

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT**

INVITATION TO BID NO. 22-DMF-RFP-467

ADDENDUM NO. 2

Arlington County (hereinafter referred to as the "County") Request for Proposal (RFP) No. 22-DMF--RFP-467 for Prevailing Wage And Living Wage Software Solution is amended as follows:

- ***THE COUNTY HAS RECEIVED THE FOLLOWING QUESTIONS IN RESPONSE TO THIS RFP. QUESTIONS AND RESPONSES ARE INCLUDED BELOW.***

- **Question #1: Thank you for providing the number of active construction projects that would be eligible for prevailing wage provisions each year. Can you clarify how this translates into construction dollars? What is the anticipated annual construction volume—in terms of dollar amount—for projects that will be entered into the Prevailing Wage and Living Wage Software Solution? Thank you!**

Answer #1: The dollar value of Arlington County construction projects can vary significantly from year to year. From fiscal years 2017 – 2020, the lowest year had approximately \$50 million in construction contracts whereas the highest year had close to \$150 million in construction contracts. The average for this period was approximately \$85 million per year. The County is also interested in using this software solution to help track Living Wage policy compliance, where we have over 120 contracts typically totaling around \$12 million in annual spend.

- **Question #2: Reference to the maintenance and updated to be provided at no additional cost -- How long do we need to provide maintenance support for?**

Answer #2: Cost for maintenance should be given for the duration of the contract as outlined in Attachment A.

- **Question #3: There is a mention in the General Software requirements section "I. Have a Labor Compliance component to track and manage the progress of local labor law investigations, settlements, and restitution payments for all laws that the County enforces currently or in the future" How do we find the settlements and restitution payments information and how would this information be used?**

Answer #3: The County desires the ability to track this information in the software solution through flex fields or notes fields. The County does not expect the software solution, or awarded Contractor, to collect this information and populate it in the system. The County will use this information to determine whether or not any vendors should be precluded from competing for current or future prevailing wage contracts under Virginia state law.

- **Question #4: In the section "Proposals Evaluation Criteria and Weights" -- " Software Functionality and Capabilities" Most of the technical requirements seem to be optional, based on the word of should. Are there certain "should" requirements that are more important than others? How will the county evaluate and score these "should" requirements?**

Answer #4: The County was intentional in its word choice (i.e., “should”) for the General Software Requirements section as it is understood that not all solutions will follow the same approach to collect, maintain, and analyze payroll and labor data. The requirements included in those statements are desirable but not mandatory. The County did not weight any of those requirements to be more or less important. The County will evaluate each Offeror’s proposal for the software functionality and capabilities it has.

- **Question #5: What are the anticipated total annual prevailing wage construction costs (i.e., Bid Award Amounts)?**

Answer #5: The dollar value of Arlington County construction projects can vary significantly from year to year. From fiscal years 2017 – 2020, the lowest year had approximately \$50 million in construction contracts whereas the highest year had close to \$150 million in construction contracts. The average for this period was approximately \$85 million per year.

- **Question #6: What are the anticipated total annual living wage construction costs (i.e., Bid Award Amounts)?**

Answer #6: Living Wage is not associated with construction. Therefore, there are no anticipated total annual living wage construction costs. The typical average annual spend on living wage contracts is approximately \$12 million, although the County does experience some annual volatility in this number.

- **Question #7: What is your 3 year average of annual construction dollars?**

Answer #7: The dollar value of Arlington County construction projects can vary significantly from year to year. From fiscal years 2017 – 2020, the lowest year had approximately \$50 million in construction contracts whereas the highest year had close to \$150 million in construction contracts. The average for this period was approximately \$85 million per year.

- **Question #8: Page 6: RFP File; II. Information For Offerors, 16. Covid-19 Vaccination Policy for Contractors - Question: Does the County anticipate this software implementation will take place in-person? If no, will vaccination and/or testing requirement still be required?**

Answer #8: The County has included the COVID-19 Vaccination Policy for Contractors, which will stand regardless of the software implementation taking place in-person.

- **Question #9: Page 6: RFP File; II. Information For Offerors, 12. Authority to Transact Business Question: Per 13.1-757.B.6 "The following activities do not constitute transacting business withing the meaning of subsection A:...Soliciting or obtaining orders, by any means, if the orders require acceptance outside the Commonwealth before they become contracts" Please confirm if an out of state software provider needs to obtain this authority. If yes, is it acceptable to pursue after solicitation award?**

Answer #9: Unless Offerors obtain official documentation in writing from the Virginia State Corporation Commission (VA SCC) that they are exempt from this provision, the Authority to Transact Business clause stands. All Offerors should begin the process to obtain this authority as it takes time and no contractual award can be made without it.

