

# CITY CLERK ORIGINAL

C-10000  
06/09/2015

LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
NEOGOV

for

**Human Resources Department Subscription Software Licensing**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this <sup>9<sup>th</sup></sup> day of *June*, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and GovernmentJobs.com, Inc. d.b.a. NEOGOV, a California Corporation, authorized to do business in the State of Arizona, ("Contractor"), collectively, the "Parties."

## RECITALS

- A. On October 21, 2013, the County of Fairfax, Virginia, entered into a contract with Contractor to purchase the goods and services described in the Non-Core HCM Software Applications, Contract Number: 4400004240 , which is attached hereto as Exhibit A. The Non-Core HCM Software Applications Contract permits its cooperative use by other governmental agencies including the City. The Non-Core HCM Software Applications is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was October 21, 2013, until the date the contract expires on October 31, 2018, unless the term of the Cooperative

Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond October 31, 2021. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until October 31, 2018. The City, however, may renew the term of this Agreement for three (3) one-year periods until the Cooperative Purchasing Agreement expires on October 31, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit C hereto.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seventy two thousand two hundred sixty three dollars (\$72,263.00).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

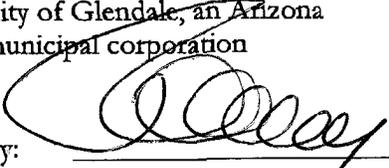
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona  
municipal corporation

By: 

Richard A. Bowers  
Acting City Manager

“Contractor”

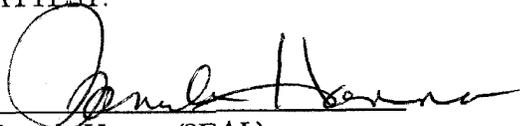
GovernmentJobs.com, Inc., d.b.a NEOGOV  
a California Corporation

By: 

Name: DAMIR DAVIDOVIC

Title: CEO

ATTEST:

  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

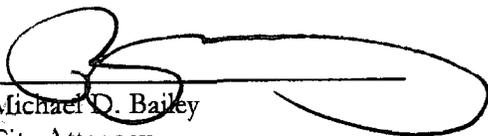
  
Michael D. Bailey  
City Attorney

EXHIBIT A



# County of Fairfax, Virginia

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

OCT 21 2013

GovernmentJobs.com, Inc.  
d/b/a NEOGOV  
222 N. Sepulveda Blvd, Suite 2000  
El Segundo, CA 90245

Attention: Scott Letourneau, Corporate Secretary

Reference: RFP2000000670; Non-Core HCM Software Applications

Dear Mr. Letourneau:

## Acceptance Agreement

**Contract Number: 4400004240**

This acceptance agreement signifies a contract award to GovernmentJobs.com, Inc., d/b/a NEOGOV for Non-Core HCM Software Applications. The period of the contract shall be from date of award through October 31, 2018 with three (3) one-year renewal options available.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of RFP2000000670 and all Addenda;
- 3) Your Technical Proposal dated April 2, 2013, Technical Revisions and Revised Cost Proposal dated September 20, 2013; and
- 4) The attached Service Agreement.

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 Certificates according to Special Provisions, Section 17, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Linda Williams, CPPB, at 703-324-8427 or via e-mail at [linda.williams@fairfaxcounty.gov](mailto:linda.williams@fairfaxcounty.gov).

Sincerely,

Cathy A. Muse, CPPO  
Director/County Purchasing Agent



Department of Purchasing & Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpsm](http://www.fairfaxcounty.gov/dpsm)

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

## Service Agreement

### 1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement, Exhibit A (Order Form), and in NEOGOV's response to the County RFP #2000000670. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

(b) NEOGOV has identified Meridian as its subcontractor to provide the LMS system and services and is thus providing the included warranties for the LMS system as Exhibits B and C. These warranties do not relieve NEOGOV or its subcontractor, Meridian, of any obligations contained within the RFP.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) NEOGOV's logos, including the "powered by" logo, may appear on the "employment opportunities", "job description" and other pages of Customer's web site.

(b) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

### 4. Ownership, Protection and Security.

(a) The parties agree that the NEOGOV marks and the Customer marks shall both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. **NEOGOV Representations and Warranties.**

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* NO OTHER WARRANTIES ARE PROVIDED EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, , AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, E, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS, UNLESS CAUSED BY THE NEGLIGENCE OR INTENTIONAL ACTS OF NEOGOV, ITS EMPLOYEES OR CONTRACTORS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party which consent may be denied in the discretion of either party.

7. **Nondisclosure.** The parties acknowledge that the terms of this Agreement shall be subject to disclosure under the Virginia Freedom of Information Act ("VFOIA"). NEOGOV acknowledges that any information that NEOGOV submits to Customer pursuant to the terms of this Agreement shall be subject to VFOIA; therefore, such information may be excluded from the mandatory disclosure provisions of the VFOIA if NEOGOV identifies and properly invokes a VFOIA exclusion in writing. All information provided by Customer to NEOGOV shall be treated as Confidential Information and shall only be used for the performance of services under this Agreement. Each party hereby

8. **Liability Limitations.**

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party, NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall not make any settlement without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, NEOGOV shall have no liability to Customer for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE**

**SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the total amounts payable under the Agreement; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property.

**9. Service Level Warranty.**

(a) **Service Level Warranty.** In the event that Customer experiences any of the service performance issues defined in this section as a result of NEOGOV's failure to provide services, NEOGOV will, upon Customer's request in accordance with paragraph 10(a)(vi) below, credit Customer's account as described below (the "Service Level Warranty"). The Service Level Warranty shall not apply to any services other than system availability, and shall not apply to performance issues (i) caused by factors outside of the NEOGOV's reasonable control; (ii) that resulted from any actions or inactions of Customer or any third parties, except NEOGOV's agents, employees or contractors; or (iii) that resulted from Customer's equipment and/or third party equipment (not within the control of NEOGOV).

(i) **Service Warranty Definitions.** For purposes of this Agreement, the following definitions shall apply:

(A) "Downtime" shall mean sustained System unavailability in excess of three (3) consecutive hours due to the failure of NEOGOV to provide Service(s) for such period. System unavailability is defined as inability to login to NEOGOV systems (this does not include slow performance and/or intermittent system errors). Downtime shall not include any System unavailability during NEOGOV's Scheduled Maintenance of the System, and Services, as described herein.

(B) "Scheduled Maintenance" shall mean a period of time where the System is unavailable to Customer, and/or any third party, in order for NEOGOV to perform maintenance of the System. System maintenance includes, but shall not be limited to (i) adding, modifying, or upgrading equipment software and/or System source code, and; (ii) adding, modifying, or upgrading equipment.

(C) "Service Credit" shall mean an amount equal to the pro-rata annual recurring service charges (i.e., all annual recurring charges) for one (1) day of Service.

(ii) **Downtime Period.** In the event Customer experiences Downtime, Customer shall be eligible to receive from NEOGOV a Service Credit for each Downtime period. Only one Service Credit can be applied within a twenty-four (24) hour period. Examples: If Customer experiences one Downtime period, it shall be eligible to receive one Service Credit. If Customer experiences two Downtime periods, from multiple events at least twentyfour (24) hours apart, it shall be eligible to receive two Service Credits.

(iii) **Time to Discover Source of Downtime: Notification of Customer.** Within four(4) hours of discovering or receiving notice of the Downtime, NEOGOV will determine whether the source of the Downtime is limited to NEOGOV's System. If NEOGOV determines that the System is not the source of the Downtime, NEOGOV will attempt to determine the source of the Downtime within an additional four (4) hour period. In any event, NEOGOV will notify Customer of the source of the Downtime within four (4) hours of identifying the source.

(iv) **Remedy for Downtime.** If the source of the Downtime is within the control of NEOGOV, NEOGOV will remedy the Downtime as soon as possible. If the source of the Downtime resides outside of the NEOGOV System, NEOGOV will use commercially reasonable efforts to notify the party(ies) responsible for the source of the Downtime and cooperate with it (them) to resolve such problem as soon as possible.

(v) **Failure to Determine Source and/or Remedy.** In the event that NEOGOV (A) is unable to determine the source of the Downtime within the time periods described herein and/or, (B) along with any hosting service on which the NEOGOV system resides is the sole source of the Downtime and is unable to remedy such Downtime within time period described herein, NEOGOV will deliver a Service Credit to Customer according to Section a.ii.

(vi) **Customer Must Request Service Credit.** In order to receive any of the Service Credits described herein, Customer must notify NEOGOV within seven (7) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

(vii) **Maximum Service Credit.** The aggregate maximum number of Service Credits to be issued by NEOGOV to Customer for any and all Downtime periods that occur in a single calendar month shall not exceed seven (7) Service Credits. A Service Credit shall be issued in the NEOGOV invoice in the year following the Downtime, unless the Service Credit is due in Customer's final year of service. In such case, a refund for the dollar value of the Service Credit will be awarded to Customer.

## 10. **Term and Termination.**

(a) Either party shall have the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(b) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer read only access or with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database.

## 11. **Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

12. **Force Majeure.** NEOGOV shall not be liable to Customer for any damages, costs, expenses or other consequences incurred by Customer as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

13. **Piggyback Clause.** It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement, to extent allowed under the policies and laws applicable to any such governmental entity. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Customer.

14. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

15. All of Customer's financial obligations under this Agreement are subject to appropriations of the Fairfax County

Board of Supervisors to satisfy payment of such obligations.

**16. 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.

**17. Legal Action.** No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

**18. Immigration Reform and Control Act.** NEOGOV 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.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

**EXHIBIT A – ORDER FORM**

<b>Customer:</b>		<b>Bill To:</b>	
<u>Attention To:</u>		<u>Attention To:</u>	
<u>Address:</u>		<u>Address:</u>	
<u>Phone:</u>		<u>Phone:</u>	
<u>Email:</u>		<u>Email:</u>	
<u>Quote Date:</u>	10/17/2013	<u>Revision:</u>	1
<u>Valid From:</u>	10/17/2013	<u>Order Number:</u>	
<u>Valid To:</u>	Today plus 30 days	<u>Initial Term:</u>	12 Months
<u>Requested Service Date:</u>	TBD		

**Order Summary**

**Insight Enterprise (IN)**

**3.1 IN Training**

- Training is a one-time cost and includes unlimited instructor led, online training. Dedicated on-site training is also available at an additional cost.

**3.2 IN Provisioning (Setup and Installation)**

- Assign a NEOGOV project implementation specialist
- Conduct project kick off, review implementation plan, discuss deliverables timeline, and set schedule for weekly implementation meetings
- Create an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
- Customize examination form
- Configure printable examination bulletins and printable class specifications
- Integrate your new production job opportunities, promotional opportunities, and job descriptions web pages into your existing agency website
- Establish your agency's Insight Enterprise production environment
- Configure SAP New-Hire and PCN Integrations (if applicable)

**3.3 IN Annual License (Includes Hosting, Maintenance and Support)**

The annual license for the NEOGOV Insight Software includes all of the following:

**Recruitment**

- Accept examinations online
- Online exam integration with current agency website
- Online position announcements and descriptions
- Attract "passive" candidates with automatic job interest cards
- Proactively search your applicant database
- Real-time database of all exam information

- Recruitment and examination planning

**Selection**

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen candidates automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Item bank and item analysis
- Score, rank, and refer candidates

**Reporting and Analysis**

- Collect and report on EEO data
- Analyze and report on applicant flow
- Track/analyze data such as time-to-hire, recruitment costs, staff workload, etc.
- 80+ standard system reports
- Ad Hoc reporting tool

**HR Automation**

- Create and route requisitions
- Refer and certify applicants electronically
- Scan and route paper application materials

**Perform (PE)**

**3.4 PE Training**

- Training is a one-time cost and includes unlimited instructor led, online training

**3.5 PE Provisioning (Setup and Installation)**

- Assign a NEOGOV project implementation specialist
- Conduct project kick off, review implementation plan, discuss deliverables timeline, and set
- Perform any configuration customizations required during initial set up of the system.
- Define and validate integration scope, business requirements, and timelines.
- Conduct implementation status meetings between the NEOGOV implementation specialist and the organization Project Manager (and required staff).
- Provide support for the training initiatives and sessions delivered by the trained trainers.
- Configure Performance Evaluation format and templates
- Establish the production environment.
- Provide overall production planning and rollout support.
- Provide overall project support, where needed

**3.6 PE Annual License (Includes Hosting, Maintenance and Support)**

The annual license for the NEOGOV Perform software includes all of the following:

- |  |                                     |
|--|-------------------------------------|
| ✓ Configurable Performance Evaluations | ✓ Configurable Workflow             |
| ✓ Team Grouping                        | ✓ Ability to Design Custom Forms    |
| ✓ Goal Library                         | ✓ Form Templates                    |
| ✓ Competency Modeling                  | ✓ Selectable Color Palettes         |
| ✓ Shareable Competency Content         | ✓ User Proxy                        |
| ✓ Goal Copying                         | ✓ Configurable Rating Scales        |
| ✓ Ability to Re-use Goals              | ✓ Batch Form creation               |
| ✓ Org Charts                           | ✓ Goal Alignment                    |
| ✓ Dashboards                           | ✓ Goal Hierarchy                    |
| ✓ Archiving Forms                      | ✓ Development Goals.                |
| ✓ Uploading Content                    | ✓ Writing Assistant –Shared Content |

---

## ONBOARD (ON)

---

### 3.7 ON Training

---

- Training is a one-time cost and includes unlimited instructor led, online training

---

### 3.8 ON Provisioning (Setup and Installation)

---

- Assign a NEOGOV project implementation specialist
- Conduct project kick off, review implementation plan, discuss deliverables timeline
- Design, configure, and test integration points if applicable
- Perform any configuration customizations required during initial set up of the system.
- Provide overall project support, where needed

---

### 3.9 ON Annual License (Includes Hosting, Maintenance and Support)

---

The annual license for the NEOGOV Onboard software includes all of the following:

- |                            |                        |
|----------------------------|------------------------|
| ✓ Electronic Employee File | ✓ Task Manager         |
| ✓ W4                       | ✓ Employee data upload |
| ✓ I9                       | ✓ Attachments          |
| ✓ Configurable Workflow    |                        |

## Employee Management (EMS)

---

### 3.10 EMS Provisioning (Setup and Installation)

---

- Assign a NEOGOV project implementation specialist
- Conduct project kick off, review implementation plan, discuss deliverables timeline
- Design, configure, and test included EMS forms
- Perform any configuration customizations required during initial set up of the system.
- Provide overall project support, where needed

---

### 3.11 EMS Annual License (Includes Hosting, Maintenance and Support)

---

The annual license for the NEOGOV EMS software includes all of the following:

- |                         |  |
|-------------------------|--|
| ✓ Grievance Tracking    | ✓ Disciplinary Actions                 |
| ✓ Configurable Workflow | ✓ Employee data upload (if applicable) |

Additionally, during the term of any product license, NEOGOV customers are provided:

#### **Unlimited Customer Support (6:00 AM – 6:00 PM Pacific Time)**

Customer Support shall be provided both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM Pacific Time (excluding NEOGOV holidays).

#### **Ongoing Customer Training and Conference Calls**

Included with your paid license is the following:

- Extended Ongoing Learning Management (OLM) Program
- Free participation in the NEOGOV customer conference calls
- Free attendance to the NEOGOV online training sessions
- Free attendance to NEOGOV beginner and advanced training sessions
- Invitation to the NEOGOV annual user's conference in Las Vegas

#### **Product Upgrades to Licensed Software**

Agencies receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

**Order Form****Order Form Terms and Conditions:**

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

**Provide all required software and Licenses**

- Fifty percent (50%) of ALL annual license fees is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$189,135.00)
- Thirty percent (30%) of ALL annual license fees is payable withinsixty (60) days of execution of this Order Form and Service Agreement.(\$113,481.00)
- Twenty percent (20%) of each remaining annual license fee is payable within thirty (30)days of go-live for the respective platform (\$75,654.00 - Total)

**Training**

- Thirty percent (30%) of each remaining training fee is payablewithin thirty (30) days of execution of this Order Form and Service Agreement.(\$8,250.00)
- Twenty percent (20%) of the TOTAL training fees is payable withinsixty (60) days of execution of this Order Form and Service Agreement. (\$5,500.00)
- Fifty percent (50%) of the TOTAL training fees is payable within thirty (30) days of completion of training for the respective platform. (\$13,750.00 – Total)

**Software Implementation**

- Thirty percent (30%) of the TOTAL setup and implementation fees is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$8,000.00)
- Twenty percent (20%) of the TOTAL setup and implementation fees is payable withinsixty (60) days of execution of this Order Form and Service Agreement. (\$2,000.00)
- Fifty percent (50%) of each remaining setup and implementation fee is payable within thirty (30) days of go-live for the respective platform. (\$30,000.00 - Total)

**Services**

- Thirty percent (30%) of the TOTAL services fees (including all proposed integrations, data conversions, SSO, etc) is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$22,845.00)
- Twenty percent (20%) of the TOTAL services fees (including all proposed integrations, data conversions, SSO, etc) is payable withinsixty (60) days of execution of this Order Form and Service Agreement. (\$15,230.00)
- Fifty percent (50%) of each remainingservices fees (including all proposed integrations, data conversions, SSO, etc) is payable within thirty (30) days of gelive for the respective platform. (\$38,075.00 - Total)

---

**Exhibit B.**  
**Meridian Limited Warranty**

a. Meridian warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof. MERIDIAN does not warrant that Client's use of the Services will be uninterrupted or error free. The limited warranties set forth in this Agreement do not apply to any deviation by the Software from the specifications set forth in the applicable Schedule that is caused by, or results from, (i) improper usage of Software API's (Application Programming Interfaces) or the introduction/import of corrupt data into the Software by anyone other than Meridian; (ii) use of the Services for any purpose other than that authorized in this Agreement; (iii) use of the Services in combination with other software, data or products that are defective or incompatible with, or are not authorized by MERIDIAN for use with, the Services; (iv) any malfunction of CLIENT's software, hardware, computers or computer-related equipment; (v) CLIENT'S failure to use any Updates made available by Meridian; or (vi) an event of Force Majeure (defined below).

b. MERIDIAN DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE SOFTWARE AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH MERIDIAN WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, MERIDIAN CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, MERIDIAN DISCLAIMS ANY AND ALL LIABILITY TO CUSTOMER RESULTING FROM OR RELATED TO PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. WITH THE EXCEPTION OF WARRANTIES REFERENCED IN THE SERVICE AGREEMENT TO WHICH THIS EXHIBIT IS ATTACHED, THE FOREGOING WARRANTIES ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, MERIDIAN DISCLAIMS ANY WARRANTY THAT (I) THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE, (II) THE RESULTS ARISING OUT OF THE USE OF THE SERVICES WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (III) THE SERVICES WILL MEET THE NEEDS OF CLIENT OR ITS CLIENTS, AGENTS OR SUPPLIERS.

---

**Exhibit C.**  
**Meridian Service Level Warranty**

- a. **Service Level:** Subject to Section (b), if the Availability of the Service is less than 99.7%, MERIDIAN will issue a service credit to CLIENT equal to the pro-rata annual recurring service fee for one (1) day of Service, with the credit being calculated on the basis of the monthly service charge for the affected Services. The aggregate maximum number of Service Credits to be issued by for any and all Downtime periods that occur in a single calendar month shall not exceed the service fee for the month.
- b. **Exceptions.** CLIENT shall not receive any credits in connection with any failure or deficiency Availability caused by or associated with:
- i. Force Majeure events beyond MERIDIAN 's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this Schedule;
  - ii. Failure of access circuits to the ISP Network, unless such failure is caused solely by MERIDIAN;
  - iii. Scheduled maintenance and emergency maintenance and upgrades;
  - iv. DNS issues outside the direct control of MERIDIAN;
  - v. Issues with FTP, POP, or SMTP CLIENT access;
  - vi. False Schedule breaches reported as a result of outages or errors of any MERIDIAN measurement system;
  - vii. CLIENT 's acts or omissions (or acts or omissions of others engaged or authorized by CLIENT ), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP), any negligence, willful misconduct, or use of the Services in breach of MERIDIAN 's Terms and Conditions and Acceptable Use Policy;
  - viii. E-mail or webmail delivery and transmission;
  - ix. DNS (Domain Name Server) Propagation ; and / or
  - x. Outages elsewhere on the Internet that hinder access to your account. MERIDIAN is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. MERIDIAN will guarantee only those areas considered under the control of Meridian: MERIDIAN server links to the Internet, MERIDIAN'S routers, and MERIDIAN'S servers.

## PRE-PROPOSAL CONFERENCE

RFP 2000000670

An optional pre-proposal conference will be held at 10:00 A.M. on March 5, 2013 at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 8, 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.

All questions pertaining to this RFP should be submitted in writing to the Contract Specialist at [dpsmteam1@fairfaxcounty.gov](mailto:dpsmteam1@fairfaxcounty.gov) prior to the pre-proposal conference.



# 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: February 19, 2013	REQUEST FOR PROPOSAL NUMBER: RFP2000000670	TITLE: Non-Core HCM Software Applications
DEPARTMENT: Human Resources	DUE DATE/TIME: March 21, 2013 / 2:00 P.M.	CONTRACT SPECIALIST: Kristy D. Apperson; kristy.apperson@fairfaxcounty.gov;703-324-3217

**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

Secretary

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 CONTRACT:**

- 1.1. The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the purchase of the following software as a service (SAS), hosted, web-based application: (1) an integrated applicant management, onboarding and testing system to support online job postings, applications, public safety testing and assessment, new employee processing, reporting and data processing; (2) an integrated performance management system to support individual goal plans, mid-year progress review and 12-month performance appraisals; (3) a learning management system to support administration, tracking, reporting and delivery of educational courses/training programs and succession planning; and (4) an employee relations system to support tracking of grievances and disciplinary actions.
- 1.2. To minimize the number of systems, the County will bundle two or more of the following systems under one vendor: the applicant management, onboarding and testing system, the performance management system, and the employee relations system. The learning management system may be included in the bundle, but it is not required.
- 1.3. The Department of Human Resources (DHR) will be the sponsor of these systems.
- 1.4. The County invites all qualified vendors to respond to this RFP by submitting a proposal consistent with the material terms and conditions of this solicitation.
- 1.5. The County may purchase additional modules that may become available during the contractual period.

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

- 2.1. An optional pre-proposal conference will be held on March 5, 2013 at 10:00 A.M. in the Fairfax County Government Center, Conference Center Room 8, 12000 Government Center Parkway, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management 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.
- 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 [kristy.apperson@fairfaxcounty.gov](mailto:kristy.apperson@fairfaxcounty.gov) or [dpsmteam1@fairfaxcounty.gov](mailto:dpsmteam1@fairfaxcounty.gov).

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

- 3.1. This contract will begin on the date of award and terminate five (5) years from the date of award. The County reserves the right to make a full or partial award.  
  
Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The County reserves the right to renew the contract for three (3) additional one-year periods. This contract may be renewed at the expiration of its initial or subsequent terms by agreement of both parties.
- 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

SPECIAL PROVISIONS

the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

**4. BACKGROUND:**

- 4.1. The County implemented a SAP system for Finance and Logistics in 2011 and for core HCM functions in 2012. Core HCM functions include time management, benefits administration, organization management, payroll management and personnel administration.

The County currently utilizes Resumix and several systems to manage the online requisition, job posting, applicant and certification process; and it utilizes the Plateau System for the learning management system. It also uses an in-house process for performance management and employee relations. It is the intent of the County to implement SAS, hosted, web-based system(s) for these areas. The system(s) would be required to have the capability to transfer data to and from the County's SAP system. In addition, the learning management system implementation will include migration of data from the existing Plateau System.

A goal of the project is to implement the systems with minimal or no program customizations. To the degree practicable, the County's practices will be converted to the practices of the selected system(s). The system(s) must be flexible enough to permit configuration and upgrades in response to future requirements. The County may request additional modules or system enhancements during the contractual period.

The selected system(s) will replace the current systems and processes for these non-core functional areas. If the proposed system(s) will require any other system interface beyond SAP, the additional requirements should be noted on the System Requirements Checklist for the respective system.

- 4.2. **Employee and program data for 2012 follow:**

<b>Employee Counts by Employment Status:</b>	
Number of Merit Employees	12,169
Number of Non-Merit Employees with Benefits	777
Number of Temporary Employees	7,395
Number of Employees Hired	3,979
Number of Requisitions Created	1,941
Number of Job Applications Received	148,245
Number of Job Classes	927
Number of Public Safety Employment Tests Developed and Administered	9
Number of Public Safety Test Participants	1,100
Number of LMS Course Completions (Instructor Led)	32,095
Number of Online Course Completions	51,521
Number of Course Offerings	29,959
Number of Non-County Employees (Affiliates)	739
Number of Local LMS Administrators	275
Number of Online Surveys and Evaluations	55
Number of Online/eLearning Courses	490

SPECIAL PROVISIONS

<b>Employee Counts by Employment Status:</b>	
Number of Course Catalogs	74
Number of Items (Classes, Certifications, Seminars)	6,079
Number of Program Curricula	19
Number of Domains (Agencies or Affiliations)	121

**5. TASKS TO BE PERFORMED/STATEMENT OF NEEDS:**

- 5.1. Offerors responding to this RFP must be regularly engaged in the delivery, implementation, conversion, modification, and maintenance of an appropriate, SAS, hosted, web-based applicant management, onboarding and testing system, performance management system, employee relations system, and/or learning management system.

The applicant management, onboarding and testing system must support job postings and applications, furnish storage of current and historical postings and applications, host a variety of files and applications related to new hire processing, support onboarding, and support testing for public safety positions (police, fire, and sheriff).

