); also include a map of the United States indicating coverage.
- D. Offeror shall provide international coverage, specify what coverage is provided and include optional costs. Offeror shall describe its blocking of international services for voice, data, and text messaging.
- E. Offeror must define geographical areas within the Washington D.C. Metropolitan area that have reception deficiencies and provide technical solutions and methodologies to eliminate or reduce service interruptions.
- F. Offeror shall provide coverage maps to show the extent that current wireless data geographical coverage is different from voice geographical coverage, including the technology used in each coverage area.
- G. Offeror shall identify areas in which it is not licensed to provide service and identify any associated costs to FCPS.

#### **7.2. Wireless Network Strategy**

- A. Offeror shall explain the technological advantages of its wireless network.
- B. Offeror shall describe how the wireless network technology data is enabled and describe Internet applications offered.
- C. Offeror shall provide statistical traffic utilization during peak times of the day in the Washington D.C. Metropolitan area.

## **SPECIAL PROVISIONS**

### **7.3. Wireless Voice and Data Software and Security Requirements**

- A. Offeror must provide technical documentation describing the security of wireless data sent over its networks and any enhancements available.
- B. Offeror must possess the capability to make a direct connection between their wireless data network(s) and FCPS Enterprise Network and detail the initial and on-going costs associated with such service.
- C. Offeror must provide a process map for supporting application development and deployment in their wireless environment, either internally or through third-party developers.
- D. Offeror must describe what operating systems and programming languages (current, legacy and future) their data devices support.
- E. Offeror must describe their protocol for security breach notifications and containment.

### **7.4. Wireless Voice and Data Service Features**

Pricing for the features below shall be set forth in Appendix C, Pricing Summary Sheet. Offeror shall describe its service offering for the following features:

- Text messaging
- Hotspot
- MiFi
- Aircards
- Push to Talk capability
- GPS Navigation
- GPS Tracking

### **7.5. Web-based Portal/Web Catalog**

FCPS currently has a centralized process to manage the activation, purchase, and billing of voice and data wireless devices.

- A. Offeror shall describe their ability to provide a web-based management portal to allow authorized FCPS representatives to activate, modify, or disconnect services, in real time. FCPS must be able to activate, modify, move/transfer, suspend or disconnect a phone number to or from SIM card and devices.
- B. Offeror must provide FCPS with a web-based management portal/web catalog for accessing equipment, service and billing information. This site must accommodate both master account level and billing unit level management of all services, including the production of standard and ad-hoc reports such as detailed call, texting and data records by phone number.
- C. Offeror shall submit solutions to manage a non-centralized procedure should FCPS require this in the future. FCPS currently has a centralized management system to manage the activation, purchase, and billing of voice and data wireless devices. At FCPS's option, the parties may mutually agree to a non-centralized site managed solution.
- D. Offeror shall describe percentage discount pricing on equipment and accessories available through the portal.
- E. Contractor's web portal must provide current information, to include pricing, on equipment and services available under this contract and have the capability to accept electronic orders from authorized individuals. FCPS will supply and maintain a limited roster of personnel authorized to make use of this service.
- F. FCPS reserves the right to limit the equipment available on the Portal/Web Catalog that may be ordered by authorized personnel.

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### **Fairfax County Government (FCG)**

#### **7.6. Voice and Data Coverage**

FCG currently utilizes non-roaming (no long distance charges) national coverage for all wireless voice and data services in the continental United States.

- A. Offeror shall provide detailed information on the voice and data services provided by each of its networks (e.g., LTE, GSM, CDMA, HSPA, voice over IP, etc.).

Offeror shall describe ability to “turn off” data on devices.

- B. Describe your firm’s local, regional and national coverage. With this proposal, provide a map of the County, indicating local calling areas/coverage areas or partner coverage and cell towers (current and future); also include a map of the United States indicating coverage. The coverage maps for Fairfax County shall include color coded shaded areas that depict areas where coverage is predicted in outdoor areas only, within buildings with up to 20 dB of building penetration loss, and within buildings with up to 35 dB of penetration loss. These coverage maps will continuously be provided throughout the life of the contract following any updates to the Offeror’s system, and in no case less than semi-annually.
- C. Offeror must define geographical areas within the County that have reception deficiencies and provide their technical solutions and methodologies to eliminate or reduce service interruptions.
- D. Offeror must provide coverage maps to show the extent that current wireless data geographical coverage is different from voice geographical coverage.
- E. Offeror shall identify licensed territory. For those areas that your company is not licensed to provide service, how do you propose providing FCG service and what are the associated costs to FCG? Fairfax County will be notified within 30 days of any changes to the Successful Offeror(s) licensed territory.
- F. Explain at what point roaming or long distance charges are incurred and provide cost information.
- G. The most consistent coverage of the County is desired including dependability of receiving dial tone during peak times. Explain how your firm is/would addressing these concerns.
- H. The County requires a service priority option on the successful Offeror(s) network for public safety wireless devices.
- I. Offeror shall provide international coverage, specify what coverage is provided and include optional costs. Offeror shall describe its blocking of international services for voice, data, and text messaging.

#### **7.7. Wireless Network Strategy**

- A. Offeror shall explain the technological advantages of its wireless network.
- B. Offeror shall describe how the wireless network technology data is enabled and describe Internet applications offered.
- C. Offeror shall provide statistical traffic utilization during peak times of the day in the Washington D.C. Metropolitan area, including information about the percentage of calls that are blocked as a result of network congestion or saturation.
- D. Offeror shall describe its technology to enable Wireless Priority Services (WPS) and Government Emergency Telecommunications Services and/or future developments which supports national leadership; Federal, State, local, tribal and territorial governments; and other authorized national security and emergency preparedness (NS/EP) users. Pricing for WPS shall be set forth in Appendix C, Pricing Summary Sheet. If the WPS roadmap is considered proprietary to the vendor, then the County is willing to sign a Non-Disclosure Agreement (NDA), to permit an understanding of the vendor’s direction in this



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regard.

### **7.8. Wireless Voice and Data Software and Security Requirements**

- A. Explain network-network roaming continuity and security for data protection in your firm's network.
- B. Provide technical documentation describing the security of wireless data sent over your firm's networks and any enhancements available.
- C. Describe your firm's available Internet applications.
- D. Please briefly explain how your firms' network is protected in the event of a disaster.
- E. During a significant event such as a natural disaster, select County representatives must have prioritized voice wireless service for critical decision-making, communications, and public safety. How can your firm provide this priority to select emergency officials over non-emergency calls by citizens? For example, during a hurricane evacuation? Please describe your solution, priority, and the process that will be followed.

### **7.9. Wireless Voice and Data Service Features**

Offeror shall provide pricing for unlimited pooled voice minutes and unlimited data usage monthly plans. Additionally, Offeror shall describe its service offering for the following features in Appendix C Pricing Summary Sheet:

- Text messaging
- Hotspot
- MiFi
- Air Cards
- Push to Talk capability
- GPS Navigation
- GPS Tracking

### **7.10. Web-based Portal/Web Catalog**

FCG currently has a centralized process to manage the activation and purchase, and a decentralized billing of voice and data wireless devices.

- A. Offeror shall describe their ability to provide a web-based management portal to allow authorized FCG representatives to activate, modify, or disconnect services, in real time. FCG must be able to activate, modify, move/transfer, suspend or disconnect a phone number to or from SIM card and devices.
- B. Offeror shall provide up to sixty FCG employees with a web-based portal for accessing billing and usage information. This site must allow the production of standard and ad-hoc monthly billing reports such as detailed call, texting and data records by phone number.
- C. Offeror's website must provide current information on equipment and services available under this contract and have the capability to accept electronic orders from County authorized individuals. The County will supply and maintain a roster of County personnel authorized to make use of this service.
- D. Offeror shall describe percentage discount pricing on equipment and accessories available through the portal.
- E. Master account level management capabilities must include the ability to aggregate all service and device information across all sub-accounts for reporting and analysis purposes.
- F. The County reserves the right to limit the equipment available on the Portal/Web Catalog that may be ordered by County authorized personnel.

