

FAUQUIER COUNTY GOVERNMENT
a political subdivision of the Commonwealth of Virginia
Contract # 25-066-C-R-CDWG
Riding Fairfax County Contract (4400006325) CDW GOVERNMENT LLC

This Agreement is made and entered into this 21st day of **February 2025**, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and CDW Government LLC having its principal place of business at **200 N. Milwaukee Ave, Vernon Hills, IL 60061**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide IT hardware, Software and related services.

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for the goods and services during the contract term "pricing as described in Contract 4400006325".

CONTRACT PERIOD: Date of execution, through August 1, 2025.

The contract documents shall consist of **and for the purpose of resolving ambiguity or conflicts shall be interpreted in the following order of priority:**

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) RFP 2000001273 including any Addenda and Attachments;
- (4) Contract 4400006325 dated December 4, 2015, including Amendments #1 through #5 and all renewals up to December 4, 2025, Attachments and documents incorporated by reference.

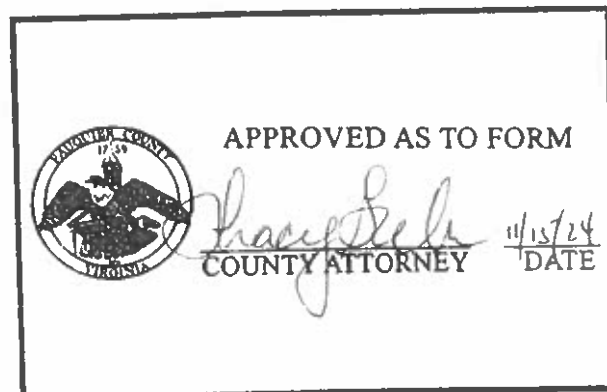
IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CDW Government LLC

By: *Dario Bertocchi*
Dario Bertocchi (Feb 27, 2025 14:42 EST)
Title: VP Contracting Operations
Date: 02/27/2025

Fauquier County Government a political subdivision of the Commonwealth of Virginia

By: *Kristen Mylton*
Kristen Mylton
Title: Procurement Manager
Date: 2/21/2025



FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
 Procurement Division
 320 Hospital Drive, Suite 23
 Warrenton, Virginia 20186
 Phone: (540) 422-8354 Fax: (540) 422-8355

Date: February 21, 2025
Contract No.: 25-066-CS-R
Contractor: CDW Government LLC
Modification: 001

Immediately upon final execution of this modification
Issued by: Fauquier County Government and Public Schools
 Procurement Division
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186

1) Description of Modification:

The purpose of this modification is to provide mutually agreed upon changes to Standard Terms and Conditions. Parties agree to the following:

1. **Contract Provision 30: Invoicing and Payment Terms:** Parties agree that Fairfax County Contract 4400006325 Special Provisions shall take precedence. Parties agree that payment terms shall be 45 days.
2. **Contract Provision 33: Default:** Parties agree the language shall be deleted and replaced with Fairfax County Contract 4400006325 General Condition 33, Termination of Contract for Cause.
3. **Contract Provision 36: Indemnification:** Parties agree that the language shall be deleted and replaced with Fairfax County Contract 4400006325 General Condition 63.
4. **Contract Provisions 46, 47 and 48:** Parties agree that the existing language will be deleted and replaced with Fairfax County Contract 4400006325 General Conditions 46, 47 and 48.
5. **Contract Provision 40: Audit:** Parties agree that the language shall be deleted and replaced with Fairfax County Contract 4400006325 Special Provisions Paragraph 24.
6. **Contract Provision 39: Use of Contract By Other Public Bodies:** Parties agree this shall be deleted.
7. **Contract Provision 53: Protest of Award:** Parties agree that this shall be deleted and replaced with Fairfax County Contract 4400006325 General Condition 72, Protest of Award or Decision to Award.

It is understood and agreed that all other terms, conditions, modifications, and prices of the original contract, except as noted above, remain the unchanged.

	CDW Government LLC		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:	<u>Dario Bertocchi</u> <small>Dario Bertocchi (Feb 27, 2025 14:42 EST)</small>	By:	<u>Kristen S. Hylton</u> <small>Kristen S. Hylton</small>
Title:	VP Contracting Operations	Title:	Procurement Manager
Date:	02/27/2025	Date:	2/21/2025

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- 1. AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
- 2. COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

- 3. CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
- 4. MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
- 5. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- 6. WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the 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 Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal 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/proposal was submitted.
- 7. ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals 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.
- 8. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **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.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
18. **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 (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, 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 Owner

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. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **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.
22. **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.

The Bidder/Offeree 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. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

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 Owner 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 Owner 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/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) 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.
 - 3) 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.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner 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 Owner in any such action, the Contractor shall, at his or her own expenses, 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 Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this 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 or purchase order 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 connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

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 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual 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:** 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 Owner 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:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. 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 Owner 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 Owner 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 Procurement Division when not in conflict with the bid/contract. The decision 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 Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **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:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - 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.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) 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 amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.

PRE-PROPOSAL CONFERENCE

RFP2000001273

An optional pre-proposal conference will be held at 10:00 A.M. on September 4, 2014, at the Fairfax County Government Center, Board Auditorium, 12000 Government Center Parkway, Fairfax Virginia. 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.

Please note the County does not provide for remote access (dial in, or otherwise), for the pre-proposal conference.

In order to allow the County time to be able to respond to questions received prior to the pre-proposal conference, questions pertaining to this RFP should be submitted in writing to the Contract Specialist Teena L. Stewart, at dpsmteam1@fairfaxcounty.gov no later than 4:30 P.M., September 2, 2014.



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427

FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

ISSUE DATE: August 18 2014	REQUEST FOR PROPOSAL NUMBER: RFP2000001273	TITLE: IT Hardware, Software, and Related Services
DEPARTMENT: Information Technology (DIT)	DUE DATE/TIME: September 23, 2014 @ 2:00 P.M.	CONTRACT SPECIALIST: Teena L. Stewart, CPPB, 703.324.3227 or teena.stewart@fairfaxcounty.gov

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 Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 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 IT Hardware, Software and Related Services by the County of Fairfax, Virginia.
- 1.2. Fairfax County Government (FCG) seeks qualified firms which possess the experience, knowledge and skills necessary to provide IT Hardware, Software and Associated Services for various County Departments, which may include Fairfax County Public Schools (FCPS) on an as needed basis as requested.

2. PRE-PROPOSAL CONFERENCE:

- 2.1. An optional pre-proposal conference will be held on September 4, 2014 at 10:00 A.M. in the Fairfax County Government Center, Board Auditorium, 12000 Government Center Parkway, Fairfax, Virginia. To request reasonable ADA accommodations, call the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven working days in advance of the event to make the necessary arrangements.
- 2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to first name.last teena.stewart@fairfaxcounty.gov.

3. CONTRACT PERIOD AND RENEWAL:

- 3.1. This contract will begin on date of award and terminate five (5) years thereafter. The contract may be renewed for an additional five (5) years, one (1) year at a time or any combination thereof as mutually agreed upon.
- 3.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. BACKGROUND:

4.1. Fairfax County Government (FCG) and Fairfax County Public Schools (FCPS)

Fairfax County, Virginia is located in the northeast corner of Virginia and has an area of approximately 395 square miles with a diverse population of over 1,000,000 residents.

SPECIAL PROVISIONS

Fairfax County Government (FCG) has over 50 departments located in over 200 facilities throughout the County. Currently, FCG facilities include the main government center campus (which houses the main county data center), twenty three (23) Public Libraries, twenty three (23) Police locations, fifty one (51) Fire and Rescue locations, and in addition many more community, health, human services and park locations. FCG's Department of Information Technology (DIT) manages, and implements all aspects of information technology solutions and supporting infrastructure that enable county agencies to deliver information and services to citizens and the community and implement operational efficiencies. DIT establishes standards and architecture for the information and communications systems that are implemented in county government agencies throughout the county.

FCG Enterprise Information Technology Environment: The County has developed an approach to its IT architecture that maximizes the return on IT investments, emphasizes and ensures reliability, scalability and security, while promoting standards-based acquisition that can be adapted across the enterprise. The Information Technology Plan is published annually by Fairfax County Department of Information Technology and delineates the standards for the major components of the IT architecture adopted and/or in use at the County. Providers should reference the plan when developing responses to IT system requirements. The IT Plan is available at <http://www.fairfaxcounty.gov/dit/itplan/>

FCG Department of Information Technology (DIT), is primarily responsible to guide and direct all automation efforts within Fairfax County. This includes the operation of the mainframe data center, PC configuration and support, security administration, corporate system development, implementation and design, installation, management and support of the Enterprise Network.

Fairfax County Public Schools (FCPS) is the eleventh largest school system in the United States. With over 186,000 students, 22,000 employees, and 235 schools and centers, FCPS is a large organization with significant information technology needs. To support this enterprise FCPS has established a robust network infrastructure to support over 150,000 high-end personal computers, and 235 individual sites. Each FCPS building's network infrastructure is equipped to provide a minimum of 100 Mbps to the desktop and secure wireless access coverage. WAN services are provided by the Fairfax County Institutional Network (I-Net), a robust data network servicing all FCPS buildings, including FCPS' two data centers (located in Alexandria and Fairfax). Dedicated Internet access is multihomed and provides an aggregate total bandwidth of 3 Gbps to the enterprise.