The performance management system must allow for goal creation, mid-year progress reports, and annual competency-based performance appraisals and create reports to support the need for optimal performance management.

The employee relations system must support tracking and reporting of grievances and disciplinary actions.

The learning management system must support student self-service, user notification, manager approval, wait-list management, on-line learning, on-line assessment, self-guided services, consolidate training initiatives, portability, online training and webinars, and succession planning.

- 5.2. The offeror's responsibilities will also include user training, training documentation, and system documentation. The offeror shall furnish and deliver information about system updates and correction procedures.

The offeror will respond on how they will furnish, deliver, and implement the system(s) to meet the functional requirements set forth in this RFP. The offeror shall furnish and deliver the necessary staff to install, configure, test, and implement the system(s); and construct and implement any required interfaces, conversions, or data transfers. The offeror shall certify that the contracted system is free of defects, is installed and implemented correctly, and is fully operational. Offeror staff shall furnish and deliver the necessary training, documentation, and continued support.

The offeror shall cooperate with the County, and its other contractors to accomplish interfaces to achieve maximum efficiency and effectiveness in the operation of the system(s).

The County is aware that fulfillment of the requirements stated in this RFP may necessitate an upgrade and/or enhancement to the existing computing environment. The offeror shall be responsible for specifying any configurations, modifications, enhancements, or upgrades to existing County enterprise servers, storage, network, communications, desktops, mobile, or remote hardware required for the implementation of the SAS, hosted, web-based system(s). Additional equipment upgrades or replacements to existing hardware or software may be procured as part of this agreement, under existing County agreements, or as part of a separate procurement.

SPECIAL PROVISIONSA. SCOPE OF WORK:

1. The offeror shall furnish and deliver the software and the following support services for each system:
  - a. Implementation planning
  - b. Installation, setup and configuration of product software, OS components and databases (no offshore hosting allowed)
  - c. Training of staff who will support the system
  - d. Training of end users for Go-Live and Train the Trainer
  - e. Development of any templates, components, or scripts required for desired functionality
  - f. Any other activities deemed necessary by Offeror as required to successfully deploy the system
  - g. Post-installation technical support and maintenance services
  
2. The offeror shall furnish and deliver services and shall perform tasks as set forth below for the successful implementation of the system(s). It is understood and agreed that the County will not be obligated to purchase any specific quantities.
  - a. Furnish and deliver qualified personnel to perform the work
  - b. Furnish and deliver documentation containing an overview of the Implementation Process and information on how to prepare for configuration and set up of the system
  - c. Furnish and deliver training and documentation to prepare administrators to configure and fine-tune the system
  - d. In coordination with the County, develop an Acceptance Test Plan for approval by the Department of Human Resources (DHR) and other departments if deemed appropriate.
  - e. Furnish and deliver necessary security to restrict access to the system by unauthorized users including users on the County intranet. No changes to the existing system security architecture shall be made without written permission from the Department of Information Technology (DIT).
  
3. Project Management: The following project management tasks will be required:
  - a. Within 30 days of contract award, the offeror must complete a gap analysis with County staff to finalize detailed functional requirements. A gap analysis report will discuss how each of the detailed requirements presented in this document will be addressed by the proposed product. It will include a list of all required customizations to the vendor's base application and a list of how the system(s) will address all functional requirements as referenced below.
  - b. Within 30 days of contract award, the offeror will provide the County with a project work plan showing approach, level of effort, task listing and breakdown structure, major milestones and time of completion. The plan will be submitted to the County project lead for approval prior to beginning work on the contract. All changes to the work plan must be approved with signature prior to implementation.
  - c. Within 45 days of award, the offeror will develop an Acceptance Test Plan to include testing strategies for all system functionality, testing of system response times, system interfaces, environmental needs for testing, roles and responsibilities, and the projected schedule.

The County requires that acceptance testing be an integrated part of the entire implementation life cycle and should follow the Fairfax County System Development Life Cycle Standards (SDLCS), located at <http://www.fairfaxcounty.gov/gov/dit/sdlcs.htm>.

SPECIAL PROVISIONS

The following considerations and responsibilities apply:

- 1) The contractor must demonstrate through an acceptance process stress test that the system performs as required in the County's technical environment, from various remote facilities and that the system meets or exceeds the County's functional requirements.
  - 2) The final acceptable test must use Fairfax County approved data and include report generation.
  - 3) The final acceptance test must exercise all functionality and components successfully.
  - 4) It is mandatory that the Offeror describe its preferred approach to accomplish this task as well as its experience with similar situations. The Offeror should also describe what Fairfax County resources would be required to accomplish this task, both in terms of number and skills of personnel.
  - 5) The Offeror must test back-up/recover features successfully.
- d. The vendor will provide weekly updates on project status to the County project lead to include all completed or pending actions, status of deliverables, variances from work plan projections, planned versus actual delivery dates, etc.
- e. With the County project leader, the vendor will participate in monthly project steering committee briefings to communicate project status to executive sponsors and key stakeholders.
- f. The offeror shall furnish and deliver a Project Manager who shall be acceptable to the County and responsible for managing the following aspects of the project:
- 1) Primary Contact -The offeror's project manager shall be the primary contact for the County's project manager to communicate all issues regarding the project.
  - 2) Project Reporting - Upon acceptance of the Project Plan, until acceptance of the system, the offeror's Project Manager shall:
    - Host regular meetings or conference calls to ensure that project milestones are met.
    - Document all conversations and project-related events electronically.
    - Prepare and present written monthly project status reports to the County's and the offeror's management in order to monitor the success of the project.
    - Time is of the essence in completion of this project. The offeror is expected to complete the project within the timeframe estimated, unless the timeframe is changed by mutual agreement in writing.
4. Project Plan – The offeror shall furnish and deliver a narrative rendition and a graphical version of the project plan, preferably in Microsoft Project. The project plan must show all required tasks, which tasks are in the critical path, and how the tasks are to be accomplished.
- a. The following milestones shall be included:
- 1) Delivery
  - 2) Installation and configuration
  - 3) Initial testing
  - 4) Initial conversion and testing
  - 5) Full conversion

SPECIAL PROVISIONS

- 6) Training
  - 7) Implementation
  - 8) Go-Live
- b. The project plan must identify the individual or group assigned to each task and must provide a timetable for accomplishment. Offeror must clearly identify which tasks will be performed by the offeror and which are the responsibility of the County.
  - c. The offeror shall furnish and deliver a description of the deliverables as they relate to the required tasks as specified in the project plan.
  - d. The offeror must include how the proposed payment schedule relates to the project plan.
- 5. Training - The offeror shall furnish and deliver a training plan for Go-Live and Train-the-Trainer. The offeror shall furnish and deliver training services and documentation in accordance with the plan. The deliverables related to this task, including a training plan and curriculum approved by the County project team.
  - 6. Documentation -The offeror shall furnish and deliver documentation on the following (if applicable):
    - a. Reference manuals
    - b. Installation manuals
    - c. System administration manuals
    - d. User guides
    - e. Technical guides
    - f. Training materials in an editable format for future use with the right to reprint and modify (not PDF)
  - 7. Testing Environment Licenses - The offeror shall authorize a limited duplication of licenses and databases to be used in a test environment at no additional cost. This duplication would be used for testing fixes, features, and versions.
  - 8. Ongoing Support – The offeror shall furnish and deliver a realistic estimate for the ongoing support costs in personnel and all other resources for the day-to-day management, version upgrades, and desktop/client services needed to attain the maximum utility of the proposed system.
  - 9. Staffing in FTEs – The offeror shall provide the number of consultants from its company and the number of employees from the county needed to staff this project. Identify positions and provide FTEs.
  - 10. Data Import/Export – Fairfax County requires the proposed system to have the capability to import and export data to/from external data sources, including Microsoft Office Suite applications. The Offeror must demonstrate such capability and describe how it is accomplished through the proposed system.

B. WARRANTY

- 1. The offeror shall warrant that services and products shall be provided in a timely and professional manner by qualified personnel.
- 2. The offeror shall warrant that the offeror has the right to license the system and that the system does not infringe upon any rights of third parties.

SPECIAL PROVISIONS

3. The offeror shall warrant that the system shall be thoroughly tested by the offeror and meet or surpass professional quality control standards.
4. The offeror shall warrant that, for one (1) year from the date of acceptance, all software shall be free from reproducible defects that cause the software to fail to conform to the offeror's published specifications for the software.
5. The offeror shall warrant that all releases for fixes, features, and versions applied to or installed on the system shall be incorporated into the warranty.
6. The initial warranty shall cover the entire first year following acceptance of the system. The cost of the first year of the warranty shall be included in the price of the system. The warranty shall provide for mission critical maintenance and support services.
7. Warranty extensions shall include maintenance and support services. The County reserves the exclusive right to extend all maintenance and support services for seven (7) additional one-year periods.
8. The offeror shall furnish and deliver maintenance and support services to keep the system in compliance with the warranty and extensions for the life of the contract. The offeror shall furnish and deliver mission-critical maintenance and support and the County will determine what is mission-critical based in part on the following criteria:
  - a. An item or operation that is essential for the ongoing 24-hour, 7-days per week (24/7) operation of the County' and it is deemed mission-critical.
  - b. An item or operation that is not essential for the ongoing 24/7 operation of the County's function and is considered non-mission-critical.
9. The County will contact the offeror for the resolution of system problems using a toll-free telephone number and email address provided by the offeror. Offeror support personnel shall be available from 8:00 a.m. to 5:00 p.m. EST time, Monday through Friday to answer calls from the County. An emergency after-hours point of contact must be provided.
10. Offeror Support Services shall include:
  - a. Toll-free telephone support direct to qualified support personnel
  - b. A single point-of-contact for each single open problem (direct email, direct pager, and direct phone number)
  - c. Priority One (first level) of direct support
  - d. User self-help shall be available by website and email query
11. Problem resolution based on Priority levels as identified below:

Priority One	
Hours of Availability:	24 Hours a Day / 7 Days a Week (24/7)
Initial Response:	The offeror shall call back within one (1) hour, 24/7, including weekends and holidays.
Description:	A mission-critical software error.
Resolution Response:	The offeror shall work aggressively to completely resolve the problem.
Notification:	The County will alert the offeror of Priority One issues. The offeror shall update the County of problem resolution progress frequently.

SPECIAL PROVISIONS

Priority Two	
Hours of Availability:	7:00 a.m. to 6:00 p.m. EST - Monday through Friday (extended normal business hours)
Description:	This is a significant error but not mission-critical. It does not include cosmetic, documentation, reporting problems, or inquiries regarding the operation of the software or installation and training issues.
Initial Response:	During extended normal business hours, the offeror shall call back within three (3) hours. Outside these extended normal business hours, including weekends and holidays, the offeror shall call back the following business day.
Resolution Response:	The offeror shall furnish and deliver a workaround for the County during problem resolution. The offeror shall furnish and deliver problem resolution in the form of an upgrade or modification to the system in an upcoming update.
Notification:	The offeror shall notify the County when a workaround has been provided or the problem has been resolved.

Priority Three	
Hours of Availability:	8:00 a.m. to 5:00 p.m. EST - Monday through Friday (regular business hours)
Description:	All software or documentation errors not described above and not considered to be Priority One or Priority Two. These include but are not limited to: <ol style="list-style-type: none"> <li>1. Cosmetic issues</li> <li>2. Misspellings</li> <li>3. Product enhancement requests</li> <li>4. Inquires relating to software functionality, System administration, or installation.</li> </ol>
Initial Response:	The offeror shall respond to these items if specifically requested to do so at the time of the request. If a reply is requested, the offeror shall respond the next business day.
Resolution Response:	The offeror shall correct documentation errors in upcoming releases of the documentation.
Notification:	The offeror shall notify the County when a workaround has been provided or the problem has been resolved.

- C. PROBLEM ESCALATION PROCESS: Skilled offeror personnel shall be assigned to aggressively address the problem until a resolution is found. Priority Level One shall be immediately escalated to offeror upper management for resolution guidance. Problems that are not resolved in accordance with the Priority Levels shall be immediately escalated to offeror upper management for resolution guidance. Any case that precludes functional operation of the system shall result in offeror senior management being notified. Offeror senior management shall participate in the decision and resolution process to ensure that the system is back in operation in the shortest possible time.
- D. SECURITY: The system must provide varying levels of security. Users of the system shall be limited to specific functions through user "profiles" that are maintained by the system administrator. At certain times, sensitive, Privacy Act data which must be protected will be contained in the database. The system must provide the capability of excluding certain data.
- E. SYSTEM REQUIREMENTS  
The County desires a robust applicant management onboarding and testing system, performance management system, employee relations system, and learning management system.