### **7.11. Wireless Data Requirements**

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- A. Offeror must propose wireless data (internet, email, paging and application specific) service scenarios that pool data usage across devices and that provide both low (3-5MB) and high (unlimited) monthly data plans for users outside a pooled plan.
- B. The County desires as part of this award the ability to expand the use of Smartphone, iPad, Tablets, Blackberry's, and other PDAs, as well as wireless air cards for remote connectivity to our network and Internet access. Please provide details of solution offerings, pricing structure of access and equipment, performance, and future advancements in technology with this area.
- C. Describe the capability to make a direct connection between your firms wireless data network(s) and the County Enterprise Network and detail the initial and on-going costs associated with such service.
- D. Provide a process map for supporting application development and deployment in your firms wireless environment, either internally or through third-party developers.
- E. Describe what operating systems and programming languages (current, legacy and future) your firms data devices support.
- F. Provide historical availability statistics which cover the past two service years – statistic provided should (ideally) include a client device to radio tower component and network component (RNC to network core).
- G. Provide a detailed service level document which highlights expected service availability, Service Provider (SP) trouble response windows, and recourse in the event service levels are not met; Service levels should include anticipated Internet availability rate, average expected bandwidth (inbound/outbound), and average latency in milliseconds.
- H. Provide a description of trouble/help desk support model; matrix/flowchart which details how trouble reports should be reported by customer and escalated by Service Provider (SP).
- I. Provide network design schematics which highlight the data path between end client devices and the IP network core, including an illustration of network failover; schematics to include tower/radio locations (and physical/electrical design & hardening); RNC boundaries, and upstream network component locations and interconnectivity; all network components which are required for end client Internet connectivity.
- J. Provide a description of redundancy mechanisms at each layer of the wireless network to include all network infrastructure components, including (but not limited to) tower (RF) coverage maps, RNC failover, SGSN failover, GGSN failover, DNS and/or device provisioning mechanism, ATM switched infrastructure, IP routing/switching components; and where applicable, include IP routing protocols or methods.
- K. Describe your firms methods of network management, reporting, and failure alerting and proactive end-to-end (sample client device/probe to Internet) failure detection mechanisms.
- L. Provide list of SP pre-approved client end devices; implicit assumptions for client end-devices to include top percentile availability rates, full NDIS support (Ethernet device-like, pre-Windows login network connection) without a visible software manager display, 4G capable or better; where related to data modem electronics, the availability of internal hardware is desirable.
- M. Describe upgrade options and/or pathways to 5G or newer networks; if applicable, network design schematics and redundancy topologies as previously described.
- N. Provide a full description of Quality of Service (QoS) mechanisms and/or options; to include traditional QoS considerations (traffic prioritization, minimized jitter/delay, etc.) as well as private networking options, design, and security.
- O. Describe if there is load balancing between data and voice traffic, what are the methods and metrics utilized to perform traffic load balancing.

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- P. Describe the procedures for providing additional voice and data availability in the event of a declared emergency; what are the resources that are immediately available to meet emergency demands for additional coverage and capacity; quantities of each resource type and estimated deployment timeline from approval to operation.

### **7.12. Technical Services**

- A. Provide a description of your firms' commercial wireless services and the technology used; what percentage of your covered territory uses these technologies?
- B. Describe your firms' method for handling calls when a caller is moving from an analog to digital network.
- C. What services or products does your firm offer to promote driving safety while using a cellular phone?
- D. Does your firm offer discounts on equipment to assist Fairfax County Government in the management of equipment implementation costs? Please detail.
- E. Does your firm's network/product support a Push-to-Talk feature? If so, please explain the benefits and limitations of this technology, including coverage, privacy, clarity, and equipment cost.
- F. Does your firm provide a priority service option? Please describe and any differential in pricing.

## **8. FUNCTIONAL REQUIREMENT**

### **Fairfax County Public Schools**

Offerors shall describe their ability to meet the minimum functionality described below:

#### **8.1. Service Conversion**

- A. Offeror shall describe the step-by-step process that must be followed to effect number portability. FCPS will provide list by number and carrier for each existing wireless telephone number that needs to remain the same. FCPS will provide a list of current telephone numbers for purposes of conversion.
- B. Offeror shall describe a project plan, with procedures to be followed, for a service conversion once the contract is awarded. This plan must include how numbers will be ported when required from one vendor to another. This plan must be prepared by the Offeror and approved by FCPS.
- C. Conversion shall be complete within 60 days of service initiation.
- D. At FCPS' option, and at the FCPS' request, Offerors' may be asked to immediately provide FCPS five (5) activated devices/phones each, for a two-week test of devices/phones during the RFP evaluation process (prior to contract award). In addition, through the term of the awarded contract(s), and at the option of the County, when new devices are marketed, the Successful Offeror(s) shall provide FCPS five (5) activated devices/phones each for a two-week test period. These groups of devices will represent the Successful Offerors' current product offerings at the time they are requested by the County and cover the services desired in all service tiers. Activation, deactivation, and all delivery charges are to be the responsibility of the vendor and shall not be paid for by FCPS. The devices/phone features will include, at minimum the following:
  - 1. Text messaging – The ability to receive text messages directly to the digital display. The device must support the ability to send text messages via a web browser or SMA to other digital phones. If the device is turned off, the service should attempt to deliver the message for up to 5 days.

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2. Voicemail – voicemail capability when a device is powered off, out of range or on another call. Voicemail service must allow for the creation of personalized greetings and store messages for a minimum of 21 days.

### **8.2. Customer Service**

- A. The Successful Offerors are required to provide an escalation list (management chain) to FCPS within five (5) business days of contract award. During the life of the contract should this list change, the Successful Offeror(s) are required to provide FCPS an updated escalation list within five (5) business days of such change.
- B. The County requires assignment of a dedicated account representative responsible for the contract. Dependent on the Successful Offeror's business structure this may result in one representative for state/local government and one for K-12. Each Offeror will provide information as to how the account representative structure will be assigned to support each of the above elements.
- C. Offeror shall describe firm's process and ability to keep customers abreast of new products, changes in technology, advanced specification documentation and other market information such as discontinuation, change of process, and manufacturer's roadmaps that might affect acquisition and replacement decisions.
- D. Offeror shall describe any new products or enhancements that are foreseen within the next twelve months.
- E. Offeror shall provide service to monitor and safeguard wireless lines against fraudulent usage. In the event fraudulent usage occurs, Offeror shall notify FCPS promptly and take immediate action to discontinue fraudulent usage. Client will not be responsible for charges due to the fraudulent usage.

### **8.3. Training**

Offeror shall describe its technical device training programs both for in-house technical staff and end users. If other training is available, provide details on that as well.

### **8.4. Device Warranty (Replacements)**

- A. Offeror shall provide a description of firm's process and experience with providing device service and repairs for warranty and non-warranty support, including time frames.
- B. Offeror shall provide a description of how your firm would handle a widespread device defect (20 or more devices with the same defect), such as defective batteries.
- C. Offeror shall describe its warranties or insurance for each device, including any associated costs, if any.
- D. Offeror shall describe its processes for the replacement or exchange of a lost, stolen, broken or DOA (dead on arrival) device to include the response time upon receipt of notification and any associated cost. FCPS expects all devices to be shipped with SIM cards included.
- E. Offeror shall provide replacement costs for a non-warranty device as set forth in Appendix C, Pricing Summary Sheet.

### **8.5. Voice and Data Wireless Device Management**

- A. Shelf stock must be maintained at an inventory of 1% or higher per device type and shall be provided at no cost to FCPS. Contractor will provide FCPS unassigned SIM chips at no charge as requested.
- B. FCPS expects all devices that use a Subscriber Identity Module (SIM) be shipped with cards included at no charge.

## **SPECIAL PROVISIONS**

- C. Offeror shall describe process for moving data (contact names) from the vendor's network to a wireless device and/or from one wireless device to another wireless device. This must be done at no cost to the customer.
- D. Maintenance: Offeror shall provide a description of its process and experience in providing device maintenance (e.g., software upgrades or service packs), including time frames.
- E. Logistical Support: Offeror shall describe its process and experience in handling roll-out of large quantities (over 50 devices) at one or more locations, including delivery time and scheduling procedures, mass storage, order tracking, delivery of devices including complete components (e.g., accessories and software), and DOA/damaged/missing equipment.
- F. Asset Management: Offeror shall describe company's asset management and device tracking capabilities. Describe company's ability to provide this service and FCPS' ability to access this information directly.
- G. Service restoration: Describe your firm's SLA for restoration of service outages.

Offeror shall describe their ability to provide a Mobile Device Management solution (MDM) and/or Mobile Enterprise Applications Platform (MEAP) solution.

### **8.6. Pricing Plans**

Offeror shall submit proposed voice and data service plans, associated equipment, technical specifications and pricing to FCPS (Ref: Appendix C, Pricing Summary Sheet, and Special Provisions, Paragraph 13, Cost Proposal Instructions).

- A. Offeror's service shall include a pooled voice/unlimited data and text monthly plan rate and an unlimited voice/data/text monthly plan rate for Smartphones as well as a pooled voice/unlimited text monthly plan rate and an unlimited voice/ text monthly plan rate for voice only devices.
- B. Offeror shall provide pricing for add-on, limited use international services to include voice, data and text, as well as features listed in Special Provisions Paragraph 7.4.
- C. Offeror shall identify, at least one no cost Smartphone device and two voice only devices, one standard and one rugged.
- D. Offeror should provide details of solution offerings, pricing of access and equipment, speed and future advancements in technology with expanded use of Smartphones, tablets, hotspots, modems and wireless air cards for remote connectivity to FCPS network and to provide Internet access.
- E. Product Incentives/Credits: Describe your firm's product credit, and/or volume discount if any.

### **Fairfax County Government (FCG)**

Offerors shall describe their ability to meet the minimum functionality described below:

### **8.7. Service Conversion**

- A. Offeror shall describe the step-by-step process that must be followed to effect number portability. FCG will provide lists by number and carrier for each existing wireless telephone number that needs to remain the same. FCG will provide a list of current telephone numbers for purposes of conversion.
- B. Offeror shall describe a project plan, with procedures to be followed, for a service conversion once the contract is awarded. This plan must include how numbers will be ported when required from one vendor to another. This plan must be prepared by the Offeror and approved by FCG.
- C. Conversion shall be complete within 60 days of service initiation.

