



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: SAMARITAN SOFTWARE LLC	DATE ISSUED:	<u>9/20/2023</u>
DBA SAMARITAN TECHNOLOGIES	CONTRACT NO:	<u>24-DPR-R-320</u>
265 EAST 100 SOUTH, SUITE 290	CONTRACT	ONLINE SOLUTIONS (VOLUNTEER
SALT LAKE CITY, UTAH 84111	TITLE:	<u>MANAGEMENT SYSTEMS COTS)</u>

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DPR-R-320 including any attachments or amendments thereto.

EFFECTIVE DATE: 9/20/2023

EXPIRES: 12/31/2023

RENEWALS: THREE (3) ONE (1) YEAR RENEWALS REMAIN.

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 24-DPR-R-320

EXHIBIT A – COUNTY OF FAIRFAX CONTRACT NO. 440002891, EXHIBITS, AND AMENDMENTS

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: KEITH LEONARD

VENDOR TEL. NO.: (801) 328-3972

EMAIL ADDRESS: SUPPORT@SAMARITAN.COM

COUNTY CONTACT: RICHARD HOLLEY - DPR

COUNTY TEL. NO.: (703) 228-7841

COUNTY CONTACT EMAIL: RHOLLEY@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

ANTONINO MAUTINO Title BUYER Date 9/20/23



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 24-DPR-R-320

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **Samaritan Software LLC DBA Samaritan Technologies** ("Contractor"), a Utah corporation with a place of business at 265 East 100 South, Suite 290, Salt Lake City, Utah, 84111, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A: County of Fairfax, Virginia Contract No. 440002891, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the County of Fairfax, Virginia and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the County of Fairfax, Virginia. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County," and shall be completed no later than December 31, 2023 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if County of Fairfax, Virginia renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for three (3) additional (1) year periods. ("Subsequent Contract Term"). However, if County of Fairfax, Virginia does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date, unless it is cancelled sooner.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide online solutions (Volunteer Management Systems COTS)

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Keith Leonard, VP, Operations & Client Services
Samaritan Software LLC DBA Samaritan Technologies
265 E 100 S, Suite 290
Salt Lake City, UT 84111-1641
Phone: (801) 328-3972 x 201
Email: support@samaritan.com

TO THE COUNTY:

Richard Holley, Project Officer
Arlington County, VA
2700 S Taylor Street
Arlington VA 22206
Phone: (703) 228-7841
Email: rholley@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

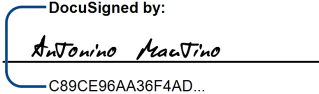
11. COUNTERPARTS

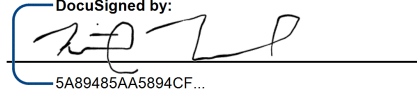
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SAMARITAN SOFTWARE LLC
DBA SAMARITAN TECHNOLOGIES

SIGNATURE:  DocuSigned by:
Antonino Mautino
C89CE96AA36F4AD...

SIGNATURE:  DocuSigned by:
Keith Leonard
5A89485AA5894CF...

NAME: Antonino Mautino

NAME: Keith Leonard

TITLE: Buyer

TITLE: VP, Operations & Client Services

DATE: 9/20/2023

DATE: 9/15/2023



County of Fairfax, Virginia

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

Samaritan Software LLC
dba Samaritan Technologies
353 East 400 South, Suite 200
Salt Lake City, UT 84111

MAY 10 2012

Attention: Todd McMullin

Reference: RFP12-224931-42; Volunteer Management System (COTS)

Dear Mr. McMullin:

Acceptance Agreement

Contract Number: 440002891

This acceptance agreement signifies a contract award to Samaritan Technologies for Volunteer Management System. The period of the contract shall be from date of award through December 31, 2016, with ten (10) one-year renewal periods or any combination thereof.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of RFP11-217140-42 and all Addenda;
- 3) Samaritan's Technical proposal dated August 1, 2011, final negotiated Software and Services Agreement No. 111212-891, and final negotiated Cost Proposal dated April 17, 2012.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Special Provision Section 20 as negotiated, within 10 days after receipt of this letter.

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

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

Software and Services Agreement
Revised Tuesday, 4/17/2012 6:19 PM

Samaritan Technologies
 353 East 400 South, Suite 200
 Salt Lake City, UT 84111

Date of Agreement: *9 May 2012*

Agreement No.: 111212-891

CUSTOMER:

Name:	Fairfax County		
Address:	12000 Government Center Pkwy	Attn:	Ms. Karen Field
	Fairfax, VA.	Phone:	703.324.4568
Zip Code:	22035-0013	Email:	Karen.field@fairfaxcounty.gov

Samaritan Software, LLC doing business as Samaritan Technologies, referred to herein as "Vendor", is engaged in the business of providing online software and database solutions to its licensees. Fairfax County, referred to herein as "the County", has requested the Vendor to provide an online solution (consisting of hardware, licensed software, database, documentation, training, and services) as described in this Agreement. Accordingly, the Parties agree to the following Terms and Conditions.

Definitions (For the purposes of this agreement)

If a term is defined in this agreement, it shall have the meaning set forth herein regardless of whether it is capitalized.

- **Account Management System (AMS):**
The Vendor's web-based system for creating, customizing, and maintaining eCoordinator accounts.
- **Applet Software**
Applet Software consists of software, such as, but not limited to, JavaScript applets, delivered along with the web pages of the Solution for execution by the web browsers of County or third-party computers in order to facilitate the use of the Solution. Applet Software is only stored on an Authorized User's computer temporarily to facilitate its execution with the associated web page.
- **API: Application Programming Interface**
A source code interface that a computer system or program library provides to support

requests for services to be made of it by a computer program. An API differs from an application binary interface in that it is specified in terms of a programming language.

- **Authorized Users:**

1. **County Users:** Employees and contractors of Fairfax County (the County) who access and use the Solution solely within the scope of their employment or contract. County Users are Authorized Users of the any of the administrative interfaces (including, but not limited to the Account Management System [AMS] and eRecruiter Management System [RMS]), the managerial interfaces (including, but not limited to eCoordinator, and Coordinator CS Software), and the general public interfaces (including, but not limited to eRecruiter and its add-on modules, and Sign-In) of the Solution whether via County computers or non-County computers. These users will operate within the scope of this Agreement.
2. **Third-Party Users:** Third Parties over whom the County has no control over how they use the Solution and information they obtain through the use of the Solution. This includes, but is not limited to, volunteers, clients (the recipients of volunteer services), and volunteer coordinators of organizations that are not part of the County government, as well as County employees in the roles of volunteers, clients, or external organization volunteer coordinators when they are on their own time and using either non-County computers or County computers which are available to the public. Third-Party Users are users of the general public interfaces of the Solution including, but not limited to eRecruiter and its add-on modules and Sign-In.
3. **Coordinator CS Users:** County Users specifically authorized by the County to use the Coordinator CS Software subject to the license granted in Section 1.1 (**License**).

- **Client Record:**

Data within the Solution that pertains to an individual recipient of volunteer service.

- **Computers:**

Hardware such as, but not limited to, computers, workstations, tablets, and smartphones functioning as Internet clients or workstations

- **County Computers:** Computers that are in the possession and control of County Users.
- **Third-Party Computers:** Computers used by Third-Party Users. These Third-Party computers are used for a multitude of purposes including, but not limited to, accessing the Solution. The County has no control over these computers, how they are used, who uses them, or how they are configured.
- **County Coordinator CS Computers:** Computers functioning as workstations that are in the possession and control of the County's Authorized Users and used by the County's Authorized Users to use the Coordinator CS Software.

- **Contract Renewal Period:** See Term.

- **Contract Term:** See Term.

- **Coordinator CS Software**
The version of Vendor's volunteer management software that installs and runs natively on the Microsoft Windows operating system.
- **County Architecture Standards and Requirements:**
See Section 5 of Fairfax County's Information Technology Architecture at <http://www.fairfaxcounty.gov/dit/itplan/>.
- **County Contractor:**
Any user of the Solution who signs the Fairfax County, Department of Information Technology (DIT) Contractor form (Vendor is required to complete this form, however this definition does not exclude Vendor from its obligations contained herein).
- **County Data:**
The data that is transmitted and/or stored by an Authorized User to the Vendor's Servers.
- **County Materials:**
Any trade names, service marks, trademarks, logos, text, works of authorship, designs, data, documentation, and other materials provided by or on behalf of the County to the Vendor for inclusion in or for use with, the Solution or Services.
- **County Third-Party Products:**
Third-party products used by the County that include, but are not limited to operating system, database, office productivity suite, web browser, report writing, and any other third-party products used by the County.
- **DIT:**
The County's Department of Information Technology.
- **Documentation:**
To the extent that any documentation or materials (in any form, online, electronic, printed or otherwise) relating to the Solution or Services are made available by Vendor to Customer or any Authorized User, they are referred to herein as "Documentation" and Customer and its Authorized Users will use such Documentation only to facilitate the licensed use of the Solution under this Agreement and Customer and Authorized Users will not disclose any of the contents of such Documentation to any unauthorized third party and will not distribute any copy of any of such Documentation to any unauthorized third party unless and to the extent only that Vendor gives specific written permission. Vendor is the owner of the copyrights to such Documentation.
- **eCoordinator:**
Vendor's web-server based software and database for managing volunteers, clients, opportunities for volunteer service, and organizations that provide opportunities for volunteer service.

- **eRecruiter:**
Vendor's web-server based software and database for recruiting and registering volunteers and organizations, and for registering and listing volunteer service opportunities.
- **Error:**
The term "Error" as used herein means a programming error in the Solution or Documentation that materially and adversely causes the Solution to fail to operate or perform in accordance with its Documentation. These Errors do not include any problem or error due to the County's failure to perform their responsibilities under Section 1.3 (**Responsibilities of the County**) or Section 1.10 (**Security**) or changes made by the County to the configuration of the servers that adversely affect the operation of the Solution.
- **Exchange API:**
Vendor's SOAP XML web services interface for programmatically transferring data to and from the Web-based Software.
- **Exchange Data Transfer Service:**
A feature of the Coordinator CS Software that, when enabled, can be used to upload, download, or synchronize data between the Coordinator CS Software and the Web-based Software. The Exchange Data Transfer service makes use of the Exchange API to perform the data transfer.
- **FTP:** File Transfer Protocol.
- **Group Record:**
Data within the Solution that pertains to an organization that is a source of volunteers.
- **Hosting Facility:**
A facility that provides Internet servers, allowing organizations and individuals to serve content to the Internet.
- **Initial License Term:** See Term.
- **Kbps:** Kilobits per second.
- **License Renewal Period:** See Term.
- **Log Book Entry Record:**
Survey data within the Solution including, but not limited to, the record of a volunteer's or client's historical service.
- **Opportunity Record:**
Data within the Solution that pertains to an opportunity (i.e., job, position) for which a volunteer may apply.
- **Organization Record:**
Data within the Solution that pertains to an organizational entity that manages or

administers volunteer opportunities and volunteers.

- **OS:** Operating System
- **PII:** Personally Identifiable Information
- **PHI:** Protected Health Information
- **PCI:** Payment Card Information

- **Recruiter Management System (RMS):**
Vendor's web-based system for creating, configuring, and maintaining the various volunteer oriented interfaces provided by eRecruiter.

- **Services:**
Configuration services, training, data migration support, general support, maintenance, data storage services, hosting, and other services described in this Agreement and any current or future Statements of Work.

- **Sign-In:**
Vendor's web-based system for allowing volunteers to indicate and record their arrival and/or commencement of work at and departure from, or completion of work at a volunteer job site.

- **Solution:**
The Web-based Software, Applet Software, Coordinator CS Software, and Vendor Server(s).

- **SSL:** Secure Socket Layer.

- **Statement of Work:**
A signed document by both the County and the Vendor describing additional services (for an additional cost) to be performed according to a mutually-agreeable, deliverables-based, fixed-price arrangement which is executable within the scope of this agreement.

- **Support:**
Help provided to Authorized Users regarding usage of the Solution, technical problems related to the Solution, and guidance on configuring the Solution. It may be delivered via telephone, in person, or by electronic means. All Authorized Users will contact Tier 1 Support. Only the County's documented Support Contacts will contact Tier 2 Support.
 - Tier 1 Support (Level 1 Support): Support provided by the County to its Authorized Users.
 - Tier 2 Support (Level 2 Support): Support provided by the Vendor's Customer Support Department to the County's documented support contact(s).

- **Term**
 - Contract Term = Date of award through December 31, 2016 with ten (10) additional one (1) year "Contract Renewal Periods" as mutually agreed upon by the County and the Vendor.
 - Contract Renewal Period: See Contract Term above.
 - License Term = Initial License Term plus any License Renewal Period(s)
 - Initial License Term = As agreed upon by the County and the Vendor.
 - License Renewal Period = Annual periods beginning after the end of the Initial License Term.
- **Third-Party Computers:** See Computers
- **Vendor's Servers:**

All hardware in the Solution. This includes, but is not limited to, the server(s) and any other Vendor computer(s), storage media, hardware and system(s) selected or designated by the Vendor for the storage and execution of the Web-based Software or storage of County Data for the purpose of allowing Authorized Users access to and use of the Web-based Software. The Web-based Software will be served or made available from or by the Vendor's Server(s) via the Internet. The Vendor's Servers do not include County Computers or Third-Party Computers or networking equipment outside of the Vendor's Hosting Facility.

The Vendor Server may be at a sub-contracted managed hosting facility.

The Web-based Software shall be hosted on Vendor Servers that meet or exceed current industry standards with restricted physical access, backup power sources, and redundant Internet feeds.
- **Volunteer Record:**

Data within the Solution that pertains to individual volunteers.
- **Web-based Software:**

The Enterprise web-server based software (eCoordinator, eRecruiter, Sign-in, AMS, RMS, the Exchange API, and etc.) listed in the Vendor's Cost Proposal along with the database(s) used by the Web-based Software, training, and all related documentation. This includes all future updates, patches, and new versions to the Web-based Software that may exist while the County is licensed to use the Web-based Software.
- **XML:** Extensible Markup Language.

Assumptions:

- All bandwidth charges and storage fees are included in the hosting fees.
- The Solution works with an Internet connection of 100 kbps and above.

- Pricing for hosting is included in the Solution license fee.
- With the exception of the logging of sensitive field read access (RFP Attachment 6 item D.3, system logs all inquiry accesses to data) the items listed in the Vendor's Proposal (Section VI, Submitted Items / Section A, County Security Template) which are currently non-compliant with County IT Security Policies will be compliant by summer 2012, at no additional cost to the County. The Vendor will submit a letter to the County stating their compliance and outlining the individual change(s) completed. Upon verification of completion, the County will provide written acceptance.
- The items listed in the Vendor's Proposal (Section VII, Verification of Submissions & Compliance Declarations / Details for Attachment 5b) which contain discrepancies will be discussed with the County and addressed by summer 2012 at no additional cost to the County. The Vendor will submit a letter to the County stating Vendor's compliance and outlining the individual change(s) completed. Upon verification of completion, the County will provide written acceptance.
- The County will designate a DIT point of contact that is authorized to convey the decisions necessary to resolve any design, configuration, or usage issues arising between the County's various agencies and programs.
- As part of this Agreement the Vendor will provide the ESAR-VHP functionality to the County once it is completed.

Terms and Conditions

Section 1 – Use of the Solution

1.1 License.

1.1.1 Web-based Software.

Subject to the terms and conditions of this Agreement and the County's compliance therewith, the Vendor grants to the County a non-exclusive non-transferrable term license for the Authorized Users to access and use the Web-based Software during the License Term of this Agreement. The Web-based Software will reside on the Vendor's servers. The Authorized Users will access and use the Web-based Software from County Computers or Third-Party Computers via the Internet through web browsing software. County Users may access and use the Web-based Software only in the ordinary course of the County's business and only for the purposes for which the Enterprise Web-based Software is intended and only in accordance with the Documentation.

1.1.2 Applet Software.

Vendor authorizes the County to use the Applet Software only for the purpose of enabling or facilitating the use of the Web-based Software and for no other purpose. The County is not entitled to any source code for the Applet Software. The County must not decompile or otherwise reverse engineer the Applet Software. The County must not disclose or distribute any of the Applet Software to any third party. The Applet Software usage must stop upon

termination of the Contract. Upon termination of the Contract, the County must erase or destroy all copies of the Applet Software within the possession or control of the County.