FCPS has a number of helpful resources that are available online to assist Offerors in learning more about the FCPS.

- District Web Site URL <http://www.fcps.edu/>
- Technology Plan
<http://www.fcps.edu/it/technology/DivisionTechnologyPlans.shtml>
- Purchasing Services <http://www.fcps.edu/fs/procurement/>
- Information Systems <http://www.fcps.edu/it/>

FCG and FCPS currently utilize numerous contracts for the procurement of IT Hardware, Software, and related Services. Due to the magnitude of both entities and the various contracts utilized to procure the Hardware, Software and Associated Services, the County is not in a position to give an estimated volume of what would be procured under this contract(s).

- 4.2. There may be times where Source Code, Proprietary programs, tools or other intellectual property of Fairfax County may be used and accessed in performing services, these shall remain the property of Fairfax County. Data owned by Fairfax County may not be used by the Contractor for any purposes without the express written consent of the appropriate County representative. Data covered under specific federal, state and local privacy laws are confidential. Any breach of privacy is cause for immediate termination of contract.

SPECIAL PROVISIONS

The aforementioned is not meant to include - proprietary programs, tools or other intellectual property such as commercial products owned by entities other than Fairfax County that may be used and accessed while performing under the resultant contract(s). Such claim by a contractor to proprietary content cannot intrude on the County's right to access its data without undue interference or additional cost.

5. TASKS TO BE PERFORMED:

5.1. Qualified offerors are encouraged to submit a proposal for Information Technology (IT) Hardware, Software, and Associated Services. Firms responding to this RFP are required to meet the following minimum qualifications in order for the respective firms proposal to be considered:

- Successful Offeror(s) Must have been in business for at least five (5) years in providing the products and services being offered in a similar size and scope entity as that of FCG and FCPS
- Offeror(s) are required to submit three (3) references for like products and services from a jurisdiction similar in scope and size to that of FCG and FCPS, where performance has occurred no later than five (5) years from the date this RFP was issued
- Successful Offeror(s) must have a website that provides products and associated pricing for those items being offered. The County desires that the website be capable of providing list price and associated discounts offered, and that a quote may be generated from the site containing this information
- Regardless of whether a quote is generated by a website as stated above, all vendor provided quotes, statement of work (SOW), and the like shall contain, at minimum the following:
 - The contract number assigned by the County
 - List price of Products and/or Service
 - Percentage discount or other means by which a price may be reduced as mutually agreed upon in the contract
 - Extended price
- Successful Offeror(s) should have established space (office and/or warehouse) in which sales, services and support are provided.
- Successful Offeror(s) are required to be authorized to sell the products and/or services being offered. All authorized resellers are required to submit documentation of such for each brand and/or manufacturer being proposed
- All firms responding to this solicitation are required to sign the Fairfax County Department of Information Technology IT Services Provider Consultant / Contractor Agreement and the FCPS Vendor Code of Conduct and Expectations in order to be considered. An authorized representative of the Offeror is required to sign and submit the forms with proposal response. All Successful Offerors(s) employees are required to sign and submit these forms to the applicable FCG and/or FCPS Employee(s) when any work is to be performed under the resultant contract, Ref. Appendix C, Attachments I and II

5.2. ADMINISTRATIVE:

5.2.1 The Successful Offeror(s) must assign a designated customer representative directly associated with the respective FCG and/or FCPS account(s). The representative must be available on a routine basis to assess performance and address administrative and operational matters, and be able to and/or have the authority to immediately act upon any and all requests to resolve matters of reported non-performance and/or be able to remove individuals from assignment upon request from FCG and/or FCPS.

5.2.2 Contractors staff shall be assigned tasks as provided by FCG and/or FCPS, the County reserves the right to interview and accept and/or reject any Contractor proposed personnel. In addition, the County reserves the right to accept and/or reject any Contractor proposed tasks.

SPECIAL PROVISIONS

- 5.2.3 Contractors are required and shall be responsible for maintaining the skills and credentials required in order for its staff to be able to perform during the term of this contract, which shall include criminal background checks as required. The County shall not be responsible to pay for, and/or absorb any such costs.
- 5.2.4 Any breach of FCG and/or FCPS information may be cause for immediate termination of contract. Contractors are required to immediately notify the applicable County personnel upon discovery of such. In addition, the Contractor shall be liable and indemnify the County in any and all matters related to a breach. Contractor shall be responsible to resolve any such incident at the direction of the County which may include but is not limited to notification to the affected party(ies), monetary judgements and/or agreed upon settlement amounts, and measures taken to maintain/regain integrity of the breach.
- 5.3. The County has divided the requirements into three (3) sections as follows:
- Part I – Hardware
Part II – Software
Part III – Associated Services

Offerors may submit a response to one or any combination thereof. The following descriptions are the minimum offerings a firm must be able to provide

Hardware, Software and Associated Services shall be available either direct from the Manufacturer or a Value Added Reseller (herein "VAR"). All hardware and equipment must meet specified energy compliance criteria, as required, which includes (but not limited to) EPA Energy Star compliance. Additionally, more detailed products and specifications for County hardware is listed in Appendix D titled 'Appendix D-Products Specifications and Standards'. Note: Offerors are required to state the brand name(s) being offering.

5.3.1 **Part I - Hardware**

A. **Personal Computer Systems**: - Computer systems shall be Intel-based business grade, computers (PCs) and related system accessories. Accessories shall include mice, keyboards, and other items that facilitate the use of a computer. Products will include operating system license, software media, and documentation in the hardware shipment. All Personal Computers (excluding tablets and portable devices) shall be Windows "LOGO" CERTIFIED BY MICROSOFT. Preferred desktop and laptop PCs comprise brand name computers and accessories which are outlined as Tier I Enterprise Computers in the report, Magic Quadrant for Enterprise Desktop and Notebook PCs, published by the Gartner Research Group. Preferred server equipment comprise brand name products which may include (but not limited to) firms which are listed in Gartner Research Group's Magic Quadrants for blade servers, and server virtualization infrastructure.

- (i.) Standard Business Desktop – will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include operating system license, software media, and documentation in the hardware shipment.
- (ii.) High End Desktop – will be used by application developers using GIS, CASE, or other high level language development tools, Computer Aided Design (CAD) and Drafting professionals, Internet application developers or other sophisticated application work. Product will include operating system license, software media, and documentation in the hardware shipment.

SPECIAL PROVISIONS

- (iii.) **Laptop Computer** – will be used by traveling or remote access users for typical office automation and business productivity use. Laptops shall always have wired and wireless capability. With a port replicator, laptops may also be used as a standard desktop. Product will include operating system license, software media, and documentation in the hardware shipment.
 - (iv.) **Tablets** – will be used by traveling or remote access users for typical office automation and business productivity use. Tablets shall always have wireless capability, and come with wireless and mobile broadband options for connectivity anywhere. Product will include operating system license, software media, and documentation in the hardware shipment.
 - (v.) **Rugged Portable Solutions** – will be used by traveling, remote access, or public safety users such as building inspectors, police officers, and fire and rescue. The rugged laptop solutions should protect from drops, dust, water, extreme temperatures, have sunlight-readable and bright displays with optional resistive touch, come with wireless and mobile broadband options for connectivity anywhere, include an optional in-vehicle docking solution. The product will include operating system license, software media, and documentation in the hardware shipment.
- B. **Networked Workstation (Windows Terminal)** – will be used as an attached device to a local area network (LAN) and wide area network (WAN) allowing remote program load from a network server. Product will include operating system license, software media, and documentation in the hardware shipment.
- C. **Network Server** – will be used as a server in a local area network (LAN) and wide area network (WAN) using Ethernet and IP protocols for workgroups, departments, or in wide area network configurations with a range of multiple attached workstations, printers, and other networked devices. Product will include operating system license, software media, and documentation in the hardware shipment.
- D. **UNIX Based Systems/ Workstations:** High-capacity Systems and workstations such as Sun Microsystems, IBM, HP, DELL, etc. Product will include operating system license, software media, and documentation in the hardware shipment.
- E. **Monitors:** Plug and Play compatible flat screen monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity, and which meets all UL and OSHA requirements including but not limited to: UL 1950, CSA C22.2 No. 950, FCC Rules Part 15 Class B, DHHS Rules 21 CFR, Sub Chapter J, ISO-9241-3, MPRII, TCO99 or TCO95, EPA Energy Star, NUTEK.
- F. **Storage Devices, Services, and Solutions:** Storage devices, services, and solutions that provide scalable storage capacity will enable County agencies and users to increase storage as needed according to their business requirements. The storage devices would allow for the County to deliver more effective application provisioning, business continuity, and resource consolidation. Product will include hardware technical specifications, and device-related documentation in the hardware shipment. The Offerors will provide the County with both purchasing and leasing options for servers and storage. The divestment of IT assets purchased by Fairfax County will comply with the County's IT Disposal policies and standards. The County will also evaluate Offerors solutions for storage management and auditing. Preferred storage equipment shall be comprised of brand name products which may include (but not limited to) firms which are listed in Gartner Research Group's Magic Quadrants for storage technologies.
- G. **Collaboration Tools and Peripherals:** Web/Video/Voice/Tele Conference room technologies which allow for the County to facilitate meetings and increase business productivity. These technologies would include such devices as: large conference room displays, teleconference devices, projectors, webcams, smart board technologies, Audio Visual Products and wireless devices such as keyboards, headsets (wired or wireless headsets), microphones, and mice.