## **SPECIAL PROVISIONS**

- D. At the County's option, and at the County's request, Offerors' may be asked to immediately provide FCG five (5) activated devices/phones each, for a two-week test of devices/phones during the RFP evaluation process (prior to contract award). In addition, through the term of the awarded contract(s), and at the option of the County, when new devices/phones are marketed, the Successful Offeror(s) shall provide FCG five (5) activated devices/phones each for a two-week test period. These groups of devices/phones will represent the Successful Offeror(s) current product offerings at the time they are requested by the County and cover the services desired in all service tiers. Activation, deactivation, and all delivery charges are to be the responsibility of the vendor and shall not be paid for by FCG. The devices/phone features will include, at minimum the following:

1. Text messaging – The ability to receive text messages directly to the digital display. The device must support the ability to send text messages via a web browser or SMA to other digital phones. If the device is turned off, the service should attempt to deliver the message for up to 5 days.
2. Numeric paging – The ability to receive numeric pages directly to the display. If the device is turned off, the system should attempt to deliver the message for up to 5 days.
3. Voicemail – voicemail capability when a device is powered off, out of range or on another call. Voicemail service must allow for the creation of personalized greetings and store messages for a minimum of 21 days.

### **8.8. Customer Service**

- A. The Successful Offeror(s) are required to provide an escalation list (management chain) to FCG within five (5) business days of contract award. During the life of the contract should this list change, the Successful Offeror(s) are required to provide FCG an updated escalation list within five (5) business days of such change.
- B. The County requires assignment of a dedicated account representative responsible for the contract. Dependent on the Successful Offeror's business structure this may result in one representative for state/local government and one for K-12. Each Offeror will provide information as to how the account representative structure will be assigned to support each of the above elements.
- C. Offeror shall describe firm's process and ability to keep customers abreast of new products, changes in technology, advanced specification documentation and other market information such as discontinuation, change of process, and manufacturer's roadmaps that might affect acquisition and replacement decisions.
- D. Offeror shall describe any new products or enhancements that are foreseen within the next twelve months.
- E. Offeror shall provide service to monitor and safeguard wireless lines against fraudulent usage. In the event fraudulent usage occurs, Offeror shall notify FCG promptly and take immediate action to discontinue fraudulent usage. Client will not be responsible for charges due to the fraudulent usage.

### **8.9. Training**

- A. Describe your firm's technical training programs for devices, both for in-house technical staff and end users. If other training is available, provide details on that as well.

### **8.10. Device Warranty (Replacements)**

- A. Offeror shall provide a description of firm's process and experience with providing device service and repairs for warranty and non-warranty support, including time frames.
- B. Offeror shall provide a description of how your firm would handle a widespread device defect (20 or more devices with the same defect), such as defective batteries.
- C. Offeror shall describe its warranties or insurance for each device, including any associated costs, if any.

## **SPECIAL PROVISIONS**

- D. Offeror shall describe its processes for the replacement or exchange of a lost, stolen, broken or DOA (dead on arrival) device to include the response time upon receipt of notification and any associated cost. FCG expects all devices to be shipped with SIM cards included.
- E. Offeror shall provide replacement costs for a non-warranty device as set forth in Appendix C, Pricing Summary Sheet.
- F. Contractor shall provide for upgrade of a Product when the Product has been in service for one (1) year at the contract price to the County and shall provide for the upgrade of a Product when the Product has been in service for two (2) years, at no cost to the County. The replacement or upgrade will be at the County's discretion.

### **8.11. Voice and Data Wireless Device Management**

- A. Offeror will provide FCG shelf stock inventory, equal to at least one (1) percent of active devices, to be used for replacements (e.g., upgrade or exchange of a lost, stolen, broken or DOA device) with no phone number and no monthly service fee applied until the device is activated.
- B. FCG expects all devices that use a Subscriber Identity Module (SIM) be shipped with cards included at no charge.
- C. Offeror shall describe process for moving data (contact names) from the vendor's network to a wireless device and/or from one wireless device to another wireless device. This must be done at no cost to the customer.
- D. Maintenance: Offeror shall provide a description of its process and experience in providing device maintenance (e.g., software upgrades or service packs), including time frames.
- E. Logistical Support: Offeror shall describe its process and experience in handling roll-out of large quantities (over 50 devices) at one or more locations., including delivery time and scheduling procedures, mass storage, order tracking, delivery of devices including complete components (e.g., accessories and software), and DOA/damaged/missing equipment).
- F. Asset Management: Offeror shall describe company's asset management and device tracking capabilities. Describe company's ability to provide this service and FCG ability to access this information directly.
- G. Service restoration: Describe your firms SLA for restoration of service outages.
- H. Offeror shall describe their ability to provide a Mobile Device Management solution (MDM) and/or Mobile Enterprise Applications Platform (MEAP) solution.

### **8.12. Pricing Plans**

Qualified Offerors are encouraged to submit a proposal for providing the County with the most cost effective, fluid, and technologically advanced wireless service and equipment for both voice and data. Voice and data devices must be converged and support RIM Blackberry email service. Under this solicitation, the County desires a pricing plan that is based on the total volume experience as described (1.3 million minutes of usage (MOU) (FCG and FCPS)) with the ability to establish sub-accounts by agencies for direct billing.

- A. Offeror's services shall include unlimited/pooled voice minutes and unlimited data usage monthly plans.

## **9. VALUED-ADDED SERVICES (this will not be part of the overall evaluation)**

**Fairfax County Public Schools & Fairfax County Government:**

### **9.1. Employee / Student Purchase Program**

## **SPECIAL PROVISIONS**

Describe your firm's process and experience with purchase and support for equipment bought under an employee or student purchase program where such purchases are directly between the Vendor and purchaser.

### 9.2. **In-Building Coverage**

Offeror shall provide information for in-building coverage solution for facilities less than 50,000 square feet and /or new construction and renovations.

## **10. TASKS TO BE PERFORMED**

### **Fairfax County Public Schools (FCPS)**

Contractor will be responsible for completing the tasks outlined below from contract award through contract completion for both the technical and functional requirements.

#### 10.1. **Service Conversion** (Reference Paragraph 8.1 Functional Requirements)

- A. Within 60 days of contract award Contractor agrees to port all current wireless telephone numbers with minimal disruption to the users.
- B. FCPS will not pay activation/termination or programming fees for new subscribers/activations, conversion of existing units to Contractor, or for the transfer of an existing number between devices. FCPS does not guarantee any minimum term for existing or new individual subscriber service activations.
- C. FCPS will retain existing wireless telephone numbers and (where possible) existing wireless devices.
- D. The Contractor must assign a Project Manager to schedule account conversions. A project plan, with procedures to be followed, for the conversion must be prepared by the Contractor and approved by FCPS. This plan must include how numbers will be ported when required from one vendor to another. The Project Manager shall provide a designated FCPS representative weekly updates on the conversion progress.
- E. FCPS staff members must have a phone capable of making an outgoing call and reaching 911 at all times during the conversion process.
- F. Existing wireless devices which must be replaced during the conversion process will be exchanged for equipment of equal or superior functionality and feature set.

#### 10.2. **Billing**

- A. FCPS must have one master account with Contractor. At FCPS' option, the parties may mutually agree to a non-centralized billing system should FCPS billing process change in the future.
- B. Contractor will set billing invoice period as requested by FCPS.
- C. Contractor's service must include pooled voice minutes and unlimited data usage monthly plans; unlimited voice/unlimited data/unlimited text plans; special add-on features such as international and those described in Paragraph 7.4.
- D. FCPS will not pay any early termination fees.
- E. Contractor must provide FCPS with a web-based portal for accessing billing and usage information. This site must allow the production of standard and ad-hoc monthly billing reports such as detailed call, texting and data records by phone number.
- F. Contractor must provide monthly billing and usage data through its web portal or via CD-ROM. Data shall be in an electronic format which can be imported into a third-party cellular device tracking tool.
- G. Contractor must designate one billing point of contact for FCPS.



## **SPECIAL PROVISIONS**

- H. Contractor must notify main FCPS POC of any FCPS office attempting to establish a new account. All new accounts must fall under FCPS main account.
- I. Contractor must review monthly billing and notify FCPS POC of any anomalies in usage, i.e., high data-usage of a non-data device, billing glitches, features disappearing from account profile, etc.
- J. Contractor must provide immediate notifications to FCPS POC of high data usage, roaming, or international usage not on a designated plan.
- K. Contractor will notify its account team (account manager, sales representative, sales manager, service manager) when issues are identified in order to support FCPS personnel.
- L. Equipment, devices, and services may only be updated or added to account by authorized FCPS personnel.
- M. The parties agree to work in good faith to resolve disputed amounts on invoices within sixty (60) days of notification by FCPS. FCPS will not pay late charges on disputed invoices.
- N. FCPS will not be liable for charges which are not invoiced within twelve (12) months of the date the service was provided. FCPS must bring claims or disputes for any charge or invoice within twelve (12) months of the date of the invoice.