1.1.3 Coordinator CS Software.

- a) **Installation and Usage:** Subject to the terms and conditions of this Agreement and the County's compliance therewith Vendor grants to the County, the licensee, a perpetual, non-exclusive, non-transferable right to install on more than one County Computer and may use the Coordinator CS Software and the Coordinator CS modules specified in Vendor's Cost Proposal as referenced in the "Coordinator CS Software", only on as many computers and only by as many Authorized Users as is specified in the Vendor's Cost Proposal or subsequent Vendor cost proposals as mutually agreed to in writing by the County and the Vendor and paid for by the County in accordance therewith. The County may access and use the Coordinator CS Software only in the ordinary course of the County's business operations and only by and through Authorized Users. Authorized Users of the Coordinator CS Software must be authorized by the County and must be obligated by the County to comply with and respect the provisions of this Agreement that relate to Authorized Users or the protection of Vendor's intellectual property and confidential information. The County may not rent, lease or transfer the Coordinator CS Software to another party.
- b) **Networking:** If "Coordinator CS Network Version" is not specified in a mutually agreed upon cost proposal and paid for by the County then the County may not network the Coordinator CS Software. If Coordinator CS Network Version is specified in the Vendor Cost Proposal then the County may install the database portion of the Coordinator CS Software for data storage and administrative use on a single network server which may or may not be the same as one of the Authorized User computer workstations so long as the total number of computer workstations on which the Coordinator CS Software is available to Authorized Uses is not increased beyond the number specified in the mutually agreed upon cost proposals and paid for by the County.
- c) **Exchange Data Transfer Service:** If the Licensed Software or Coordinator CS Software listed in the Vendor's Cost Proposal specifies Vendor's Exchange Data Transfer and Service or module, the County and its Authorized Users may use the Coordinator CS Software to transmit County Data to and from, and store County Data on, Vendor's Server's. Except for the transmission and storage of County Data, the County and its Authorized Users may not transmit, upload or store any data, computer programs, or other subject matter to or on Vendor's Servers unless otherwise specified in this Agreement.
- d) **Responsibilities of the County:** The County, at its expense, is responsible for procuring, installing, implementing, and maintaining the County's Coordinator CS Computers (including system software), Internet access, email service access, data feeds, telecommunications, networks, peripherals and any other items and services needed by the County's Coordinator CS Computers and Authorized Users to use the Coordinator CS Software running on the County's Coordinator CS Computers, and if Vendor's Cost Proposal includes the Exchange data transfer service, transfer County Data to and from

the Vendor's Servers. The County will follow Vendor's then-current reasonable specifications and guidelines with respect to the foregoing. The initial specifications include, but are not necessarily limited to, the "Specified Coordinator CS Configuration" identified below.

e) **Specified Coordinator CS Configuration:**

Required on the County Coordinator CS Computers for Coordinator CS:

- Microsoft Windows XP or later
- A computer capable of running Microsoft Windows XP or later
- Email service and an Internet connection (to use the email features)
- A minimum of 120 MB of available disk space

Required on the County Coordinator CS Computers for Coordinator CS Network Version database server:

- The items listed above plus
- A local area network connection to the other computers running the Coordinator CS Software
- A minimum of 200 MB of available disk space

Required on the County Coordinator CS Computers for Coordinator CS Network Version clients:

- The items listed above plus
- A local area network connection to the computer running the database server version of the Coordinator CS Software
- A minimum of 90 MB of available disk space

Required on The County Coordinator CS Computers for Exchange:

- An Internet connection

Updates to the Specified Coordinator CS Configuration items listed in this section **(Specified Coordinator CS Configuration)** may be required from time to time as described in update notices from Vendor. The County is responsible for procuring, installing and implementing such updates as long as they do not violate County architecture standards and requirements.

1.1.4 Restrictions, Excesses, and Exceptions.

If limits of this license are exceeded, the County must pay Vendor for the excess at the rates and fees stated in the Vendor's Cost Proposal. The County and its Authorized Users may access and use the Solution only in accordance with the Documentation.

1.2 Responsibilities of the Vendor.

The Vendor is responsible for the procurement, maintenance, and server-side Internet access of the Solution. The Vendor is also responsible for any operating system and other third party software needed to run the Solution on the Vendor's Servers. The Vendor or its Hosting Facility, not the County, owns and holds the licenses to such third party software. The Vendor (directly or through its Hosting Facility) will contract with the applicable third party software licensors for software maintenance, updates, and new versions. The Vendor will ensure that the software licensed, installed on the Vendor's Servers, and used by the County does not violate the constraints of the County Architecture Standards and Requirements as long as such constraints do not adversely affect the operation of the Solution or require that the solution be ported to a different platform.

If system performance degrades to the point of frequent complaints by the Authorized Users, the Vendor agrees to increase the capacity of the Solution appropriately to address the performance issues at no additional cost to the County.

1.3 Responsibilities of the County.

1.3.1 Responsibility for County Computers.

The County, at its expense, is responsible for procuring, installing, implementing, and maintaining the County's Computers. This includes system software, web browsing software, Internet access, data feeds, telecommunications, networks, peripherals and any other items and services needed by the County's Computers to access (via the Internet) the Solution, and the County data stored within the Solution.

1.3.2 SSL Certificate.

The County, at its expense, is responsible for procuring, a 128 (or greater) bit SSL certificate for County owned domains for the encryption of data transfer between the County/third-party Computers and the Vendor's Servers.

1.4 Updates and New Versions.

The Vendor shall make available to the County at no additional charge all upgrades, patches, and new versions, and new modules that are included as a standard part of the Enterprise license to the Solution as they are released so long as the County is currently under this Agreement. Problems resulting from a Vendor initiated change to the Solution will not be charged against County support hours. To ensure that documentation is consistent with the operating environment, updated documentation shall be delivered concurrently with the each update. County's License will be extended to include any future enhanced functionality that Vendor makes to its standard Enterprise License offering.

1.5 Escrow.

The Vendor shall establish an escrow account with the exact version of the source code being implemented for the County, to ensure that the County has unrestricted access to, and use of the source code, in the event the Vendor ceases to exist, ceases to support the Web-based Software, or otherwise terminates its relationship and/or ownership to the Web-based Software.

1.6 Compliance Standards:

Within 18 months after general availability release of applicable County Third-Party Products required to use the Web-based Software, the Vendor and the County will partner to achieve compatibility with the County architecture and security requirements.

- The Vendor will ensure that the Web-based Software remains compatible with existing County software for a period of at least 18 months after newer versions of County Third-Party Products are available for Production use.
- The Vendor will ensure that changes made to the Solution by the Vendor are at no charge to the County (unless otherwise specified in an SOW) and will be covered as part of this agreement.

1.7 Acceptance Testing Standards:

Any interim and final deliverables will be tested, including integration, progression, and regression testing, by the Vendor prior to releasing it to the County for acceptance testing. A failure to do so will result in immediate rejection of the deliverable by the County. The task will be considered complete when the County has accepted all the deliverables in writing.

1.8 Documentation:

The Vendor shall supply complete documentation in printed and electronic format. The documentation shall include but is not limited to:

- a. Technical Documentation - shall include information such as, but not limited to, the architecture, program descriptions, relational database design, record or table layouts, file schemas, and API's. The Vendor shall provide detailed and comprehensive graphical and entity relationship diagrams showing the Vendor's architecture of the Solution. The Vendor shall submit full Data Models and Database Schemas. The Vendor shall document all interfaces built for the Solution.
- b. Systems Administration Documentation - shall describe the steps and procedures needed to administer the Solution on a day-to-day basis. It shall include information such as, but not limited to, procedures for creating and maintaining user accounts, creating and maintaining security roles, creating, maintaining, and inserting HTML code for eRecruiter, generating automatic emails, sharing data between accounts, and other administrative functions that are provided by the Solution.

- c. User Documentation - shall describe the operation of the Solution from the perspective of the end user. The documentation shall include, but not be limited to, sign-on and sign-off sequences, menu operation, screen descriptions, means of invoking online help facilities, and report generation. The documentation shall be presented in a user-friendly manner.
- d. The Vendor shall, at no charge to the County, provide updated Technical, System Administrator, and User documentation when major Solution changes or updates occur including, but not limited to, Versions or Releases. Documentation will be provided in electronic format with permission for the County to distribute to Authorized Users and other County staff as needed. The County has the right to make duplicate copies of all documentation for use by the County.
- e. The Vendor shall, at no charge to the County, provide documentation for any Solution configurations and integrations.

1.9 Passwords and Access.

User IDs (e.g., logins), passwords, and access to the Solution and the County Data residing on the Vendor's Servers will be administered and governed by the County's IT Security Policy. The County is responsible for all access by County Users. The County must notify the Vendor of any known misuse of the County's account(s) or any other known breach of security relevant to this Agreement or the Vendor.

1.10 Security.

The County is responsible for maintaining system security requirements, technical and procedural access controls, and privacy and confidentiality controls to ensure that there is no unauthorized or improper access to the Vendor's Servers by County Users. In the case of misuse by Third-Party Users of the Solution, neither the County nor the Vendor will be held liable.

The Vendor is not responsible or liable for any unauthorized or improper access to or use of the Solution, County Computers, or County Data where such access or use originates outside of the Vendor's Servers or the Solution, or from, by or through County Users or County Computers.

The Vendor is not responsible for implementing and maintaining virus detection, quarantine, and eradication capabilities for County Computers and Third-Party Computers and systems.

The Vendor is responsible for maintaining adequate technical and procedural access controls, security requirements, and devices to ensure that there is no unauthorized or improper access or use of County hardware, software, or the Solution, or violation of data privacy or confidentiality, from, by or through any equipment or facilities that it (or its contractors) owns or controls including, but not limited to, computers, networks, communication links or devices, offices, or facilities.

The Vendor is responsible for maintaining adequate technical and procedural access controls, security requirements, and devices to ensure that there is no unauthorized or improper access or use of County hardware, software, or the Solution, or violation of data privacy or confidentiality, from, by or through any of its personnel including, but not limited to, its employees, agents, representatives, contractors, volunteers, clients, customers, affiliates or Authorized representatives of the Vendor.

The Vendor must notify the County in writing upon detection of possible misuse of the County's accounts, unauthorized access to customer accounts or data, or potential leak of information. The Vendor is solely responsible for all unauthorized access which is not specifically attributed to Authorized Users' willful or negligent acts or breaches to the County's technical infrastructure.

1.11 Intellectual Property.

The software provided in the Solution and all associated copyrights and intellectual properties are the property of the Vendor (and its licensors, if any, to the extent that the said software includes any computer programs or intellectual property licensed to the Vendor). The Vendor does not assign or convey ownership of any copyright or other intellectual property to the County.

1.12 Number Of Users.

This Agreement is for an Enterprise License, the number of Authorized Users is unlimited for the Web-based Software and Applet Software except for the "Coordinator CS Software", for which the County has the number of licenses specified section 1.1.3 (**Coordinator CS Software**) of this Agreement.

Section 2 – Services

2.1 Additional Services.

For Additional Services, the Vendor shall submit a Statement of Work (SOW) to the County, which shall be mutually agreed upon by both parties, in writing, prior to the start of any work for services. At a minimum, the SOW must describe the functionality to be achieved, specify a schedule of deliverables, and include the number of hours for each time category to complete the work. However, additional services are per a fixed fee schedule. Compensation for add-on services listed in this contract is specified in the Vendor's Cost Proposal. All payments to the Vendor are based on written acceptance of deliverables by the County. In addition, any work performed by Vendor under this provision shall be covered by this agreement without the need for a contract amendment.

2.2 Licensed Global Publishing Services.

County Users who have specifically been given "Licensed Global Publishing Rights" through the Web-based Software may submit "Licensed Global Publishing Content" to the Vendor in accordance with Appendix B (**Global Publishing and Content License Terms and Conditions**).

2.3 No Charge Services

- **FTP Access**
Upon request from the County, the Vendor will grant to the County FTP (or similar) access to the Vendor's Server to facilitate access and/or storage of website files related to the Web-based Software and this agreement.
- **Firewall and SSL Certificate**
To secure access to the Vendor's Server, the Vendor shall maintain the Vendor's Server behind a hardware firewall. The Vendor shall provide a 128-bit Secure Socket Layer (SSL) certificate to encrypt data transfer between the Vendor's Server and County/third-party computers for use with any Vendor owned domains.
- **Server Backup**
The Vendor shall perform weekly full backups and daily differential or incremental backups of the Vendor's Server with 4 week tape retention.
- **Anti-Virus**
The Vendor shall protect the Vendor's Server with anti-virus software with updates and additional virus signatures installed as they become available.

Section 3 - Support and Maintenance

3.1 Support.

The County shall be entitled to Support from the Vendor's customer support personnel. At a minimum, the Vendor's Tier II support personnel will be available from 8:00 AM through 5:00 PM, Mountain Time or Mountain Day Light Savings Time, Monday through Friday. However, for critical issues and emergencies, support will be available to the County's primary and backup support staff assigned to this project. The Vendor will provide a monthly number of support hours as mutually agreed upon by the County and the Vendor. Any support provided by the Vendor to the County outside of the hours defined above shall be at a rate consistent with the Vendor's Cost Proposal.

Upon contract award, the County shall provide to the Vendor, the County's authorized names and contact information designated to support this project and the Vendor shall provide the names and contact information for its support staff and staff in the Escalation Path as specified in Appendix A. Each party shall be responsible to provide the other party with updated information when the names or contact information change.

3.2 Maintenance and Errors.

The Vendor is responsible for the maintenance of the Solution as provided in Section 1.2 (**Responsibilities of the Vendor**) and Appendix A titled **Service Level Agreement**. The Vendor shall use reasonable efforts to diagnose Errors reported by the County, to troubleshoot such Errors, and to provide resolutions such as, but not limited to, maintenance fixes, corrections to the Documentation, or work-around resolutions. The County will report Errors to the Vendor in reasonably complete detail and will assist the

Vendor in its efforts to diagnose and reproduce the Error and test the resolution. Prioritization of Errors shall be in accordance with Appendix A ,Section 5 (**Service Level Agreement, Response Time**); however, the County recognizes that Errors reported by other customers may have larger consequences than a particular County Error; therefore, the Vendor may request from the County a change in response time for a particular Error. The County will work and cooperate with the Vendor in good faith.

Section 4 – Payments and Amendments

4.1 Fees.

4.1.1 Agreement Type and Changes

The contract will be a deliverables-based, 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. Changes in cost for any subsequent Contract Renewal Periods will be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant indices, but in no case shall increase by more than 5% annually.

4.1.2 License Fees and Payments

Vendor shall invoice the County for the Initial License Term licenses to the Web-based Software upon receipt of a County issued Purchase Order. The County shall pay Vendor for the Initial License Term licenses within 30 days of receipt of a properly completed invoice from Vendor. Vendor shall invoice the County for each License Renewal Period sixty (60) days prior to the beginning of the License Renewal Period. Should the County elect to renew this Agreement and its licenses to the Web-based Software, the County shall pay Vendor the license fees for the License Renewal Period prior to the expiration of the previous License Term.

4.2 Late Payment, Suspension and Termination. Any amount due not paid by the Customer to the Vendor, in full, and in a timely manner shall accrue interest at the highest rate allowed by applicable law, and such interest shall be paid by the Customer to the Vendor in addition to all other amounts payable under this Agreement. If the failure to pay lasts for more than 30 days after such demand, the Vendor may terminate this Agreement in accordance with Section 6.2 (**Breach**).

4.3 Amendments.

Any amendments to this Agreement, including any Appendices, shall be via a mutually agreed to Contract Amendment. However, Additional Services will not require a Contract Amendment, but rather a written Statement of Work mutually agreed to, and signed by both parties (See Section 2.1 **Additional Services**).

Section 5 - County Data and Confidentiality

5.1 County and Customer Data.

Transmitting of the County Data must be in accordance with the Vendor's specifications and guidelines as described in the documentation provided to the County. The County is

responsible for the accuracy, integrity, completeness and content of the County Data except for issues caused by Errors.

5.2 Shared or Published Information:

The Vendor's Web-based Software and services are specifically designed for the purpose of easily sharing volunteerism information. Once the County specifically chooses to share, disclose, or publish such information, including, but not limited to, information about individual volunteers, clients (recipients of volunteer service), service opportunities, or organizations by using the Licensed Software, the Vendor is not responsible for the use, disclosure or publication of the information by or to its recipients. The County also acknowledges that once such information has been shared, disclosed or published it cannot be recalled even if the County should later desire to do so. This paragraph does not apply to publishing or disclosure of County Data caused by Errors in the Web-based Software.

5.2.1 Use of County Data for Statistical Purposes: Vendor may extract data (including Customer Data) stored on Vendor's Servers and compile or create general bulk statistical information about volunteerism and other subjects, and may publish, copy, use, distribute, license and/or sell such general bulk statistical information and authorize others to do so. Such general bulk statistical information must not include Personally Identifiable Information (PII), PHI, or PCI.

5.2.2 Individual and Organization Information: Except as described below (Shared or Published Information) or as required by law, regulation or order of a court or government entity, Vendor will not disclose, reveal, share, or sell any PII, PHI, or PCI in County Data about any individual including name, address, telephone number, or email address, nor will Vendor disclose any statistical information in County Data that identifies or can be identified with any specific individual volunteer, client, or organization without that volunteer's, client's or organization's prior written approval.

5.3 Confidential Information of the County and the Vendor.

The County Data is and will remain the sole property of the County. The County shall have full access to County Data and the documentation required to understand the structure and the relationships of the County Data including documentation of all tables, layouts, entity-relationship diagrams, and XML schema upon request. Database query, extract and download capabilities via the interfaces of the Solution into external formats must be operational and available as must FTP during the Contract Term for appropriate County personnel to access.

The above is not meant to include proprietary programs or other intellectual property unique to the Vendor's Solution. However, such claim to proprietary content cannot intrude on the County's right to access County Data without undue interference or additional cost during the Contract Term of this Agreement or as provided for in section 6.4, titled **Data Storage Without Access Following Termination**. The Vendor may not use County Data for any purposes without the express written consent of the appropriate County representative.

Sensitive or Confidential information may not be removed from County premises or from off-site hosting facilities unless the County has approved such removal in advance in writing.