SPECIAL PROVISIONS

H. **COMPUTER AND NETWORK PRODUCTS, PARTS AND PERIPHERALS:** Complete availability of major manufacturers product lines on items such as, but not limited to, RAM, graphics accelerator cards, network interface cards, cables, and peripherals--printers, scanners, modems, drives, keyboards, repair parts, etc. Please note that the network products referred to in this section are limited to those network products used for desktop devices, such as workstations, laptops, tablets, and printers, which includes items like network interface cards, etc.

5.3.2 **Part II - Software**

- A. Commercial-Off-the-Shelf (COTS) Software Packages. Software utilized shall support IT infrastructure which includes, but is not limited to, support of: systems, applications, Active Directory, backups, archiving, security, storage, database, development tools, and monitoring.
- B. Software Site Licenses (right-to-copy utilities provided for hardware utilization).
- C. Hardware Documentation (manuals, tutorials, etc.).
- D. Media Kits.

NOTE: Software maintenance, enhancements, upgrades, subscriptions and the like shall be allowed to be procured under this section.

5.3.3 **Part III – Services (Related and/or Value-Added)**

- A. **Systems Configuration.** The County desires that system lifecycle should be a minimum of 14 months.
- B. **Testing.** The County desires firms have in-house quality assurance and testing process for all built equipment.
- C. **Asset Management.** The County desires asset management and tracking capabilities, which shall include County's ability to access information directly in real time.
- D. **Maintenance.** The County desires Hardware maintenance for warranty and non-warranty support, including time frames.
- E. **Service & Repair.** The County desires a process with proven successful experience in providing hardware service and repairs for warranty and non-warranty support, including time frames.
- F. **Logistical Support.** The County desires a process with proven experience that includes delivery time and scheduling procedures for large quantities (over 150) at one or more locations throughout the County, mass storage, order tracking, delivery of complete components, use of product location (local or non-local), DOA/damaged/missing equipment.
- G. **Imaging.** The County desires a proven process and experience with installation of custom software images and providing services for the delivery of custom images of hard drives using tools similar to other best-in-class enterprise IT deployment and imaging solutions.
- H. **Training.** The County desires a program for technical hardware training for in-house County technical staff and County end users, as well as all other training available for associated Hardware and Software.
- I. **Spare Parts.** The County desires proven experience and ability to provide and deliver spare repair parts. This must include both warranty and out of warranty parts.
- J. **Web Catalog.** The County desires a product catalog which is an electronic, web-based catalog available via the public Internet, including but not limited to capabilities for online ordering, maintaining up-to-date products, as-built product components per tracking number (FFX SKU), repair parts service manuals, pricing, product availability, order tracking and technical support.
- K. **Product Incentives/Credits/Rebates.** The County desires product credit, rebate and/or incentive programs for all purchases.
- L. **Computer Equipment Recovery or Recycling Process.** The County desires a disposal and recycling process with proven experience that has the ability to provide written warranty as to work done, written reports and time frames. Process shall include data destruction procedures, as well as provide proof of assumption of liability for equipment throughout the process.

SPECIAL PROVISIONS

- M. Consulting Services and Solutions. The County desires consulting services and solutions to keep County abreast of new products, changes in technology, advanced specification documentation and other market information such as discontinuation, change of process, and manufactures roadmaps that might affect acquisition and replacement decisions.
 - N. Bulk / Volume Purchases. The County desires a quantity / bulk pricing on computer consumables (e.g., batteries and power supplies). The County may from time to time have the need for a large individual spot purchase, warranting special pricing. Special price discounts not related to spot purchases may be offered to County users. The County reserves the right to seek competition amongst contracted vendors (if applicable).
 - O. Project Management. The County desires firms have proven experience which shall include delivery time and scheduling procedures, mass storage, use of product location (local or non-local), DOA/damaged/missing equipment. Firms must have experience with a group of organized one-time work activities with a specific scope, goals, schedule, budgets and deliverables. For example, implementing new tools or processes to improve productivity, increase quality or reduce costs, and range from large Install/Move/Add/Change projects to Operating System or Network Operating System migration.
 - P. Services. Services related to Hardware and/or Software procured under resultant contract(s).
 - Q. Delivery. All deliveries of hardware shall be required to be inside deliveries, at no additional cost to the County. The County will not accept dock deliveries of hardware. All shipments are required to be FOB destination, inside delivery.
 - R. Lease. The County desires the option to be able to lease (rent) equipment from time to time; at no time shall a lease agreement allow for the County to own the property at the end of the term of such lease.
 - S. Employee Purchase Program. The County desires a employee purchase program (EPP) where such purchases are directly between the Contractor and County Employee. This provision is not a requirement, nor is it used for evaluation purposes.
- 5.4. In addition to the requirements as stated above the Fairfax County Government (FCG) requires Warranties at a minimum as described within this section. Firms must have a warranty processes and level of services which shall include at minimum uplift warranty options and technical support escalation paths.

Minimum requirements are as follows:

5.4.1 FCG (Fairfax County Government) requires a warranty on all Hardware, all warranty work shall be performed at a County designated site(s). Specific to Desktops, the County requires, in addition to a five (5) year warranty, the option to purchase an "accidental damage" protection plan. Specific to laptops, the County requires, in addition to a five (5) year warranty, the option to purchase an "accidental damage" protection plan. Specific to tablets, the County requires, in addition to a three (3) year warranty, the option to purchase an "accidental damage" protection plan. Specific to purchased storage hardware and devices, the County requires, in additional to a standard three (3) year warranty, the option to purchase an "extended warranty" (maintenance) plan.

5.4.2 FCG requires a five (5) year warranty on Servers, all warranty work shall be performed at a County designated site(s) related to County procured servers. Furthermore, the vendor must be able to offer 24 hours a day, 7 days a week troubleshooting and maintenance on-site support, as well as a four (4) hour response time for failed systems, ALL Fairfax County servers are all deemed to be mission-critical Information Technology (IT) assets. In the event of a hardware failure or incident, the Contractor shall be required to ensure service and business continuity of the mission-critical IT asset while performing troubleshooting and diagnostic activities of any County asset.

5.4.3 All other items procured shall have at minimum a one (1) year warranty period from date of County Acceptance of such (not the delivery date). Warranty shall include parts, labor and return delivery costs – the County shall not be liable for any additional charges of any kind.

SPECIAL PROVISIONS

5.4.4 Should the County experience three (3) or more failures, outage and like incidents per device or component thereof, during the expected life cycle of such, the device and/or component shall be considered a “lemon” and the complete device shall be replaced in full with a new equal to or greater than item, at no additional charge to the County. Such replacement shall include all labor costs associated with the replacement of such.

5.5. Fairfax County Public Schools (FCPS) requires a three (3) year warranty on Computers:

COMPUTER WARRANTIES: All desktops, laptops and servers must have a warranty, to include parts and labor. Describe your warranty processes and levels of services including uplift warranty options and technical support escalation paths.

- A. FCPS requires a three (3) year warranty on desktops, laptops, and servers. FCPS will be the primary warranty service provider for Dell laptop computers.
- B. Describe your firm’s process and experience in reimbursement to a customer for customer-performed warranty repairs.
- C. Offerors shall be available to handle any overflow computer repairs. Describe your firm’s repair service: (a) response and completion times, (b) delivery of warranty repair parts and inventory process, (c) customer service roles and responsibilities.
- D. All remaining hardware must have a minimum of one (1) year warranty period from the date of delivery or installation date, if installed, to include parts, labor and all return delivery costs.

5.6. 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-Karrey amendment). This program provides FCPS and FCG the opportunity to receive discounts for certain products and services provided by vendors.

5.6.1. **“E-Rate” Funding Program**

- 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 Priority 1 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 Contractor reasonably can acquire that FCPS may need to prepare E-Rate applications and/or to document transactions eligible for E-Rate support (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 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.

SPECIAL PROVISIONS

- I. Contractor must not be currently debarred from E-rate participation by the Federal Trade Commission (FTC) and immediately notify FCPS/FCG if debarred.

5.7. Reports and Invoicing:

- A. FCG/FCPS requires invoices to be issued in the same format the purchase order. If multiple shipments are required for a single line item on a purchase order, Contractor will issue its invoice for that item, not the components which comprise that item or the components as they are shipped.
- B. Provide a sample invoice.
- C. Please describe your firm's ability to provide consolidated invoices for Hardware with multiple components.
- D. FCG/FCPS will not be liable for any service charges not invoiced within twelve (12) months from the date on which the service was provided.
- E. Contractor must work with FCG/FCPS in good faith to resolve disputed invoices within sixty (60) days of notification by FCG/FCPS and the Contractor will not impose late charges or disconnect service on such disputed invoices, nor require any type of reinstatement fee.
- F. All invoices prepared by the Contractor must reflect the tax-exempt status of FCG/FCPS.
- G. Contractor must identify a primary point of contact for the purpose of invoicing and to address any related issues.
- H. Consolidated shipping will be provided for all orders, unless otherwise requested by FCG/FCPS.
- I. Consolidated invoicing will be provided for all orders, unless otherwise requested by FCG/FCPS.
- J. Original invoices shall be submitted in accordance with the instructions on the County issued purchase order.