### **10.3. Contractor Support to All Services and Devices**

- A. Contractor must provide FCPS a designated point of contact for billing, service, and technical issues. Contractor will also provide escalation and SLA process including contact names for billing, service and technical issues.
- B. The Contractor's staff must be available to FCPS staff between 7:30 A.M. and 5:00 P.M. Eastern Time, Monday through Friday.
- C. Contractor and FCPS must meet monthly or as mutually agreed upon.
- D. Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The Contractor shall submit quality control reports to the wireless Program Manager identified in the final contract not later than June 1 of each contract year.
- E. An identified toll free support number, manned 24 hours a day, must be available to be used by FCPS. This number will be used by FCPS staff for notification of service problems involving single and multiple units.
- F. Contractor must provide the designated FCPS point of contact with the status on reported problems within two hours.
- G. Contractor will support FCPS in identifying billing issues that fall out of the normal range of usage. Contractor, wherever possible, will have safeguards in place to protect the account from unauthorized usage or ordering.
- H. Contractor will provide blocking of international services to include roaming for voice, data, and text messaging.
- I. Offeror will provide service to monitor and safeguard lines against fraudulent usage. In the event fraudulent usage occurs, offeror will notify FCPS promptly and take immediate action to disconnect the line. FCPS will not be liable for any associated charges or fees.
- J. When requested, Contractor will providing usage reporting for any product on the account to FCPS in a timely manner not to exceed two business days.

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- K. FCPS employees or other individuals are not permitted to use the Contractors' local service centers for repair or service of FCPS owned wireless devices. FCPS will not be responsible for any charges or fees incurred. All repairs and replacements must go through the authorized FCPS representative.
- L. Network problems that disrupt the ability to make or receive calls or to transmit data in any portion of the local calling area shall be reported to the FCPS designee within thirty (30) minutes of the occurrence. Advance notice of planned outages or major service disruptions due to preventive maintenance, network upgrades, etc., shall be provided to the FCPS designee at least three (3) business days prior to the scheduled occurrence.

### **10.4. Inventory**

- A. Contractor will provide FCPS shelf stock inventory, equal to at least one (1%) percent of active devices, to be used for replacements (e.g., upgrade or exchange of a lost, stolen, broken or DOA device) with no phone number and no monthly service fee applied until the device is activated. FCPS expects all devices to be shipped with Subscriber Identity Module (SIM) cards included. Pricing for on-site inventory shall be set forth in Appendix C, Pricing Summary Sheet). Contractor shall provide for upgrade of a device when the device has been in service for one (1) year. Upgrade will be the current contracted no-cost device
- B. Describe your firms' ability to take-back prior equipment issued by your firm or credit against newer replacements. If this capability exists, then FCPS will require capability to "wipe" all information from returned devices, or the Successful Offerors will certify in writing that all FCPS data has been removed ("wiped") from these devices. (Reference Special Provisions, Paragraph 42. County "GREEN POLICIES")

### **10.5. Voice and Data Wireless Device Management** (Reference Paragraph 8.5 Functional Requirements)

- A. Device Upgrade. At FCPS' request, Contractor shall provide a no cost upgrade or replacement of same model or newer when the device has been in service for a minimum of one (1) year.
- B. FCPS' employees or other individuals are not permitted to use Contractor service centers for repair or service of FCPS wireless devices. FCPS will not be responsible for any charges or fees incurred. All repairs and replacements must go through the authorized FCPS' representative. Contractor shall have protocols in place to only allow authorized personnel access to account.
- C. Shelf stock must be maintained at an inventory of 1% or higher per device type and shall be provided at no cost to FCPS. Contractor will provide FCPS unassigned SIM chips at no charge as requested.
- D. Delivery: FCPS expects overnight delivery of all equipment after receipt of order. Delivery shall be made at no cost to FCPS.
- E. Contractor(s) must provide the customer the ability to move data (contact names) from the vendor's network to a wireless device and/or from one wireless device to another wireless device. This must be done at no cost to the customer.
- F. Unlocking Products: Upon request at the expiration of the Contract or termination of a specific order, Contractor shall "unlock" products by removing or deactivating Contractor-specific access or identification codes that would prevent the use of the product on other wireless networks to the extent possible by the Contractor.
- G. Activating Third Party Devices: Contractor will activate handsets, wireless data cards and other wireless communication devices that are technically compatible with and operable on its network, regardless of whether the devices were purchased from Contractor.
- H. Network problems that disrupt the ability to make or receive calls or to transmit data in any portion of the Local Calling Area shall be reported to the Department of Information Technology, Telecommunications Manager and/or designee within 30 minutes of the occurrence. Advance notice of planned outages or major service disruptions due to preventive maintenance, network upgrades, etc.,

## **SPECIAL PROVISIONS**

shall be provided to the Voice Communications Section Manager and/or designee at least three (3) business days prior to the scheduled occurrence.

- I. The Successful Contractor is required to provide to the County quarterly performance metrics on their firms' network performance representing overall reliability and experience on dropped calls.

### **Fairfax County Government (FCG)**

Contractor will be responsible for completing the tasks outlined below from contract award through contract completion for both the technical and functional requirements.

#### **10.6. Service Conversion** (Reference Paragraph 8.7, Functional Requirements)

- A. Within 60 days of contract award Contractor agrees to port all current wireless telephone numbers with minimal disruption to the users.
- B. FCG will not pay activation/termination or programming fees for new subscribers/activations, conversion of existing units to Contractor, or for the transfer of an existing number between devices. FCG does not guarantee any minimum term for existing or new individual subscriber service activations.
- C. The County will retain existing wireless telephone numbers and (where possible) existing hardware.
- D. The Contractor must assign a Project Manager to schedule account conversions. A project plan, with procedures to be followed, for the conversion must be prepared by the Offeror(s) and approved by FCG. This plan must include how numbers will be ported when required from one vendor to another. The Project Manager shall provide a designated FCG representative weekly updates on the conversion progress.
- E. County staff members must have a phone capable of making an outgoing call and reaching 911 at all times during the conversion process.
- F. Existing wireless devices which must be replaced during the conversion process will be exchanged for equipment of equal or superior functionality and feature set.
- G. Fairfax may attach the Successful Offeror(s) gateways to our PBX (AVAYA) which will save in-building airtime minutes. Long term the County desires this service integration to extend through the County's private voice network to County facilities served by this network.

#### **10.7. Billing**

- A. FCG must have one master account and summary accounts for each agency. Summary accounts will be invoiced to each agency directly. Sub-accounts will have their own billing address and account management structure. This may include multiple sub-accounts within a billing unit.
- B. Contractor's service must include unlimited voice/unlimited data/unlimited text plans; special add-on features such as international and those described in paragraph 7.9.
- C. FCG will not pay any early termination fees.
- D. Contractor must provide FCG with a web-based portal for accessing billing and usage information. This site must allow the production of standard and ad-hoc monthly billing reports such as detailed call, texting and data records by phone number.
- E. Contractor must provide monthly billing and usage data through its web portal or via CD-ROM. Data shall be in an electronic format which can be imported into a third-party cellular device tracking tool.
- F. Contractor must designate one billing point of contact for FCG

## **SPECIAL PROVISIONS**

- G. Equipment, devices, and services may only be updated or added to account by authorized FCG personnel.
- H. The parties agree to work in good faith to resolve disputed amounts on invoices within sixty (60) days of notification by FCG. FCG will not pay late charges on disputed invoices.
- I. FCG will not be liable for charges which are not invoiced within twelve (12) months of the date the service was provided. FCG must bring claims or disputes for any charge or invoice within twelve (12) months of the date of the invoice.

### **10.8. Contractor Support to All Services and Devices**

- A. Contractor must provide FCG a designated point of contact for billing, service, and technical issues. Contractor will also provide escalation and SLA process including contact names for billing, service and technical issues.
- B. Contractor's staff must be available to FCG staff between 7:30 A.M. and 5:00 P.M. Eastern Time, Monday through Friday.
- C. Contractor and FCG must meet monthly or as mutually agreed upon.
- D. Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The Contractor shall submit quality control reports to the wireless Program Manager identified in the final contract not later than June 1 of each contract year.
- E. An identified toll free support number, manned 24 hours a day, must be available to be used by FCG. This number will be used by FCG staff for notification of service problems involving single and multiple units.
- F. Contractor must provide the designated FCG point of contact with the status on reported problems within two hours.
- G. When requested, Contractor will provide usage reporting for any product on the account to FCG in a timely manner not to exceed two business days.
- H. FCG employees or other individuals are not permitted to use the Contractors' local service centers for repair or service of FCG owned wireless devices. FCG will not be responsible for any charges or fees incurred. All repairs and replacements must go through the authorized FCG representative.
- I. Network problems that disrupt the ability to make or receive calls or to transmit data in any portion of the local calling area shall be reported to the FCG designee within thirty (30) minutes of the occurrence. Advance notice of planned outages or major service disruptions due to preventive maintenance, network upgrades, etc., shall be provided to the FCG designee at least three (3) business day prior to the scheduled occurrence.