This includes, but is not limited to, portable computer hard disks, portable memory devices (including USB drives), floppy disks, CD-ROMs, magnetic tape cartridges, and paper documents containing sensitive or confidential information. This paragraph does not apply to authorized off-site backups which are in encrypted form.

5.4 Exceptions.

This Section does not apply to or excuse any infringement of copyrights or patent rights.

Neither Party will have any obligation under Section 5.3 (**Confidential Information of the County and the Vendor**) with respect to information that is publicly known through no fault of the receiving Party.

If any information is lawfully disclosed or licensed by a third party to a receiving Party, then Section 5.3 (**Confidential Information of the County and the Vendor**) will not restrict the receiving Party from making any lawfully authorized use or disclosure.

If any disclosure of confidential information is required by law, government regulation, or court order, the receiving Party may make such disclosure, but the receiving Party must first give notice thereof to the disclosing Party and cooperate with the reasonable request of the disclosing Party in seeking and obtaining any protective orders or other protections that might be available.

Notwithstanding anything to the contrary, the Vendor has no obligation or restriction with respect to any Feedback received from the County or its Authorized Users.

Notwithstanding anything to the contrary, the restrictions and obligations in this Agreement (or in any other agreement) applicable to County Data or any confidential or proprietary information of the County do not apply to any Licensed Global Publishing Content under Appendix B (Global Publishing and Content License Terms and Conditions).

Section 6 – Contract Term and Termination

6.1 Term and Termination.

See the definition of "Contract Term".

6.2 Breach.

If either Party breaches this Agreement and fails to cure said breach within 30 days after receiving notice of said breach from the non-breaching Party, then the non-breaching Party may terminate this Agreement. This Section will not limit the relief, remedies and damages to which the non-breaching Party may be entitled. A failure to make payment is considered a material breach of this Agreement. A party will be deemed in breach of this Agreement for the purposes of this Section if such Party is or becomes insolvent or unable to pay its debts in a timely manner.

6.3 Effect of Termination.

In the event of any termination or expiration of this Agreement, the following will apply: (a)

Sections	1.11	Intellectual Property
	1.1.3(a), (b), (d)	Coordinator CS License Terms and Conditions
	4.2	Late Payment, Suspension and Termination
	5	Privacy and Confidentiality, except for section 5.2.1 (Use of County Data for Statistical Purposes)
	6.2	Breach
	6.3	Effect of Termination
	6.4	Data Storage without Access Following Termination
	7	Representations, Disclaimers, Limitations, and Indemnification
	8	General Provisions,

and all obligations to indemnify or hold harmless and all provisions relating to the protection of the Web-based Software, Applet Software, Documentation or Vendor's intellectual property will survive termination or expiration and remain in effect; (b) Termination or expiration of this Agreement will not affect or delay any payment under this Agreement that accrues or is payable prior to, or that is for any right or Services performed prior to, such expiration or termination; (c) All licenses and rights of Customer under this Agreement will terminate and all access to and use of the Web-based Software, Documentation and Applet Software by Customer will terminate; and (d) Services will cease. Customer must ensure compliance of all Authorized Users, employees, agents, representatives, contractors and affiliates with these obligations.

6.4 Data Storage Without Access Following Termination.

If and as mutually agreed in writing, the Vendor may continue to store County Data on the Vendor's Servers following termination of this Agreement for an agreed-upon temporary period of time and without the County having any license or right to use the Web-based Software and Applet Software or to transmit or access the County Data to or from the Vendor's Servers (the "Temporary County Data Storage Services"). If the Parties do not reach agreement on Temporary County Data Storage Services within 30 days of the termination or expiration of this Agreement or if the County declines Temporary County Data Storage Services, then the Vendor may erase or destroy the County Data. No later than 27 days after the termination or expiration of this Agreement the County may request and be granted by the Vendor temporary access to the Solution. Unless otherwise mutually agreed upon, this period of temporary access shall not exceed 72 hours and may be used to export the County Data, and for no other purpose. In the event that the Exchange Data Transfer Service capability of the Coordinator CS Software, the API and its associated documentation do not provide access to all data including data fields, attachments and graphics in a clearly defined manner, then the vendor will also be responsible to provide any missing Customer Data requested by County prior to the end of the Temporary County Data Storage Services period. Such Temporary County Data Storage Services will be considered no-charge Services under this Agreement and the provisions of this Agreement that are relevant to the County Data Storage Services will survive termination and remain in effect for the duration of the temporary storage. If the License and this Agreement are fully reinstated by mutually written agreement of the Parties, then the stored County Data will

be available to the County for access and use in accordance with the reinstated License and Agreement.

Section 7 –Representations, Disclaimers, Limitations, and Indemnification

Representations

Vendor represents the following:

- **Performance:** The specifications for and performance of all software and services, commencing upon written acceptance by the County shall conform to the Documentation.
- **Configuration:** The Vendor represents that the Solution includes“, or will include based upon the feature delivery schedules in the Vendor’s Proposal, all components necessary to perform the functional requirements listed herein.
- **Release:** The Vendor certifies the combination of hardware, software, and operating system requirements specified by Vendor.
- **Viruses and Malware –** The Vendor warrants against deliberate time bombs (e.g., technology to disable or otherwise hinder the Solution’s functionality).
- **Vendor Capability:** The Vendor is currently financially viable and there are no current legal proceedings against the Vendor that could jeopardize this agreement.
- **Past Success:** The Vendor represents that the Web-based Software is installed and running at other similar locations, and there is no pending litigation against the Vendor based upon problems with the Solution and/or vendor performance.

7.1 Disclaimer.

THE VENDOR MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THERE IS NO WARRANTY THAT THE SOLUTION, OR SERVICES ARE ERROR FREE OR THAT THEY WILL BE UNINTERRUPTED. THE VENDOR SHALL HAVE NO LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT OR OTHERWISE WITH RESPECT TO ANY PERFORMANCE PROBLEM, OR OTHER MATTER TO THE EXTENT ATTRIBUTABLE TO: (A) ANY COMBINATION OF ANY OF THE WEB-BASED SOFTWARE, AND/OR SERVICES WITH ANYTHING NOT PROVIDED BY THE VENDOR (OTHER THAN AS SPECIFIED IN THE CONFIGURATION PROVIDED BY THE VENDOR), OR (B) ANY ACT OR OMISSION BY THE COUNTY, ITS AFFILIATES OR ITS, EMPLOYEES, CONTRACTORS, OR (C) ANY BREACH OF THIS AGREEMENT BY THE COUNTY.

7.2 Limitation on Liability.

THE VENDOR’S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED A LIMIT EQUAL TO THE TOTAL AMOUNT PAID BY THE COUNTY TO THE VENDOR DURING THE FIRST YEAR OF THIS AGREEMENT NOR WILL THE VENDOR BE LIABLE IN ANY CASE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY DAMAGES OR FOR LOSS OF PROFITS, REVENUE, OR BUSINESS, EVEN IF THE VENDOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE VENDOR IS NOT RESPONSIBLE FOR LOSS OF USE OF ANY WEBSITE, INTERNET ACCESS, HARDWARE OR SOFTWARE, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE PERFORMANCE, EQUIPMENT, SOFTWARE, OR SYSTEM, OR CLAIMS BY ANY PARTY OTHER THAN THE COUNTY. THIS AGREEMENT, AND SECTION 7 IN PARTICULAR, DEFINES A MUTUALLY

AGREED UPON ALLOCATION OF RISK AND THE FEES AND OTHER CONSIDERATION HAVE BEEN SET TO REFLECT SUCH ALLOCATION. NOTHING IN THIS PARAGRAPH SHALL NEGATE OR AMEND ANY OF THE VENDOR'S INDEMNIFICATION OBLIGATIONS.

- 7.3 Responsibility for Results and Third Party Web Sites, Content, Services, and Products.**
The County acknowledges that the Solution is a complex software and hardware system and that the County is cautioned and expected to verify any results or work product obtained through use of the Solution. The Web-based Software or Applet Software or their use may enable or invite links to the websites of third parties or the use of third party content, data, services, or products. The Vendor will have no liability or obligation relating to any such third party or any third party websites or third party content, services, data, or products, or third party privacy or use policies or practices even if such third party content and/or data are stored on or served from the Vendor's Servers.
- 7.4 Reliance on Instructions from the County.**
The County will designate a point of contact within DIT who is authorized to convey decisions made by the County. The Vendor may rely on and act in accordance with any instructions, requests, or information provided by this point of contact and will incur no liability in doing so.
- 7.5 Other Limitations.**
The obligations of the Vendor under this Agreement run only to the County and not to its Authorized Users, affiliates, agents, representatives, contractors, clients, customers, or any other persons.
- 7.6 No Obligation To Retain Data Post Termination.** Vendor is under no obligation to retain any County Data stored within the Solution after termination of this Agreement beyond the period specified in section 6.4 (**Data Storage Without Access Following Termination**).
- 7.7 Representations of the County.**
- a) County Materials.**
The County represents that County Materials do not and will not infringe, misappropriate, breach or violate any trade name, trademark, service mark, copyright, patent, trade secret or other intellectual property or right of or obligation to a third party and that the County has provided and granted to the Vendor all rights necessary for such inclusion and use of County Materials.
 - b) No Unlawful or Disreputable Purpose.**
The County represents that the County will not access or use any of the Solution or Services for any unlawful or dishonest purposes.
- 7.8 Warranty by the Vendor.**
The Vendor warrants that if the Web-based Software does not comply in any material respect with its then-current Documentation and the County gives notice of such non-compliance to the Vendor, then the Vendor will correct the Web-based Software or provide

a work-around solution. If the Documentation is in error, then the Vendor may correct the Documentation.

7.9 Indemnification by the Vendor.

If a third party makes a claim against the County, that any information, design, specification, instruction, software, data, deliverable, or material furnished by Vendor, and used by the County infringes its intellectual property rights, Vendor, at its sole cost and expense, will defend the County against the claim and indemnify the County from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Vendor, if the County does the following:

Notify Vendor promptly in writing, not later than 30 days after County's receipt notice of the claim (or sooner if required by applicable law)

Give Vendor sole control of the defense and any settlement negotiations, provided, however that such settlement (i) will not contain an admission of liability or wrongdoing by any Authorized Contract User (ii) does not impose upon any Authorized User any obligations determined by Fairfax County to be material other than an obligation to stop using any infringing items: such control by Vendor shall be subject to applicable law; and

Give Vendor the information, authority, and assistance it needs to defend against or settle the claim.

If Vendor believes or it is determined that any of the Material may have violated a third party's intellectual property rights. Vendor may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Vendor may end the license for, and require return of, the applicable Material and refund any fees the County paid for it and any unused license subscription fee prorations, prepaid technical support and/or maintenance fees the County for. Vendor will not indemnify the County if the County: alters the Material, except as may be expressly provided in the Solution and/or Program documentation, or use it outside the scope of use identified in the Solution and/or Program documentation. Vendor will not indemnify the County, to the extent that an infringement claim is based upon any information, design, specification, instruction, software data, deliverable, or material not furnished by Vendor. Vendor will not indemnify the County to the extent that an infringement claim is based upon the combination of any Material with any Programs or services not provided by Vendor, except where such combinations are expressly specified by Vendor in the Solution and/or Documentation and/or agreed upon by both parties in writing. Vendor will not indemnify the County for infringement caused by the County's actions against any third party if the Solution, as delivered to the County, and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. This section provides the parties' exclusive remedy for any infringement claims or damages.

Section 8 - General Provisions

8.1 Assignment and Successors.

This Agreement is not assignable or transferable, except that this Agreement may be assigned or transferred by the Vendor to any third party who acquires substantially all of the Vendor's intellectual property in and to the Solution and who will continue to provide the Services to the County in accordance with the Agreement for the Contract Term. Any assignee or transferee to whom this Agreement is assigned or transferred must assume the assigning Party's duties and obligations under this Agreement.

8.2 Waiver.

Any waiver of any breach or obligation under this Agreement must be in writing and any waiver of a breach will not be construed as a waiver of subsequent or similar breaches.

8.3 Relationship.

Neither Party is the partner, joint venturer, agent or representative of the other Party. Each Party is an independent contractor. There is no employment relationship between the Parties. Neither Party has the authority to make any representations or warranties or incur any obligations or liabilities on behalf of the other Party. Neither Party will make any representation to a third party inconsistent with this section.

8.4 Contractors.

The Vendor may subcontract its obligations or responsibilities to subcontractors, but this will not excuse the Vendor from its obligations and responsibilities under this Agreement.

8.5 Export Laws and Use Outside of the United States.

The County shall comply with all export laws and regulations and government orders applicable to the Solution or this Agreement. The County shall not export or re-export directly or indirectly (including via remote access) any part of the Solution or any confidential or proprietary information to any jurisdiction, country or person in violation of such laws, regulations or government orders. All use by the County of the Solution is limited to the United States of America. However, the County cannot control use of the webpages available to the public.

8.6 Injunctive and other Equitable Relief.

Each party acknowledges that the restrictions and protections in this Agreement relating to the protection of the Solution, County Data and confidential information are reasonable and necessary to protect the other Party's legitimate business and intellectual property interests. Each party acknowledges that any breach of any such restrictions will result in irreparable injury to the other Party for which money damages could not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance and preliminary and permanent injunctions issued by any court of competent jurisdiction in the Commonwealth of Virginia, requiring the breach to be cured and enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a Party or any other person may have against the other Party shall not constitute a defense or bar to the enforcement of any of the provisions of this section.

8.7 Notices.

Notices under this Agreement will be directed to the other Party's notice address provided in Appendix C (**Notices and Support Contacts**) attached hereto. Either Party may amend the name, information and address for its contact person by notice to the other Party, and such notice will constitute an amendment of Appendix C. Any notices required by this Agreement must be in writing.

8.8 Execution and Authority.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each person signing below represents that he/she is duly authorized to execute this Agreement for and on behalf of the Party for whom he/she is signing.

AGREED TO AND ACCEPTED BY:

Fairfax County
("The County")

Samaritan Software, LLC
("Vendor")

By (signature): Cathy A Muse

By (signature): Bruce E. Behmer

Name (print): Cathy A Muse

Name (print): Bruce Behmer

Title: Purchasing Agent

Title: Manager / CEO

Appendix A

Service Level Agreement (SLA)

SERVICE LEVEL AGREEMENT

Note: The Vendor's standard business and support hours are M-F from 8:00AM – 5:00PM MST/MDT.

1.0 General

This Service Level Agreement ("SLA") sets forth the service level requirements and credits available to the County for Critical Outage Events and Response Time failures. This SLA does not apply after the termination of this Agreement to any part of the Solution including the parts to which the County has been granted a perpetual license. In addition, it supplies the requirements for the Vendor to respond to and fix errors which are not Critical Outages.

For purposes of this SLA, the first "contract year" is the Initial License Term. Each one year License Renewal Period is also a "contract year."

2.0 Performance Events

If system performance degrades to the point of frequent complaints by the Authorized Users, the Vendor agrees to increase the capacity of the Solution appropriately to address the performance issues at no additional cost to the County.

3.0 Critical Outage Events / Priority 1 Errors

The SLA target is a level of Zero Critical Outage Events during any contract year. A Critical Outage Event is an unscheduled outage event or series of intermittent unscheduled outage events that causes the Solution, or a major functional component thereof, or County Data within the Solution, to become unavailable to the County for a total of four (4) or more hours within a single twenty-four (24) hour period beginning at the time that the County first notifies the Vendor of the first outage event during the twenty-four hour (24) period. Non-overlapping Events due to different problems are considered separate events regardless of whether they are in the same 24 hours. For purposes of the calculation of credits under the SLA's Section 6 (**Credits**) there will be no more than one Critical Outage Event for the same problem during any twenty-four (24) hour period.

4.0 Corrective Action - Critical Outage Events

If the County experiences a Critical Outage Event or other Error and the Vendor does not take corrective action according to the timeframes in the SLA's Section 5 (**Response Time**) to remedy the Critical Outage Event after notice from the County, then the County shall have the right to terminate the Software and Services Agreement and receive a pro-rated refund of the unused portion of annual fees paid by the County corresponding to the remainder of the then-current year following termination. Appropriate corrective action includes isolating and identifying the problem causing the Critical Outage Event, developing and implementing a corrective action plan, and communicating such plan to the County. Alternatively, if necessary, at the Vendor's discretion, appropriate corrective action includes developing and implementing a temporary workaround resolution. The action plan should

specify the activities required to correct the Critical Outage Event, the order and schedule of corrective actions required, the party responsible for performing each corrective action, and a specific time-period in which the critical outage will be resolved. Each party will execute the activities assigned to it in the plan. No unreasonable assignment will be made to the County. The Vendor will monitor the progress made in executing the plan and will provide regular status reports to the County until the Critical Outage Event is corrected. In order to expedite the corrective actions for a Critical Outage Event, the Vendor may present or make available its corrective action plan and record of actions taken in the form of an "after action" report after access to the Solution and County Data has been restored.

The County will expeditiously work and cooperate with the Vendor to provide any information reasonably necessary for the Vendor to demonstrate the Critical Outage Event in a repeatable manner and to develop and implement a corrective Action Plan.