6. TECHNICAL PROPOSAL INSTRUCTIONS:

- 6.1. The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.
 - a. Name of firm submitting proposal; main office address, and if applicable location for which sales and services would be provided to the County; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
 - b. Table of Conformance. Offerors are required to submit a completed Table of Conformance, Reference Appendix C, Attachment III. An electronically fillable version is available at <http://www.fairfaxcounty.gov/solicitation> top of page, Section titled "Electronic Attachments for Solicitations listed below".
 - c. Understanding of the problem and technical approach.
 - 1. Statement and discussion of the requirements as they are analyzed by the offeror. At minimum this section shall contain information as to the Offerors proposed website / web catalog (if applicable), County designated representative, and warranty process.
 - 2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.

SPECIAL PROVISIONS

3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
4. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

6.2. Preliminary Work Plan:

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

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

6.3. Treatment of the Issues:

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

6.4. Statement of Qualifications:

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

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.
- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
- e. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.

SPECIAL PROVISIONS

- f. Supplemental Agreements (failure to provide any such agreement may result in your firms response being rejected):
- Fairfax County IT Security Agreement and the FCPS Vendor Code of Conduct and Expectations signed by an authorized representative of the firm. (NOTE – should your firm be awarded a contract, all personnel assigned to work shall be required to sign and submit to the applicable FCG and/or FCPS designated personnel)
 - Any supplemental agreements proposed by your firm to be utilized during the performance of the contract. Such agreements may include but is not limited to maintenance, Service Level Agreement (SLA), Scope of Work (SOW), etc..

7. CONSULTATION SERVICES:

- 7.1. The contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

8. COST PROPOSAL INSTRUCTIONS:

- 8.1. 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. The following information should be submitted as part of the cost proposal:

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

- a. For IT Hardware and Software, Offerors must provide for a percentage discount type structure.
- b. Offerors must provide a price breakdown for each service separately.
- c. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

Caution: Failure to break down cost elements may render the Cost proposal non-responsive.

9. PRICING:

- 9.1. The subsequent contract will be a firm-fixed price agreement and/or a fixed minimum percentage discount. 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.
- 9.2. 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.).
- 9.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)
- 9.4. All pricing and/or rates shall be fully loaded, the County will not pay additional costs of any kind such as shipping, handling, travel, lodging, meals, etc..

10. TRADE SECRETS/PROPRIETARY INFORMATION:

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

SPECIAL PROVISIONS

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

11. CONTACT FOR CONTRACTUAL MATTERS:

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

Teena L. Stewart, CPPB, Contract Specialist
 Department of Purchasing and Supply Management
 Telephone: (703) 324-3227
Teena.stewart@fairfaxcounty.gov

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

12. REQUIRED SUBMITTALS:

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

13. SUBMISSION OF PROPOSAL:

- 13.1. One (1) original (duly marked) and one (1) copy of the Technical proposal, and one (1) original (duly marked) and one (1) copy of the Cost proposal (Appendix B) 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 also required that ten (10) copies of the Technical proposal be provided in a CD format, clearly marked with the offerors name, proposal number, and titled "Technical proposal response", CD's are required to be submitted with the original Technical proposal. It is also required that ten (10) copies of the Cost proposal be provided in a CD format, clearly marked with the offerors name, proposal number, and titled "Cost proposal response", CD's are required to be submitted with the original Cost proposal. The offeror must include a notarized statement that the CD versions are a true copy of the printed version (all attachments must be included in the CD version). Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management
 12000 Government Center Parkway, Suite 427
 Fairfax, Virginia 22035-0013
 Telephone: 703-324-3201

- 13.2. 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 Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic/htm.
- 13.3. 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.

SPECIAL PROVISIONS

- 13.4. 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 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.
- 13.5. Each original (to include CD's) and set of the four (4) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32) shall be submitted with the offers Technical Proposal. Cover sheet shall be placed after index (if any), and marked accordingly.
 - b. Technical proposal as required in the Special Provisions, paragraph 6, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 8, **COST PROPOSAL INSTRUCTIONS**. (Appendix B forms shall be included in the Cost proposal).
- 23.6. 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.

14. LATE PROPOSALS:

- 14.1 Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

15. PERIOD THAT PROPOSALS REMAIN VALID:

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

16. BASIS FOR AWARD:

- 16.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 16.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 16.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.

SPECIAL PROVISIONS

- 16.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 16.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 16.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Qualification of firm with appropriately qualified and experienced personnel.
 - b. Depth of response to the Special Provisions, Section 5, **TASKS TO BE PERFORMED.**
 - c. Depth of response to Special Provisions, Section 6, **TECHNICAL PROPOSAL INSTRUCTIONS.**
 - d. Details of the approach and methodology of program.
 - e. Required FCG and FCPS Supplemental Agreements signed by authorized representative of firm.
 - f. Logical methodology, clearly defined and ease of pricing structure(s).
 - g. Reasonableness of cost proposal(s).
- 16.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 16.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 16.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 16.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 16.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

SPECIAL PROVISIONS**17. INSURANCE:**

- 17.1 The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 17.2 The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
 - c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
 - d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - f. Rating Requirements:
 1. 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.
 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - g. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
 - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
 - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.

SPECIAL PROVISIONS

- 17.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 17.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

18. METHOD OF ORDERING:

- 18.1 The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 18.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. 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.
- 18.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 18.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 18.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

19. REPORTS AND INVOICING:

- 19.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 19.2. 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.

19.3. Part I Hardware / Software Purchase Invoicing:

FCG/FCPS requires invoices to be issued in the same format as that of the purchase order. If multiple shipments are required for a single line item on a purchase order, Contractor will issue its invoice for that item, not the components which comprise that item or the components as they are shipped.

SPECIAL PROVISIONS**19.4 Part II Services Invoicing:**

FCG/FCPS departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each FCG/FCPS department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-e. The Contractor will mail copies of the invoices, as well as the utilization reports, to the individuals identified in the final contract.

- 19.5 FCG/FCPS will not be liable for any service charges not invoiced within twelve (12) months from the date on which the service was provided.
- 19.6 Contractor must work with FCG/FCPS in good faith to resolve disputed invoices within sixty (60) days of notification by FCG/FCPS and the Contractor will not impose late charges or disconnect service on such disputed invoices.
- 19.7 All invoices prepared by the Contractor must reflect the tax-exempt status of FCG/FCPS.
- 19.8 Contractor must identify a primary point of contact for the purpose of invoicing and to address any related issues.
- 19.9 Consolidated shipping will be provided for all orders.
- 19.10 Consolidated invoicing will be provided for all orders.
- 19.11 Original invoices shall be submitted in accordance with the instructions on the purchase order.

20. PAYMENTS:

- 20.1 The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 5, **TASKS TO BE PERFORMED.**

21. CHANGES:

- 21.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 21.2. 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.

22. DELAYS AND SUSPENSIONS:

- 22.1. 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.
- 22.2. 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

SPECIAL PROVISIONS

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.

- 22.3. 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.

23. ACCESS TO AND INSPECTION OF WORK:

- 23.1. 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.

24. PROJECT AUDITS:

- 24.1. 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.
- 24.2. 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.
- 24.3. 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.
- 24.4. 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.
- 24.5. 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.

25. DATA SOURCES:

- 25.1. 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

26. SAFEGUARDS OF INFORMATION:

- 26.1. 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.

27. ORDER OF PRECEDENCE:

- 27.1. 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).

28. SUBCONTRACTING:

- 28.1. 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.dmbes.state.va.us>; local chambers of commerce and other business organizations.
- 28.2. 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.

29. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 29.1. 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).
- 29.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 29.3. 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.
- 29.4. 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.
- 29.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

30. NEWS RELEASE BY VENDORS:

- 30.1. 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**31. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 31.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 31.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

32. HIPAA COMPLIANCE:

- 32.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor 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.
- 32.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

33. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 33.1 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.

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 an 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, 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).

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 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.

General Conditions and Instructions to Bidders

- 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.
- 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, telephonic, 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.

General Conditions and Instructions to Bidders

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 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 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.

General Conditions and Instructions to Bidders

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.
- 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.

General Conditions and Instructions to Bidders

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, 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.

General Conditions and Instructions to Bidders

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.

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.

General Conditions and Instructions to Bidders

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.

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.

General Conditions and Instructions to Bidders

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.
- 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, statues, 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. 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.

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)

General Conditions and Instructions to Bidders

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.

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.

General Conditions and Instructions to Bidders

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.
- 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.

General Conditions and Instructions to Bidders

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 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

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: _____

Listing Of Local Public Bodies

REFERENCE PARAGRAPH 29 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 work shops, government organizations, partnerships, sole proprietorships, etc.



COUNTY OF FAIRFAX
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

Fax: 703-324-3228

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 28, 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.