### **10.9. Inventory**

- C. Contractor will provide FCG shelf stock inventory, equal to at least one (1) percent of active devices, to be used for replacements (e.g., upgrade or exchange of a lost, stolen, broken or DOA device) with no phone number and no monthly service fee applied until the device is activated. FCG expects all devices to be shipped with Subscriber Identity Module (SIM) cards included. Pricing for on-site inventory shall be set forth in Appendix C Pricing Summary Sheet.
- D. Describe your firms' ability to take-back prior equipment issued by your firm or credit against newer replacements. If this capability exists, then County will require capability to "wipe" all information from returned devices, or the Successful Offeror(s) will certify in writing, and for data devices, confirmation that all FCG data has been removed ("wiped") from these devices. (Reference Special Provisions, Paragraph 42. County "GREEN POLICIES")

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### **10.10. Voice and Data Wireless Device Management** (Reference Paragraph 8.11 Functional Requirements)

- A. Device Upgrade. At FCG's request, Contractor shall provide a no cost upgrade or replacement of same model or newer when the device has been in service for a minimum of one (1) year.
- B. FCG employees or other individuals are not permitted to use Contractor service centers for repair or service of FCG wireless devices. FCG will not be responsible for any charges or fees incurred. All repairs and replacements must go through the authorized FCG representative. Contractor shall have protocols in place to only allow authorized personnel access to account.
- C. Shelf stock must be maintained at an inventory of 1% or higher per device type and shall be provided at no cost to FCG. Contractor will provide FCG unassigned SIM chips at no charge as requested.
- D. Delivery: FCG expects overnight delivery of all equipment after receipt of order. Delivery shall be made at no cost to FCG.
- E. Contractor must provide the customer the ability to move data (contact names) from the vendor's network to a wireless device and/or from one wireless device to another wireless device. This must be done at no cost to the customer.
- F. Unlocking Products: Upon request at the expiration of the Contract or termination of a specific order, Contractor shall "unlock" products by removing or deactivating Contractor-specific access or identification codes that would prevent the use of the product on other wireless networks to the extent possible by the Contractor.
- G. Activating Third Party Devices: Contractor will activate handsets, wireless data cards and other wireless communication devices that are technically compatible with and operable on its network, regardless of whether the devices were purchased from Contractor.
- H. Network problems that disrupt the ability to make or receive calls or to transmit data in any portion of the Local Calling Area shall be reported to the Department of Information Technology, Telecommunications Manager and/or designee within 30 minutes of the occurrence. Advance notice of planned outages or major service disruptions due to preventive maintenance, network upgrades, etc., shall be provided to the Voice Communications Section Manager and/or designee at least three (3) business days prior to the scheduled occurrence.
- I. The Successful Contractors are required to provide to the County quarterly performance metrics on their firms' network performance representing overall reliability and experience on dropped calls.

### **11. TECHNICAL PROPOSAL INSTRUCTIONS**

The Offeror must submit the Technical Proposal in a separate binder from the Cost Proposal. The Technical Proposal must contain, as indicated, a narrative addressed separately to the appropriate Tab numbers below for each of the tasks and attachments described in this RFP. This information will be considered the minimum content of the proposal.

**Proposal contents must be arranged in the same order and identified with appropriate Tab numbers listed below:**

**TAB 1 Cover letter:** Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; brief history of organization; appropriate Federal, State, and County registration numbers. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

**TAB 2 E-rate:** Offeror's Spin Number

**TAB 3 Technical Requirements:** Statement and discussion of the requirements  
 A. Fairfax County Public Schools

## **SPECIAL PROVISIONS**

B. Fairfax County Government

**TAB 4 Functional Requirements:** Statement and discussion of the requirements

- A. Fairfax County Public Schools
- B. Fairfax County Government

**TAB 5 Value-Added Services** (Reference Paragraph 9)

**TAB 6 Tasks to be Performed:** Statement and discussion of the requirements as analyzed by the Offeror which indicate understanding of the requirements and clearly state the approach for tasks to be performed once the contract is awarded.

- A. Fairfax County Public Schools
- B. Fairfax County Government

**TAB 7 Licenses/Service Agreements:** Offeror must provide all services and licensing agreements that would apply to the application and services proposed.

**TAB 8 The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.**

- A. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- B. Years of Experience: Offerors must have a minimum five (5) years successful, continuous experience. (Reference Paragraph 2, Minimum Qualifications)
- C. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers or email addresses for such reference. (Ref: Special Provisions, Paragraph 2.C, Minimum Qualifications)
- D. E-rate: Contractor must be a service provider as defined by the E-rate Program (Ref., Special Provisions, Paragraph 3, E-rate).
- E. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.
- F. Staffing plan: A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the Offeror, if relevant.
- G. Financial Statements: The Offeror shall provide an income statement and balance sheet from the most recent reporting period.
- H. Personnel: The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

**TAB 9 Treatment of the Issues**

## **SPECIAL PROVISIONS**

In this section, the Offeror may 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.

### **12. CONSULTATION SERVICES**

- 12.1. The contractor's staff must be available for consultation with FCPS and FCG staff on an as-needed basis between 7:30 A.M. and 5:00 P.M., Eastern Time, Monday through Friday. An identified toll free support number manned 24 hours a day must be available to be used by FCPS and FCG. This number will be used by FCPS and FCG staff for notification of service problems involving single and multiple units.

### **13. COST PROPOSAL INSTRUCTIONS**

- 13.1. The Offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Price Summary Sheet – Appendix C). The following information shall be submitted as part of the cost proposal:

The cost of each task or segment of the task shall be itemized.

- A. Offerors must provide a price breakdown for each service separately as well as totals for all services provided together if prices differ.
- B. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rates and supporting schedule.
- C. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose. Travel and per diem will be considered at the then applicable GSA rates.
- D. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

**Caution: Failure to break down cost elements in accordance with Appendix C may render the cost proposal non-responsive.**

### **14. PRICING**

- 14.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.
- 14.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.). Any change in pricing will take place only after written approval from the County Purchasing Agent.
- 14.3. Price decreases shall be made in accordance with Paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

### **15. TRADE SECRETS/PROPRIETARY INFORMATION**

- 15.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, Offerors must invoke the protections of this section prior to or upon submission of the data or other materials (Reference Appendix B).

## **SPECIAL PROVISIONS**

- 15.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

### **16. CONTACT FOR CONTRACTUAL MATTERS**

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

Jim Wise, Contract Administrator  
Fairfax County Public Schools  
Office of Procurement Services  
8115 Gatehouse Road, Suite 4400  
Falls Church, Virginia 22042-1203  
Telephone: 571-423-3593  
Email: [jwise@fcps.edu](mailto:jwise@fcps.edu)

- 16.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see Special Provisions Paragraph 22.3).

### **17. REQUIRED SUBMITTALS**

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

### **18. SUBMISSION OF PROPOSAL**

- 18.1. One (1) original (duly marked) and six (6) copies of the Technical proposal, and one (1) original (duly marked) and six (6) copies of the Cost proposal to include Pricing Summary Sheet (Appendix C) shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Offerors name and address on the outside. It is required that ten (10) copies of the proposal be provided in searchable PDF format on a USB drive (**separate** USB drives for the Technical and Cost Proposals). The Offeror must include a notarized statement that each CD/USB drive is a true copy of the printed version. Electronically stamped delivery receipts are available. Additionally, one (1) redacted FOIA electronic copy which has been properly labeled FOIA Copy (Reference Special Provisions Paragraph 19).

Department of Financial Services  
Office of Procurement Services  
8115 Gatehouse Road  
Suite 4400  
Falls Church, VA 22042-1203  
Telephone: 571-423-3550

- 18.2. 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 submitted to the Office of Procurement Services, 8115 Gatehouse road, Suite 4400, Falls Church, VA 22042-1203 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage [www.fairfaxcounty.gov/dpsm/solic/htm](http://www.fairfaxcounty.gov/dpsm/solic/htm). It is the Offeror's responsibility to monitor the web pages for the most current addenda.
- 18.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 18.4. 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



## **SPECIAL PROVISIONS**

aids are not required. The County 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.

- 18.5. Each original and set of the six (6) copies plus ten (10) electronic copies and one (1) redacted FOIA electronic copy of the proposal shall consist of:
  - A. Cover sheet (DPSM32)
  - B. Technical proposal as required in the Special Provisions, Paragraph 11, **TECHNICAL PROPOSAL INSTRUCTIONS**.
  - C. Cost proposal as required in the Special Provisions, Paragraph 13, **COST PROPOSAL INSTRUCTIONS**. (Appendix C (Pricing Summary Sheet) should be included in the Cost proposal).
- 18.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

### **19. VIRGINIA FREEDOM OF INFORMATION ACT**

Except as provided, once an award is announced, all proposals/bids submitted to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of

Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a completed summary page is supplied (Appendix B) that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (USB) with the trade secrets and/or proprietary information redacted. ***If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.***

### **20. LATE PROPOSALS**

- 20.1. 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.

### **21. PERIOD THAT PROPOSALS REMAIN VALID**

- 21.1. Proposals will remain valid for a period of one-hundred and eighty (180) calendar days after the date specified for receipt of proposals.

### **22. BASIS FOR AWARD**

- 22.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 22.2. 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.
- 22.3. 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 contacts related to this procurement to the procurement official named in Paragraph 16 above. Failure to comply with this directive may, at the sole discretion of the County result in the disqualification of an Offeror from the procurement process.