SPECIAL PROVISIONSF. SYSTEM AVAILABILITY AND RESPONSE

The system must complete a nightly transfer of data and file maintenance cycle within five (5) hours or less, preferably between the hours of 12:00 midnight and 5:00 a.m. EST. The system must be fully operational and available 24/7 except for nightly maintenance and at least 99.99% of the daily scheduled up-time, particularly between the hours of 6:30 a.m. and 6:30 p.m. EST. The system must also perform with full functionality and within sub-second response time tolerances regardless of the number of users online or the volume of data processed. The system acceptance plan proposed by the offeror must meet these minimum performance standard requirements. See additional information noted below under System Acceptance Plan in Section J.

G. WORK HOURS: The County's standard work hours are 8:00 a.m. to 5:00 p.m., EST, Monday through Friday. All required interaction with County personnel will be performed between these days and hours.

H. DOCUMENTATION

1. The County requires the offeror to furnish and deliver all manuals, documentation, guides, and instructions available from the manufacturers of each of the system components and modules. These must be provided both initially and for all upgrades. All documents shall be made available both in electronic version and online.
2. The County requires complete system, technical, and user documentation manuals for all system components and modules. Describe the contents of the manuals provided as part of the system implementation.
3. The County requires an electronic version of system and technical manuals as part of system implementation, produced in MS Word latest version.
4. The County requires an electronic version of user manuals as part of system implementation, produced in MS Word latest version.
5. The County reserves the right to excerpt, summarize or otherwise reproduce the system, technical, and user manuals and other offeror developed and supplied documentation for free distribution to its installation support personnel and to its user community.

I. MAINTENANCE AND SUPPORT

1. Furnish and deliver full system support for all equipment, components, and modules of the system during the warranty period.
2. Furnish and deliver extended warranty and/or support periods, if the County chooses.
3. All application upgrades or updates will be made available to the County as part of the maintenance agreement.
4. No additional fees will be associated with platform upgrades
5. As part of a maintenance agreement, offerors must define:
  - a. Maintenance support tiers and levels
  - b. Hourly rates and support levels for required custom changes which fall outside the scope of the maintenance agreement

J. SYSTEM ACCEPTANCE PLAN: A system acceptance plan is outlined below which is based on final acceptance of the entire system(s).

The successful offerors proposed system(s) will be accepted by the County only after full integration testing has been completed, the software is installed in the County's production environment, the County's existing production data is converted to the new format (should the County decide to convert its current data), the system is fully implemented and operational, and the following items are satisfied:

1. The acceptance period will consist of a minimum of sixty (60) consecutive calendar days, twenty-four (24) hours per day, and will begin at 8:00 a.m. on the first workday following "go live" on the new System.

SPECIAL PROVISIONS

2. During the acceptance period, the system must remain fully operational, must operate without failure, must operate in conformance with the County's functional business requirements, must operate with response times acceptable to the County, and must adhere to the requirements for system availability set forth in Section F., "System Availability and Response."
3. If the system fails to meet any of the criteria above, the County shall notify the offeror of such failure and the acceptance period starts over at 8:00 a.m. on the first workday following the correction and completion of testing of the failure.
4. The County will notify the Offeror in writing of the acceptance of the system(s) if:
  - a. The performance standard is attained for the duration of the acceptance period;
  - b. All training has been completed;
  - c. All documentation and other deliverables have been received.

**6. TECHNICAL PROPOSAL INSTRUCTIONS:**

- 6.1. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

- A. Minimum Qualifications Questionnaire.** Each offeror must complete Minimum Qualifications Questionnaire (Attachment 1). Offerors must meet all minimum qualifications.
- B. Methodology/Specific Plan.** Provide a description of methodology of the offeror's design and management processes incorporating an understanding of the goals and criteria of this project and how the offeror intends to meet these goals and criteria. Provide a specific plan for providing the service including: 1) what, when, and how the service will be performed, 2) list of proposed equipment/goods/etc., 3) timeframe for completing and 4) proposed training and resources for the system implementation and throughout the tenure of the resulting contract.
- C. Proposed System.** Complete the System Requirement Checklist for each proposed system (Columns 1, 2, and 3) and provide responses to the information requested below:

**GENERAL INFORMATION**

1. What is the installed user base (i.e., number of companies, firms, municipal governments, or other organizations using this system)? Provide the number of public sector clients with public safety departments and note the total number of employees at each organization.
2. How often are new software releases developed and distributed?
3. How long are superseded/back releases supported?
4. What is the distribution method for software maintenance and new releases?
5. If a release is not installed (i.e., a release is skipped), what steps are required to install subsequent releases?

**TECHNICAL INFORMATION**

1. State the estimated response time for your SAS, hosted solution based on industry standards.
2. What batch processes, requiring system shutdown, are present in the system?
3. Describe the operating system for PCs and the network server needed to implement the recommended system. Specify required browser types and versions for your hosted solutions as well as required plug-ins.
4. Describe the necessary hardware and software configuration needed to implement the system.
5. Furnish and deliver a detailed diagram of the recommended solutions, including site to site connectivity. The diagram shall include necessary ports and protocol required for integration with County's existing HCM systems.

SPECIAL PROVISIONS

6. Describe client requirements for both the hardware and the software. List the operating system software. Include any PC permissions needed to run the software (e.g., local administration, power user, registry updates.)
7. Identify any separate licensing and support considerations for third parties' components. Is the system fully compatible and operational with the County current computer and network environment as described in Attachment 3 – Technical Specifications?
8. Describe how the system uploads and transfers data. Specify the formats and SAP APIs used to interface with the County SAP system.
9. Are custom services provided? If yes, identify the areas on the applicable System Requirements Checklist(s) (Costs for these services should only be reflected in the respective Checklists associated with the Business Proposal).
10. Does the system provide for multiple types of interfaces (i.e., character-based, or Graphical User Interface (GUI)? Confirm the system can interface with SAP version 6.0 or higher.
11. Provide estimated response time for FCG customers based on number of employees/customers accessing the system.

SYSTEM ACCEPTANCE PLAN

Submit proposed system acceptance plan

EXPERIENCE

A written narrative statement to include:

1. 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 system. Ensure your summary includes the following: (1) number of years your organization has been in business, (2) number of years your organization has experience with the system(s), (3) other names your organization has been known, and (4) any acquisitions or mergers in the last five years.
2. References: Provide at least three references from public sector clients with public safety departments (i.e. police and fire) and a total employee population of 2,000 or more for which work of a similar nature to that described herein was performed within the past three years. The reference should include the name, title, address, phone number, brief description of the system and email for the person on the owner's team most intimate with the details of system being referenced.

CONTRACTUAL ISSUES AND FINANCIAL SOLVENCY

1. Has your company ever filed a petition or has your company ever been petitioned into bankruptcy or insolvency or has your company ever made any assignment for the benefit of your creditors? If so, provide complete details.
2. Supply an audited financial statement for the most recently closed fiscal year.
3. Describe any past, pending or threatened judicial or administrative litigation against you or in which you are litigating against someone else, within the past five years, related to services you are proposing.
4. Has your company been cited or threatened with citation within the last five years by federal or any state regulators for violations of any state or federal law and regulations? If your answer is yes, describe fully.
5. If applicable, detail your company's credit ratings for each of the past five (5) years.

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<u>A.M. Best</u>					
<u>Duff &amp; Phelps</u>					
<u>Moody's</u>					
<u>Standard &amp; Poors</u>					

SPECIAL PROVISIONSPERSONNEL

1. The Offeror shall identify key personnel to be assigned to the project, their qualifications, education and representative experience. Include a brief statement concerning the recent experience of personnel from the Offeror who will be actively engaged in the proposed effort. The Offeror shall pay particular attention to identifying personnel's experience in working with the proposed System.
2. Do not include general corporate background brochures. Do not include corporate experience unless personnel who will work on this project participated in that experience. Include only work that can be identified with projects completed in the previous twenty-four (24) months.
3. Proposed personnel must work on this project. In the event that the offeror's personnel for this project must be replaced by the offeror, replacement personnel must be identified using the same guidelines established for the initial offeror project personnel as described above and must be approved by the County.
4. Identification is required of any contemplated third parties to be employed during the project by the offeror, with the identification of personnel to be assigned, their qualifications, education, and representative experience in working with the proposed System.
5. Any offeror personnel or third parties' personnel assigned to the project must read and sign DIT's Consultant/Contractor Agreement Form (Attachment 2).
6. The County may require criminal history background and/or credit checks to be performed on any offeror personnel and third parties' personnel assigned to this Project.
7. The County may require, as a condition of continued service on this contract, any offeror personnel and third parties' personnel assigned to this Project to submit to alcohol and drug tests at any time. All costs associated with the alcohol and drug screening will be the responsibility of the offeror. The screening must be administered and results documented by a state-approved laboratory licensed to conduct such tests in accordance with standards established by the National Institute on Drug Abuse ("NIDA"). The County will require that any employee of the offeror or his third parties' personnel who has a positive test result be removed from working on the Project.
8. The County may require the offeror to replace any assigned personnel who are considered unacceptable in the opinion of the County.
9. The County considers a suitable working relationship to be a product of several factors, not the least of which is the presumption of permanency of the offeror personnel for the duration of the work effort. It is anticipated that offerors will use their best efforts to assure a stable work force and limit disruptive personnel changes -- those not otherwise requested by the County. The offeror is prohibited from the unilateral removal of personnel without first providing the County a minimum of 30 calendar days' notice. Such restriction does not include staff changes due to circumstances beyond the offeror's control such as a person's "long-term" illness or accident, resignation, military mobilization, etc. Replacement personnel must be identified using the same guidelines established for the initial offeror project personnel as described above and must be approved by the County. The offeror must further agree to work in good faith and use their best efforts to ensure the satisfactory turnover and knowledge transfer from one person to the other in the event of the removal of personnel. The offeror shall also agree to not bill the County for up to four weeks to accommodate the turnover, training, and for learning the County's environment and its processes. The offeror shall keep the County advised on a current basis as to the availability of personnel to perform work.

SECURITY/TECHNICAL SPECIFICATIONS

## Information Security Program

1. Offeror should identify how their organization maintains a formal information security technology program that identifies management, operational, and technical controls to ensure the confidentiality, integrity, and availability of information systems and data and validates those controls.

SPECIAL PROVISIONS

2. Offeror should identify how Offeror's maintains an active vulnerability management program to protect systems and offered services from known vulnerabilities.
3. Adherence to the rules and regulations governing the processing of electronic transactions and the storage of personal information is something Fairfax takes very seriously. Please indicate any auditing or compliance certifications that vendor maintains to test system controls to ensure the confidentiality, integrity, and availability of hosted information and systems.

Transmission Security

1. Offeror shall identify data transmission techniques used to transfer information securely between (i.e., two-way) Offeror's Information Systems and the County's systems. The System Security procedures and practices, which protect the data during and after the transmission, shall be submitted for evaluation.
2. Offeror shall identify how vendor's application uses strong cryptography and security protocols (for example, SSL/TLS, IPSEC, etc.) to safeguard sensitive information data during transmission between networks, and between client/server architecture.

Protection of Stored Data

1. Offeror should describe how Offeror maintains a defense-in-depth security architecture incorporating intrusion detection, firewalls, and other network security monitoring and access control mechanisms.
2. Offeror should describe how Offeror will protect hosted data by implementing access control mechanisms to limit access to data to personnel whose job requires such access.
3. Offeror shall identify how encryption will be used to ensure the protection of sensitive data in storage.
4. Offeror should describe how Offeror will protect hosted data by implementing an auditing and systems monitoring program to identify and alert of unauthorized access or transactions.
5. Offeror should describe how Offeror will restrict physical access to systems housing sensitive hosted data.

Disaster Recovery

1. Offeror should describe Offeror's disaster recovery procedures to assist in preventing interruption of system use.
2. Offeror should describe how high availability of hosted resources will be maintained.
3. Offeror should describe the backup and recovery processes that are in place that allows for the continuation of operations in the event of a disaster where the County will continue to maintain operations.

Incident Response and Handling

Offeror should identify if Offeror maintains a formal incident response plan, including strategy for notifying customers in the event of a breach and compromise of customer information.

Compliance

1. Hosted systems are required to comply with the requirements defined in the Fairfax County Information Technology Security Policy which is available for review at the following public link:  
[http://www.fairfaxcounty.gov/dit/iso/pm70-05\\_01.pdf](http://www.fairfaxcounty.gov/dit/iso/pm70-05_01.pdf)
2. Review the County's Technical Specifications (Attachment 3).3. Complete the IT Security Matrix (Attachment 4).

SPECIAL PROVISIONS**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, EST, Monday through Friday.

**8. COST PROPOSAL INSTRUCTIONS:**

- 8.1. The offeror must submit a cost proposal (Appendix B) in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. Include System Pricing Sheet (Page 43), and the applicable System Requirements Checklist(s) for the business proposal(s). All costs should be provided under the cost proposal. The following information should be submitted as part of the cost proposal:

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

Proposed Price: Price should be submitted in the format shown in the System Pricing Sheet.