ATTACHMENT I

**Fairfax County DEPARTMENT OF INFORMATION TECHNOLOGY
IT Services Provider CONSULTANT/CONTRACTOR AGREEMENT
CONCERNING ACCESS TO AND USE OF INFORMATION SYSTEMS AND COMMUNICATIONS TECHNOLOGY
AT FAIRFAX COUNTY, VIRGINIA**

I / this firm _____ working as a consultant/contractor/services provider for Fairfax County Government with access to county technology and communications systems, recognize my/our firm's legal and ethical obligation to conduct work on any Fairfax County information or communications system using computer hardware and devices, and/or software (programming languages, operating systems, databases, third party applications software (COTS) and Web based or 'cloud' applications), system utilities, security solutions, monitoring systems, and, data or voice communications software and electronics, Internet capabilities, etc. and county data/content herein referred to as 'technology', in a responsible manner and within the guidelines of the County's IT Security Policy and/or firm's contract. My/our purpose in using computer based technology is to perform work for the Fairfax County Department of Information Technology (DIT) in support of Fairfax County Government, and therefore we are 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, data, the network, internet, and, Fairfax County computer center(s), IT galleries, server rooms, network core facilities, third party hosting centers, and 'clouds' where county services are provided, I/we agree that:

I/our firm possess the professional credentials that I or my firm has represented in being hired to perform my/our duty and assignments, and that I/our firm representatives have successfully passed a certifiable criminal background check.

I/our firm 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 our job assignments and responsibilities as defined by my/my firm's contract and assignment with the County. I/we will not use Fairfax County technology systems to disclose any information available or acquired from Fairfax County 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 DIT. I/we understand that any work I/we perform for Fairfax County that develops systems, logic, or data is the property of Fairfax County, and I/we cannot take or send such products without express permission of appropriate Fairfax County authority. I/we 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 a user agency administers, such as for HIPAA or other Data Privacy/Cyber Security laws.

I/ our firm 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/we will not deliberately violate any copyright laws or agreements states or implied in my/our use of the software. I/we recognize that to do so makes me/my company liable for any applicable penalties and may lead to my/our firm's immediate dismissal from the County's engagement.

I/our firm further understands that the deliberate misuse of Fairfax County technology, data, and/or 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/we understand that our firm may be liable and may be liable to include immediate release from the engagement for breach of the Fairfax County IT Security Policy, and possible prosecution for the actions of my/this firms actions in the destruction of County property. I/we further understand and recognize that there are criminal penalties for misusing government information and for the improper use of government information.

I/we have completely read and fully understand the terms of this agreement and accept these terms.

Name of Firm

Consultant/Representative Signature

Firm Authorized Representative

Date

Date

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

ISO

Date

ATTACHMENT II

Department of Information Technology

**FAIRFAX COUNTY
PUBLIC SCHOOLS**

Field Information Systems, Information Technology
4107 Whitacre Road
Fairfax, VA 22032

FCPS Vendor Code of Conduct and Expectations

As an FCPS vendor, your employees will be expected to comply with section ten (X) 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.

ATTACHMENT II

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 at FCPS 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.

Company: _____

Employee Name: _____

Signed: _____

Date: _____

ATTACHMENT III
TABLE OF CONFORMANCE

*Proposed by the respondent [P]
*Not Proposed by respondent [NP]

RFP PROVISION	Proposed Y / N	Comply with RFP requirements Y/N (as applicable)	Page Number of Offerors Response
Tasks to be Performed 5.1			
Successful Offeror(s) Must have been in business for at least five (5) years in providing the products and/or services being offered in a similar size and scope entity as that of FCG and FCPS.			
Offeror(s) are required to submit three (3) references for like products and/or services from a jurisdiction similar in scope and size to that of FCG and FCPS, where performance has occurred no later than five (5) years from the date this RFP was issued.			
Successful Offeror(s) must have a website that provides products and associated pricing for those items being offered. The County desires that the website be capable of providing list price and associated discounts offered, and that a quote may be generated from the site containing this information.			
All quotes, Scopes of Work (SOW), and the like shall contain, at minimum the following: Contract number assigned by the County, List price of Products and/or Service, Percentage discount or other means by which a price may be reduced as mutually agreed upon in the contract, and extended price.			
Established space (office and/or warehouse) in which sales, services and support are provided. The County desires a local space but is not a requirement to be considered.			
Successful Offeror(s) are required to be authorized to sell the products and/or services being offered. All authorized resellers are required to submit documentation of such for each brand and/or manufacturer being proposed.			
All firms responding to this solicitation are required to sign the Fairfax County Department of Information Technology IT Services Provider Consultant / Contractor Agreement and the FCPS Vendor Code of Conduct and Expectations in order to be considered. Ref. Appendix C, Attachments I and II.			
Successful Offeror(s) employees are required to sign and submit the Fairfax County Department of Information Technology IT Services Provider Consultant / Contractor Agreement and the FCPS Vendor Code of Conduct and Expectations during the term of the contract.			
ADMINISTRATIVE 5.2			
5.2.1. The Successful Offeror(s) must assign a designated customer representative directly associated with the respective FCG and/or FCPS account(s).			
5.2.2. Contractors staff shall be assigned tasks as provided by FCG and/or FCPS, the County reserves the right to interview and accept and/or reject any Contractor proposed personnel. In addition, the County reserves the right to accept and/or reject any Contractor proposed tasks.			
5.2.3 Contractors are required and shall be responsible for maintaining the skills and credentials required in order for its staff to be able to perform during the term of this contract, which shall include criminal background checks as required. The County shall not be responsible to pay for, and/or absorb any such costs.			
5.2.4. Any breach of FCG and/or FCPS information may be cause for immediate termination of contract. Contractors are required to immediately notify the applicable County personnel upon discovery of such. In addition, the Contractor shall be liable and indemnify the County in any and all matters related to a breach. Contractor shall be responsible to resolve any such incident at the direction of the County which may include but is not limited to notification to the affected party(ies), monetary judgements and/or agreed upon settlement amounts, and measures taken to maintain/regain integrity of the breach.			
PART I, HARDWARE			
A. PERSONAL COMPUTER SYSTEMS			
B. NETWORKED WORKSTATION (WINDOWDS TERMINAL)			
C. NETOWRK SERVER			
D. UNIX BASED SYSTEMS / WORKSTATIONS			
E. MONITORS			

ATTACHMENT III
TABLE OF CONFORMANCE

RFP PROVISION	Proposed Y / N	Comply with RFP requirements Y/N (as applicable)	Page Number of Offerors Response
F. STORAGE DEVICES, SERVICES AND SOLUTIONS			
G. COLLABORATION TOOLS AND PERIPHERALS			
H. COMPUTER AND NETWORK PRODUCTS, PARTS AND PERIPHERALS			
5.3.2 PART II, SOFTWARE			
A.Commercial-Off-the-Shelf (COTS) Software Packages. Software utilized shall support IT infrastructure which includes, but is not limited to, support of: systems, applications, Active Directory, backups, archiving, security, storage, and monitoring.			
B.Software Site Licenses (right-to-copy utilities provided for hardware utilization).			
C.Hardware Documentation (manuals, tutorials, etc.).			
D.Media Kits.			
5.3.3 PART III, Services (Related and/or Value-Added)			
A.Systems Configuration. The County desires that system lifecycle should be a minimum of 14 months.			
B.Testing. The County desires firms have in-house quality assurance and testing process for all built equipment.			
C.Asset Management. The County desires asset management and tracking capabilities, which shall include County's ability to access information directly in real time.			
D.Maintenance. The County desires Hardware maintenance for warranty and non-warranty support, including time frames.			
E.Service & Repair. The County desires a process with proven successful experience in providing hardware service and repairs for warranty and non-warranty support, including time frames.			
F.Logistical Support. The County desires a process with proven experience that includes delivery time and scheduling procedures for large quantities (over 150) at one or more locations throughout the County, mass storage, order tracking, delivery of complete components, use of product location (local or non-local), DOA/damaged/missing equipment.			
G.Imaging. The County desires a proven process and experience with installation of custom software images and providing services for the delivery of custom images of hard drives using tools similar to other best-in-class enterprise IT deployment and imaging solutions.			
H.Training. The County desires a program for technical hardware training for in-house County technical staff and County end users. And all other training available for associated Hardware and Software.			
I.Spare Parts. The County desires proven experience and ability to provide and deliver spare repair parts. This must include both warranty and out of warranty parts.			
J.Web Catalog. The County desires a product catalog which is an electronic, web-based catalog available via the public Internet, including but not limited to capabilities for online ordering, maintaining up-to-date products, as-built product components per tracking number (FFX SKU), repair parts service manuals, pricing, product availability, order tracking and technical support.			
K.Product Incentives/Credits/Rebates. The County desires product credit, rebate and/or incentive programs for all purchases.			
L.Computer Equipment Recovery or Recycling Process. The County desires a disposal and recycling process with proven experience that has the ability to provide written warranty as to work done, written reports and time frames. Process shall include data destruction procedures, as well as provide proof of assumption of liability for equipment throughout the process.			
M.Consulting Services and Solutions. The County desires consulting services and solutions to keep County abreast of new products, changes in technology, advanced specification documentation and other market information such as discontinuation, change of process, and manufactures roadmaps that might affect acquisition and replacement decisions.			
N.Bulk / Volume Purchases. The County desires a quantity / bulk pricing on computer consumables (e.g., batteries and power supplies). The County may from time to time			