## **SPECIAL PROVISIONS**

- 22.4. Based on the results of the preliminary evaluation, the highest rated Offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.
- 22.5. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 22.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- A. Qualification of firm with appropriately qualified and experienced personnel. (10%)
  - B. Depth of response to Special Provisions, Paragraph 7, **TECHNICAL PROPOSAL REQUIREMENTS**. (20%)
  - C. Depth of response to Special Provisions, Paragraph 8, **FUNCTIONAL PROPOSAL REQUIREMENTS**. (20%)
  - D. Depth of response to the Special Provisions, Paragraph 10, **TASKS TO BE PERFORMED**. (20%)
  - E. Reasonableness of cost proposal(s), Appendix C **PRICING SUMMARY SHEET**. (30%)
- 22.7. The County reserves the right to make on-site visitations to assess the capabilities of individual Offerors and to contact references provided with the proposal.
- 22.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 22.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, Offerors should provide complete, thorough proposals with the Offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, Offerors should submit such additional material in a timely manner.
- 22.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 22.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

## **23. CONTRACT INSURANCE PROVISIONS**

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

## **SPECIAL PROVISIONS**

- 23.2. The Contractor shall, during the continuance of all work under the contract maintain the following insurance:
- A. Workers' Compensation and Employer's Liability insurance limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - B. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including contractual liability, personal and advertising injury, and products and completed operations coverage. Completed operations liability endorsement shall continue in force for three years following completion of the contract.
  - C. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, include property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under a standard Automobile Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
  - 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.
  - E. Cyber/Information Technology insurance in the amount of \$1,000,000 per claim, including coverage for costs of 3<sup>rd</sup> party notification, credit monitoring, and fraud protection.
- 23.3. Fairfax County Public Schools, the Fairfax County School Board, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess"
- 23.4. Indemnification: Article 63 of the General Conditions and Instruction to Bidders (Appendix A) shall apply.
- 23.5. Additional Requirements
- A. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
  - B. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
  - C. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - D. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
  - E. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.
  - F. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by FCPS. These certified copies will be sent to the FCPS from the Contractor's insurance agent or representative.
1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to FCPS. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in

## **SPECIAL PROVISIONS**

suspension of all payments until the new certificate is furnished.

2. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities provisions of the contract.
3. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
4. 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 acts and omissions of person directly employed by it.
5. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
6. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
7. If the Contractor delivers services from a County leased facility, the Contractor is required to carry property insurance on all equipment, to include County owned installed and maintained equipment used by the Contractor while in their care, custody and control for use under this contract.

G. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

## **24. METHOD OF ORDERING**

- 24.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 24.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency **ordering the items/services covered under this contract. An issued PO will become part of** the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 24.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 24.4. Regardless of the method of ordering used, solely the contract and any written modifications determine performance time and dates.

## **SPECIAL PROVISIONS**

- 24.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

### **25. REPORTS AND INVOICING**

- 25.1. Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 25.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- A. Employee name;
  - B. The name of the County department;
  - C. Date of services;
  - D. The type of services; and,
  - E. The itemized cost for each item/service.
- 25.3. County departments must receive monthly invoices in accordance with the mutually agreed upon schedule set forth by each account holder. Invoicing must be received in the subsequent month that the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 25.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

### **26. PAYMENTS**

- 26.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, Paragraph 10, TASKS TO BE PERFORMED.

### **27. CHANGES**

- 27.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 27.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

### **28. DELAYS AND SUSPENSIONS**

- 28.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 28.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the

## **SPECIAL PROVISIONS**

contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

- 28.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

### **29. ACCESS TO AND INSPECTION OF WORK**

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

### **30. PROJECT AUDITS**

- 30.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- A. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
  - B. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
  - C. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
  - D. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 30.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 30.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 30.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 30.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

### **31. DATA SOURCES**

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

## **SPECIAL PROVISIONS**

### **32. SAFEGUARDS OF INFORMATION**

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

### **33. ORDER OF PRECEDENCE**

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

### **34. SUBCONTRACTING**

- 34.1. 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.dmb.e.state.va.us>; local chambers of commerce and other business organizations.
- 34.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, 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.

### **35. USE OF CONTRACT BY OTHER PUBLIC BODIES**

- 35.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 35.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 35.3. 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.
- 35.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 35.5. The County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

### **36. NEWS RELEASE BY VENDORS**

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

## **SPECIAL PROVISIONS**

### **37. AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

- 37.1. The County is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. The County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 37.2. The County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Compliance at 571-423-3050 or email them at [equity&compliance@fcps.edu](mailto:equity&compliance@fcps.edu). Please allow seven (7) working days in advance of the event to make the necessary arrangements.

### **38. HIPAA COMPLIANCE**

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

### **39. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**

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

### **40. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION**

- 40.1. 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 or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 40.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the 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.
- 40.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. **All Contractor employees will**



## **SPECIAL PROVISIONS**

**be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist.** Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.

40.4. Failure to comply with the above requirements may result in termination of the contract.

### **41. CODE OF CONDUCT**

- A. The Successful Offeror(s) will be required to adhere to the Vendor Code of Conduct and Expectations attached as Appendix E, Exhibits 1A and 1B.
- B. All on-site vendor personnel or subcontractors are subject to the terms and conditions as stated in:
  - 1. FCPS Vendor Code of Conduct and Expectations (Appendix E, Exhibit 1A)
  - 2. FCG Vendor Code of Conduct and Expectations (Appendix E, Exhibit 1B)

### **42. "GREEN" DISPOSAL / USE COUNTY PREFERENCE**

42.1. Electronics Takeback Provision:

42.2. The County maintains a strong electronics recycling program. We pass this expectation on to our contractors by requiring takeback options for any electronic equipment (defined as anything containing a circuit board) supplied under this contract. This common approach to end-of-life management, also called Producer Responsibility, is legislatively required in 23 states. The successful Offeror must accept any electronic item supplied under this contract and the disposal of the equipment must meet the following environmental outcome: products must be reused or recycled, thereby preventing landfilling or incineration. In order to comply, the vendor is asked to submit an end-of-life management plan including buyback values and timeframes (if applicable). The County reserves the right to sell or recycle any surplus electronic items generated in this contract through pre-established channels. This contract provision enhances the health and well-being of electronics users, workers, and the communities where electronics are produced and discarded by requiring the successful contractor to take full responsibility for the life cycle of their products.

**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 purchases 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 or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder'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. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County 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 the County. 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 the County, 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 the County.

**COUNTY:** County of Fairfax.

**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 the County. 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,

### **General Conditions and Instructions to Bidders**

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 the Board of Supervisors of Fairfax County, Virginia.

**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 the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County 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.

### **CONDITIONS OF BIDDING**

**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 County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County 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 County 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

### **General Conditions and Instructions to Bidders**

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.
- 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 the County Purchasing Agent in writing.
  - 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County 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, the County 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 the county 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 a Fairfax County 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.

## **General Conditions and Instructions to Bidders**

**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 the County 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 the County. 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 the County 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 the County 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 County's web site: <http://www.fairfaxcounty.gov/dpsm/bidtab.htm>. 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.

**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**-The County is exempt from the payment of any federal excise or any Virginia sales tax. 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 the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County 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 County 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

## **General Conditions and Instructions to Bidders**

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 County 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) 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 the County 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.

**23. FEDERAL SPECIFICATIONS**-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

### **AWARD**

**24. AWARD OR REJECTION OF BIDS**-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County 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 informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. 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 the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision

### **General Conditions and Instructions to Bidders**

to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County 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. County of Fairfax 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 County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, 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 County 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 the County to make award to one or more such bidders shall be final.

**27. PROMPT PAYMENT DISCOUNT-**

- 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 the County, 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.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County 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-**Where definite quantities are specifically stated, acceptance will bind the County 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, the County 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-**On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County 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-**Contracts will remain in force for full periods specified and/or until all articles 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 the County for Convenience or Cause.

### **General Conditions and Instructions to Bidders**

- 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-**A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**33. TERMINATION OF CONTRACT FOR CAUSE-**

- a. If, through any cause, 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 the County's remedies under the contract and all other rights available at law or in equity, the County 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 the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County 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 the County from the Contractor is determined.

**34. CONTRACT ALTERATIONS-**No alterations in the terms of a contract shall be valid or binding upon the County 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 the County, 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, the County 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,



### **General Conditions and Instructions to Bidders**

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.

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 shall 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.

## **General Conditions and Instructions to Bidders**

### **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, the County 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, the County 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 will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County 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 the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. 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 the County 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 the County unless otherwise specified by bidder.

**53. WEIGHT CHECKING**-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. 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 the County.

**54. DEMURRAGE AND RE-SPOTTING**-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

**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 the County.

## **General Conditions and Instructions to Bidders**

**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 Fairfax County Identification Number (FCIN), 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**-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on 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**-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. Fairfax County 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**-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**-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 the County, 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 the County against latent defective material or workmanship and to repair or replace any damages or marring 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.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

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

- a. 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 the County may reduce the said services at any time.