A. Schedules must:

1. Identify and quantify the purchase costs of each module of the software package, and the price of any support services proposed.
2. Identify all alternative subsystems with separate prices for each component and other expansions or enhancements, if any, and furnish and deliver subtotals as appropriate.
3. Specify "NO CHARGE" if items in fact are offered without charge.

B. Itemized and total costs for support services must be identified:

1. Provide labor rates for each consultant. Rates must be fully loaded (e.g., no extra charges for travel or other items).
2. For other support service costs, note as not to exceed, fixed cost, or time and materials (provide maximum).

C. Itemized costs must be provided for, but not limited to:

1. System Hardware, Software, and Installation
2. Application Software and Installation
3. Communication Requirements
4. Software Modifications for Functional Requirements
5. Software Modifications for Interfaces
6. Conversion
7. Training Services (Implementation and throughout the tenure of the resulting contract)
8. Documentation
9. Implementation Services
10. Warranty and Post Warranty Services

**9. PRICING:**

- 9.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. County 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.).

SPECIAL PROVISIONS

- 9.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

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

- 10.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 10.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award 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:

Kristy Apperson, MS, MBA, Contract Specialist II  
Department of Purchasing and Supply Management  
Telephone: (703) 324-3217  
[Kristy.apperson@fairfaxcounty.gov](mailto:Kristy.apperson@fairfaxcounty.gov)

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

**12. REQUIRED SUBMITTALS:**

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

**13. SUBMISSION OF PROPOSAL:**

- 13.1. One (1) original (duly marked) and fourteen (14) copies of the Technical proposal, and one (1) original (duly marked) and fourteen (14) copies of the Cost proposal 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 requested that one copy of both the technical and cost proposals be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed 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/solicitation](http://www.fairfaxcounty.gov/solicitation).

SPECIAL PROVISIONS

- 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.
- 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 and set of the fourteen (14) copies of the proposal shall consist of:
- A. Cover sheet (DPSM32)
  - B. Technical proposal as required in the Special Provisions, **Section 5, Tasks to be Performed/Statement of Needs**, and **Section 6, TECHNICAL PROPOSAL INSTRUCTIONS**. Include responses to Section 5 and Section 6 along with the Minimum Qualification Questionnaire, the applicable System Requirements Checklist(s), the Consultant/Contractor Agreement (Attachment 2), and the IT Security Matrix (Attachment 3).
  - C. Cost proposal as required in the Special Provisions **Section 8, COST PROPOSAL INSTRUCTIONS**. Include the System Pricing Sheet(s) along with the applicable System Requirements Checklist(s) with the cost information completed in column 4.
- 13.6. 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 (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 more than one award 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.

SPECIAL PROVISIONS

- 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.
- 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 an oral presentation and provide a demonstration of the system(s) to the Selection Advisory Committee. A script will be provided for each system demonstration. The vendor's team should include: (1) the person who supports server and database hardware, (2) the person who supports integration and has knowledge of the system, (3) the person who is able to discuss help desk support functions, (4) the person with primary responsibility and final authority for the project throughout the term of any potential contract. The demo must mirror the actual system proposed to FCG. Any customizations will need to be identified at the time of the demo.
- 16.5. 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.
- 16.6. 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.
- 16.7. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- A. **Qualification and Experience of the Offeror:**  
 (1) Experience of staff to include but not limited to the project manager, system designers and developers and technical support staff proposed/assigned, (2) experience with proposed system(s), and (3) client references.
- B. **Proposed System:**  
 (1) Response to Section 5 (Tasks to be Performed/Statement of Needs), Section 6 (Technical Proposal Instructions) and applicable System Requirements Checklist(s), (2) operation, installation, implementation and upgrade of the system, (3) growth potential and flexibility of the system, (4) system acceptance plan, and (5) demo of proposed system with all customizations identified.
- C. **Methodology/Specific Plan:**  
 (1) Understanding of requirements and goals of the County, completeness and quality of response, project plan, organization and schedule, and overall support and training commitment.
- D. **Price:**  
 (1) All fees associated with the proposed system(s)
- 16.8. 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.

SPECIAL PROVISIONS

- 16.9. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 16.10. 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.
- 16.11. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 16.12. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

**17. INSURANCE:**

- 17.1. The contractor 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.

SPECIAL PROVISIONS

## 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.

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.

17.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

**18. METHOD OF ORDERING:**

18.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.

18.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. 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.

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

**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. Payment Schedules for Fixed Price Contracts should be structured in a way that spreads the cost of the contract over the life of the contract with the largest payment coming at the successful conclusion of the contract. At no time should payments be attached to the initial signing of the contract and/or a contract start date. Payments should be aligned with significant milestones or deliverables. Preferably, payments should be aligned with the acceptance and production go-live dates for the system.

**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.

SPECIAL PROVISIONS

- 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 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.

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.

SPECIAL PROVISIONS

- 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.

**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.dmbe.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.

SPECIAL PROVISIONS

- 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.

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

SPECIAL PROVISIONS**33. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**

- 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. (See form in Appendix B)

# 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.

### General Conditions and Instructions to Bidders

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

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

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

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

**STATE:** Commonwealth of Virginia.

#### CONDITIONS OF BIDDING

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

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

#### 4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
  1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
  2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in 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, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING-**All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/solic.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, capability 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, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

**63. INDEMNIFICATION-**Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

**64. OFFICIALS NOT TO BENEFIT-**

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

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

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

**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.

**General Conditions and Instructions to Bidders**

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

**72. PROTEST OF AWARD OR DECISION TO AWARD-**

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- 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 thereof to the contractor within thirty (30) 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 public body's decision on the claim, unless the public body 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:

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

### 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.**

**VIRGINIA STATE CORPORATION COMMISSION (SCC)  
REGISTRATION INFORMATION**

**The bidder, offeror or contractor:**

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

\_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

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

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why 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 completed 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 once issued (Fairfax County reserves the right to determine in its sole discretion whether to allow such waiver):

### 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:** \_\_\_\_\_

**County/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 (County)		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 County Public Schools, Virginia		

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

\_\_\_\_\_  
Vendor Name

**BUSINESS CLASSIFICATION**

**DEFINITIONS**

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

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

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

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



**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	COUNTY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

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

## SYSTEM PRICING SHEET Per System

<b>Offeror Name:</b>			
<b>System Name:</b>			
<b>Date:</b>	<b>1</b>	<b>2</b>	<b>3</b>
	<b>Item Amount</b>	<b>Detail Sheet(s) Totals</b>	<b>Modifications Amount</b>
<b>A. Fees – One-Time Only</b>			
1. Offeror hosted/service – one-time costs (do not include a. – c. below)			
a. Workstation hardware			
b. Workstation software			
c. Other (Specify)			
2. County hosted (do NOT include a. through e. below)		N/A	
a. Server hardware	N/A		
b. Workstation hardware	N/A		
c. Server software	N/A		
d. Workstation software	N/A		
e. Other (specify)	N/A		
<b>Subtotal One-Time fees (Columns 1 &amp; 2)</b>			
<b>B. Implementation, Installation, &amp; Setup one-time costs (include travel expense)</b>			
<b>C. Modifications/Customization Costs (total from Checklists (Column 4),</b>			
<b>D. Interface with SAP</b>			
1. Live interface to SAP data			
2. Import or export to compatible file format for SAP			
<b>E. Education/Training (Offeror recommended program)</b>			
1. Option (i.e., On-Site, Off-Site Web, Train-Trainer, or Combination)			
2. Option			
3. Option			
4. Option			
<b>F. Documentation</b>			
<b>G. On-going Support Costs (warranty &amp; post-warranty services and/or maintenance)</b>			
1. Year 1 (first year after acceptance) only if not included in A.1 or A.2.			
2. Year 2			
3. Year 3			
4. Year 4			
5. Year 5			
<b>H. Total (column 2 – Without Modifications/Customizations)</b>			
<b>I. On-going Support Costs – One year only</b>			
<b>J. Total H. + C. All Modifications/Customizations</b>			
<b>K. On-Going Support Costs – 1 year only (Line G. 1., Columns 2 &amp; 3)</b>			

1. Note any savings if more than one system is purchased by Fairfax County Government.

## SYSTEM REQUIREMENTS CHECKLIST for Applicant Management, Onboarding and Testing (Business Proposal)

Offerors shall furnish and deliver itemized responses to each of the System requirements as follows:

1. The Offeror shall record an "X" under "Included with System," in either the "Yes" or "No" column to indicate if the proposed System currently meets the requirement "out of the box" default settings.
2. The Offeror shall record an "X" under "Setup/Configuration," in either the "Yes" or "No" column to indicate if the proposed System needs to be setup or configured to meet the requirement. These setups and configurations will not be affected by fixes, patches, and version upgrades.
3. The Offeror shall record an "X" under "Will Modify/Customize," in either the "Yes" or "No" column to indicate if the Offeror will modify or customize the proposed System to meet the requirement.
4. The Offeror shall record the cost associated with any setup, configuration, modification, and customization under the "Setup/Modification cost" column. If there is no cost, the Offeror shall record a \$0 under this column.
5. If the proposed system(s) will require any other system interface beyond SAP, the additional requirements should be noted on the System Requirements Checklist.

	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
<b>Functional Capabilities for Applicant Management, Onboarding and Testing</b>							
<b>WEBSITE/PORTAL</b>							
County 'branding' so that the application process and job postings have the look and feel of the Fairfax County Government website							
<b>REQUISITION PROCESS</b>							
Configurable requisition template							
The ability to create a list of evaluation activities based on a specific type of recruitment (i.e., general, public safety entry level, promotional)							
The ability to create a unique tracking number for requisitions (e.g., 12-1593)							

Functional Capabilities for Applicant Management, Onboarding and Testing	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
<b>JOB POSTING</b>							
Ability to display job openings on the County's website(s). This may be via a link to the Offeror's website or by other means							
The ability to establish unique screening questions for each posted job opening							
Automatic removal of job posting from the website at the close of the recruiting period							
The ability to store and link to expanded job descriptions for each posted job opening (HTML links within posting)							
The ability to retrieve minimum qualifications							
The ability to re-open (re-publish on website) an expired job posting							
The ability to track where the applicant learned about the job							
The ability to copy and edit an existing job posting, including a spell-check.							
The ability to retrieve previous job postings							
The ability for data to be migrated to or mined from external Web resources and social media entities such as LinkedIn and Facebook							
<b>APPLICANT EXPERIENCE</b>							
The ability for candidates to establish a single profile and then apply for any number of job openings							
The system assigns unique identifiers for applicants							
The system provides alerts for incorrect or incompatible information							
The ability to electronically attach additional documents to the candidate's application (e.g., DMV records, typing test results, resume) and in open text and current standard formats (PDF, Word, etc.)							
The ability to track, save, and re-enter and/or attach missing or incomplete applicant information							

Functional Capabilities for Applicant Management, Onboarding and Testing	1 Included w/System		2 Setup/Configure		3 Will Modify/Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
The ability to allow applicant to know all the steps in the hiring process for the specific position being applied for and acknowledge that they have read and understand these steps							
Integration of the County's current recruiting forms into the web-based process (e.g. EEO disclosure, DMV check, CPS, background, education, and credit checks)							
Ability to allow applicant to sign-up for an e-mail account on the fly while filling out the application (e.g., Yahoo, Hotmail)							
The system has voice recognition capabilities							
<b>APPLICANT REVIEW/EVALUATION</b>							
The ability to rate, evaluate, and rank each candidate based on their qualifications and responses to screening questions							
The capability to sort resumes, notes, applicant's education, and other documentation in a variety of ways based on end user's request							
The ability to perform "proactive" searches of existing candidates for job openings							
The ability to screen for previously disqualified applicants and employees							
The ability to proactively search the applicant database for candidates that may qualify for a position							
Provide templates for electronic and paper responses to applicants							
The capability to import and export data to/from other software and databases.							
The ability to assign close-out codes that describe candidate's application outcome (e.g., hired, not interviewed)							
The ability for candidates to independently (self-serve) view their application's progress (i.e. received and under review).							