5.0 Response Time

The Vendor shall exercise commercially reasonable efforts to correct any Error reported by the County in accordance with Section 3.2 (**Maintenance and Errors**) and the priority levels defined below. The highest priority that applies to an Error determines its response time and repair time. The Priority definitions are listed from the highest priority to the lowest priority.

"Priority 1 Error" (Critical Outage) means an Error that renders the Solution inoperative or causes the Solution to be unavailable or unusable to Authorized Users.

"Priority 2 Error" means an Error that results in the loss of any major or significant feature or functionality of the Solution, that results in a significant degradation of the performance of the Solution, or that significantly restricts the County's use of the Solution.

"Priority 3 Error" means an Error that results in the loss of a minor feature or functionality of the Solution or an Error in the Documentation, but that allows all Authorized Users to continue using the Solution without a change in their Business Process.

"Priority 4 Error" means an Error that has a negligible or insignificant impact on the County's use of the Solution, but nonetheless results in software functionality that deviates from the Documentation.

In the table below, Repair means to correct the Error, or Documentation, or provide a reasonable work-around resolution consistent with Section 3.2 (**Maintenance and Errors**) of the Software and Services Agreement.

PRIORITIZED RESPONSE TIMES

<u>ERROR PRIORITY</u>	<u>TIME TO RESPONSE</u>	<u>TIME TO REPAIR</u>
1	2 hours	1 business day
2	2 hours	2 business days
3	1 business day	As scheduled for correction and implementation by the Vendor as mutually agreed upon by the Parties
4	2 business days	As scheduled for correction and implementation by the Vendor as mutually agreed upon by the Parties, possibly never.

ESCALATION PATH FOR EMERGENCIES

<u>Order</u>	<u>Person</u>	<u>Contact Type</u>	<u>Phone/Pager (Duty Pager)</u>
1	<i>Client Services Manager Assigned at time of contract execution</i>	Client Services	801-328-3972 x204
2	Keith Leonard	Client Services	801-328-3972 x201
3	Juan Rivero	Quality Assurance	801-328-3972 x202
4	Bruce Behymer	Product Development	760-328-3972 x250

The above individuals are to be contacted only by the County's designated Technical Contacts during the support hours specified in Section 3.1 of the Agreement (**Support**). Note that the specific individuals named above may be replaced by other individuals at the Vendor's selection and convenience upon notice to the County.

Before the Vendor shall be deemed to have failed to repair as set forth in this section 5 (**Response Time**), the County shall have escalated an unresolved problem to one of the people identified above and the corresponding time to repair specified in this section 5 (**Response Time**) shall have elapsed from the time that one of the people listed in the escalation path provided a response to the County's notice of the Critical Outage Event or Error.

6.0 Credits

The Vendor will provide a "1.5 hour support credit" for each unscheduled Critical Outage Event during a contract year ("Critical Outage Event Credit"). The County will not be eligible to receive multiple Critical Outage Event Credits for the same or overlapping twenty four (24) hour period(s) of time. The cap on Critical Outage Event Credits equals a total of ten (10) "1.5 hour support credit" credits per contract year.

The Vendor will provide a "1.5 hour support credit" for each Error reported by the County for which the Vendor does not respond to the County within the time specified by the Prioritized Response Times table above ("Response Time Credit"). The cap on Response Time Credits equals a total of ten (10) "1.5 hour support" credits per contract year.

Credits will not be given if the Critical Outage Event or Error is caused by or attributable to (i) any conduct or action of the County or County Users including, without limitation, their negligence or misconduct, (ii) the initiation of any outages requested by the County, or the implementation or installation of any scripts, applications, equipment, or services requested by the County, where such request is characterized to the Vendor as "urgent" in writing (which may be by email) by at least one of the County's contacts listed in Appendix C (**Notices and Support Contacts**), or one of the County's Technical Contacts known to the Vendor, (iii) maintenance outages scheduled in advance by the Vendor, or (iv) Force Majeure as defined in the Software and Services Agreement.

The County's right to terminate the Software and Services Agreement under the SLA's Section 4.0 (**Corrective Action – Critical Outage Events**), any credits due the County under this SLA, and any statutory remedies available to the County will be the sole and exclusive remedies of the County for any claim relating to outages or response times.

7.0 Security Shut-Downs

Credit will not be given for any events resulting from an interruption or shut down of the Solution due to circumstances reasonably believed by the Vendor to be a significant threat to any of the following: the normal operation of the Solution or services to other customers, or the Vendor Servers, or access to or integrity of County Data or the data of other customers (e.g., hacker or virus attack). In the event of such an interruption or shutdown, the Vendor will return the Solution to normal operation as soon as reasonably practicable in accordance with its reasonable business judgment. The Vendor will keep the County informed of progress in resolving the issue.

Appendix B

Global Publishing and Content License Terms and Conditions

Note that the capabilities described in this Appendix are only available to County eCoordinator users with the appropriate privileges.

Section 1 – Global Publishing

1.1 Global Publishing Folders.

The Solution user interface provides certain folders called Global Publishing Folders. Any opportunity or organization record that an Authorized User of the Solution places into a Global Publishing Folder may be shared with, distributed to, and published on any of several websites for the purpose of increasing that opportunity's or organization's exposure and improving the likelihood of recruiting volunteers. The Vendor's Web-based Software also allows Authorized Users to submit opportunity and organization records for sharing, distribution and publishing through other websites. The term record as used in this Appendix means any record, data, work of authorship, content or information.

1.2 Licensed Global Publishing Content.

Any record that the County or an Authorized User puts into a Global Publishing Folder or otherwise submits through the Solution for sharing, distribution or publishing is referred to herein as "Licensed Global Publishing Content." Any record or copyrightable material associated with the presentation of volunteer service opportunities or organizations that is part of or linked to by the Solution database records for those service opportunities or organizations is also considered part of the Licensed Global Publishing Content.

Section 2 – Publishing License

2.1 Publishing License.

The County grants to the Vendor a nonexclusive, worldwide, royalty-free license and right to copy, distribute, publish, reformat, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the Licensed Global Publishing Content and to authorize others to do so (the "Publishing License"), with the right to grant sublicenses to others, subject to the restrictions in this Appendix.

2.2 Reservation of Rights.

Except for the Publishing License and rights granted in this Appendix or elsewhere stated in this Agreement, the County does not assign or convey to the Vendor any other rights in or to the Licensed Global Publishing Content. This Appendix does not limit any rights and permissible uses that the Vendor would have independent of this Appendix, including rights under the U.S. Copyright Act or other applicable intellectual property laws. The Vendor and its sublicensees retain all rights in any content created by or for the Vendor or its sublicensees in connection with the exercise of the Publishing License or rights to the Licensed Global Publishing Content. Nothing in this Appendix or the Agreement will restrict

the Vendor from copying, distributing, publishing or otherwise using content the Vendor obtains from a source other than the County or its Authorized Users.

2.3 Links to the County's Website.

By providing the Licensed Global Publishing Content, the County specifically allows the Vendor and its sublicensees to publish or create links from its and their websites to the County's website and to publish, distribute and use any links in the Licensed Global Publishing Content. The County agrees that any web page to which any portion of the Licensed Global Publishing Content is linked will not spawn any pop-up or pop-under windows.

Section 3 – Usage and Changes

3.1 Use of Licensed Global Publishing Content.

The Vendor may choose to republish or not republish the Licensed Global Publishing Content at the Vendor's discretion.

3.2 Changes and Website Terms and Conditions.

It is possible that the terms and conditions of the websites to which the Vendor distributes or published Licensed Global Publishing Content may change from time to time, and the Vendor may make changes or amendments to this Appendix as reasonably needed. If the County does not agree to any such changes or amendments when notified, then the County must stop all further submissions of Licensed Global Publishing Content and the County may request that the Vendor disable the Global Publishing feature of the County's Web-based Software accounts. The Vendor may discontinue any websites as recipients of Licensed Global Publishing Content and may do so at any time and without notice. Links to the terms and conditions of other websites (but not necessarily all) to which the Vendor may distribute or publish Licensed Global Publishing Content may be found on the Vendor's website or, if not there, may be obtained by request from the Vendor and should be reviewed by the County and Authorized Users before submitting Licensed Global Publishing Content. The Vendor is not responsible for ensuring compliance of Licensed Global Publishing Content with the terms and conditions of other websites.

Section 4 – Consent and Responsibility

4.1 Consent.

Placing Licensed Global Publishing Content into a Global Publishing Folder or otherwise submitting Licensed Global Publishing Content is considered a request for distribution and publication and is consent to the exercise of the Publishing License and rights under this Appendix. The distribution or publication of Licensed Global Publishing Content and the exercise of any license or right under this Appendix will not be a breach of confidentiality or other breach of the Agreement by the Vendor.

4.2 Disclaimer and Responsibility.

LICENSED GLOBAL PUBLISHING CONTENT SHOULD BE LIMITED TO RECORDS RELATING TO VOLUNTEER SERVICE OPPORTUNITIES OR ORGANIZATIONS AND SHOULD ONLY BE SUBMITTED BY AUTHORIZED USERS. THE VENDOR IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED SUBMISSIONS OR FOR THE CONTENT OF ANY SUBMISSIONS. LICENSED

GLOBAL PUBLISHING CONTENT SHOULD NOT INCLUDE ANY PII, PCI, OR PHI, AND IT IS THE COUNTY'S RESPONSIBILITY (NOT THE VENDOR'S RESPONSIBILITY) TO PREVENT THE SUBMISSION OF PII, PCI AND PHI. THE VENDOR HAS NO OBLIGATION TO SCREEN, EDIT, CENSOR, MODIFY, CONTROL, OR MONITOR ANY LICENSED GLOBAL PUBLISHING CONTENT, EVEN IF DISTRIBUTED OR PUBLISHED BY THE VENDOR TO OTHERS OR TO OTHER WEBSITES. AFTER LICENSED GLOBAL PUBLISHING CONTENT IS DISTRIBUTED OR PUBLISHED BY THE VENDOR OR ITS SUBLICENSEES, IT MAY BE FURTHER DISTRIBUTED OR PUBLISHED BY OTHERS. THE VENDOR AND ITS SUBLICENSEES WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR SUCH DISTRIBUTION OR PUBLICATION OR FOR ANY MODIFICATIONS OR USES THAT SUBSEQUENTLY RESULT THEREFROM. THE COUNTY AND ITS AUTHORIZED USERS HAVE NO OBLIGATION TO SUBMIT ANY LICENSED GLOBAL PUBLISHING CONTENT. CUSTOMER IS RESPONSIBLE FOR ALL LICENSED GLOBAL PUBLISHING CONTENT SUBMITTED BY CUSTOMER.

4.3 Post-Termination Distribution and Publication.

Even if this Appendix or the Agreement or the Publishing License is terminated, or if the County removes the Licensed Global Publishing Content from all Global Publishing Folders, or if the Vendor discontinues distribution and publication of Licensed Global Publishing Content, it is possible that display and further distribution and publication by others of the Licensed Global Publishing Content to others may continue and the Vendor has no ability or obligation to terminate or control such further distribution and publication.

4.4 The Vendor's Mark and Link.

The Vendor may include the "the Vendor's Mark" with any Licensed Global Publishing Content that it or its sublicensee distributes, displays or publishes. The County will include the "the Vendor's Mark" on the County's eRecruiter web pages. This will include a link from the Vendor's Mark (and the County's eRecruiter web pages) to the Vendor's website as reasonably requested by the Vendor. The "Vendor's Mark" means the following:



The Vendor, by notice to the County, may change the Vendor's Mark as displayed on the County's eRecruiter web pages from time to time, provided that the County approves in writing any such change. The County or the Vendor will update the County's Licensed Software web pages with such Vendor Mark."

The County has the right to determine the location of the Vendor's Mark. The Vendor's mark will be no larger than shown in the example above. When a user clicks on the Vendor's Mark a County approved disclaimer page will appear indicating that the County is not responsible for any content after that point.

Appendix C

Notices and Support Contacts

Notices Contacts:

Each Party has designated for itself at least one notice address below. Notices relating to this Agreement will be directed to the other Party's notice address as follows:

The County's Notice Address:

Name: Ms. Cathy A. Muse, CPPO
Director, Purchasing and Supply Management
Address: 12000 Government Center Pkwy, Suite 427
Fairfax, VA. 22035-0013

Telephone: 703.324.3201
Fax: 703.324.3228
E-mail: cathy.muse@fairfaxcounty.gov

Vendor's Notice Address:

Name: Bruce Behymer
Address: 353 East 400 South, Suite 200
Salt Lake City, UT 84111

Telephone: 801.328.3972
Fax: 801.328.3966
E-mail: notices@samaritan.com

County Technical Contacts

County Technical Contact Information will be provided to the vendor once the contract is awarded. The County will notify the vendor upon changes to the contact information.



County of Fairfax, Virginia

ADDENDUM

Date: July 22, 2011

ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS
REFERENCE: RFP12-224931-42
TITLE: Volunteer Management System (COTS)
DUE DATE/TIME: August 3, 2011/2:00 P.M. **(Revised)**

The referenced request for proposal is amended as follows:

1. The closing date and time have been changed to August 3, 2011 @ 2:00 P.M.
2. In order to allow the County time to respond to additional questions via an addendum, the deadline to submit questions to the County is close of business Thursday, July 28, 2011. (Reference paragraph 16.1, titled "SUBMISSION OF PROPOSAL").
3. Attachment 9 is deleted in its entirety and is replaced by the new Attachment 9A - Requirements. In addition, all references to Attachment 9 in the subject RFP are deleted and replaced by Attachment 9A - Requirements, available electronically at <http://www.fairfaxcounty.gov/dpsm/solic.htm>.
4. Allow for the addition of sub-paragraph 10.1.h. titled "COST PROPOSAL INSTRUCTIONS:" as follows:
 - h. In addition to the requirements as set forth above, all Offerors are required to complete and submit with their COST proposal response Attachment 10 titled "REVISED COST PROPOSAL INSTRUCTIONS/BACKGROUND" and Attachment 10A titled "COST TEMPLATE FOR AN ENTERPRISE-COST STRUCTURE" both of which are attached hereto and available electronically at <http://www.fairfaxcounty.gov/dpsm/solic.htm>.

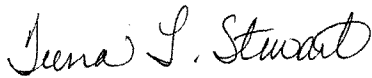
**Pre-proposal conference clarification remarks from the County are as follows:

- The Volunteer Management System (COTS) requirements contained in the RFP are a minimum. The County is relying on the vendor community for its depth of experience to respond with a proposed solution that would meet or exceed the minimum standards contained in the RFP. There are some ideas that are "nice to have" "would be a great addition", that can be proposed to the County as an alternative option and clearly identified as such. Another approach could be to propose different options to the County such as Option A meets the minimum requirements and/or Option B meets the minimum requirements with some recommended fields.

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- Be sure not to contact members of the SAC (Selection Advisory Committee) or any other person that may be involved in the RFP process as your firm could be disqualified from this RFP (Reference paragraph 19.2 titled "BASIS FOR AWARD"). Should your firm be a current county contracted vendor, be sure to continue working under that contract, but at no time seek information in reference to this RFP. Please direct all questions to the Contract Specialist, Teena L. Stewart 703.324.3227 or e-mail teena.stewart@fairfaxcounty.gov.
5. Refer to Attachment I of this Addendum, for questions and answers from the pre-proposal conference held on July 8, 2011 and from questions received via e-mail.

All other terms and conditions remain the same.



Teena L. Stewart, CPPB
Contract Specialist II

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

Name of Firm

(Signature)

(Date)

A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DATE/TIME OF CLOSING.

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.