- **Question #10: Page 6: RFP File; II. Information For Offerors, 15. Arlington County Business Licenses- Question: Does an out-of-state software provider need to procure a VA business license?**

Answer #10: Prior to the award of a contract, the awarded Offeror must submit paperwork to the Arlington Business License Office and they will determine if an Arlington County business license is required.

- **Question #11: Page 7: RFP file; II. Information For Offerors, 18 Rider Clause, Item A. Question: Item "A" states "The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories." We do not understand this section; Is the County acting on behalf of the state of Virginia, other states or US territories? Please explain in further detail what is requested here.**

Answer #11: The Rider clause is stating that other public bodies in the U.S. and its territories may contact the awarded Contractor to use the awarded contract and its resulting pricing. It will be the awarded Contractor's business decision to accept their business or not. This clause is just making Contractors aware of the usual process.

- **Question #12: Page 12: RFP file; IV. Scope of Services, I. General Software Requirements, E. System Interface/Integration. Question: Is there any additional information that the County can give about their Oracle-based Enterprise Resource Planning system?**

Answer #12: The County currently runs Oracle E-Business Suite version 12.2.9. The County is currently engaged in pre-planning efforts to upgrade to the Oracle Fusion Cloud ERP, with possible go-live in early- to mid-2024.

- **Question #13: Page 14: RFP File; V. Proposal Requirements, 1. General. Question: Paragraph two of this section states "The proposal must be on 8 1/2 x 11 paper...". However, section 2. Proposal Submission states that proposal is to be submitted electronically. Just to confirm, this proposal is electronic and not to be submitted anywhere on paper.**

Answer #13: The proposal is to be submitted electronically and the format of the electronic proposal should be using the 8 ½ x 11 paper format. Paper proposals shall not be accepted.

- **Question #14: Page 15: RFP File; V. Proposal Requirements, 7. Proposal Submittal Elements, B. Mandatory Requirements. Question: Section "B. Mandatory Requirements" is listed as a section that must be contained in the solicitation response and the first sentence states "The following requirements are mandatory."; however, it does not appear that there are any items listed in this section. Please clarify.**

Answer #14: Please see Addendum 1, Answer 2, Item. 3.

- **Question #15: Page 16: RFP File; V. Proposal Requirements, 7. Proposal Submittal Elements, C. Experience & Qualifications, 4. Question: No. 4 states "Provide a list of all entities that currently utilize your firm's services." We have confidentiality obligations to our clients which would preclude us from complying with this request. Is there something specific other than an all-inclusive list that we could provide? We can confirm the types of entities that we provide services for, such as Cities, Counties,**

State Department of Transportations, Transit Agencies, Schools, Prime Contractors, etc. Will this suffice?

Answer #15: The County asks that all Offerors comply with this request. Per Clause 7. Trade Secrets or Proprietary Information, Offerors concerned about trade secrets or proprietary information can mark such items on the proposal form.

- **Question #16: Page 16: RFP File; V. Proposal Requirements, 7. Proposal Submittal Elements, D. Capability & Experience of the Project Manager. Question: Item No.2 states "Provide assumptions for estimating the Offeror and County staff resources necessary to meet the needs of the Project, including County staff and subcontractor staff and hours." In order to properly estimate County staff and hours, please provide the total anticipated construction volume per year for projects that the County intends to monitor within the Certified Payroll Compliance Software.**

Answer #16: The dollar value of Arlington County construction projects can vary significantly from year to year. From fiscal years 2017 – 2020, the lowest year had approximately \$50 million in construction contracts whereas the highest year had close to \$150 million in construction contracts. The average for this period was approximately \$85 million per year. The County is also interested in using this software solution to help track Living Wage policy compliance, where we have over 120 contracts typically totaling around \$12 million in annual spend.

- **Question #17: Tab 2: Attachment B, General Software Requirements, A. Software Solution, 2. Question: Item No. 2 states "...including the ability to use various aids or devices to assist in use." Please confirm that there is no security related requirement in this request.**

Answer #17: There are no additional security-related requirements in this item.

- **Question #18: Tab 2: Attachment B, General Software Requirements, C. Data Capture Requirements, 1. Contract Information, g. Question: Item g states "Verification status of the required annual posting of the current contract Prevailing Wage or Living Wage Rate." Does this mean something other the system verifying that the submitted wage or fringe rates on a certified payroll report (CPR) meet the prevailing or living wage rate?**

Answer #18: This requirement speaks to the legal and contractual requirements of contractors to post signage with applicable prevailing wage rates at the construction site for all workers to review. Specifically, the County desires the ability to track in the software solution whether or not the contractors have complied with that requirement.

- **Question #19: Tab 2: Attachment B, General Software Requirements, C. Data Capture Requirements, 4. Payment of Contractor employees and subcontractors, b. Question: Please define "wage category".**

Answer #19: In this context, "wage category" is referring to the labor/job classification, such as those included in official wage determinations issued by the Department of Labor in support of Davis-Bacon Act contracts.