Functional Capabilities for Applicant Management, Onboarding and Testing	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
The ability to restrict applications to County employees only for specified job postings (e.g., internal hiring process)							
The system captures referral information							
The system links progress notes to applicant tracking							
The system links notes to applicants and referrals							
The system requires that progress notes be electronically signed during the recruitment process							
The system records progress notes using a combination of system defaults, provider customizable, and provider-defined templates (tables, drop-down menus, etc.)							
The system includes a recruitment terminology dictionary and spell checker within progress note module							
The system applies security controls to notes to ensure that data is not deleted or altered							
The ability to generate paper forms for manual completion							
The capability of linking reports to other Microsoft Office products (Excel, Access, Word, etc.)							
The system tracks credentialing of applicants							
The system has the ability to maintain licensing standards, physical requirements and special requirements (i.e. CBI, CPS)							
The system includes access to knowledge, skill and abilities ratings							
The system monitors productivity, resources, interviews, no-shows, and cancelled appointments							
The system provides applicant appointment history							
The system permits users to schedule interviews							
The system produces candidate profiles for review by hiring managers							

Functional Capabilities for Applicant Management, Onboarding and Testing	1 Included w/System		2 Setup/Configure		3 Will Modify/Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
The system provides agendas/schedules of interviewees for panel members							
The system produces a final list of candidates that can be ranked in order of qualification (i.e. certification list, eligible list, re-employment list)							
The system supports a range of input technologies ( e.g. wireless, TTY, ADA-compliant technologies)							
The system allows for the sharing of information between recruiters and departments							
The ability to track drug testing and lab results electronically							
The ability to track skill testing results electronically							
The ability to track credit check information electronically							
The ability to track criminal background checks electronically							
The ability to track various applicant data based on evaluation steps (i.e. polygraph, document review, CPAT, psychological exam, medical exam)							
The ability to schedule and track applicant's progression in the process (i.e. returning forms, testing, training)							
The ability to track references and letters of recommendation							
The ability to track local and jurisdictional police checks							
<b>PROMOTIONAL EXAM PROCESS</b>							
The ability to create a master test record							
The ability to store test results in the applicant's file							
The ability for applicants to look up test results online in a secure manner							
The ability to store sets of questions							
The ability to define tests and answer keys							
The ability to create rosters							

Functional Capabilities for Applicant Management, Onboarding and Testing	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
The ability to visualize and analyze results like adverse impact, applicant flow, mean and standard deviation, and pass/fail rates based on gender/trace							
The ability to receive and send test scores electronically (e.g. delimited file)							
The ability to track test locations and dates							
The system is compatible with Scantron and other OMR processors							
<b>REPORTING</b>							
The ability to track recruiting expenses by job opening							
The ability to report on closed jobs minimally by:							
• Application date							
• Name of job							
• Advertising source							
• Ability to track multiple re-announcements of same requisition number							
• Number of applicants							
• Applicant demographics							
• Open date							
• Closing date							
• Success in recruitment for position (e.g. filled or cancelled)							
The ability to provide real-time applicant data and analysis at any time (web based)							
The ability to provide pre-defined and custom reporting capabilities							
The system has the capability of graphing pertinent data							
The ability to collect and monitor hiring activity for EEO compliance and to generate related reports							

Functional Capabilities for Applicant Management, Onboarding and Testing	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
The system allows for cost reporting and analysis							
The ability to produce error reports							
The system is capable of maintaining current and historical applicant demographic, biographic, and service information							
<b>SECURITY</b>							
Configurable data security and access for all system users							
The system has 24/7 access							
<b>INTERFACES</b>							
The system can interface with SAP version ECC 6.0 or higher							
The ability to interface with SAP for position information							
Elements to pull down at a minimum:							
• Position ID (5xxxxxx)							
• Object Name							
• Personnel Area							
• Personnel Subarea							
• Hours per week							
• Percentage							
• Location (city and state)							
• Holder Relationship							
• Validity End Date for Position							
• Salary (hourly or annual salary)							
• Org Unit Name (position location within the structure)							
• Any relevant custom relationship(s) (ZXXX)							

Functional Capabilities for Applicant Management, Onboarding and Testing	1 Included w/System		2 Setup/Configure		3 Will Modify/Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
The ability to extract data on candidates selected for hire to interface with the County's HRIS system (SAP)							
<b>WORKFLOW/NOTIFICATIONS</b>							
Workflow configurable to the County's current business process							
Variable, security, role-based views for each level of workflow action(s)							
Web-based training/tutorial for each level of workflow actions(s)							
The ability of users to create and modify workflows							
The ability to provide workflow notifications/alerts to recruiters, hiring managers, and applicants							
Workflow paths based on type of hire (e.g. status of position)							
The system notifies select users of specified deadlines and then links to critical content							
The system includes alert screens and messages							
The ability to send electronic and paper responses directly to applicants							
<b>ONBOARDING</b>							
The system provides the ability to create custom forms for new hires to complete and provides templates for common onboarding functions							
The system provides new hires with self-service options to complete forms, then imports, resulting data into SAP and/or other databases (such as our document repository, laserfiche)							
The system hosts orientation content in a variety of file formats, including video and surveys							
The system provides for customizable checklists of onboarding tasks for classes of new hires, the completion of which can be indicated by new hires and tracked by administrators.							

## SYSTEM REQUIREMENTS CHECKLIST for Performance Management (Business Proposal)

Offerors shall furnish and deliver itemized responses to each of the System requirements as follows:

1. The Offeror shall record an "X" under "Included with System," in either the "Yes" or "No" column to indicate if the proposed System currently meets the requirement "out of the box" default settings.
2. The Offeror shall record an "X" under "Setup/Configuration," in either the "Yes" or "No" column to indicate if the proposed System needs to be setup or configured to meet the requirement. These setups and configurations will not be affected by fixes, patches, and version upgrades.
3. The Offeror shall record an "X" under "Will Modify/Customize," in either the "Yes" or "No" column to indicate if the Offeror will modify or customize the proposed System to meet the requirement.
4. The Offeror shall record the cost associated with any setup, configuration, modification, and customization under the "Setup/Modification Cost" column. If there is no cost, the Offeror shall record a \$0 under this column.
5. If the proposed system(s) will require any other system interface beyond SAP, the additional requirements should be identified on the System Requirements Checklist.

	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
<b>1. Functional Capabilities for Performance Management</b>							
<b>RECORDING AND TRACKING</b>							
System records and tracks employee review date and evaluation history.							
Ability to track progress on behaviors and responsibilities identified as requiring development, as well as performance goals and objectives, and career plan elements							

1. Functional Capabilities for Performance Management	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
Ability to track evaluation comments and progress notes throughout the evaluation period (not just the due date) separately for supervisors and employees using an array of open field entries, customizable templates and drop down menus)							
System tracks evaluation completions and overdue status through workflow and provides reports on the same to customer-determined recipients.							
System allows for tracking, saving, reentering, and revising data entered on the document by all parties (i.e. employee, supervisor, and reviewer) throughout the evaluation cycle.							
<b>DATA REPORTING</b>							
The system provides a host of standard reports to provide generally accepted performance metrics, benchmark data and EEO compliance reporting.							
The system provides the capability to produce a range of custom reports and statistics, based on customer-defined statistics, drawing from the performance evaluation data and imported data from other County systems and sortable based on customer-provided requirements.							
The system creates and produces reports on system errors, unauthorized system access attempts, and other audit reports.							
The system provides automatic notification to employee and supervisor of completion of probationary period.							
The system is able to capture and report on the number of performance evaluation system actions initiated by supervisor, employee, and reviewer throughout the evaluation cycle.							
<b>DATA IMPORTING, EXPORTING AND INTEGRATION</b>							
Performance management system interfaces electronically with the following online systems and programs:							
<ul style="list-style-type: none"> <li>Learning management system</li> </ul>							

1 Included w/System	2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	
<b>1. Functional Capabilities for Performance Management</b>					
• Exit interviewing					
• Turnover reporting system					
• Competency libraries					
• Employee Relations					
• Customer-developed ad-hoc reporting tools					
• Recruiting, selection, and onboarding system					
• Position description databases to allow importing and exporting of data					
Performance evaluation data can integrate with and cross check against the following HR data sources:					
• Training history					
• Disciplinary action histories					
• EEO code					
• Supervisor's history of performance ratings for given employee					
• Supervisor's history of performance ratings for all employees					
• Training records					
• Disciplinary actions relating to discriminatory treatment of employees					
• Performance evaluation ratings can be tested against other system indicators to validate evaluation and construct validity					
• Allows for cross checking behavioral element ratings against ER system listing serious disciplinary action					
System has the capability of linking (importing and exporting) data and reports to other MS Office products (i.e., Excel, Access, Word, etc.)					

1 Included w/System	2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	
<b>1. Functional Capabilities for Performance Management</b>					
The system can interface with SAP ECC version 6.0 or higher					
The system auto-populates user defined data fields					
Automatically upload customer-defined data to county performance measurement repositories:					
<ul style="list-style-type: none"> <li>Department of Management and Budget's performance measures and dashboard metrics</li> <li>International County Manager' Association annual benchmark survey</li> </ul>					
<b>SYSTEM NOTIFICATIONS</b>					
System automatically notifies employees and supervisors of evaluation due dates and other customer-determined deadlines.					
The system notifies users of overdue evaluation status and notifies supervisors of employee completion of final self-evaluation for the review cycle					
Automatic notification to employee and supervisor of completion of probationary period and reports on same.					
Provides real time system alerts for incorrect or incompatible information upon user input.					
<b>INDIVIDUAL DEVELOPMENT PLANS AND COMPETENCY MODELS</b>					
System accepts input on and logs progress against user defined and formatted Individual Development Plan for each employee. Formats will vary at the position level.					
Ability to download and incorporate position-specific competencies to the performance evaluation form:					
<ul style="list-style-type: none"> <li>Individually</li> <li>En masse</li> </ul>					

1 Included w/System	2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	
<b>1. Functional Capabilities for Performance Management</b>					
Integrate use of competencies and competency catalogs (user defined and/or vendor provided) in performance evaluations and individual development plans.					
System provides catalog of hard and soft skill competencies.					
<b>FORM (TO BE DEVELOPED, INCLUDED, AND ATTACHED)</b>					
System must accommodate evaluation forms and templates with user-defined evaluation elements, goals and objectives, individualized development plans, career-planning components, rating areas for behaviors and job performance, employee demographic information and signatory information					
System accommodates performance evaluation "forms" that are linked to employee position and/or job class.					
On developed templates, system tracks, saves, allows reentry and edits, and attachments by all authorized parties throughout the evaluation cycle.					
System must accommodate a minimum of 5 different configurable evaluation templates and the ability for the customer to change the configuration easily and at minimal cost. Each of the 5 configurable templates must allow modification of portions of the template to accommodate 20 different variations of each of the 5 templates.					
Forms and templates can accommodate optional completion of portions, at the position level.					
Evaluation documents must display County "branding" to ensure the standard look and feel on publications/forms.					
System must allow for creation of templates with drop down configurable menu selections for rating and feedback comments and be accessible electronically and via paper versions. Paper copies have the same look and feel as electronic form.					

	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
<b>1. Functional Capabilities for Performance Management</b>							
Links separate progress notes to evaluation processing for employee and employer, progress notes can be customizable and include tables, drop-down menus, etc.							
Can establish multiple rating scales within documents concurrently (i.e. yes/no and Likert scales used in same document) and different scales used in different document templates.							
Allows for customer creation of customizable checklists and job aids to support employee coaching and performance development activities within the evaluation cycle. The customer can attach these tools to the evaluation templates							
System allows ability to attach, electronically, unlimited additional documents to the evaluation in open text and current standard formats (e.g., PDF and Word.)							
Ability to attach unlimited performance evaluations to the employee record in SAP							
Ability to produce (or attach) additional forms or templates related to probationary status completion and performance work improvement plans							
<b>ACCESS AND ROLES</b>							
System supports:							
• Team evaluations							
• Matrix evaluations							
• Standard (single rater) evaluations							
• Alternate evaluators							
System can support a change of rater event when an employee moves under a different evaluating supervisor during a review period.							
System allows users with proper security to extend performance evaluation rating periods.							

1. Functional Capabilities for Performance Management	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
System provides for 360-degree feedback.							
The system limits access and authorization based on customer-defined data and allows access to modules regardless of location based on security procedures.							
The system allows for secure electronic signatures and provides audit trails of each access to specific data.							
System allows for multiple signatures and multiple raters in cases of matrix management or multi raters.							
System allows online access to prior evaluations and position description while authoring current evaluations.							
System can provide variable evaluation views for each security role (i.e. matrix manager may only see part of the evaluation; employees will not see supervisor comments until authorized, reviewers can see all supervisory input, etc.)							
System can allow employee to opt out of completing a self-evaluation.							
Allows for the sharing information between supervisors and evaluators across department lines and can be transmitted electronically to the central HR department.							
System allows for 24-7 access.							
Stores all applicant data for a minimum of three (3) years following separation from employment.							
Ability to be instructed to selectively purge (destroy) applicant records more than three (3) years old in compliance with Commonwealth of Virginia Records Retention and Disposal Schedule.							
<b>ADDITIONAL SYSTEM CAPABILITIES</b>							
System creates evaluation dates for employee groups based upon defined cycles and employee categories.							
The system has remote capabilities for troubleshooting.							