Attachment I

- Q1. For a hosted solution are there any restrictions to where the solution is hosted?
A1. The County is concerned about hosting locations overseas or even outside of the County's time zone – particularly if it conflicted with application support during County business hours or maintenance windows that could potentially conflict with County business hours. Another concern would be potential performance issues and finally, the security of sensitive information both during transmission and at rest. The County prefers a back-up hosting site as well.
- Q2. Similar question for help desk staff, is there any restriction on where the help desk staff is located?
A2. As long as the help desk staff speaks English and can accommodate County support hour requirements, there is no restriction.
- Q3. Can the vendor assume that the initial Gap analysis will be restricted to the approximately 20 County Agencies and roughly 100 programs that are currently in place?
A3. It is desired enterprise requirements for the approximate 20 agencies will be considered in the proposed solution; however, the initial implementation phase will likely be limited to 4-6 agencies.
- Q4. Can you provide additional detail on the Volunteer Coordinator/Administrator/Manager role? Would these individuals be considered power users for the Volunteer Management System?
A4. That role provides support for the volunteers themselves, administers the system, performs data entry, runs reports, and may do some basic level configurations. In some cases, that role may be staffed by a technologically-sophisticated individual, who may perform more functions and thus be considered a power user.
- Q5. Data migration requirements. Are there any estimates available of the current volume of data (Preferably size and record counts by application)?
A5. One of the largest agencies has nearly 11,000 volunteer records dating back to 1978 with each volunteer having single or multiple program hour records associated with each volunteer.
- Q6. Are there any requirements on how much historical data must be migrated?
A6. Being that the County has various departments that may have a "home-grown" type system, the County cannot with specificity identify how much historical data must be migrated. But as an example please see A5 above.
- Q7. We understand that the initial Gap Analysis will be completed within 60 days of award, are there high level targets for deployment of the Volunteer Management system?
A7. The County anticipates that the gap analysis, core requirements, and implementation for the agencies included in the first implementation phase can be completed within a four-to-six-month period. The County has proposed this phased implementation approach to expedite implementation of the initial target agencies and will refine project estimates, including potential changes to the anticipated length of the gap analysis, upon project award.
- Q8. Section 12 Pricing requires three pricing requirements. Can we assume that this breakdown is for both goods and services?
A8. Yes.
- Q9. Attachment 3 provides an overview of the County IT Environment. Is there a detailed organizational chart available?
A9. The link to the County organization chart is below:

<http://www.fairfaxcounty.gov/government/county-org-chart.pdf>

Attachment I

- Q10. What is the County's preference for rolling out the Volunteer Management system, for example ten (10) Departments, three (3) departments, etc.
- A10. The County's preference is an initial implementation phase of four agencies, which may include multiple distinct programs, to be implemented by the end of the second quarter of 2012.
- Q11. Being that there are various departments throughout the County that wish to utilize the system could the County provide us some sample volunteer applications that it already uses?
- A11. The volunteer software currently in use by the County includes two solutions: 1) an in-house developed application which sits behind the County firewall and is not accessible to the public and 2) a proprietary vendor solution serving the County Park Authority. Volunteer application forms are available on the volunteer web page on the public website at: <http://www.fairfaxcounty.gov/volunteering/>
- Q12. Could the County provide a list of the types of background checks the various departments require for their respective volunteer pools?
- A12: Some of the background checks include but are not limited to DMV records, sexual offender records, state police records, finger print and FBI checks.
- Q13. Could the County define the Volunteer groups, particular program and volunteers within a program or service area?
- A13. The agencies identified in the first phase of the project (to be completed by end of second quarter 2012) include the Department of Family Services, the Department of Neighborhood and Community Services, the Health Department, and Libraries. In addition, each agency may have multiple volunteer groups.
- Q14. If we propose additional software to be utilized should we submit information on that?
- A14. Yes, be sure to clearly identify what those third party software products are and be sure to include any and all respective third party license agreements with your response.
- Q15. Does the County intend on dedicating staff to this project? If so could you identify the staff?
- A15. The County has a dedicated a project team including technical and business project management as well as staff from each program area.
- Q16. There is some conflicting pricing terms, one part references fixed price contract another references hourly / labor rates, please clarify.
- A16. The County intends on awarding a task order / firm fixed price contract for the initial implementation of the system. Should the County require additional work after acceptance of the system the County would need hourly / labor type categories for future requirements task order based requirements or hourly rate services for categories like senior analyst, junior analyst, senior developer, junior developer, etc. The County also requests that all fixed price and hourly / labor rates are fully loaded to include any travel, etc., the County will not pay any additional charges of any kind. In addition the County would want fixed price for the following:
- System licensing, whether licensed by enterprise or per user seat or licensed by some other means. Itemize it if necessary to include any required 3rd party software or utility tools
 - Hardware (would likely be a service fee if this is hosted outside of the County's infrastructure)
 - System configuration and implementation services
 - Training
 - Any other itemized project fixed cost
 - If Vendor hosted provide a chart of itemized Years 1-5
 - Payments must be tied to deliverables or tied to significant milestones

In addition to the above the County requires that all offerors include in their proposal response a list of County specific tasks, County work and County owned equipment, if any and County skill sets and County abilities and any other requirements the offeror requires of the County and/or County staff.

Attachment I

- Q17. I'm curious about why the Siebel solution hasn't been considered for volunteer management. It's my understanding that the County has the Siebel platform up and running. In wanting to minimize the cost and risk to the County, I think the current Siebel perform can be highly leveraged to meet your volunteer management needs.
- A17: The County considered all viable internal options prior to submitting this RFP. Offerors may propose solutions in accordance with the requirements as set forth in the RFP, Section 1 (Scope of Contract).
- Q18. One of the factors listed as a disqualifier for a proposal is if the proposed application takes components of existing software to create a Volunteer Management System. . . Our question is what is the criteria for determining if an application is a Volunteer Management System? Our proposed application will be based on an existing CRM application that has a volunteer management module. For this purpose it will not be a re-write of the application, but the emphasis will be on the modules we utilize for volunteer management. Our concern is the time commitment to the proposal, and whether we would be deemed non-responsive because our proposal uses an application that is not solely for the purpose of volunteer management, but does have some past performance in doing so and has module that is capable meeting all of the technical needs described in the RFP.
- A18. The product will be considered if the volunteer management component is not precluded by other criteria in the non-response section of the RFP.
- Q19. Will the vendor be providing support for Meals on Wheels and/or Retired Senior Volunteer Programs (or other Senior Corps)?
- A19. Meals on Wheels will need to be supported by the solution but Retired Senior Volunteer Programs is not a County program and thus will not need to be supported by the solution.
- Q20. Can you please provide the county technical guidelines for graphical website design?
- A20. Please reference Attachments 11, 12, 13, and 14 attached hereto and available electronically at <http://www.fairfaxcounty.gov/dpsm/solic.htm>.
- Q21. We note that several programs are already using volunteer management solutions (from online forms, database, paper, etc.), does the County want the Contractor to convert the data?
- a) If so, can the County provide a list of sources and the count for each source?
- A21. See A5 for one of the largest agencies. Information requested for all agencies is not currently available. Some programs will want/need their historical data to be converted. For some programs, data conversion may not be useful. Most programs will want to at least consider ways to keep their historical volunteer hours so that volunteers can receive awards based on their total hours contributed.
- Q22. Will the county pay prior to launching of the system if approved milestones are being met by the vendor?
- A22. Please reference answer to Q16 above. Upon written acceptance by the County of agreed-upon deliverables, the County will pay according to the agreed-upon payment schedule.
- Q23. Please clearly define what automated section 508 compliance checking tool does the county use?
- See the following page: <http://www.fairfaxcounty.gov/using/accessibility.htm>
- A23. The name of the tool is Powermapper: <http://www.powermapper.com/products/sortsite/index.htm> and see Attachments 11, 12, 13, and 14 attached hereto and available electronically at <http://www.fairfaxcounty.gov/dpsm/solic.htm>.
- Q24. Is the County willing to provide a resource and time to test the vendor's solution on an iterative basis as the solution is provided using the County's automated Section 508 testing tool?
- A24. Reference A23 for the tool the County uses; however, the County prefers the vendor complete their own testing.
- Q25. What tool does the county utilize for section 508 testing?
- A25. Reference A23.
- Q26. Should the "changes in cost...based on the Consumer Price Index (CPI-U), or other relevant indices" be included in the proposed cost sheet or as part of an amendment to a joint contract?
- A26. Not knowing if future years CPI tables will increase or decrease, typically a County contracted vendor price increase or decrease request is via an amendment to the awarded contract(s).

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Attachment I

- Q27. You reference "virtualized environment." Will this be a requirement considering the stated preference for a SaaS deployment?
A27. This requirement is only for County-hosted solutions.
- Q28. There are multiple references to various agencies requiring unique fields in the volunteer application forms. This implies that each agency will have their own forms that share some commonality but may also be customized. If so, then please indicate exactly how many agencies will want their own sets of forms as well as those agencies which will use a universal application form.
A28. The vendor should assume that all agencies will want the flexibility to have their own customized application form.
- Q29. Please describe the electronic relationship with the local Volunteer Center and exactly how the winning vendor will be required to work with them electronically. Specifically, which data will flow between the two systems and various agencies, in which direction(s). How frequently must this be passed? Live connection?
A29. There currently is no electronic relationship with the local Volunteer Center; however, at a minimum, the job postings and application forms should be shared both directions. The County prefers web-services-based interfaces; however, the vendor will need to accommodate the interface options available with the Volunteer Center product.

******THE FOLLOWING QUESTIONS ARE FROM THE ORIGINAL ATTACHMENT 9**

- Q30. 1.04 The system shall force password expiration every 90 days. Is this irrelevant since the county requires Active Directory integration (Requirement 1.09?)
A30. Requirement 1.09 (Active Directory integration) is only applicable for County-hosted solutions.
- Q31. 1.08 The system shall provide the capability for users and volunteers to reset their own forgotten passwords. Is this irrelevant for users since the county requires Active Directory integration (Requirement 1.09?)
A31. See A30. In addition, volunteers will not be in Active Directory even for County Hosted solutions.
- Q32. 1.09 For a County-hosted solution, the system shall integrate with Active Directory for County staff logins. Please define which type of Active Directory is being used. LDAP?
A32. Microsoft LDAP.
- Q33. 2.02 The system shall provide the capability for administrators and auditors to determine all HIPAA or sensitive data that a user has viewed within a time range. Is it sufficient to document when each user was in the account and any changes that were made?
A33. Yes assuming "account" means "volunteer record".
- Q34. 2.04 The system shall provide the capability for administrators and auditors to determine which users have looked at a particular record. Is it sufficient to document when each user was in the account and any changes that were made?
A34. Yes assuming "account" means "volunteer record".
- Q35. 2.05 The system shall provide the capability for administrators and auditors to determine which users have looked at any data that is HIPAA or deemed sensitive. Is it sufficient to document when each user was in the account and any changes that were made?
A35. Yes assuming "account" means "volunteer record".
- Q36. 3.01 The application shall provide interoperability with other applications. Should the answer to this question be contained in the response to Attachment #9 or in response to section 9.5-9.7 of the Technical Proposal?
A36. The County prefers it be addressed in both locations.

Attachment I

- Q37. 3.02 The application shall interface with the County's Volunteer Center (a non-County organization), which uses different software. Please clearly define "Interface". Specifically: Each data element, the direction(s) it will travel, and the timetable (live v. 24-hour synch). Should this integration cost be included in the scope of this RFP?
- A37. See A29. The integration cost should be included in Cost Section of the RFP.
- Q38. 3.03 The application shall interface with legacy Volunteer software within the County. Please clearly define which legacy software and also the word "interface" means. See previous question for item 3.02 for more information. Should this integration cost be included in the scope of this RFP?
- A38. The primary goal for this integration request is the ability to report unduplicated volunteer information at the aggregate level. Most legacy software will not have an API and thus imports/exports of data will be needed. Due to the wide variety of legacy software that exists, vendors are expected to provide recommendations on how best to address.
- Q39. 3.04 The application shall interface with the SAP Human Capital Management module. Please define "interface." Does SAP have an API? Which data will flow in which direction(s) on what timetable? Are there security protocols that will need to be considered? Should this integration cost be included in the scope of this RFP?
- A39. The cost should not be included at this time; however, this is an eventual interface that is desirable and vendors should describe in general terms their experience and approach used in the past with SAP or products similar to SAP.
- Q40. 3.05 The application shall interface with Emergency Operations software used by Health Departments and Emergency Operations groups (e.g., WebEOC, Roam Secure), as well as interfacing with software for managing the Medical Reserve Corp and CERT (Community Emergency Response Teams) groups. As with all other integrations, please define "interface" in terms of what data should be moving in which directions with EACH of these software applications. Should this integration cost be included in the scope of this RFP?
- A40. The cost should be included. Vendors are expected to provide recommendations based on their experience interfacing with these products.
- Q41. 4.01 The vendor shall provide Help-Desk support by both phone and email during normal County business hours. If the vendor is only supplying Tier II support to I.T. personnel is it acceptable to be available from 10am - 7pm EDT to accommodate standard business hours in a different time zone)
- A41. Reference section 11.2 of the RFP which states the County required Help-Desk support hours.
- Q42. 6.03 The system shall permit each agency to decide whether to allow volunteers to create and maintain their own volunteer timesheets. Does "timesheet" refer to the cumulative hours (logbook) reported by volunteers? If something else, please define.
- A42. Timesheet refers to hours logged in by the volunteers each time they volunteer.
- Q43. 7.03 The system shall permit different agencies to use different labels and terminology for the same level of data organization and reporting (e.g., one agency has Programs while another has Branches). Will there be a standard taxonomy or data dictionary for all agencies?
- A43. If you are asking whether the use of "program" or "branch", for example, will be standardized to one term, the answer is no as defined by the requirement to accommodate different labels. If the request is whether a taxonomy will be developed to map labels to data fields, it is not currently in the County's plan of work.
- Q44. 7.07 The system shall provide the capability to specify multiple locations for any task. If the vendor provides the ability for tasks (opportunities, events and trainings) to be replicated from templates will this meet the portion of this requirement related to multiple location deployment?
- A44. As long as the use of templates does not create duplicative work for data updates, configuration changes, or report development for multiple locations.

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- Q45. 9.01 The system shall have the ability for the County to optionally show the existence of any volunteer meeting specific criteria to any agency (e.g., geographical preference, skills, interests, hours of availability). What data is excluded from this? Name? Address? Phone?
- A45. The County prefers to exercise the option to exclude volunteer personal information (including but not limited to name, address, and phone) at the request of the volunteer.
- Q46. 9.02 The system shall not show additional details of the volunteer to entities other than those whom the "owning" agencies designate. If the volunteer determines that their information should be shared with multiple agencies should the system permit or restrict this?
- A46. Restrict - the County does not want the volunteer to override the owning agencies.
- Q47. 10.01 The system shall permit the County to replace any vendor logo and branding with the County's logo and branding on all web pages. Will county I.T. personnel be handling the HTML coding on pages that include Samaritan's forms? Alternatively, will the county be providing a template that Samaritan's personnel will be using when building pages?
- A47. The County does not expect to handle the HTML coding on pages that include vendor forms. Rather, it is expected that the vendor either link to County standard templates and forms or an "include file" be used by the vendor to accomplish this task. The County has a link to their .Net 3.5 templates for products which use .Net and applies to both internally and externally hosted applications. For non .Net applications, the County has headers, footers, and style sheets which can be provided.
- Q48. 10.03 The system shall permit each agency will have different requirements for screens and reports. Will the county be creating data field, interface, labeling or other standards that will constrain how agencies customize the system?
- A48. The County had not originally planned to standardize to this level of detail; however, is open to recommendations by the vendor.
- Q49. 11.03 The system shall permit each agency to determine exactly where to place each custom field (i.e., which data entry screen and location within the screen). Different agencies will want the same field but on different screens. This requirement seems to be referring solely to the public interface(s). Please confirm that is true.
- A49. Not true - this requirement could be on the internal management pages as well. For example, some groups may want training on the same page as interests while others may want them on a different page.
- Q50. 12.03 The system shall have the capability for reporting on volunteer usage or basic statistics, customizable to include any filter criteria, any groupings and sub-groupings, any columns, and summary counts. Please define which statistics are being referenced here. Are we just referring to performance data?
- A50. We are referring to performance data as well as reports on information such as number of volunteers in a supervisor's district broken down by ethnicity.
- Q51. 13.05 The system shall provide the capability for searches to contain wildcards at the end of each field. Will text based searching suffice if text strings can be truncated, therefore including greater results?
- A51. Yes.
- Q52. 13.08 The system shall provide the capability for the "status" search field to "OR together" 2 or more different statuses. What is "status" referring to?
- A52. "Status refers to the volunteer's status or the volunteer's status within a program.
- Q53. 13.09 The system shall provide the capability for any search field to "OR together" 2 or more different values. Is this referring to multi-criteria nested searching with 'either' or 'and' connectors?
- A53. Yes.
- Q54. 15.01 The systems shall provide HIPAA compliance for selected fields. Presumably the "selected" fields would be from among those that contain actual medical data provided by clients who receive services from volunteers. Correct?
- A54. Not correct - Medical information may be provided by volunteers who may be restricted from certain activities.

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- Q55. 17.02 The system shall have the capability for each volunteer agency to note which background checks are required for any volunteer position. Is this "note" part of the profile for each given activity, event, opportunity or training?
- A55. Yes; however, the term "note" likely refers to a list of check boxes vs. a free-formed text field.
- Q56. 17.07 The system shall have the capability for online background checks. Can this requirement be adjusted to include "when the data is provided electronically by local jurisdictions?" Virginia's legislature just stopped allowing electronic updates to national criminal database systems.
- A56. This is a "nice to have" feature and vendors should describe their capabilities regarding it.
- Q57. 18.01 The system shall provide the capability to associate each volunteer with their employer and/or affiliated organizations. Will the county be providing a pre-defined list of affiliates or should volunteers be able to enter free text?
- A57. The County requests a pre-defined list with the volunteer able to enter additional items as free text.
- Q58. 18.04 The system shall allow multiple spellings for the same employer/affiliated organizations to be combined as one. Please describe how potential alternate spellings are to be presented to the volunteer.
- A58. They will be combined by administrative staff so volunteers will only see one entry.
- Q59. 18.08 The system shall document if the volunteer is a county employee. How will the system "know" if a volunteer is an employee? Do they enter it? If so are there additional fields needed (Dept., Supervisor, etc.). If not, will there be a data integration with HR software? If so, please describe the integration.
- A59. The County would prefer a flag along with additional fields such as department and supervisor. Integration with the County's SAP/HR module would be a future requirement.
- Q60. 18.09 The system shall permit an eventual interface to the County's upcoming HR system (SAP) so that Fairfax County's employees' volunteer hours can be tracked within SAP. What additional fields may be shared with SAP and vice versa. Should costs for integrating with SAP be included in this proposal?
- A60. Specifics of the SAP HR integration have not been decided at this time. Costs should not be included in this proposal.
- Q61. 19.02 The system shall allow the County to define a standard set of Interests that can be used across all volunteer groups. Will this standard list be enforced across all departments?
- A61. In order to accommodate County-wide tracking on a variety of volunteer information, including volunteer interests, common values will need to be used across all departments to provide standardization for tracking, reporting, and operational needs.
- Q62. 19.03 The system shall allow each volunteer group to have their own set of interests in addition to the standard County set. Will this be a sub-set of the master list?
- A62. No, this is in addition to the standard set so that interests unique to a program can be accommodated.
- Q63. 20.01 The system shall store information on each volunteer's preferences. Please define 'preferences'. Are we talking about who volunteers prefer to work with?
- A63. Preferences refers to the type of work they prefer to do.
- Q64. 23.01 The system shall store information on each volunteer's experience. How shall experience information be stored? Text entry? Pre-defined check boxes? Should the system allow resumes to be attached? Should it automatically email references and send customizable survey about the volunteer?
- A64. In general, the County would prefer the most user-friendly approach to enter and retrieve information. Regarding attaching resumes, emailing references, and sending surveys – these are nice to have features but have not been identified as requirements at this time.