ATTACHMENT III
TABLE OF CONFORMANCE

RFP PROVISION	Proposed Y / N	Comply with RFP requirements Y/N (as applicable)	Page Number of Offerors Response
have the need for a large individual spot purchase, warranting special pricing. Special price discounts not related to spot purchases may be offered to County users. The County reserves the right to seek competition amongst contracted vendors (if applicable).			
O.Project Management. The County desires firms have proven experience which shall include delivery time and scheduling procedures, mass storage, use of product location (local or non-local), DOA/damaged/missing equipment. Firms must have experience with a group of organized one-time work activities with a specific scope, goals, schedule, budgets and deliverables. For example, implementing new tools or processes to improve productivity, increase quality or reduce costs, and range from large Install/Move/Add/Change projects to Operating System or Network Operating System migration.			
P.Services. Services related to Hardware and/or Software procured under resultant contract(s).			
Q.Delivery. All deliveries of hardware shall be required to be inside deliveries, at no additional cost to the County. The County will not accept dock deliveries of hardware. All shipments are required to be FOB destination, inside delivery.			
R.Lease. The County desires the option to be able to lease (rent) equipment from time to time; at no time shall a lease agreement allow for the County to own the property at the end of the term of such lease.			
S.Employee Purchase Program. The County desires an Employee Purchase Program (EPP) where such purchases are directly between the Contractor and County Employee. This provision is not a requirement, nor is it used for evaluation purposes.			
Warranties 5.4			
5.4.1 Fairfax County requires a warranty on all Hardware, all warranty work shall be performed at a County designated site(s). Specific to Desktops, the County requires, in addition to a five (5) year warranty, the option to purchase an "accidental damage" protection plan. Specific to laptops, the County requires, in addition to a five (5) year warranty, the option to purchase an "accidental damage" protection plan. Specific to tablets, the County requires, in addition to a three (3) year warranty, the option to purchase an "accidental damage" protection plan. Specific to purchased storage hardware and devices, the County requires, in additional to a standard three (3) year warranty, the option to purchase an "extended warranty" (maintenance) plan.			
5.4.2 Fairfax County requires a five (5) year warranty on Servers, all warranty work shall be performed at a County designated site(s) related to County procured servers. Furthermore, the vendor must be able to offer 24 hours a day, 7 days a week troubleshooting and maintenance on-site support, as well as a four (4) hour response time for failed systems, ALL Fairfax County servers are all deemed to be mission-critical Information Technology (IT) assets. In the event of a hardware failure or incident, the Contractor shall be required to ensure service and business continuity of the mission-critical IT asset while performing troubleshooting and diagnostic activities of any County asset.			
5.4.3 All other items procured shall have at minimum a one (1) year warranty period from date of County Acceptance of such. Warranty shall include parts, labor and return delivery costs – the County shall not be liable for any additional charges of any kind.			
5.4.4 Should the County experience three (3) or more failures, outage and like incidents per device or component thereof, during the expected life cycle of such, the device and/or component shall be considered a "lemon" and the complete device shall be replaced in full with a new equal to or greater than item, at no additional charge to the County. Such replacement shall include all labor costs associated with the replacement of such.			
5.5. Fairfax County Public Schools (FCPS) requires a three (3) year warranty on Computers. All desktops, laptops and servers must have a warranty, to include parts and labor. All remaining hardware must have a minimum of one (1) year warranty period from the date of delivery or installation date, if installed, to include parts, labor and all return delivery costs.			
5.6 E-Rate:			

ATTACHMENT III
TABLE OF CONFORMANCE

RFP PROVISION	Proposed Y / N	Comply with RFP requirements Y/N (as applicable)	Page Number of Offerors Response
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-Karrey amendment). This program provides FCPS and FCG the opportunity to receive discounts for certain products and services provided by vendors.			
5.6.1. "E-Rate" Funding Program"			
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 Priority 1 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 is 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 E-Rate Consultant in a timely manner, within the pposted E-Rate deadlines, all of the information and documentation that the Contractor has or that Contractor reasonably can acquire that FCPS my need to prepare E-Rate applications and/or to transaction eligible for E-Rate support (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 iinelgible for E-Rate funding.			
H. Contractor must not be currently on red light status by Universal Service Administration Company (USAC) and immediately notify FCP/FCG if placed on red light status.			
I. Contractor must not be currently debarred from E-Rate participation by the Federal Trade Commission (FTC) and immediately notify FCPS/FCG if debarred.			
5.7. Reports and Invoicing:			
A.FCP/FCPS requires invoices to be issued in the same format as the County issued Purchase Order. If multiple shipments are required for a single line item on a purchase order, Contractor will issue its invoice for that item, not the components which comprise that item or the components as they are shipped.			
B.Provide sample invoice.			
C.Please describe your firm's ability to provide consolidated invoices for Hardware with multiple components.			
D.FCG/FCPS will not be liable for any charges not invoiced within twelve (12) months from the date on which the service and/or products was provided.			
E. Contractor must work with FCG/FCPS in good faith to resolve disputed invoices within sixty (60) days of notification by FCG/FCPS and the Contractor will not impose late charges or disconnect services on such disputed invoices, nor require any type of reinstatement fee.			
F.All invoices prepared by the Contractor must reflect the tax-exempt status of FCG/FCPS.			
G.Contractor must identify a primary point of contact for the purpose of invoicing and to address any related issues.			
H.Consolidated shipping will be provided for all orders unless otherwise requested by FCG/FCPS.			
I.Consolidated invoicing will be provided for all orders unless otherwise requested by FCG/FCPS.			
J.Original invoices shall be submitted in accordance with the instructions on the County issued purchase order.			
9. PRICING			

ATTACHMENT III
TABLE OF CONFORMANCE

RFP PROVISION	Proposed Y / N	Comply with RFP requirements Y/N (as applicable)	Page Number of Offerors Response
9.1. The subsequent contract will be a firm-fixed price agreement and/or a fixed minimum percentage discount. 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.			
9.4. All pricing and/or rates shall be fully loaded, the County will not pay additional costs of any kind such as shipping, handling, travel, lodging, meals, etc.			



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

DEC 4 - 2015

CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Attention: Kimberly Sherwood, CDW-G Proposal Writer II

Reference: IT Hardware, Software, and Related Services

Dear Ms. Sherwood:

Acceptance Agreement

Contract Number: 4400006325

This acceptance agreement signifies a contract award for IT Hardware, Software, and Related Services. The period of the contract shall be from Date of Award through Five Years from Date of Award, with five one-year renewal options.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnette Robinson, at 703-324-3281 or via e-mail at Lonnette.Robinson@fairfaxcounty.gov.

Sincerely,

c. GoJh
Director/County Purchasing Agent

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP2000001273

The County of Fairfax (hereinafter called the County) and CDW-G (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

- a. The County's Request for Proposal RFP2000001273 and all Addenda;
- b. The Contractor's Technical Proposal dated October 7, 2014;
- c. The Contractor's Best and Final Cost Proposal dated August 3, 2015;
- d. This Memorandum of Negotiation;
- e. County purchase order;
- f. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following:

1. The Contractor agrees that the leasing options offered in our proposal will not be used and that we will not direct any Fairfax County agency or Fairfax County Public Schools to use the Tax Exempt Master Lease Agreement, (Contract number: 4400005795), if interested in leasing IT hardware via any contract awarded based on this RFP.
2. Fairfax County agrees to the Contractor's proposed revisions to page 48 of the RFP described in Revised Legal Clarifications sent to Fairfax County on July 1, 2015; such revisions shall be included in the resulting contract as follows:

"Failing to adhere to the applicable written policies and regulations of Fairfax County Public Schools as provided to vendor prior to coming on site."

3. The firm fixed priced desktops, laptops, and server models from the Contractor include a manufacturer's five-year warranty. Any other model requested by the County will also have a 5 year warranty quoted as part of the solution.

The Contractor has the ability to order a warranty and tie it back to a specific machine using its serial number and manufacturer part number, typically within 30 days of original invoice.

4. The Contractor will provide enhanced cost saving price schedule, as follows:

The Contractor has reallocated the 1% contract participation fee, and included it as an upfront discount of 1%, reflected in the discount schedule shown in the pricing document. This change will enable the County to achieve a minimum of 1% additional savings from the May 1, 2015 prior submission.