1 Included w/System	2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	
<b>I. Functional Capabilities for Performance Management</b>					
System can be made ADA compliant					
System includes a spell checker within components and a "problem word" checker.					
System can establish a focal date review window for specified groups of employees and anniversary date driven review period for other groups, to be run concurrently.					
System links to evaluation appeal processes and grievance processes; tracks and reports on same.					
<b>COMPENSATION-RELATED ITEMS</b>					
System enables forecasts to be based on user-defined formulas and changes in system records (i.e. job reclasses or reorganizations).					
System has the ability to compute and prorate merit and market rate pay increases according to longevity in current position.					
Evaluate annually and link pay to annual or biennial pay increase					
Link pay increase either to single year score or combined biennial score as established by customer					
Automatically update SAP system with pay increase data.					
System provides ability to support a pay for performance system and a straight pay (pass/fail) system with multiple supervisors and eligible/due dates with weights and percentages calculated based on evaluation(s) from supervisor(s) established for behaviors, elements, goals.					
System provides ability for employees and supervisors to do "what if" analysis on pay for performance pay calculations					
System tabulates results of evaluation and generates a personnel action and/or bonus payment based on results in SAP.					

	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
<b>1. Functional Capabilities for Performance Management</b>							
Accommodates market rate pay increases in July or at another time of the customer's choosing. Pay increases will be granted to one group of employees in alternating Julys and merit increases will be granted to another group of employees on their anniversary dates in alternating years.							
Longevity payments to eligible public safety employees annually as they become due.							

## SYSTEM REQUIREMENTS CHECKLIST for Employee Relations System (Business Proposal)

Offerors shall furnish and deliver itemized responses to each of the System requirements as follows:

1. The Offeror shall record an "X" under "Included with System," in either the "Yes" or "No" column to indicate if the proposed System currently meets the requirement "out of the box" default settings.
2. The Offeror shall record an "X" under "Setup/Configuration," in either the "Yes" or "No" column to indicate if the proposed System needs to be setup or configured to meet the requirement. These setups and configurations will not be affected by fixes, patches, and version upgrades.
3. The Offeror shall record an "X" under "Will Modify/Customize," in either the "Yes" or "No" column to indicate if the Offeror will modify or customize the proposed System to meet the requirement.
4. The Offeror shall record the cost associated with any setup, configuration, modification, and customization under the "Setup/Modification Cost" column. If there is no cost, the Offeror shall record a \$0 under this column.
5. If the proposed system(s) will require any other system interface beyond SAP, the additional requirements should be noted on the System Requirements Checklist.

	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
<b>Functional Capabilities for Employee Relations</b>							
<b>RECORDKEEPING DISCIPLINARY ACTIONS</b>							
1 System accommodates an unlimited number of disciplinary actions per employee							
System flags an employee record as having prior or pending disciplinary action and pre-existing accommodations. Ability to see flags varies according to roles and system access levels, as prescribed by customer.							
System tracks the following information regarding a disciplinary action:							

Functional Capabilities for Employee Relations	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
• File Number							
• Employee Name							
• Department							
• Supervisor Name							
• Progressive/Egregious Action Flag							
• Discipline Type (with table-driven drop down choices) – For example, documented oral warning, written reprimand, written warning, suspension, demotion, and dismissal							
• Disciplinary Diversion indicator with date fields							
• Date(s) Discipline Rendered							
• Issue/reason (with table-driven drop down choices)							
• Witnesses							
• Unlimited notes and text entry							
• Discipline to remain in File Flag							
• Other user defined fields							
Ability to attach associated documents and/or files to the Disciplinary Action							
Ability to create user defined number of discipline levels.							
Ability to track suspensions and trigger notifications/tickers on suspension dates and should be able to confirm in SAP that disciplinary LWOP was issued.							
System provides case management capabilities for personnel actions.							
The system has remote capabilities for troubleshooting							
The system auto-populates user defined data fields							

Functional Capabilities for Employee Relations	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
The system cross checks number of suspension days proposed against employee FLSA status.							
System captures point of contact name and contact information for all parties involved in the discipline process (i.e. supervisory chain, employee name, employee's designated representative, and department head)							
Customizable reports on disciplinary actions which can be segmented and distributed across different agencies, for EEO and county management purposes.							
System "audit" function that cross checks and alerts supervisors to disciplinary actions on employees when it is time to complete employee performance evaluations, data reporting on same.							
<b>RECORDKEEPING GRIEVANCES</b>							
System ensures grievance filed flags for levels 1,2 and 3 automatically route to department HR manager, flags for levels 2 and 3 automatically route to employee's management chain and department head.							
Deadline for grievance filing							
Other user defined fields							
System calculates compliance based on grievance event date, then based on date grievance filed							
Ability to complete, submit, and track grievance filing and responses for employees using on-line forms							
Ability for online forms to utilize workflow for review and approval throughout the grievance process							
Ability to facilitate a multi-step grievance tracking process which includes the following information throughout multiple iterations:							
<ul style="list-style-type: none"> <li>Grievance Number/EEOC charge number</li> <li>Grievance filed date</li> </ul>							

Functional Capabilities for Employee Relations	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
• Grievance event date							
• Issue/Reason (with table-driven drop down choices)							
• Form of discrimination							
• Name of supervisor at time of event date							
• Submission dates (all five steps of the compliant process)							
• Decision issued (e.g., deferred, denied, upheld, reduced, settled, reversed and whether decision is advisory or binding)							
• Date grievance closed							
• Date declared inactive							
• Hearing officer							
• Department head							
• Grievant representative							
• Early discovery violated flag							
• Costs associated with grievance							
• Additional hearing dates							
• Unlimited notes or text entry							
• Other user defined fields							
System tracks the following minimum data regarding responses to all actions related to grievances:							
• Date of response							
• Action taken							
• Preparer							

Functional Capabilities for Employee Relations	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
• Communication method							
Ability to attach associated documents and/or files to the grievance							
The system auto-populates user defined data fields							
Grievance routing includes ongoing and unlimited passage between authorized staff in various departments (e.g. DHR, CEXO, OCA, OHREP, and CSC)							
Grievance data include employee petition for circuit court hearing and granting/denial of same							
System captures point of contact name and contact information for all parties involved in discipline and grievance processes (ie. Supervisory chain, employee name, employee's designated representative, OHREP representative, OCA representative, department head							
Customizable reports on grievances							
<b>SECURITY</b>							
The system incorporates secure telecommunications capabilities that link staff from remote locations to central site.							
The system limits access and authorization during the grievance and suspension process.							
The system allows access to modules regardless of location based on security procedures.							
The system provides audit trails of each specific access to specific data							
<b>INTERFACES</b>							
The system can interface with SAP ECC Version 6.0							

## SYSTEM REQUIREMENTS CHECKLIST for Learning Management (Business Proposal)

Offerors shall furnish and deliver itemized responses to each of the System requirements as follows:

1. The Offeror shall record an "X" under "Included with System," in either the "Yes" or "No" column to indicate if the proposed System currently meets the requirement "out of the box" default settings.
2. The Offeror shall record an "X" under "Setup/Configuration," in either the "Yes" or "No" column to indicate if the proposed System needs to be setup or configured to meet the requirement. These setups and configurations will not be affected by fixes, patches, and version upgrades.
3. The Offeror shall record an "X" under "Will Modify/Customize," in either the "Yes" or "No" column to indicate if the Offeror will modify or customize the proposed System to meet the requirement.
4. The Offeror shall record the cost associated with any setup, configuration, modification, and customization under the "Setup/Modification Cost" column. If there is no cost, the Offeror shall record a \$0 under this column.
5. If the proposed system(s) will require any other system interface beyond SAP, the additional requirements should be noted on the System Requirements Checklist.

	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
<b>Functional Capabilities for Learning Management System</b>							
<b>GENERAL</b>							
1							

Functional Capabilities for Learning Management System	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
System creates a training session outline that lists all the lessons, classes, courses, learning objectives and program/curriculums associated with the training session.							
System provides the ability to segregate courses by catalogs and users to view specific catalogs by nature of their role, job class, organization, assignment or other attribute.							
System provides the ability to produce a course catalog with schedule of training sessions and allows the user to access a calendar view of the data.							
System allows for custom notifications and communications via ad hoc processing.							
System allows learner to request an unscheduled course that is available in the course catalog. This provides a metric for the course owner to know that a demand exists for a new class offering.							
Employees requesting an unscheduled class get prioritized by the system and automatically placed in the next class (assuming they approve the learning registration via workflow)							
System cancels a course that does not reach a minimum enrollment status automatically.							
System allows users to click forgot password or to request a new password automatically generated and sent to their email.							
System allows users to register and cancel themselves for courses and other forms of training (assuming they self-registered)							
System tracks attendance of a lesson, class, course, or outside training based upon attendance of a training session (internal and external events).							
System records attendance of an attendee at training session (lesson, class, course, program/curriculum, or outside training) in hours and minutes and requires confirmation and availability.							
The ability to set minimum/maximum class attendance requirements.							

Functional Capabilities for Learning Management System	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
System updates training roster based on actual attendance at the completion of training.							
Curriculums can be established as a series of learning items or requirements. System can track all component completions prior to awarding curriculum completion.							
Curriculum can contain a mixed category selection of classes or requirements that are mandatory, required, optional and other designations (allows for the combination of 2 or more categories).							
Curriculum may contain programs or program groups of offerings as well as classes or any collection of learning activities (e.g., OJT).							
System should simultaneously allow for the prioritization of reserved seats for one group and open registration for others.							
System should support non-county attendees with functionality including:							
• Enrollment							
• Attendance							
• Identification as an outside registration							
• Substitutes							
• Billing							
• Limitation of training seats/slots available							
• Prioritization of training sessions							
• Other user-defined criteria							
Ability to reserve or hold a specific number of classroom seats for a specific group (e.g., by organization, job class, role and other attributes).							
System updates training session roster based on actual attendance at the completion of training (transcript).							

Functional Capabilities for Learning Management System	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
System allows for setting equivalencies against prerequisite requirements to ensure that adequate pre-work or knowledge is done by taking certain courses, curriculums, programs or certifications.							

Functional Capabilities for Learning Management System	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
<b>ADMINISTRATION</b>							
System allows for designation of a subject matter training coordinator/administrator to be associated with a set of lessons/classes/courses/program/curriculums.							
System allows the local administrator to setup class categories as mandatory, required or optional.							
System provides the ability to set custom class categories beyond mandatory, required, or optional.							
System creates a wait-list when training session maximum enrollment is reached.							
System automatically pulls the person at the top of the wait list and enrolls them in the class following a cancellation unless they have a scheduling conflict.							
System will automatically update or will allow administrators to manually update skills/certifications/licenses and professional development plans of attendees who have met the course completion requirements.							
System allows local administrator to view the course sign-in sheet, especially in regard to charges for no-shows. This access is independent of the course agency or owner.							
System will track instructor certification and identify the courses and training sessions that each instructor is certified to teach.							
System can generate a qualified instructor list from the LMS.							
System provides the ability to add non-authorized trainers to teach instructors (ad hoc).							
System allows training to be available or visible to a specific subset of learners based on user defined criteria.							
Administrator may override a setting that automatically cancels a class due to low enrollment.							

	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
<b>Functional Capabilities for Learning Management System</b>							
System allows for multiple instructors to be assigned to one course or offering							
System stops employees from withdrawing in classes that their Supervisor or Training Coordinator/Administrator assigned.							
System should support identification of employees and contractors via current technology such as swiping of badges or other technology solution for recording attendance.							
System notifies the next person on the wait list of an opening in a particular class and allows them to accept or reject the registration.							
In addition to general lesson, class, course, and training session information, each Mandatory Training entry must include: frequency, reason for mandate, agency/organization, and date dependency, and other user-defined criteria. (Specify any limits to criterion in comments section.)							
Mandatory training can be displayed and updated when any individual lesson, class, course, program/curriculum, or outside training is created and/or updated.							
System flexibly allows groups of employees to be associated with a staff development training coordinator/administrator for their development needs. Association may be by position, job classification, work location, organizational structure, external alliance, etc.							
System notifies employees and administrators of any credential, certification or license requirement that will expire in the near future. The administrator will set the notification period(s).							
System locks an account after multiple failed login attempts.							
System prevents the ability to override prerequisite requirements by local administrators.							
System tracks all changes by date/time stamp and user identification.							
<b>TRACKING CERTIFICATION</b>							

Functional Capabilities for Learning Management System	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
System tracks the grade achieved by an attendee for a lesson, class, course for outside training based upon grade achieved at a training session inclusive of that lesson, class, course, or outside training. This type of tracking is required for CEUs/PDUs or national certification registry.							
System allows for the tracking of certification and licensure by maintaining PDUs tied to course offerings.							
<b>SYSTEM ADMINISTRATION</b>							
System allows for designation of a logistical, decentralized training coordinator/administrator to be associated with specific training sessions. Set up and administration of courses must exist in a decentralized environment.							
System Administrator may override timing of batch jobs so that identified reports may be run immediately (if needed).							
System allows for running reports on demand and on the schedule established by the administrator.							
System Administrator may set up custom catalogs by department (agency), subject matter or other designation.							
Commerce and other billing attributes may be assigned and tracked to the course registration and completion process in the LMS.							
System provides the ability to track all of the costs associated with a course, including the cost for the instructor.							
Any lesson, class, course, program/curriculum or certification can be scheduled as a training session. The training session inherits information as appropriate from the referenced lesson, class, course, certification or program/curriculum.							
System lists replacements for the training session roster based on the most noncompliant/qualified employee, or the position of the employee in the wait list queue.							
System must be capable of tracking external registrations and access to the LMS (i.e. contractor, other government agency partner, etc.).							