- **Question #20: Tab 2: Attachment B, General Software Requirements, C. Data Capture Requirements, 5. Site Interviews, e. Question: Please clarify this statement "validation of appropriate signage at work locations" and how you'd like the software to address it.**

Answer #20: This requirement speaks to the legal and contractual requirements of contractors to post signage with applicable prevailing wage rates at the construction site for all workers to review. Specifically, the County desires the ability to track in the software solution whether or not the contractors have complied with that requirement. The County will collect this information through site visits and would like to have fields available to track the results of these site visits as part of each contract within the software solution.

- **Question #21: Tab 2: Attachment B, General Software Requirements, C. Data Capture Requirements, 5. Site Interviews, f. Question: Please clarify this statement "notes of meetings" and how you'd like the software to address it.**

Answer #21: The County desires to have flexible text fields associated with each contract for staff to include any notes or other ad hoc information. These fields would generally be manually populated by County staff.

- **Question #22: Tab 2: Attachment B, General Software Requirements, E. System Interface/Integration. Question: Please explain what type of integration the County is looking for. Is this for importing or exporting data? What is the nature of the data, for example, project data, contractor data, certified payroll data, etc.?**

Answer #22: The County does not have specific mandatory requirements around integrations, but is interested in what built-in integrations may be readily available from Offerors. The most likely integrations would be the sharing of financial data (e.g., purchase orders issued or invoice payments) between the solution and the County's ERP system or the sharing of project management and scheduling data between the solution and the County's project management solution.

- **Question #23: Tab 4: Attachment B, III. Reporting . Question: The first statement on this tab is "The contractor shall list and provide examples of all available reports in the software solution." This request for all reports and examples is overly broad and expansive. [Our company] has over 100 reports; please let us know if there are any specifics that you are looking for.**

Answer #23: The County is requesting a list of all delivered reports along with a brief description, if available. Offerors may include examples of only the most frequently used or most illustrative reports rather than every single report. Offerors may also provide a link to examples on your website or another site if that is simpler than including them in your proposal.

- **Question #24: Exhibit C, Business Associate Agreement. Question: Why is the County asking for a Business Associate Agreement? We believe that a HIPAA agreement doesn't apply to us. Please clarify intent.**

Answer #24: Exhibit C: Business Associate Agreement has been included in the RFP as information protected HIPAA will be collected. It will be included in the awarded contract depending on how each Offeror's software solution handles that sensitive data. Offerors believing it does not apply to their software solution should state the reasons why in the "EXCEPTIONS TO THE COUNTY'S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any" section of their proposal.

- **Question #25: 2: Exhibit E, Nondisclosure & Data Security Agreement. Question: The first paragraph on page 2 of this exhibit states "I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device")**

during my work on the Project without pre-approval." As all of our employees use laptops, devices and tablets to complete their work for clients, what is the process and who completes this pre-approval?

Answer #25: Exhibit E is an attestation from all Contractor employees working on the awarded contract that they will keep County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. The reference to not using any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media devices during work on the Project without pre-approval is primarily focused on devices that are connected to the County's network in the effort to protect the County's data. To the extent that your software solution is cloud hosted and does not require access to the County's network, this statement is not applicable. If your solution does require network access then the County's Project Officer, in consultation with the County's IT security staff, will perform the review and provide necessary approvals.

- **Question #26: 2: Exhibit E, Nondisclosure & Data Security Agreement. Question: The first paragraph on page 2 of this exhibit states " I will ensure that any Device connected to the County network is free of all computer viruses and running the latest version of an industry- standard virus protection program." This isn't applicable since it's stated that this software implementation will be virtual only. Can this statement be struck?**

Answer #26: This is the County's standard Non-Disclosure and Data Security Agreement. If any Offeror desires changes to the agreement, they should state so in the "EXCEPTIONS TO THE COUNTY'S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any" section of their proposal.

- **Question #27: 2: Exhibit E, Nondisclosure & Data Security Agreement. Question: The first paragraph on page 2 of this exhibit states "I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited." Does this include a company SharePoint?**

Answer #27: No, an official company SharePoint would not be included under this prohibition.

- **Question #28: 2: Exhibit E, Nondisclosure & Data Security Agreement. Question: The fourth paragraph on page 2 of this exhibit states "...I agree to return all County Information to the County Project Officer." Please define the time frame for returning?**

Answer #28: Per Agreement Clause 26. Data Security and Protection, within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer.

The balance of the solicitation remains unchanged.

Arlington County, Virginia
Meloni Hurley, CPPO, VCA, VCO
Assistant Purchasing Agent
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RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER _____.

FIRM NAME: _____

**AUTHORIZED
SIGNATURE:** _____ **DATE:** _____