### **General Conditions and Instructions to Bidders**

- b. 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.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County 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 the County, 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 the County 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 the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

#### **64. OFFICIALS NOT TO BENEFIT-**

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County 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 or 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.
- b. 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, the County 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.
- c. 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 Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. 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 a Fairfax County 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. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

### **General Conditions and Instructions to Bidders**

**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, the County shall have the right to terminate or suspend this contract without liability to the County 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 County procurement shall be notified in writing by the County 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 County 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 a County 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 County 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 County 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 Fairfax County project;
  7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County 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.

## **General Conditions and Instructions to Bidders**

### **70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-**

- 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 decision 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 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County 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 NONRESPONSIBILITY-**

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County 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 County Purchasing Agent was arbitrary or capricious and the award for the particular County 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 County contract in question. Where the award has been made and performance has begun, the County 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 or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, 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 County 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 County 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 hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. 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.

### **General Conditions and Instructions to Bidders**

- 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 the County which is not disposed of by agreement shall be decided by the County 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 County 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 County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- 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-**The County 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:** 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.

**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

**General Conditions and Instructions to Bidders**

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 Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. 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.

**APPROVED:**

**/S/ David P. Bobzien**  
**COUNTY ATTORNEY**

**/S/ Cathy A. Muse**  
**COUNTY PURCHASING AGENT**



## OFFEROR DATA SHEET

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

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 bidder:

☐ 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 bidder 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 bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those 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: ☐

## 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

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Complete and return this form or a copy of your current Fairfax County Business License with your proposal.**

### **CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal 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 Fairfax County 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. 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 Fairfax County government, the Fairfax County 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:** \_\_\_\_\_

**Certification Regarding Ethics in Public Contracting**

In submitting this proposal and signing below, Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

☐

1. I have not given any payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to any public employee or official who has official responsibility and authority for procurement transactions.

☐

2. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, and in exchange I received consideration of substantially equal or greater value.

☐

3. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, but in exchange I have not received consideration of substantially equal or greater value.

If #2 above is selected, please complete the following:

Recipient: \_\_\_\_\_

Date of Gift: \_\_\_\_\_

Description of the gift and its value:

\_\_\_\_\_  
\_\_\_\_\_

Description of the consideration received in exchange and its value:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Printed Name of Bidder/Offeror Representative: \_\_\_\_\_

Signature/Date: \_\_\_\_\_ / \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

***This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.***

### **Listing Of Local Public Bodies**

REFERENCE PARAGRAPH 35 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:

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

**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 THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32).** This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

**PROPRIETARY INFORMATION:**

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

**NOTICE OF PROPRIETARY INFORMATION**

**Confidentiality References Protection in Accordance with the Code of Virginia,  
Section 2.2-4342F**

Section Title	Page Number	Reason(s) for Withholding from Disclosure

**NOTICE OF PROPRIETARY INFORMATION (CONTINUED):**

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C. This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

**RETURN THIS PAGE, IF APPLICABLE**





**FAIRFAX COUNTY  
PUBLIC SCHOOLS**

**Department of Financial Services / Office of Procurement Services**

8115 Gatehouse Road, Suite 4400

Falls Church, VA 22042-1203

<http://www.fcps.edu/fs/procurement>

Telephone: 571-423-3550 Fax: 571-423-3576

**SUBCONTRACTOR (S) NOTIFICATION FORM**

Contract Number/Title: \_\_\_\_\_

Prime Contractors Name: \_\_\_\_\_

Prime Contractor's Classification: \_\_\_\_\_

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 34, Special Provisions). Please complete this form and return it with your submission.

**Please check here if you are not using a subcontractor:** \_\_\_\_\_

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

**Complete and return this form with your proposal.**

# PRICING SUMMARY SHEET

(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

## VOICE

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
0 pooled minutes	\$ _____		\$ _____	Includes Voicemail
0 pooled minutes with unlimited text messaging	\$ _____		\$ _____	Includes Voicemail
0 pooled minutes with unlimited two-way radio and unlimited text messaging	\$ _____		\$ _____	Includes Voicemail
200 pooled minutes	\$ _____		\$ _____	Includes Voicemail
300 pooled minutes	\$ _____		\$ _____	Includes Voicemail
450 pooled minutes	\$ _____		\$ _____	Includes Voicemail
600 pooled minutes				
450 pooled minutes with unlimited text messaging	\$ _____		\$ _____	Includes Voicemail
450 pooled minutes with unlimited two-way radio, unlimited text messaging	\$ _____		\$ _____	Includes Voicemail
Unlimited minutes	\$ _____		\$ _____	Includes Voicemail
Unlimited minutes with unlimited text messaging	\$ _____		\$ _____	Includes Voicemail
Unlimited minutes with unlimited text messaging, unlimited two-way radio	\$ _____		\$ _____	Includes Voicemail
Unlimited Two-Way Radio	\$ _____		\$ _____	
Unlimited Text Messaging	\$ _____		\$ _____	
Voice Overage Rate	\$ _____ /minute		\$ _____ /minute	
Charge per line for shared/pooled plans				
Paging thru phone				
Group Paging thru phone				
PTT Unlimited				
Voice Mail				

### PRICING SUMMARY SHEET

(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

#### BUNDLE VOICE AND DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
200 pooled minutes with unlimited data, and unlimited text	\$_____		\$_____	Includes Voicemail
200 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$_____		\$_____	Includes Voicemail
300 pooled minutes with unlimited data, and unlimited text	\$_____		\$_____	Includes Voicemail
300 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$_____		\$_____	Includes Voicemail
450 pooled minutes with unlimited data, unlimited text	\$_____		\$_____	Includes Voicemail
450 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$_____		\$_____	Includes Voicemail
450 pooled minutes with unlimited data, unlimited text, PTT	\$_____		\$_____	Includes Voicemail
Unlimited minutes with unlimited data, unlimited text	\$_____		\$_____	Includes Voicemail
Unlimited minutes with unlimited data, unlimited text, unlimited tethering	\$_____		\$_____	Includes Voicemail
Unlimited Text Messaging	\$_____		\$_____	
Unlimited Tethering	\$_____		\$_____	If unlimited tethering is not available, please outline pricing and applicable tiers of tethering service.
GPS (Directions)	\$_____		\$_____	
GPS (Tracking) Pooled 5 / 10 / 25 MB	\$_____ 5 MB \$_____ 10 MB \$_____ 25 MB		\$_____ 5 MB \$_____ 10 MB \$_____ 25 MB	
Voice Overage Rate (/ minute)	\$_____ / minute		\$_____ / minute	
Data Overage Rate	\$_____ / MB		\$_____ / MB	

# PRICING SUMMARY SHEET

(Ref: Special Provisions, (Pricing Plans), Paragraph 8.6 and 8.12)

## DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
Unlimited data (no-cost device)	\$_____		\$_____	
IPhone 4MB Standalone	\$_____		\$_____	
IPhone Unlimited Standalone	\$_____		\$_____	
Blackberry 4MB Standalone	\$_____		\$_____	

## EQUIPMENT PRICING

WIRELESS VOICE ONLY	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, battery, etc.)
Current No-Cost Cell Phone Device:			
Current No-Cost Cell Phone Rugged Device:			

(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
Smartphone (current model of no-cost device) New line of service & upgrade after 12 months	_____		
Smartphone Replacement for existing line of service (non-warranty)	_____	\$_____	
Smartphone Upgrade to the most recent model release	_____	\$_____	
Device Shelf Stock (1%) Cellular Phone (Re: Special Provisions, Paragraph 7.F)	_____		
Device Shelf Stock (1%) Smartphone (Re: Special Provisions, Paragraph 7.F)	_____		
Discount off manufacturer list price for additional items not listed above	_____ %		
VALUE ADDED Ref.Par. 9 Employee Discounts In-building Solutions			

**Mobile Device Management (MDM) or Mobile Enterprise Applications Platform (MEAP)**

Item	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
MDM Solutions	\$_____		\$_____	
MEAP Platform Solutions	\$_____		\$_____	

**Accessories**

Item	Percent Discount	Comments
Leather Holster		
Wall Charger		
Vehicle Charger		
Battery		
Tethering Cord		
Discount for accessory items not listed above		_____%

Overnight delivery \$\_\_\_\_\_

### Minimum Qualifications/Reference Checklist

All Offerors are required to submit the following (Ref: Special Provisions, Paragraph 2):

1. The Offeror must have at least five (5) years in the wireless digital voice and data service business providing the services and products offered herein to K-12 school districts and local governments...Paragraph 2.A.).

Years of experience: \_\_\_\_\_.

2. The Offeror must provide URL of Web Portal (Ref: Special Provisions, Paragraph 2.B.).

URL: \_\_\_\_\_.

3. The Offeror must provide a minimum of three references from K-12 school districts and/or local governments, (at least one from each) preferably from a County and School district of equivalent size to FCPS. (Ref: Special Provisions, Paragraph 2.C.).

4. Contractor must be a service provider as defined by the E-rate Program (see Special Provisions, paragraph 2.D and 3).

SPIN: \_\_\_\_\_.