Functional Capabilities for Learning Management System	1 Included w/System		2 Setup/Configure		3 Will Modify/Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
Allows registration with manager option; student with administrator's approval							
System permits the administrator to define custom workflows for routing purposes							
System administrator and/or local administrators may change and/or unlock user accounts.							
Allows for defining custom certifications or learning tracks in the system ( i.e. supervisor certifications).							
System permits the system administrator to build custom roles (access) in the LMS.							
<b>COMPETENCIES</b>							
System tracks classes, courses and curriculum needed for career/job progression planning and for required prerequisites or equivalencies, as appropriate for employees							
System includes as standard a competency dictionary with a volume of pre-loaded competencies configured.							
Proficiency scale can be customized for the specific custom competency created.							
System permits the ability to customize competencies to fit job class requirements.							
System provides direct linkage between the courses and the appropriate competencies							
Competency management identifies the learning classes/certifications and the elements needed to satisfy a particular competency.							
Employee may test against a competency to satisfy the requirement.							
Employee licensure is tracked to competencies and learning in the LMS.							

Functional Capabilities for Learning Management System	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
The user interface provides a dashboard view of a person's position with competencies and learning profile to date. (Provides an at a glance view of an employee's competency profile or that of a specific position.							
System ties competencies to the course offerings and back to licensure or certification requirements, allowing the user, supervisor, or local LMS administrator to manage this process.							
<b>ONLINE CONTENT AND AUTHORIZING TOOLS (ELEARNING)</b>							
System supports tracking eLearning training by passing content objects or passing course objectives. In addition, the system supports SCORM flexibility to report pass/fail and specific score values as required by national certifications.							
Content/eLearning allows for hosting outside or external content libraries within the LMS.							
Content authoring tool is included in the LMS without additional licensing.							
Content library of courses is included in the LMS.							
System allows for setting up classes with learning objectives and tracks completion or passing a learning objective as a requirement for class completion.							
System supports blended learning and permits the combining of both eLearning/online learning and instructor led training as one requirement for curriculum completion.							
System should support download of data to mobile devices for use in appropriate situations such as recording training session attendance and running/developing reports.							
System should provide for easy and flexible interfacing with external training providers such as community colleges for attendance (including credit hours certification, grades, etc.) and billing. This includes external content providers developing eLearning or course libraries to run on the LMS.							

Functional Capabilities for Learning Management System	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
System allows for pre and post testing that is tracked and recorded – preferably the tests are online.							
System permits the online survey/evaluation to attach to the class and requires completion of the evaluation to receive a class completion.							
System provides the ability to build online surveys or evaluations.							
<b>REPORTS</b>							
System reports scheduled training sessions and anticipated attendance list for a specific population that has an identified need for training.							
System supports multiple certificates and assigns the correct certificate based on completion and components for use with specific requirements.							
System provides a non-proprietary report interface for mining LMS records.							
Certificates can be selected and printed by the user after the completion of the training.							
System has logic that selects the proper course certificate depending on course or employee taking the training.							
System creates the appropriate roster for the training session in a predefined modifiable format.							
System allows the learner to access their learning history/transcript and current registrations plus other user-defined criteria.							
System creates a historical record of all courses a learner enrolls in regardless of attendance or completion status.							
System tracks online learning and evaluations to include all of the attempts a learner takes when attempting to complete a requirement.							
System provides a report to show county versus outside non-county employee registrations, attendance and no-shows.							
A series of default reports exist for the user, administrator and managers in the LMS.							

Functional Capabilities for Learning Management System	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
Report extracts support a variety of formats, including:							
• CSV							
• Browser							
• PDF							
• XLS							
• ZIP							
• XML							
• HTML							
System also notifies the training coordinator/administrator/ supervisor of any substitutions as well as the person originally enrolled for training							
System notifies the employee's training coordinator/administrator and supervisor if actual attendance hours don't match the planned attendance hours. (e.g, Employee missed part of the training session.)							
System generates and prints notification of results letter (email or standard) with variable fields ( e.g, confirmed waiting list, full, etc.)							
Custom report writing authoring tool available within the LMS.							
Local administrators and users can save their report settings and run intervals so that they can repeat the report over time.							
Full range of default reports to support all of the LMS data elements, including the online courses and survey/evaluation data.							
Reports are capable of providing both a pass/fail, complete/incomplete and actual scored value – required for reporting to Government and outside entities.							
Report compares those registered for a class against the number of people who attended and completed the course.							

Functional Capabilities for Learning Management System	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
Reports track competencies and measure employees with a met or unmet competency.							
Provides the ability to report the before training roster versus the completion of training report for tracking those who attended and completed the training.							
All LMS users have a wide range of standard reports and can customize fields and attributes to further enhance reporting.							
<b>ROUTING AND CONFIGURATION</b>							
Specified users can enroll employees in a specific training session either via hierarchical or lateral affiliation (i.e. according to organization chart or logic groupings of staff/employees).							
System Administrator receives a notice of terminated employees and may cancel the registrations (i.e., workflow or other process).							
System provides the ability either for supervisor, dotted line reporting relationship, instructor, administrator, and others to approve training via workflow.							
System stops employees from withdrawing classes assigned by their supervisor or training coordinator/administrator.							
System checks that enrollee met the minimum requirements for the training prior to routing the registration request.							
System workflow routes all non-county registrations to a county approver and that approver can be defined by the local administrator							
System checks that enrollee met the minimum requirements for the training prior to routing the registration request.							
To permit open registration, system allows non-county registrations to be setup without the default approval workflow enabled. (i.e. Some classes will require approval and some will not require approval.)							

Functional Capabilities for Learning Management System	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
System allows a learner to request approval for an external course available from a commercial source; and the cost and attendance can be tracked in LMS.							
System must support tracking enrollment outside of county staff or organization structure as is currently the case with other law enforcement jurisdictions.							
<b>COMMUNICATION AND NOTIFICATION</b>							
System notifies all appropriate training coordinator/administrators of a planned training session or conveys a change to an existing session/lesson.							
System will generate customizable notification forms by user definable criteria (e.g. department) at a predefined period of time prior to the start of the training session.							
System will generate labels for mass notification mailings.							
System provides the ability to report the before training roster versus the completion of training report for tracking those who attended and completed the training.							
For each training session, system notifies instructors and enrollees (email/paper/TTY) of location, logistical requirements (time and date), supplies needed, prework, prerequisites, and special notes (e.g., parking directions, policies, etc.) and other user-defined criteria.							
System should provide the ability for supervisors (may be multiple levels) to authorize training requests.							
System should support non-County attendees with functionality including:							
• Enrollment							
• Attendance							
• Identification of outside attendees/substitutes							
• Billing							

Functional Capabilities for Learning Management System	1 Included w/System		2 Setup/ Configure		3 Will Modify/ Customize ?		4 Setup/Modification Cost
	Yes	No	Yes	No	Yes	No	
<ul style="list-style-type: none"> <li>• Limitation on training session slots</li> <li>• User defined criteria</li> </ul>							
Supervisor, training coordinator/administrator, or system checks for minimum requirements (i.e. prerequisites or prework) prior to allowing the person to register for training.							
System has ability to identify terminated or separated employees and remove them from courses							
<b>TUITION REIMBURSEMENT</b>							
System calculates tuition reimbursement based upon courses enrolled, grades for completed courses, other tuition payments made and other criteria.							
Employee should be able to request tuition reimbursement via LMS/HR system and track the status of the request and payment							
Tuition reimbursement should require approval and routing to a manager or other approver.							
System tracks situations where employee is required to maintain employment for a specific period of time after completion of training and notifies designated personnel when employee terminates prior to the specified time period.							

EXHIBIT B

**EXHIBIT B**

---

**Order Detail****1.0 NEOGOV Onboard (ON)****1.1 ON Subscription License**

The annual license for the NEOGOV Onboard Software includes the following:

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Custom Forms (Refers to forms with fillable PDF background image.)
- Dynamic Forms (Refers to forms with no background image.)

**2.0 NEOGOV Perform (PE)****2.1 PE Subscription License**

The annual license for the NEOGOV Performance Evaluation Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Org Charts
- Configurable Workflow
- Form Templates
- Configurable Rating Scales
- Goal Hierarchy
- Writing Assistant

**NEOGOV Setup and Implementation**

The following activities are conducted as part of the NEOGOV implementation:

- Review the project kick off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will provide access to training materials that may be used during training and post-training to allow the Customer to learn the system and begin defining new roles, responsibilities, or activities within the Organization.
- NEOGOV will establish the Customer's production environment.

**NEOGOV Training**

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers shall have full access to the associated training for the proposed platform.

NEOGOV's pre-built, online training consists of a series of web courses and hands-on exercises designed to introduce the standard features and functions. All training items may be used as

reference material to conduct day-to-day activities. The pre-built, online training includes materials designed to allow Customer led training sessions.

**Order Form Terms and Conditions:**

The Customer agrees that the payment schedule is as follows:

**Provide all required software and licenses**

- One hundred percent (100%) of the annual license price is payable within sixty (60) days of execution of this Order Form and Service Agreement. (\$40,149.37)

**Setup and Implementation**

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within sixty (60) days of the execution of this Order Form and Service Agreement. (\$7,500.00)

**Training**

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within sixty (60) days of the execution of this Order Form and Service Agreement. (\$5,000.00)

<u>Customer</u>	<u>NEOGOV, Inc.</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## EXHIBIT B

### Order Detail

#### 1.0 Insight Enterprise Edition

##### 1.1 License Subscription

The Customer's subscription to the Insight Hiring Management Software includes the following functionality.

##### **Recruitment**

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

##### **Selection**

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test Item bank (optional in TMS at an extra charge)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)\*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

##### **Applicant Tracking**

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

##### **Reporting and Analysis**

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

##### **HR Automation**

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

\* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included in the cost.

## EXHIBIT B

Additionally, during the term of the subscription, the Customer will be provided:

### **Unlimited Customer Support (6:00 AM – 6:00 PM PT)**

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

### **Product Upgrades to Licensed Software**

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

### **1.2 Provisioning**

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line instructor led video tutorial training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
  - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
  - Configure printable job bulletin
  - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
  - Establish the Agency's Insight Enterprise production environment

### **1.3 Online Training**

NEOGO V will deliver online training videos to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

EXHIBIT C

**ORDER FORM - PERFORM & ONBOARD**

<b>Customer:</b> City of Glendale, AZ		<b>Bill To:</b> <u>Attention:</u> <u>Address:</u> <u>Phone:</u> <u>Email:</u>	
<b>Quote Date:</b>	4/7/15	<b>Valid To:</b>	180 days
<b>Requested Service Date:</b>	TBD	<b>Initial Term:</b>	12 Months with annual renewal option

**Order Summary:** An ongoing 5% discount off the annual licenses will be provided if both products are purchased at the same time.

<u>Line</u>	<u>Description<sup>1</sup></u>	<u>Annual Recurring Cost</u>	<u>Non-Recurring Cost</u>
1.0	Onboard (ON)		
1.1	Subscription License with 5% discount	\$18,540.00 \$17,613.00	
1.2	Setup and Implementation		\$2,500.00
1.3	Training		\$2,500.00
2.0	Perform (PE)		
2.1	Subscription License for ~1,585 employees with 5% discount	\$23,722.50 \$22,536.37	
2.2	Setup and Implementation		\$5,000.00
2.3	Training		\$2,500.00
<b>Sub Total:</b>		<b>\$42,262.50</b> <b>\$40,149.37</b>	<b>\$12,500.00</b>
<b>Order Total:</b>		<b>\$52,649.37</b>	

<sup>1</sup>More detailed descriptions of the licenses and/or services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Additionally, during the term of any subscription license, the Customer will be provided the following:

Customer Support – Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software - Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

**EXHIBIT C – ORDER FORM**

**Customer:**

City of Glendale, AZ

**Bill To:**

Attention: Debbie Burson  
Address: 5850 W. Glendale Ave.  
Glendale, AZ 85301

Phone: (623) 930-2919  
Email: dburson@glendaleaz.gov

**Quote Date:**

3/13/14

**Valid To:**

12/31/14

**Requested Service Date:**

TBD

**Initial Term:**

12 Months, with one-year renewal option

**Order Summary:**

<u>Line</u>	<u>Description<sup>1</sup></u>	<u>Annual Recurring Cost</u>	<u>Non- Recurring Cost</u>
1.0	Insight Enterprise Edition		
1.1	Subscription License	\$17,500.00	
	<b>Sub Total:</b>	\$17,500.00	
	<b>Order Total:</b>		<b>\$17,500.00</b>

<sup>1</sup>More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.