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- Q65. 25.02 The system shall allow the County to define a standard set of training that can be used across all volunteer groups. Will the standard "training" include actual training events that volunteers must attend at the county level before becoming available to the agencies?
- A65. Requirement 25.02 of Attachment 9 has been removed in the Addendum. Clarification of requirement 25.03: It is not a requirement for a volunteer to complete general training at the County level; however, there is agency-specific training required for the volunteer to complete.
- Q66. 25.04 The system shall have a "Date Completed" associated with each Training. Should this date come from a post-training survey sent electronically by the system?
- A66. In some cases that is preferred, in other cases volunteer coordinators/trainers will enter this information directly into the system.
- Q67. 26.01 The system shall store information on each volunteer's certifications. Will the certification process itself be handled by the system or through a separate system such as a Learning Management System (LMS)? If separate, please define exactly which data should be shared between the applications and how often this should occur.
- A67. At this time, the County envisions this to be a manual process by the volunteer coordinators to enter this information into the system.
- Q68. 27.01 The system shall store information on each volunteer's licenses. Will the system be required to do electronic license verification?
- A68. This is not a requirement at this time.
- Q69. 29.05 The system shall allow at least 2 email addresses per volunteer. Do the email addresses need to be prioritized?
- A69. Nice to have but not required.
- Q70. 30.01 The system shall allow up to 6 References per volunteer. Does the system need to email the references automatically and request their input regarding the volunteer?
- A70. This is not a requirement at this time.
- Q71. 31.01 The system shall permit the County to define a standard set of "Referral Sources" to be used by all volunteer groups. Please define "Referral Source" and provide examples.
- A71. A "referral source" is the same as "how did you hear about us?" Some examples include the Washington Post, Volunteer Fairfax, Radio Station, County Web Page.
- Q72. 33.01 The system shall permit the County to define a set of County-wide Program and Task Statuses to be used by all agencies. What does the "status" refer to? Whether a project is filled? Whether a volunteer is available? Please provide examples.
- A72. These are statuses for a volunteer in relationship to a program. For example, a volunteer can have a volunteer status of "active" and a program/task status of "inactive" meaning they are an active volunteer but have not performed that task lately.
- Q73. 33.04 The system shall only allow a volunteer to be active in a program or task if they have one of the "Active Volunteer Statuses" noted previously. So, status refers solely to the volunteer?
- A73. Yes – see A72.
- Q74. 34.01 The system shall permit volunteers to be assigned to 2 different types of geographical areas which are independent of each other (Human Services Regions and Magisterial Districts). Are volunteers attached to agencies and their opportunities or to these "geographical areas?" Both?
- A74. Volunteers are attached to agencies and opportunities; however, the County's preference is to be able to track and manage information on where the volunteer is located including human services region, magisterial district, closest library and high school.

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- Q75. 34.02 The system shall permit volunteer opportunities to be assigned to 2 different types of geographical areas which are independent of each other (Human Services Regions and Magisterial Districts). Is it really "2" or "any number?"
- A75. The County has identified a minimum of four different TYPES including human services region, magisterial district, closest library, and high school. As an example, an opportunity may be classified in seven different magisterial districts and three human services regions.
- Q76. 35.02 The system shall permit a volunteer activity to be designated as occurring in any or all of several Human Service Geographical Regions. Would this only be for the sub-system utilized by Human Services?
- A76. The County does not envision a Human Services subsystem but, more likely, a set of Human Services programs (10-15), each representing a unique set of requirements.
- Q77. 35.03 The system shall permit a volunteer to be listed in 1 Human Service Region as their Primary Region. Who makes this designation? The volunteer? Human Services?
- A77. Human Services – primarily based on zip code.
- Q78. 38.01 The system shall provide the capability to capture and store health history such as rabies and health screening information about pets. If a volunteer is working with an animal then should the system support separate records for each so that volunteers and animal placements can be mix and match?
- A78. At this point, mixing and matching owners and pets has not been identified as a requirement.
- Q79. 38.02 The system shall provide the capability to capture and store pet hours at particular facilities. So, is the pet serving the hours or the volunteer? Who records hours for pets?
- A79. The volunteer – not the pet - is serving and recording the hours.
- Q80. 38.04 The system shall provide the capability to capture and store awards a pet has received. If pets are treated exactly like volunteers then it may be difficult to attach pets TO volunteers when volunteers are serving pets. Please define whether pets should be designated like volunteers or more like clients (recipients of volunteer services).
- A80. At this point, it is not a requirement but would be a nice to have the ability to track information by pet such as vaccinations; however, pets should not be designated as clients.
- Q81. 39.02 The system shall provide fields for whether the volunteer group received the Registration fee and the amount. Please define "volunteer group" and how group leaders (if any) are to be users of the proposed system.
- A81. In the requirements, the County has referred to "volunteer programs" and "volunteer groups" interchangeably. External groups and external group leaders are not envisioned to be users of the system at this time.
- Q82. 40.02 The system shall permit volunteer groups to perform functions by Household. Will a member of the household be designated as the "representative" for the home and therefore be performing registration and sign-up on behalf of their household (like a group leader, for example)?
- A82. At this time, there is no designation for a household representative as the sole purpose is to reduce the number of physical mailings to one address
- Q83. 41.01 The solutions shall allow each volunteer group to assign both a schedule and "worked" hours to a volunteer in a hierarchical structure that is 1 - 4 levels deep. Is this another way of saying that each agency needs to manage and schedule their own volunteers across multiple programs arranged in a hierarchy wherein each "tier" sees and acts only its own data?
- A83. Yes.
- Q84. 42.02 The system shall provide the capability to print name badges for volunteers, including their pictures. Does the county already own a badge printing system that the proposed system needs to integrate with in order to produce "official" badges? If so, please provide information about the vendor.
- A84. At this time, there is no requirement to interface with any existing badging software.

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- Q85. Business Process: I've reviewed the County's System Development Life Cycle Standards (SDLC). Can you identify where the County is the SDLC?
A85. The County is in the "Define and Manage Requirements Phase" of the SDLC.
- Q86. Has the County performed a full discovery of the Volunteer Management business processes on the 20+ agencies and departments referenced in the RFP?
A86. No.
- Q87. If so is the documentation available?
A87. Not Applicable
- Q88. Technology: The RFP states the County intends to purchase a COTS package with sufficient functionality as describe in the RFP. Has the County conducted a GAP analysis of "COTS" packages already owned by the County?
A88. No.
- Q89. If so, is this analysis available?
A89. No.
- Q90. If not, can the offeror propose this as part of the approach, and not commit to an alternative COTS solution without penalty, prior to such an analysis?
A90. Please reference Section 1 of the RFP titled "Scope of Contract".
- Q91. Section 1.2.1 of the RFP, states the offeror can propose hosting the COTS package at the County's Data Center. Can an offeror assume if this is proposed, the Data Center meets all the infrastructure requirements in as stated the RFP?
A91. Yes.
- Q92. If the offeror wanted to propose leveraging currently owned COTS solutions in the County's enterprise, how would this be done?
A92. Not Applicable. Please reference Section 1 of the RFP titled "Scope of Contract".
- Q93. Will the County provide a list of all the owned COTS packages (CRM, ERP, Volunteer Management, or other) that can be use as a response to this RFP?
A93. Not applicable, please reference Section 1 of the RFP titled "Scope of Contract".
- Q94. For COTS packages in already in production in the County enterprise, will the County provide the software license agreements, describe the current product & helpdesk support, identify the hardware and database architectures, provide desktop and connectivity requirements, and provide previous implementation plans?
A94. No – documentation pertaining to other County COTS packages is not applicable to this procurement.
- Q95. The RFP paragraph 1.1.2 states the COTS package must have sufficient functionality as described in the RFP so that additional software modifications will not be needed. Given we will make significant customizations to our proposed software (these are configuration changes and integration of several 3rd party applications), can you tell me if this will disqualify our proposal?
A95. Configuration changes that can be made by County staff are acceptable (see Section 2.2, bullet 16). Sections 1.1.2 and 1.3.2 both deal with code customizations. Section 1.3.3 deals with integrating with other applications.
- Q96. Is there a specific background check vendor used by Fairfax county, or do we simply need to provide a capability with any vendor.
A96. There is no specific background check vendor.

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- Q97. For a solution based on our proposed software platform, there is a requirement of Source Code escrow. This is not going to be possible, and is not applicable in a SAAS-based solution. IF we cannot provide source code escrow - will this unqualify us?
- A97. The intent is to protect the County in the event that any vendor is unable to continue offering the software and services for which we have a contractual right to use. Software escrow is our preferred way to accomplish this; however, other methods are open for negotiation.
- Q98. In Attachment 6, A5 we are asked "•Does your product (e.g. solution, application, hardware) as proposed conform to the Fairfax County Department of Information Technology Architecture and Systems Development Life Cycle Standards?" This appears to be a process requirement, not a product requirement. Our process will conform. Can you confirm we should answer yes if our process will conform.
- A98. A portion of the requirement is process related; however, the offeror must also be in conformance to hardware, software, and architecture requirements if the solution is hosted in the County. The offeror must also be in conformance with County standards even when externally hosted, insofar as County workstations need to access the software in a secure, confidential, and protected manner, and our County network must also be protected.
- Q99. We are a small privately-held consulting firm with revenue below \$1M. We typically do not share financials, nor do we have a 10Q. Will this disqualify us?
- A99. Yes, at some point in the process your firm would be disqualified. However you may CLEARLY mark your financials as proprietary/confidential and they will be held in the strictest of confidence. At the end of the solicitation process your firm can ask that the financial information supplied be returned to your firm.

PRE-PROPOSAL CONFERENCE

RFP12-224931-42

An optional pre-proposal conference will be held on Friday July 8, 2011@ 10:00 AM 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 aspect 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 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: June 27, 2011	REQUEST FOR PROPOSAL NUMBER: RFP12-224931-42	TITLE: Volunteer Management System (COTS)
DEPARTMENT: Information Technology	DUE DATE/TIME: July 27, 2011 at 2:00 PM	CONTRACT SPECIALIST : Teena L. Stewart / 703.324.3227 or teena.stewart@fairfaxcounty.gov

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

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No. (Sole
Proprietor)

Prompt Payment Discount: ___% for payment within ___ days/net
___ days

State Corporation Commission (SCC)
Identification No.

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

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: LARGE (Y) SMALL (B)

MINORITY-OWNED SMALL (X) MINORITY OWNED LARGE (V) WOMEN-OWNED SMALL (C)

WOMEN OWNED LARGE (A) NON PROFIT (9)

CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION

State in which Incorporated: _____

Vendor Legally Authorized
Signature

Date

Print Name and Title

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

APPENDICES:

- Appendix A: General Conditions and Instructions to Bidders
- Appendix B Offeror Data Sheet
- Appendix B Business, Professional and Occupational License
- Appendix B Certification Regarding Debarment or Suspension
- Appendix B Listing of Local Public Bodies
- Appendix B Business Classification Schedule
- Appendix B Subcontractor(s) Notification Form

ATTACHMENTS:

- Attachment 1 RFP Submittal Checklist
- Attachment 2 Consultant Agreement Concerning the Support of Information Systems and Communications Technology
- Attachment 3 Overview of County IT Environment
- Attachment 4 Non-Platform IT Standards and Compliance
- Attachment 5 IT Security Policies
- Attachment 6 Matrix for Meeting IT Security Policy Requirements (Posted Electronically)
- Attachment 7 Hosting Considerations
- Attachment 8 Tasks and Project Plans
- Attachment 9 Preliminary Functional Requirements Matrix (Posted Electronically)

1. **SCOPE OF CONTRACT:**

1.1. Purpose and Basic Functionality

1.1.1. The purpose of this Request for Proposal(RFP) is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of a commercial off the shelf [COTS] Volunteer Management System to be utilized by the County Of Fairfax [the County]. The system must fully support the County's need for an integrated approach to recruiting volunteers, scheduling and, managing them on a daily basis, producing reports by the operational units, and producing reports on volunteerism across all County departments. These functions are needed for both one-time events and for ongoing volunteer engagements. The system must also support integration with legacy volunteer software products used by our agencies and partners (some of which may be converted later). The system must have the capacity to meet the County's requirements in accordance with the terms and conditions of this Request for Proposal.

1.1.2. The County intends to purchase a COTS package with sufficient functionality as described in this RFP so that additional software modifications to the COTS will not be needed for implementation. In the event that the Gap Analysis indicates modifications are needed, they will be thoroughly reviewed and documented by the County and the Successful Offeror prior to making any modifications to the proposed software.

1.2. Flexibility for the Proposed Solution

1.2.1. Offerors can propose a COTS package that is hosted at the Offeror site, at a secure 3rd party data center, or at the County Data Center. The County prefers that the COTS be hosted off site.

1.2.2. Offerors can propose a COTS package that requires configuration changes (as opposed to software / customization changes). However, the Offeror must discuss in the RFP response what configuration changes need to be made to meet each requirement, and the feasibility of County staff performing the configuration changes.

1.3. Non-Responsive Proposals – Any solution proposed which meets any single item in this section 1.3, will be deemed non-responsive.

1.3.1. A proposal to build a custom system solely for the purpose of responding to this RFP.

1.3.2. A proposal which requires substantial code customizations to meet the requirements of this RFP.

1.3.3. A proposal to take components of existing software to create a Volunteer Management System which is currently not in production for other customers.

1.3.4. A proposal for a system which is not web-based.

1.3.5. A proposal which does not allow each volunteer group to manage their own data, processes, and reports.

1.3.6. A proposal which does not allow different County volunteer groups to have different fields and reports.

1.3.7. A proposal which does not allow basic reports to be run across all County volunteer groups.

- 1.3.8. A proposal for a system which does not allow volunteers to identify opportunities they are interested in by allowing them to focus their searches using criteria such as general type of opportunity, their specific interests, or their geographical preferences.

2. BACKGROUND AND CRITICAL SUCCESS FACTORS:

2.1. Background:

The County of Fairfax has nearly 1.1 million citizens and volunteers are an important component in the sustainability of County programs and services. Volunteers enable us to extend our services to a broader audience, building capacity in our ability to adequately serve local residents. While we recognize their value, we have difficulty articulating the magnitude of their support across the county and systematically recruiting new volunteers on an ongoing basis. Because each agency uses their own software, spreadsheets, and Access databases, the data is managed and reported separately by each agency, and it's difficult to consistently generate reports and generate non-duplicated counts.

Therefore, the County intends to replace a number of these disparate volunteer systems, Access databases, spreadsheets, and manual processes with a unified approach for recruiting volunteers, scheduling them, managing them, and reporting their hours and contributions.

There are over 20 County agencies and departments utilizing volunteers to support services to our residents. The management of over 100 programs spread over a multitude of facilities within Fairfax County government is supervised by approximately 75 volunteer administrators, coordinators and managers. Each of these programs requires its own specifications for authorized use, service and privacy. The County plans to have a phased implementation across participating County departments.

A recent internal survey that included responses from 24 different programs identified a total of 12,118 volunteers who provided roughly 500,000 hours of service in 2008. Agencies vary widely in the total number of volunteers who serve in their programs. In 2008, the agencies with the greatest number of volunteers were: Community and Recreation Services (now Department of Neighborhood and Community Services) (4,126); Area Agency on Aging's Volunteer Solutions programs (2,000) and Libraries (1,300).

The total number of hours served annually by volunteers also varied by agency (142,000 for FCPL and 187,959 for Fire and Rescue, and 78,199 for Area Agency On Aging's Volunteer Solutions). This does not include the many hours of expertise provided by members who volunteer on the Boards, Authorities, and Commissions of Fairfax County.

While these numbers alone are impressive, they do not tell us enough. We need a countywide system that can accurately and comprehensively educate us about our volunteer base, provide valuable data about the countywide impact of volunteers within our system, improve our ability to manage volunteers, and provide decision makers with information to strategically recruit, retain, and build upon this vital resource.

Having a centralized reporting capability will allow the County to quickly and accurately report to the Fairfax County Board Of Supervisors and the citizens the contributions that our volunteers provide. In addition, having certain functions centralized will allow the County to determine and implement standard policies, procedures, reporting mechanisms, and sharing of volunteer resources in ways that make sense county-wide. It will also offer efficiencies for functions such as background checks which currently need to be performed by each agency. As an example of efficiencies to be gained, when a particular background check is done once for one agency, it should not need to be redone for another.