Department of Purchasing & Supply Management

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Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

5. The Contractor offers asset disposition through a third party asset disposition service provider. To the extent the Contractor offers asset disposition, it acts as a rebiller only, with no liability to the County for the asset disposition services, and the purchaser must sign an agreement directly with the asset disposition services provider.
6. The Contractor agrees that the warranty period will not start until inspection and acceptance has occurred by the County.
7. The Contractor confirms that payment will not take place until the items have been received by the County with the appropriate time for inspection and acceptance and an appropriate invoice has been received.
8. Return Restrictions are as follows:
 - ▶ Defective Product Returns: The Contractor agrees to offer the County a 45 day return policy for defective products only;
 - ▶ Restricted, Repair-Only Returns: This Restriction no longer applies and can be removed from consideration, as the Contractor no longer offers direct repair services for product sold.
 - ▶ Restricted, Manufacturer-Only Assistance:
The following manufacturer products shall be governed by our Restricted, Manufacturer-Only Assistance return policy:
 - ▶ Cisco (Direct purchases only, does not apply to CDW stock Cisco Items)
 - ▶ HP (Built/Configured-to-Order systems only)
 - ▶ Apple (Built/Configured-to-Order systems only)
 - ▶ F5
 - ▶ EMC
 - ▶ NetApp
 - ▶ Meraki
 - ▶ Citrix
 - ▶ Any custom laser-etched items

In addition to the above, any one-off purchases on this contract for products of vendors or manufacturers that are not carried within the Contractor's product line **shall** be governed by our Restrictive, Manufacturer-only Assistance return policy. When quoting, the Contractor will disclose when a product is not carried within the Contractor's product line.
9. **Credits** - The Contractor agrees that any credits for returns will be issued to offset the original invoice of the item that was returned.
10. **RMAs** - The Contractor agrees to 10 days for RMAs. The Contractor agrees to allow the County to ship returned products using materials other than the original containers, as long as the hardware is packed so that further damage does not occur during shipment.
11. To the extent a SOW conflicts with the awarded contract, the terms in the awarded contract will control. The SOW submitted with the Contractor's response is a template only and may be negotiated before each service engagement.

12. The Contractor agrees that any additional freight charges will be quoted/pre-approved prior to a Purchase Order being issued to the Contractor.
13. For specific projects any quoted pricing listed in the Statement of Work will be in accordance with any discounts and/or labor rates identified in the Contractor's proposal.
14. The Contractor confirms acceptance that any future price increases will be in accordance with the RFP.
15. The Contractor confirms that the rates indicated starting on page 12 of our cost proposal is not to exceed rates.
16. If the County elects to use the Lenovo or HP self-maintenance plans, the parties will negotiate the terms and conditions of those agreements at that time.
17. HP's Self-Maintainer Program has \$0 annual purchase volume threshold requirements for state and local and education accounts.

Reference Page 203 - Customer Responsibilities.

18. There are no hidden rates with Care Packs. The contract team will be upfront with costs. Time and material charges typically only apply to out of warranty or no warranty products.
19. The HP support organization does not and will not access Fairfax County Government's systems without prior approval from the customer.
20. "Timely" is defined by the Terms and Conditions of the Care Pack that has been purchased. Below is an example of the Care Pack options and the turn-around response times by an HP technician.

Reference Page 204 - Coverage.

21. HP will always advise a customer of additional charges in advance and will obtain approval and authorization prior to conducting service.
22. HP will not make changes to the Care Pack terms and conditions contained within the contract, without the County's knowledge and approval.

ACC

Dario Berocchi, Sr. Manager Program Sales
CDW Government LLC

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c.9:lilfthfr

Department of Purchasing and Supply Management

12/2/15
Date



County of Fairfax, Virginia

AMENDMENT

MAY 23 2016

AMENDMENT NO. 1

CONTRACT TITLE: IT Hardware, Software, and Related Services

CONTRACTOR

CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

SUPPLIER CODE

1000011648

CONTRACT NO.

4400006325

By mutual agreement, Contract 4400006325 is hereby amended to add the following products and services at the identified discount rate from vendor catalog per Attachment A.

All other discounts, terms and conditions remain unchanged.

ACCEPTANCE:

~~BY 1-4~~
Signature)

Manager, Program Management
(Title)

Amanda Ewertowski
(Printed)

04/15/2016
(Date)

1 .Q..
Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPO
Contracts Manager



DISTRIBUTION:

Finance - Accounts Payable/e
DIT - Tonya **MiUs/e**
DIT - Ron Shoram/e
FCPS/IT - Jean Welsh/e
Contractor

Contract Specialist - Lonneta Robinson
ACS, Team 1-J. Waysome--Tomlin

ATTACHMENT A

Product Type	CDWG Fairfax GOV Discount Schedule
DELL Accessories	5.50%
DELL Power, Cooling & Racks	5.25%
DELL Desktop Computers	5.50%
DELL Data Storage/Drives	5.25%
DELL Enterprise Storage	9.00%
DELL Digital Imaging-Camera/Scanner	5.25%
DELL Servers & Server Management	7.00%
DELL Services (CDW Delivered)	0.00%
DELL Notebook/Mobile Devices	6.50%
DELL NetComm Products	10.00%
DELL Medical Carts/Office Equipment	7.50%
DELL Printers	5.25%
DELL Printer Supplies	5.00%
DELL Services (3rd Party / OEM Delivered)	5.00%
DELL Training (3rd Party / OEM Delivered)	5.00%
DELL Software	8.50%
DELL Telephony	6.00%
DELL Memory/System Components	15.00%
DELL Video/Monitors/Cards/Projector	5.50%
DELL Cables	17.00%



County of Fairfax, Virginia

AMENDMENT

Date:

OCT 07 2020

AMENDMENT NO. 2

CONTRACT TITLE: IT HARDWARE, SOFTWARE & SERVICES

CONTRACTOR

CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

SUPPLIER CODE

100011648

CONTRACT NO.

4400006325

By mutual agreement, Contract 4400006325 is amended to renew for one (1) year at existing prices, terms and conditions, effective December 5, 2020 through December 4, 2021. This is the first of five (5) renewal options.

Please provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:


BY: _____
(

Dario J. Bertocchi
(Printed)

Director, Program Sales
(Title)

September 30, 2020
(Date)

Steve Pierson, CPPB
Manager

 Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Dept. of Finance - Accounts Payable/e
DIT - Michelle Breckenridge/e
DIT - Tanesha Sherrod/e
FCPD - Jean Welsh/e
Contractor - timyoun@cdwg.com

Contract Specialist Supervisor - Jamie Pun
ACS, Team 1 - Cynthia Parker

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228



AMENDMENT

date:8/30/2021

AMENDMENT NO. 3

CONTRACT TITLE: IT HARDWARE, SOFTWARE & SERVICES

CONTRACTOR
CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

SUPPLIER CODE
1000011648

CONTRACT NO.
4400006325

By mutual agreement, Contract 4400006325 is renewed for two (2) year at existing prices, terms, and conditions, effective December 5, 2021 through December 4, 2023. There are two (2) renewal options available.

Provide a current Certification of Insurance (COi) in accordance with the CONTRACT INSURANCE PROVISIONS, Special Provisions, Section 17 within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY:
(Signature)

Anup Sreedharan
(Printed)

Sr. Manager, Program Management

(Title)

Aug 27, 2021
(Date)

DocuSign Envelope ID: it-P (.JpfJ. (ftJrAd- SpuiAlist \$LafUWS6r
FOR c'athyA.t.ru'se, CPPO
Director/County Purchasing Agent

DISTRIBUTION:
Finance - Accounts Payable/e
DIT - Michelle Breckenridge/e
DIT- Tanesha Sherrod/e
FCPS - Welsh, Jean, jrwelsh@fcps.edu
Contractor - timyoun@cdwq.com

Contracts Specialist II - Yong Kim
ACS, Team 1 -Cynthia Parker

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement/
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228



County of Fairfax, Virginia

AMENDMENT

Date: 210212022

AMENDMENT NO. 4

CONTRACT TITLE: IT HARDWARE, SOFTWARE & SERVICES

CONTRACTOR
CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

SUPPLIER CODE
1000011648

CONTRACT NO.
4400006325

By mutual agreement, Contract 4400006325 is amended to add the Coronavirus State and Local Fiscal Recovery Funds Federal Contract Terms and Conditions.

As Fairfax County is utilizing federal Coronavirus State and Local Fiscal Recovery Funds for this purchase, the contractor agrees to the attached Federal Terms and Conditions (Attachment A) without exception.

All other terms and conditions remain the same.