#### Reference 1:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Current Telephone Number: \_\_\_\_\_

Service provided for:

\_\_\_\_\_ Total Number of Wireless Devices \_\_\_\_\_ Total Minutes of Service

\_\_\_\_\_ Other Please describe: \_\_\_\_\_

#### Reference 2:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Current Telephone Number: \_\_\_\_\_

Service provided for:

\_\_\_\_\_ Total Number of Wireless Devices \_\_\_\_\_ Total Minutes of Service

\_\_\_\_\_ Other Please describe: \_\_\_\_\_

#### Reference 3:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Current Telephone Number: \_\_\_\_\_

Service provided for:

\_\_\_\_\_ Total Number of Wireless Devices \_\_\_\_\_ Total Minutes of Wireless Service

\_\_\_\_\_ Other Please describe: \_\_\_\_\_

**EXHIBIT 1A**  
**FCPS Vendor Code of Conduct**

**Fairfax County Public Schools**  
**Department of Information Technology**

**FCPS Vendor Code of Conduct and Expectations**

As an FCPS vendor, your employees will be expected to comply with section 10 of the FCPS Standards of Conduct Regulation # 4429.4.

**Standards of Conducts**

**Each vendor employee is expected to:**

- Comply with a reasonable request from an authorized FCPS employee (any Field Information Systems Supervisor, School-based Administrator, SBTS's)
- Report to work in appropriate clothing with required tools and equipment and in a condition that will permit performance of assigned duties.
- Refrain from any disorderly conduct.
- Exercise courtesy and tact in dealing with FCPS employees.
- Behave in a professional manner.
- Maintain a clean and neat personal appearance to the maximum practicable extent during working hours.
- Safeguard FCPS information.
- Exercise watchfulness in the performance of duties to identify potential hazards to protect fellow humans.
- Render full, efficient, and competent service.
- Comply with rules and regulations governing the business hours of work at any given FCPS building.

**The following conduct is prohibited and may subject the vendor to disciplinary action, including termination of services rendered:**

- Using any information received confidentially in the performance of duties as a means of making personal profit.
- Engaging in criminal, dishonest, immoral, or disgraceful conduct that brings the school system into disrepute; engaging in theft, or being convicted of a crime.
- Soliciting or accepting anything of value in return for performing or refraining from performing an official act.
- Using School Board facilities improperly; carelessly or willfully causing destruction of School Board property.
- Threatening or assaulting anyone; possessing a weapon on School Board property.
- Falsifying any record or report.
- Manufacturing, distributing, dispensing, possessing, consuming, using, or selling alcohol or illegal drugs, or taking part in the unauthorized use of prescription drugs on School Board property during normal work hours or while performing School Board business.
- Having alcohol, illegal drugs, unlawful prescription drugs, or drug metabolites in the body while on duty.

**Fairfax County Public Schools**  
**FCPS Vendor Code of Conduct and Expectations, (Continued)**

- Failing to adhere to the policies and regulations of Fairfax County Public Schools.
- Engaging in political campaigns while on

**In addition to what is specified in Regulation 4429.4, all employees shall:**

- Sign in and out of the vendor/visitor log at the front office
- Park in a valid parking space
- Leave the work area in an undisturbed state and remove trash and old parts
- Only use the following URL's to test internet connectivity:

<http://fcpsnet.fcps.k12.va.us/index.shtml> for internal testing and  
<http://www.washingtonpost.com/> or  
<http://www.hp.com/> for external internet connectivity testing

**No other** web addresses shall be accessed unless directed by one of the above listed FCPS agents in the first bullet.

A meeting must be scheduled with the vendor Account Manager at a minimum every **3 months** to review the standards. Anytime there is a deletion of a name on the list above the Account Manager must notify our office in writing. Anytime there is an addition to the above vendor list, the new (vendor) employee and Account Manager must attend a meeting @ Field Information Systems to review and sign the Vendor Standard of Conduct and update the name in the master list.

The information above has been explained to me and I fully understand the contents and ramifications to me or the company I represent if I fail to comply.

Print Name: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 1B**  
**FCG Vendor Code of Conduct**

**Fairfax County Government**  
**Department of Information Technology**

**FCG Vendor Code of Conduct and Expectations**

As an FCG vendor, your employees will be expected to comply with FCG Standards of Conduct.  
**Standards of Conducts**

**Each vendor employee is expected to:**

- Comply with a reasonable request from an authorized FCG employee (any Field Information Systems Supervisor, etc.)
- Report to work in appropriate clothing with required tools and equipment and in a condition that will permit performance of assigned duties.
- Refrain from any disorderly conduct.
- Exercise courtesy and tact in dealing with FCG employees.
- Behave in a professional manner.
- Maintain a clean and neat personal appearance to the maximum practicable extent during working hours.
- Safeguard FCG information.
- Exercise watchfulness in the performance of duties to identify potential hazards to protect fellow humans.
- Render full, efficient, and competent service.
- Comply with rules and regulations governing the business hours of work at any given FCG building.

**The following conduct is prohibited and may subject the vendor to disciplinary action, including termination of services rendered:**

- Using any information received confidentially in the performance of duties as a means of making personal profit.
- Engaging in criminal, dishonest, immoral, or disgraceful conduct that brings the County into disrepute; engaging in theft, or being convicted of a crime.
- Soliciting or accepting anything of value in return for performing or refraining from performing an official act.
- Using County facilities improperly; carelessly or willfully causing destruction of County property.
- Threatening or assaulting anyone; possessing a weapon on County property.
- Falsifying any record or report.
- Manufacturing, distributing, dispensing, possessing, consuming, using, or selling alcohol or illegal drugs, or taking part in the unauthorized use of prescription drugs on County property during normal work hours or while performing County business.
- Having alcohol, illegal drugs, unlawful prescription drugs, or drug metabolites in the body while on duty.
- Failing to adhere to the policies and regulations of the County.
- Engaging in political campaigns while on duty.

**Fairfax County Government**  
**FCG Vendor Code of Conduct and Expectations, (Continued)**

**In addition, all employees shall:**

- Sign in and out of the vendor/visitor log.

- Park in a valid parking space.
- Leave the work area in an undisturbed state and remove trash and old parts.

A meeting must be scheduled with the vendor Account Manager at a minimum every **3 months** to review the standards. Anytime there is a deletion of a name on the list above, the Account Manager must notify our office in writing. Anytime there is an addition to the above vendor list, the new (vendor) employee and Account Manager must attend a meeting at the County to review and sign the Vendor Standard of Conduct and update the name in the master list. The information above has been explained to me and I fully understand the contents and ramifications to me or the company I represent if I fail to comply.

Print Name: \_\_\_\_\_

Signed \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 2 FCG**  
**DIT Consultant/Contractor Agreement**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONSULTANT/CONTRACTOR AGREEMENT**  
**CONCERNING THE USE OF INFORMATION SYSTEMS AND COMMUNICATIONS TECHNOLOGY**  
**AT FAIRFAX COUNTY, VIRGINIA**

I, \_\_\_\_\_ working as a consultant/contractor for Fairfax County Government with access to County technology and communications systems, recognize my legal and ethical obligation to conduct my work on any Fairfax County information or communications system using computer hardware and/or software (programming languages, operating systems, databases, third party applications software and databases (COTS), system utilities, security solutions, and, data or voice communications software and electronics), herein referred to as 'technology', in a responsible manner and within the guidelines of the County's IT Security Policy. My purpose in using computer-based technology is to perform work for the Department in which I am engaged in support of Fairfax County Government, and therefore I am subject to the standards, IT Security and Privacy policies, and ethics and behavior policies of Fairfax County Government. As a condition for and in consideration of being given access to the computer systems and data, I agree that:

I will not use Fairfax County technology systems to access any information available or acquired from the technology systems for any reason except for purposes directly related to my job assignments and responsibilities as defined by my/my firm's contract and assignment with the County. I will not use Fairfax County technology systems to disclose any information available or acquired from the computer systems for any reason except for purposes directly related to my/my firm's contract and job assignments and responsibilities for such use as defined by the Fairfax County Government Department of Information Technology (DIT) and the agency my engagement supports. I understand that a user agency may ask me/my firm to sign a separate agreement relating to the privacy and security of the information that the user agency administers.

I will use vendor provided software and/or utilities only in accordance with such provisions as may have been agreed to between such vendor and Fairfax County. I will not deliberately violate any copyright laws or agreements states or implied in my use of the software. I recognize that to do so makes me/my company liable for any applicable penalties and may lead to my immediate dismissal from the County's engagement.

I further understand that the deliberate misuse of Fairfax County computer software, which results in the change, damage or destruction of County systems, programs, and/or data, is considered destruction of County property and may be considered a breach of contract and/or a criminal offense. I understand that my firm may be liable and I may be personally liable to include immediate release from the engagement for breach of the Fairfax County IT Security Policy, and possible prosecution for my destruction of County property. I further understand and recognize that there are criminal penalties for misusing government information and for the improper use of government information.

I have completely read and fully understand the terms of this agreement and accepted these terms.

\_\_\_\_\_  
Name of Consultant Company/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consultant Firm Authorized Representative

\_\_\_\_\_  
Date

I accept this agreement on behalf of Fairfax County, Virginia.

\_\_\_\_\_  
Agency Program Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Director Signature

\_\_\_\_\_  
Date

DIT Contractor Agreement for Use of IT  
Revised: February 2009