Having other functions and procedures decentralized will permit the agencies to have the flexibility for their own additional policies, procedures, information, and reports. This will also permit the agencies to protect confidential, sensitive, and HIPAA data from other users and agencies.

A countywide volunteer management tool can also help us increase volunteerism, providing a centralized portal for interested individuals, groups, and organizations to match their skills and interests with volunteer opportunities that support our core functions.

2.2. Critical Success Factors:

To be considered successful, this solution shall have the following characteristics:

- **Volunteer recruitment** – It shall provide a unified set of County-branded web pages that citizens can use to identify volunteer opportunities that they are interested in, as well as requesting to be considered for those positions. These pages shall be maintainable by the individual volunteer groups.
- **Volunteer Searches** – It shall provide the ability for volunteers to perform searches for opportunities using criteria such as geographical preference, type of opportunity, type of activity, and particular County Agency.
- **Interface with the County website** – It shall have the capability for links back and forth between specific opportunities and the most appropriate pages of the County website so that volunteers can easily navigate between the opportunity and the agency providing the opportunity.
- **Scheduling of volunteers** – It shall provide a way for volunteers to specify the days and times they are available as well as allowing volunteer managers and coordinators to restrict the pool of volunteers to only those who are available during the days and hours during which a particular opening exists.
- **Centralized decision making and development of policies and procedures for volunteerism** – Although the application chosen won't directly support developing or implementing policies and procedures, this project has goals regarding developing policies and procedures for how the County can more effectively utilize volunteers, reducing the cost of managing the volunteers, and obtaining donor funds from corporate partners, based on volunteerism. The Offeror is encouraged to provide information about how their product can aid the County to meet this goal.
- **Centralized reporting** – It shall allow the County to identify a set of County-wide core fields so that a central group can quickly and easily deliver reports to senior County management, the Board Of Supervisors, external stakeholders, and other interested parties regarding the use of volunteers County-wide.
- **Decentralized agency reporting** – It shall allow the various volunteer groups to have their own reports, customized to their own needs, making use of any of their own custom fields defined in the application. County staff shall be able to develop and maintain these reports rather than the County being reliant on the Successful Offeror.
- **Distributed operational management of volunteers** – It shall allow the various volunteer groups to manage their volunteers and their volunteer opportunities. It shall also allow the various volunteer groups to run their own reports rather than being reliant on any central organization to do so.
- **Improving contributions from businesses** – It shall have a mechanism to identify which volunteers are associated with businesses and organizations and provide those businesses with the count of volunteers and hours that their employees contribute.
- **Background checks** – It shall allow the County the flexibility to determine whether one centralized agency will perform the background checks for all agencies or whether each agency will be permitted to perform their own background checks. In either case the application shall identify when a particular background check has already been performed so that it doesn't get needlessly performed additional times at additional expense.

- **Efficient addition of new volunteer programs** – It shall allow the County to easily and quickly add additional volunteer programs without requiring the Successful Offeror's involvement.
- **Web-based access to all functions** – It shall be completely web-based. All functionality shall be available through the web interface.
- **Consolidation of volunteer software where appropriate**- It is a goal of this project to consolidate as many existing volunteer systems as feasible into the software procured through this project.
- **Interface with the Volunteer Center used by the County** - The Volunteer Center used by the County exists to foster and develop volunteerism in the community as a whole by promoting volunteerism, building capacity for effective local volunteering, providing leadership on issues relating to volunteerism, and connecting people with opportunities to serve. This Volunteer Center is a nonprofit organization that works in partnership with Fairfax County agencies and community organizations. The pages of the Volunteer Management System shall interface with the Volunteer Center so that positions don't need to be entered into both systems individually. The pages shall allow volunteers to identify opportunities they are interested in by allowing them to focus their searches using criteria such as general type of opportunity, their specific interests, or their geographical preferences.
- **Interfaces to other systems** – This system shall interface with legacy volunteer software used by various County agencies. It is also desirable to allow emergency volunteer groups such as Office Of Emergency Management (OEM) and Health Department (HD) to be able to integrate or interface their existing systems with this enterprise-wide system. Such software includes Roam Secure (a product by Cooper Notification that performs notifications of emergency situations to citizens, volunteers, and other interested parties) and WebEOC (a product by ESI which is the crisis information management system the County uses).
- **County staff shall be able to perform all configurations and customizations** – All configurations shall be performable by County staff so that the County is not reliant on the Successful Offeror.

3. PRE-PROPOSAL CONFERENCE:

- 3.1. An optional pre-proposal conference will be held on July 8, 2011 at 10:00 AM, 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.
- 3.2. 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 teena.stewart@fairfaxcounty.gov.

4. CONTACT FOR THIS PROCUREMENT:

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

Teena L. Stewart, CPPB, Contract Specialist II
Department of Purchasing and Supply Management
Telephone: (703) 324-3227
Fax: 703-324-3228
E-mail: Teena.stewart@fairfaxcounty.gov

5. CONTRACT PERIOD AND RENEWAL:

- 5.1. This contract will begin on the date of award through December 31, 2016. This contract may be renewed for ten (10) one-year periods, or any combination thereof, as mutually agreed upon by the County and the contractor. The contractor agrees that prices shall remain firm for the term of the contract. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices as agreed to by both parties.
- 5.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

6. GENERAL TECHNICAL REQUIREMENTS:**6.1. Information Technology Infrastructure and Standards**

The County seeks a non-proprietary architecture with contemporary components that is scalable and appropriate for an enterprise-wide solution. The underlying database architecture shall fully support all security and privacy requirements applicable to an enterprise the size of the County.

See <http://www.fairfaxcounty.gov/dit/itPlan/itPlanFiles/fy10/2010standards.pdf> for IT Hardware and Software Standards for all software, servers, workstations, and connected devices on the County infrastructure.

See Attachment 3 for an overview of the Fairfax County IT environment and standards for County-hosted applications. Note that since we are expecting a fully developed COTS package, Attachment 3, Section 10.a is not applicable.

See Attachment 4 for Non-Platform Standards and Compliance factors for all County applications, including COTS packages, regardless of where the application is hosted.

See Attachment 5 for IT Security Policies for all software, servers, workstations, and connected devices on the County infrastructure.

Attachment 6 contains a Security Matrix that must be completed for all applications, regardless of where the application is hosted.

6.2. Proposed Hosting Considerations, Options, Service Level Objectives, and Performance Targets

Attachment 7 discusses requirements as they relate to two different hosting options (Vendor-hosted or 3rd-Party-hosted). The Offeror should ensure that their proposal addresses all items in the attachment. This attachment includes information on Hosting Considerations, Options, Service Level Objectives and Performance Targets, and Disaster Recovery. In addition, it includes proposed standards for facility requirements, Physical and IT Security, Operations, and Application Deployment.

6.3. Scalability:

There are over 20 County agencies and departments utilizing volunteers to support services to our residents. The management of over 100 programs spread over a multitude of facilities within Fairfax County government is supervised by approximately 75 volunteer administrators, coordinators and managers. Each of these programs requires its own specifications for authorized use, service and privacy.

The Offeror should plan on as many as 50 concurrent administrators on the system at any one time, as well as approximately 500 volunteers signing up, reporting hours, or updating their profiles daily. Because the County envisions enhancing the use of volunteers, scalability is critical.

The Offeror needs to describe how the system would be scaled to deliver the required services and capacity to the County. It is unknown how many volunteers will log on to the application and Offerors are encouraged to share their experience.

6.4. General IT Requirements for Security:

See Attachment 5 and complete Attachment 6.

7. TASKS TO BE PERFORMED:

- 7.1. See Attachment 8 for Tasks and Project Plans, including Gap Analysis, Work Plan and Project Management, Acceptance Testing, Cutover, and Production Support.

8. OWNERSHIP OF AND ACCESS TO APPLICATION DATA AND ASSOCIATED PRODUCTS:

- 8.1. See Attachment 4 for items relating to Ownership of Data and Software Source Code, documentation, Sensitive and Confidential Information, Authorized Tools and Programs, Documentation, Independent Verification and Validation

9. TECHNICAL PROPOSAL INSTRUCTIONS:

- 9.1. Overview: The Offeror must submit the Technical Proposal in a separate binder containing the following information divided by tabs. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides. Proposals should not contain extraneous promotional materials. Offerors should utilize lay person terms and common terminology wherever possible. Proposals should cover the general topics outlined in this section and the Tasks to be performed and emphasize the Offerors approach to the work. Proposals will be evaluated on the basis of information presented by the Offeror as it relates to the evaluation criteria listed in this RFP.
- 9.2. Cover Letter: The cover letter will provide a brief history of the Offeror and its organization. The letter will indicate the principal or officer of the Offeror organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects of the scope of services and provisions on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal. This letter will also contain statements confirming inclusion of all submittals as referenced in Attachment 1, RFP Submittal Checklist.
- 9.3. Executive Summary: The Offeror will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal. In addition, the Offeror must clearly and specifically detail all exceptions to the exact requirements identified in this RFP.

9.4. Offeror Profile and Product History: The Offeror will provide a profile of its organization and all other companies who will be providing products or services through a subcontracting arrangement with the Offeror. At a minimum, the Offeror will provide the following information on a single page:

- Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers
- Number of years in business
- Number of years involved with proposed software
- Total number of employees
- Number of employees dedicated to proposed solution (support, development, etc.)
- Total number of clients with proposed product in production
- Number of clients installed on the release proposed
- Number of signed contracts in progress
- Latest gross sales revenue
- Latest gross income
- Latest 10Q Security Exchange Commission

9.5. Understanding of the problem and technical approach:

- Statement and discussion of the requirements as they are analyzed by the Offeror.
- Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
- Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
- Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

9.6. Preliminary Work Plan: The Offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the items described in the Request for Proposal, including the Critical Success Factors. Responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the Offeror that substantially differs from the project scope described in this RFP.

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

9.7. Proposed Solution (description of proposed product)

Offeror shall describe the computer hardware and system software platforms required to install and operate the proposed applications. Details will include any operating system, support, or utility software with appropriate release levels, operation requirements, on-line diagnostics and help, security requirements, connectivity requirements, and disaster recovery program. A detailed description of the proposed system configuration, associated system components, and available options must be included, as well as a list of the necessary installation and training services. Describe proposed methods for interfacing to other systems (i.e. Open API, Web Services, XML, proprietary point solution)

9.7.1. Data interchange

The Offeror must describe its products capabilities for importing, exporting, and interfacing with other applications. The Offeror must also describe how these processes are accomplished through the proposed system.

9.7.2. Security

The Offeror must describe the security of the application in terms of how the data storage is protected, how data is protected in transport, how access to the application is protected, password requirements, how role-based security is used to provide the appropriate level of access to the application/data, and how remote access to the application occurs.

9.7.3. Auditability

The Offeror must describe the audit properties of the application. In particular, the Offeror should describe the process that can be used to audit all activities (including read activities) by a particular user, as well as auditing all access (including read access) to a record. If the application provides additional audit capabilities such as field level auditing, the Offeror should describe those capabilities. The Offeror should describe the types of information and/or reports that can be obtained through the audit capabilities.

9.7.4. Reporting

The Offeror must describe the reporting capabilities of the application. In particular, the Offeror should describe standard reports built into the application, the process for the County to build additional reports using the tools provided by the Offeror, as well as when using third-party tools, anticipated reports as noted in the Preliminary Functional Requirements Matrix (Attachment 9), and limitations of the reporting tools within the application that would cause the County to use third-party tools to develop the types of reports noted in the Preliminary Functional Requirements Matrix.

9.7.5. HIPAA

The Offeror must describe any HIPAA-related capabilities the application contains. In particular, whether any standard fields are HIPAA compliant and whether HIPAA compliant fields can be added. The Offeror should also describe whether HIPAA data is encrypted, how the privacy of HIPAA data is maintained, and how HIPAA data can be shared only with approved people. The Offeror should also describe experiences they've had with other clients who store HIPAA data.

9.7.6. Section 508

The Offeror must address the manner in which their solution is compliant with Section 508 of the Rehabilitation Act.

9.7.7. Critical Success Factors

The Offeror must describe the products capabilities in terms of the Critical Success Factors described in this RFP and the Offeror's experience with implementing similar functionality for other organizations of a size and complexity similar to the County's.

9.7.8. The Offeror(s) shall submit the following items:

a. Complete and Submit a County Security Template

All Offerors are required to complete the County Security Matrix (Attachment 6). If a completed matrix is not received, the proposal may be considered non-responsive.

b. Software Updates:

The Offeror must explain how new releases or upgrades are handled; indicate how long it takes on average to install and test a change/release/upgrade, and describe the typical process used to implement updates/changes/releases. Offerors shall also provide the dates and release number for enhancements and service releases for the past five years.

c. Describe the Software Maintenance Protocol

1. Description of services provided as part of the recurring annual maintenance fee, such as software fixes, updates
2. Cycle for updating the product as operating systems and servers are updated
3. Cap on the escalation of annual fees over time commensurate with the CPI
4. Schedules for regular user conferences
5. Description and rates associated with services which are not covered under the annual maintenance agreement and fees

d. Provide a Sample Software License Agreement

Offerors will provide in this section a copy of all software license agreements that they will be requesting the County to execute. The license agreements should address all software components including third-party software, base system software provided by the Offeror(s), and custom software developed specifically for this project. The software license agreements provided should be the actual documents (or exact duplicates) of the forms to be used for this project, not a typical or sample document. The Offeror shall identify any conditions of the software license agreements that differ from the requirements for software licensing identified in the Contract Documents.

e. Describe Product Support

1. Help Desk Hours and methods to contact the Help Desk
2. Escalation Procedures for Problem Resolution
3. Priority Scheme for establishing problem priority and response times
4. Staff assigned to County account or assigned to help desk calls
5. Methods used to track calls to resolution

The Successful Offeror will support the application based on the criticality of the problem. The Offeror can propose a standard of support for a customer subject to County approval. The Offeror should describe its Network Operations Center and help desk support. The County has determined that the following service levels need to be supported:

- Critical – response required within 2 hours with an estimated time for resolution
- Urgent – response within 1 day with response plan
- Important – response within 2 business days with response plan
- Needed – response within 3 business days with response plan
- Desired – response within 2 weeks with response plan

The County can request on site support, on demand, at any time, if the situation requires it.

The County will manage all security settings relating to County user and all password reset functions.

f. Identify Database Architecture

Offerors who propose County-hosted solutions must provide full details for this section. Non-County-hosted proposals do not need to include as much detail, but the County prefers as much as possible.

1. Proposed Database
2. Proposed Database Release/ Patch Level
3. Operating System for Database Server
4. Proposed Production Backup scenario
5. Application database release cycle, i.e. Monthly, Quarterly, or Annually
6. Proposed Development Tools
7. Referential Integrity Maintenance (Application, Database, Both Application and Database)
8. Entity Relationship Diagram
9. Complete list of Tables with groupings by business area or application area
10. Estimated Storage requirements, 1 month, 6 months, 1 year, 3 years

g. Identify Reporting Tools

Identify and explain any third party reporting tools required for canned, ad hoc reporting or data mining, i.e. SQL Reporting Server, Crystal Reports.

h. Describe Software Application

Offeror must provide a detailed description of the product functionality, capabilities, reliability, and performance and include a discussion of any limitations as compared to the requirements set forth in the RFP. Offeror must clearly indicate and provide explanation of any proposed third party software.

i. Describe Desktop and Connectivity Requirements

1. County Server requirements
2. Client hardware and software requirements including any Active-X components, DLLs, etc.
3. Discussion of the proposed solution in context of the County's IT environment
4. Include architectural diagram

Identify any additional hardware, software, or services required to connect to the County network. List the functions and features of each.

j. Provide Implementation Plan

The Offeror shall provide a high-level project implementation plan identifying the anticipated project timeline and a description of the approach.

k. Include Function and Features Checklist as

Complete the Preliminary Functional Requirements Matrix for the application, **Attachment 9**. If any requirement is partially met, the Offeror must fully describe the limitations.

Complete in MS Excel and submit CD-ROM disk to DPSM.

- l. In addition, the Offeror will provide information on the following as described in the RFP sections as indicated:
 1. Architecture
 2. Hardware
 3. Software
 4. Version and revision levels of O/S
 5. Upgrade/Refresh Path
 6. Application programming code
 7. Risk management

9.8. Treatment of the Issues:

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

- 9.9. The Successful Offeror will work with the County Project Manager to configure the application security module to ensure that when implemented, the information in the system will be accessible only at levels specific to staff responsibilities, and will be safeguarded from unintentional disclosure. The system security features, database, and application procedures will be developed in compliance with approved Health Insurance Portability and Accountability Act (HIPAA) regulations.
- 9.10. The Contractor accessing the County's network remotely shall abide by the County's security policies and procedures to protect the County's equipment, data, and network access as if they were working on premises. Remote access to the County's network shall be accomplished using the Department of Information Technology provided or supported services that are approved by the County's Information Security Office. Remote access control will be enforced via network and system level auditing which will be readily available for monitoring and review by appropriate County personnel.