ACCEPTANCE:

BY: _____
(Signature)

Director, Program Sales

(Title)

Dario Bertocchi
(Printed)

02/01/2022
(Date)

IrDocuSigned by:

11

for Lee Ann Pender, CPPB
Acting Director/County Purchasing Agent

DISTRIBUTION:

Finance - Accounts Payable/e
DIT - Michelle Breckenridge/e
DIT- Tanesha Sherrod/a
FCPS - Welsh, Jean, jrwelsh@fcps.edu
Contractor - timyoun@cdwq.com

Contracts Specialist II - Yong Kim
ACS, Team 1 -Cynthia Parker

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Fairfax, VA 22035-0058
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

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**Attachment A: Coronavirus State and Local Fiscal Recovery Fund
Federal Contract Terms and Conditions**

- A. **Nondiscrimination-** In performing this contract, CONTRACTOR will not exclude a person from participating in, deny them a benefit of, or discriminate against them because of race, color, religion, national origin, sex, disability, or age. *See* 42 U.S.C.A. § 2000d *et seq.*; 42 U.S.C.A. § 3601 *et seq.*; 42 U.S.C.A. § 6101 *et seq.*; 29 U.S.C.A § 794; 42 U.S.C.A § 12132; and 49 U.S.C.A. § 5332. The CONTRACTOR also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. *See* 29 U.S.C.A. § 623; 42 U.S.C.A. § 12101. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations regarding the subject matter of this clause.
- B. **Recycled Products** - CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- C. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C.1251-1387)**, as amended-CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations of these standards by the CONTRACTOR must be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).
- D. **Debarment and Suspension.** CONTRACTOR certifies, by execution of Attachment B, that neither it nor any of its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- E. **Byrd Anti-Lobbying Amendment.** CONTRACTOR certifies by execution of Attachment C that it adheres to the federal restrictions on lobbying using federal funds.
- F. **Termination for Convenience.** This Contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price, as determined by the Purchasing Agent, will be made for completed service, but no amount will be allowed for anticipated profit on unperformed services.
- G. **Termination for Cause**
1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. 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.
 2. Termination of the Contract for Cause does not relieve the Contractor 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.
- H. **Prohibition on certain telecommunications and video surveillance services or equipment.** CONTRACTOR certifies that equipment, services, or systems used in covered telecommunications equipment and provided to the COUNTY is not produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications

Attachment A: Coronavirus State and Local Fiscal Recovery Fund Federal Contract Terms and Conditions

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities}.

I. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

1. CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). CONTRACTOR must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. CONTRACTOR must pay wages not less than once a week. By executing this Contract, CONTRACTOR accepts the Department of Labor wage determination for this work.
2. CONTRACTOR must comply with the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

J. Program Fraud, False or Fraudulent Statements, and Related Acts

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et. seq.* and all appropriate federal agency regulations apply to CONTRACTOR's actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. In addition to other penalties that may be applicable CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor, to the extent the Federal Government deems appropriate. Finally, CONTRACTOR acknowledges that that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this CONTRACT, the Federal Government reserves the right to impose the additional penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on the Contractor, to the extent the Federal Government deems appropriate.
2. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

K. Interest of Members of Congress

No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

L. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress.
 - b. An Inspector General.

Attachment A: Coronavirus State and Local Fiscal Recovery Fund Federal Contract Terms and Conditions

- c. The Government Accountability Office.
 - d. A Treasury employee responsible for contract or grant oversight or management.
 - e. An authorized official of the Department of Justice or other law enforcement agency.
 - f. A court or grand jury; and/or
 - g. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- M. The CONTRACTOR must also comply with the following special conditions specific to these Federal funds:
1. **Reporting.** CONTRACTOR agrees to comply with any reporting obligations established by the United States Department of the Treasury (Treasury) as related to this Contract. CONTRACTOR acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 2. **Maintenance of and Access to Records.**
 - a. CONTRACTOR must maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, has the right of access to records (electronic and otherwise) of the CONTRACTOR in order to conduct audits or other investigations.
 - c. Records must be maintained by CONTRACTOR through December 31, 2031.
 3. **Conflict of Interest.** CONTRACTOR understands and agrees if subcontractors are used in fulfilling CONTRACTOR's obligations under the Contract, the CONTRACTOR must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this contractor. CONTRACTOR must disclose in writing to Treasury or the County, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
 4. **Compliance with Applicable Law and Regulations.**
 - a. CONTRACTOR agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to these funds include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - iv. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - v. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - vi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

**Attachment A: Coronavirus State and Local Fiscal Recovery Fund
Federal Contract Terms and Conditions**

- vii. Generally applicable federal environmental laws and regulations.
5. **Remedial Actions.** If Treasury imposes additional conditions on the County regarding the receipt of a subsequent tranche of future award funds, if any, or takes other available remedies as set forth in 2 C.F.R. § 200.339, the CONTRACTOR will be bound by those additional conditions or remedies, as applicable. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments to the CONTRACTOR are subject to recoupment as provided in section 603(e) of the Act or by the County.
6. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Contractor] by the U.S. Department of the Treasury."
7. **Debts Owed the Federal Government.**
- a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 603(e) of the Act and have not been repaid by the CONTRACTOR shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment unless other satisfactory arrangements have been made or if the CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 16.F.I.. Treasury will take any actions available to it to collect such a debt.
8. **Disclaimer.**
- a. The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by CONTRACTOR does not in any way constitute an agency relationship between the United States and Contractor.
9. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), CONTRACTOR is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR is encouraged to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.
11. **SAM.gov Registration.** Pursuant to Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, the Contractor is required to maintain an active SAM.gov registration.

Attachment A: Coronavirus State and Local Fiscal Recovery Fund
Federal Contract Terms and Conditions

FOR COMPLETION BY CONTRACTOR:

Legal Name:	CDW Government LLC
City and Zip:	Vernon Hills, IL 60061
1. SAM Registration:	<p>Please provide the following:</p> <p>a. Contractor's DUNS#: Click or tap here to enter text. 026157235</p> <p>b. Contractor's Unique Entity ID# (SAM.gov): Click or tap here to enter text. PHZDZ8SJSCM 1</p> <p>c. Contractor's SAM Registration Expiration Date: Click or tap here to enter 21 December 2022</p> <p><i>To remain active, complete the registration and update at least every 12 months at https://www.sam.gov/</i></p>
2. In the preceding fiscal year did your organization:	<p>a. Receive 80% or more of annual gross revenue from federal procurement contracts (and subcontract) and Federal Financial assistance (grants, loans, subgrants, and/or cooperative agreements); and</p> <p>b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and</p> <p>c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.</p> <p>NO</p> <p>D YES (The names and total compensation of the top 5 highly compensated officials must be reported to the County. <i>(Total compensation includes cash and non-cash value earned during the past fiscal year including salary and bonus; awards of stock, stock options and stock appreciation rights; and severance and termination payments, and value of life insurance paid on behalf of the employee, and applicable OMB guidance).</i></p>

Attachment B: Debarment and Suspension

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Contractor entering into this Contract.

1. The Contractor certifies, to the best of its knowledge and belief:
 - a. that neither the Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded 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;
 - b. that neither the Contractor nor its Principals have had within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. that neither the Contractor nor its Principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - d. that neither the Contractor nor its Principals have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
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 Contractor shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Contract, the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Additionally, where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
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 Contractor rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Contract for default.

Printed Name of Representative: Dario Bertocchi

Signature/Date: *U:C* 02/01/2022

Company Name: CDW Government LLC

Address: 230 N. Milwaukee Ave

City/State/Zip: Vernon Hills, IL 60061

DUNS No: 026157235

Attachment C: Byrd Anti-Lobbying Certification
31 U.S.C. 1352 et seq.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federat appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying,» in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying." 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et.seq.)
3. The undersigned shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Printed Name of Representative: Dario Bertocchi

Signature/Date:  02/01/2022

Company Name: COW Government LLC

Address: 230 N. Milwaukee Ave

City/State/Zip: Vernon Hills, IL 60061

DUNS No: 026157235



County of Fairfax, Virginia

AMENDMENT

Date: 7/27/2023

AMENDMENT NO. 5

CONTRACT TITLE: IT HARDWARE, SOFTWARE & SERVICES

CONTRACTOR
CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

SUPPLIER CODE
1000011648

CONTRACT NO.
4400006325

By mutual agreement, Contract 4400006325 is renewed for one (1) year at existing prices, terms, and conditions, effective December 5, 2023 through December 4, 2024. This is the fourth of five renewal options available.

Provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, Special Provisions, Section 17 within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY:

(Signature)

VP Contracting Operations

(Title)

Dario Bertocchi

(Printed)

Jul 25, 2023

(Date)

Accepted by:

FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:

Finance - Accounts Payable/e
DIT - Michelle Breckenridge/e
DIT - Tanesha Sherrod/e
FCPS • Welsh, Jean. jwelsh@fcps.edu
Contractor- timyoun@cdwg.com

Contracts Specialist III -Yong Kim
ACS, Team 1

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035•0013

Website: www.fairfaxcounty.gov/procurement

Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228



County of Fairfax, Virginia

AMENDMENT

8/15/2024

AMENDMENT_NO.6

CONTRACT TITLE: IT HARDWARE, SOFTWARE & SERVICES

CONTRACTOR
CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

SUPPLIER CODE
1000011648


CONTRACT NO.
4400006325

By mutual agreement, Contract 4400006325 is renewed for one (1) year at existing prices, terms, and conditions, effective December 5, 2024, through December 4, 2025. This is the last renewal option available.

Provide a current Certification of Insurance (COi) in accordance with the CONTRACT INSURANCE PROVISIONS, Special Provisions, Section 17 within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:


.a, _

BY: 
(Signature)

Sr. Manager
(Title)

Anup Sreedharan
(Printed)

Aug 12, 2024
(Date)

Docu81gMd by:

2F70AAE5417543
FOR: Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance - Accounts Payable/e
DIT - Michelle Breckenridge/e
DIT - Tanesha Sherrod/e
FCPS - Welsh, Jean. jrwelsh@fcps.edu
Contractor - timyoun@cdwa.com

Contracts Specialist III - Yong Kim
ACS, Team 1 - Roxanna Vazquez

Department of Procurement & Material Management
12000 Government Center Parkway, Suite427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement/
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228