9.11. The Contractor shall sign the County's Department of Information Technology's Consultant Agreement Concerning the Support of Information Systems and Communications Technology at Fairfax County, Virginia (Attachment 2) upon contract award and protect the confidentiality of all client data to which the contractor has access. Under no circumstances shall the contractor use any client data in a manner other than to provide support for the software, unless prior written approval is obtained by the County.

9.12. General Statement of Qualifications:

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

9.12.1. 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 subject matter. The Offeror's record should reflect experience in work of a similar nature and magnitude to that being proposed. Relevant experience must be associated with projects completed not more than three years prior to the date of this RFP.

9.12.2. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, and names of contact persons, and telephone numbers for such reference. The Offeror will provide a reference for at least 3 customers. References should contain the contact information for relevant installation sites, including customer name, site location, industry, customer base, user base, implementation date, hardware platform, product name/version number, and a brief description of the engagement.

9.12.3. Customer List: The County requires the Offeror(s) to submit a complete customer list which will be held as confidential information by the County; however the County may contact any customer on the list to discuss their experience with the Offeror(s). The County requires the Offeror(s) to identify customers with similar operations in size and scope.

9.12.4. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

9.12.5. Resumes: Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers and emails must be included.

9.12.6. Staffing Plan: A staffing plan is required which describes the Offeror(s)'s proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project. This requirement includes Consultants as well as regular employees of the Offeror, if relevant.

- a. The County will only accept Contractor personnel who have significant, relevant experience with the Offeror(s)'s systems and can show a successful track record at locations of similar size and complexity as Fairfax County.

- b. All Contractor personnel assigned to work on-site at Fairfax County on the project may be required to undergo a criminal history check and sign a non-disclosure agreement. Off-site personnel may also be subject to a criminal history check depending on the sensitivity of the data involved. Please note that arrangements for required criminal history checks must be made in advance with appropriate County personnel. The County reserves the right to reject any personnel proposed by the Contractor for any reason.
- c. Support personnel proposed must have the necessary level of training and experience with the application suite to ensure that the County is receiving expert-level support. The Contractor must provide the County with a listing of all certificates, training courses and other relevant evidence to document the level of expertise of proposed support personnel.
- d. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.
- e. The Contractor must assign a Project Manager with proven experience equivalent to PMP (Project Management Professional) certification to be responsible for the coordination and planning for the installation and implementation of the system. After go live, an Account Manager will be responsible for the coordination and point of contact for all issues for the system.

9.13. Specific Statement of Qualifications:

In addition to the General Statement of Qualifications, the following qualifications must be met:

- 9.13.1. Volunteer Centers: Offerors must describe their experience working with and integrating with local, state, and national Volunteer Centers.
- 9.13.2. Emergency Operations: Offerors must describe their experience working with emergency operations centers and integrating with their associated software such as WebEOC and Roam Secure. Although this integration is not a requirement, the County would like to have the option to integrate the selected product with products used by emergency groups.
- 9.13.3. Large Clients: Since the County of Fairfax has over 12,000 volunteers in over 20 volunteer groups, the Offeror must describe their experience working with large clients composed of at least 10 vastly different volunteer groups and over 5,000 volunteers per client. This experience should include working with customers who require centralized reporting and volunteer recruitment, along with decentralized operations of their volunteer programs. The decentralized operations include items such as posting their volunteer opportunities, managing their opportunities, matching volunteers to opportunities, scheduling their volunteers, managing their volunteers, and generating reports to their own management structures.
- 9.13.4. Requirements Gathering: The Offeror must describe their experience facilitating requirements gathering sessions for a diverse group of volunteer programs with diverse needs. The Offeror must also describe the approach they will use, if selected.

10. COST PROPOSAL INSTRUCTIONS:

- 10.1. The Offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. The County expects to pay for deliverables. The following information should be submitted as part of the cost proposal:

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

- a. The Offeror will provide a detailed breakdown of all costs required for the successful implementation and ongoing operation of the proposed solution. The County encourages the Offeror to fully identify costs associated with the proposed solution. To minimize or hedge on product costs will only serve to place the Offeror at a disadvantage.

The worksheet must be completed; failure to provide the worksheet may cause the offer to be determined to be non-responsive. Offerors should provide fixed prices in all areas where possible and give their best estimates on all others. The Offeror must identify those costs that are not fixed. Proposed pricing shall be F.O.B. destination and shall NOT include state and local taxes.

The County will require the Offeror to propose all equipment and material on this project. The equipment will be new unless otherwise agreed to in writing by the County. The County has the option to solicit third parties for alternative costs.

- b. The Offeror(s) can propose additional software, tools and third party software and services that it believes will further address the functional requirements described in this RFP.
- c. The County will pay hourly rates for Offeror staff working directly on the contract with the County to implement and operate the application.
- d. The Offeror must propose pay rates with job classification schedules for staff that will be assigned to the contract.
- e. All expenses such as transportation, lodging, meals and rental cars for being on site at Fairfax County must be built into the hourly rates. The County requires that all hourly rates are fully loaded, with NO additional charges of any kind to the County.
- f. The Offeror must itemize proposed costs for subcontractors, hosting, and licensing.
- g. The County expects to have the application in production for sixty (60) days after go live with the system stable and fully operational prior to making complete payment for the system.

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

10.2. Financial Statements:

The Offeror shall provide an income statement and balance sheet from the most recent reporting period.

11. CONSULTATION SERVICES and HELP DESK SUPPORT:

- 11.1. The Offeror's staff must be available for consultation with County and County staff on an as-needed basis between 7:00 AM and 7:00 PM, Eastern Time or Eastern Day Light Savings Time, Monday through Friday. Availability must be through both phone and email.
- 11.2. The Offeror must have full Help Desk coverage through both phone and email on an as-needed basis between 7:00 AM and 7:00 PM, Eastern Time or Eastern Day Light Savings Time, Monday through Friday.

12. PRICING:

- 12.1. The 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 will be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant indices, but in no case shall increase by more than 5% annually.
- 12.2. The request for a change in the unit price shall be in writing and 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.).
- 12.3. Offerors should include all costs in the proposal and the negotiated contract will be the final price for the agreed upon goods and services. No allowances will be made for additional invoicing for goods and services in the contract without a change order to the contract signed by the County Purchasing Agent.
- 12.4. Offerors should provide at least 3 price estimates.
- 12.4.1. Enterprise license
- 12.4.2. 10 unique volunteer groups, each with 2-4 managers/administrators/coordinators and a total of 5,000 volunteers, plus pricing for additional groups, volunteer managers/administrators/coordinators, and/or volunteers.
- 12.4.3. Ala-carte pricing based on number of volunteer groups and or volunteer managers/administrators/coordinators and/or number of volunteers.
- 12.5. Offerors should also note details of whether licensing can be applied to outside entities for which the County has contracts (e.g., non-profits and for-profits for which the County has contracts for provision of services to the public).
- 12.6. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

13. TRADE SECRETS/PROPRIETARY INFORMATION:

- 13.1. 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.
- 13.2. The Offeror must identify and clearly mark or label the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the Offeror.

14. ANCILLARY AGREEMENTS:

- 14.1. The Contractor shall provide and maintain separation of terms and Agreements for Software Licenses, Software Maintenance, Technical Support, and Consulting Services:

a. Software License

Software Licenses must be clearly defined as to the use rights. Unless otherwise negotiated, the County assumes a non-exclusive, perpetual use of any licenses purchased, independent of maintenance, services, and or support agreements. Generally speaking, the County will not lease licenses except under "Software as a Service" arrangements that include external hosting.

b. Software Maintenance

Maintenance, if any, must be calculated from a clearly defined basis and be an optional purchase at the County's discretion. Routine updates, fixes, or patches shall be included within the base license and shall not be subject to a separate maintenance contract. The Successful Offeror must certify that the modification for the application has been tested by the Successful Offeror's staff prior to be turned over to the County for acceptance testing. Unless otherwise negotiated, the County assumes the maintenance basis to be the net price dollar amount of non-exclusive, perpetual use licenses times the annual maintenance percentage amount, not to exceed 15%, and due in advance of the period covered on an annual or quarterly basis. Any software customizations not covered in the maintenance terms must be clearly identified by the Contractor.

c. Technical Support and Consulting Services

Other than maintenance on the software licenses, services shall be delivered under separate terms as defined in a specific statement of work, conforming to County standards. Support services including consulting and development services, implementation services, and tech support for customizations not covered by software license maintenance must be detailed separately. Unless otherwise negotiated and conforming to this requirements, the County assumes all customizations and software code is fully covered under the maintenance agreement, if any.

15. REQUIRED SUBMITTALS:

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

16. SUBMISSION OF PROPOSAL:

- 16.1. One (1) original (duly marked) and fifteen (15) copies of the Technical proposal, and one (1) original (duly marked) and fifteen (15) copies of the Cost Proposal (including all items in Appendix B) shall be delivered to the following address in sealed envelopes or packages. It is requested that twenty-five (25) copies of the proposal be provided in a CD-ROM format including a completed Preliminary Functional Requirements Matrix (see Attachment 9). The Offeror must include a notarized statement that the CD-ROM versions are 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

- 16.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda MUST be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at www.fairfaxCounty.gov/dpsm/solic.
- 16.3. 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.

- 16.4. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper, wherever possible.
- 16.5. All originals and copies of the proposal shall consist of:
- a. Cover sheet (DPSM32)
 - b. Technical proposal as required in the Special Provisions, paragraph 9, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 10, **COST PROPOSAL INSTRUCTIONS**. (Appendix B should be included in the Cost proposal).
- 16.6. 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.

17. LATE PROPOSALS:

- 17.1. 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.

18. PERIOD THAT PROPOSALS REMAIN VALID:

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

19. BASIS FOR AWARD:

- 19.1. 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. 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.
- 19.2. 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 3.1 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.
- 19.3. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 19.4. 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 Offeror's most favorable terms. Should proposals require additional clarification and/or supplementary information, Offerors should submit such additional material in a timely manner.

19.5. Evaluation Criteria

- 19.5.1. The County will review all proposals received that are deemed responsive and responsible. For each subsequent decision point in the process, the County will evaluate Offerors according to specific criteria and will then elevate a certain number of Offerors to the next level of evaluation. Offerors that were not initially elevated, but were deemed responsive and responsible may be elevated at a later date.
- 19.5.2. The sole purpose of the proposal evaluation process is to determine which solution best meets the County's needs. The evaluation process is not meant to determine that one Offeror's services are superior to any other, but rather that the selected Offeror can provide the best services for the County's current and future needs based on the information available and the County's best efforts of determination. Offerors that are deemed responsive to the RFP and who have the highest scores at each level will advance to the next level of evaluations.
- 19.5.3. The proposal evaluation criteria should be viewed as standards that measure how well an Offeror's approach and capabilities meet the desired requirements and needs of the County. The criteria that will be used to evaluate proposals includes:
 - a. Company Background, Experience, and References
 - b. Implementation Methodology
 - c. Technology Planning, Integration, and Execution
 - d. Response to functional and technical requirements in the RFP
 - e. Offeror Interviews and Possible Offeror Demonstrations
 - f. Cost
- 19.5.4. The County reserves the right to determine the suitability of proposals on the basis of any or all of these criteria.
- 19.5.5. Select Offerors may be invited for staff interviews at the County. As part of this process, Offerors may be requested to participate in product demonstrations using a script provided by the County.

20. INSURANCE:

- 20.1. 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.
- 20.2. 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.

- 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 Errors and Omissions insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - f. Rating Requirements:
 - 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
 - 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - g. Indemnification:

Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
 - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
 - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.
- 20.3. 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.
- 20.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 20.5. 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.

21. METHOD OF ORDERING:

- 21.1. The County may use three (3) different methods of placing orders from the final contract: Purchase Orders (PO's); Small Orders (SO's); and, approved County procurement cards.

- 21.2. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO 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.
- 21.3. 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.
- 21.4. Questions regarding establishing an account with Master Card should be referred to: MC/Master Card Merchant Services at 1-800-762-6663. It is anticipated that participating contractors will accept procurement card orders.
- 21.5. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 21.6. 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.
- 21.7. The Department of Purchasing and Supply Management has the capability to issue purchase orders electronically and transmit them to vendors by fax. For more information about the Fax Purchase Order program, call (703) 324-3268, TTY 1-800-828-1140.

22. REPORTS AND INVOICING:

- 22.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to the project manager, monthly statistical reports and an annual tabulated report.
- 22.2. The Contractor must invoice the project manager. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send the project manager(s) an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
 - a. Employee name
 - b. County Department
 - c. Project Milestone
 - d. Identified Project Phase and Task on the implementation plan
 - e. Date of services
 - f. Type of services
 - g. Itemized cost for each item/service.
 - h. PO number
- 22.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. Invoices must match the agreed deliverable/milestone and cost schedule. In addition, the Contractor will provide the County a monthly and year-to-date utilization report which lists all information shown above. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

23. PAYMENTS:

- 23.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 7, **TASKS TO BE PERFORMED**.

Invoices should be mailed to:
Department of Finance
ML: 757434
PO Box 1147
Fairfax, VA 22038-1147

24. ELECTRONIC PAYMENT OPTION:

- 24.1. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to ACHpayments@fairfaxcounty.gov. A copy may also be picked up at the Department of Purchasing and Supply Management.

25. CHANGES:

- 25.1. 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.
- 25.2. 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.

26. MANAGEMENT OF PERSONNEL:

- 26.1. The County reserves the right to have Contractor staff replaced if their work is unsatisfactory; or if their behavior is perceived disruptive to our work environment; or if a staff member becomes ill; or if the assigned individual is no longer suitable for the assigned tasks; or if for any other reasons the assigned work tasks are terminated. The County will not assume any responsibility or liability for personnel actions taken by the Contractor should such a replacement be required.

27. DELAYS AND SUSPENSIONS:

- 27.1. 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.

- 27.2. 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.
- 27.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

28. ACCESS TO AND INSPECTION OF WORK:

- 28.1. The Fairfax County Purchasing Agent, Chief Technical Officer, departments or their respective authorized designees will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

29. PROJECT AUDITS:

- 29.1. 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.
- 29.2. 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.
- 29.3. 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.
- 29.4. 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.

- 29.5. 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.

30. OTHER SERVICES:

- 30.1. The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the County's administrators to monitor the program's progress and effectiveness. The County's administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year.

31. DATA SOURCES:

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

32. SAFEGUARDS OF INFORMATION:

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

33. ORDER OF PRECEDENCE:

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

34. SUBCONTRACTING:

- 34.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us>; local chambers of commerce and other business organizations.
- 34.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

35. USE OF CONTRACT BY OTHER PUBLIC BODIES:

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

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.

36. NEWS RELEASE BY VENDORS:

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

37. AMERICANS WITH DISABILITIES ACT REQUIREMENTS and SECTION 508:

- 37.1. 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.
- 37.2. In the acquisition of telecommunications, electronic and information technology goods and services, the accessibility determination will be conducted as part of the subjective evaluation and will be subservient to the general, technical and functional requirements of the product. At a minimum the offer must provide information on how the product complies in the form of the Voluntary Product Accessibility Template (VPAT) See Attachment 11 for a copy of the VPAT form.
- 37.3. 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.

38. HIPAA COMPLIANCE:

- 38.1. 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 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.

39. VENUE:

- 39.1. 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 state courts of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

40. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

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

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

I. 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

QUICK QUOTE (QQ): A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective Offerors which will indicate the general terms which are sought to be procured from the Offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

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

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

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

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

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

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

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

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 - 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 - 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

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

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

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

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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

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

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of 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).

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**AWARD**

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

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

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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.

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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

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

41. SMALL AND MINORITY BUSINESS UTILIZATION

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

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

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

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

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

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**DELIVERY PROVISIONS**

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

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

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

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

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

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

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

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

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

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

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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

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

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

64. OFFICIALS NOT TO BENEFIT-

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

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

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

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

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

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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or Offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or Offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**72. PROTEST OF AWARD OR DECISION TO AWARD-**

- a. Any bidder or Offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or Offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or Offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or Offeror is not a responsible bidder or Offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

79. IMMIGRATION REFORM AND CONTROL ACT: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien 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	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- Date business began/will begin work in Fairfax County

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

Signature

Date

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

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

Listing Of Local Public Bodies

REFERENCE PARAGRAPH 35 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

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

Complete and return this form with your proposal.

Vendor Name

BUSINESS CLASSIFICATION**DEFINITIONS**

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

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

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

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



**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 34, Special Provisions). Please complete this form and return it with your submission.

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

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

Complete and return this form with your proposal.



Fairfax County

Volunteer Management System

Final Cost Proposal

RFP 12-224931-42

April 17, 2012



I. Table of Contents

II. COST TEMPLATE FOR ENTERPRISE COST STRUCTURE.....3

III. APPENDIX A: COMMERCIAL PRICE LIST..... 6



Cost Template for an Enterprise-Cost Structure		Attachment 10A					RFP12-224931-42	
Unlimited products + First Phase Setup and Support		Prices						
	Tasks	Initial Cost	Year-1	Year-2	Year-3	Year-4	Year-5	
1.0	County-Wide							
1.1	Gap Analysis of core requirements and design work for the four initial agencies listed in Appendix 10-A. However, this will include validation work of the Enterprise requirements and design for 20+ groups. Developing generic Web Page designs for each type of web page (e.g., volunteer management, volunteer opportunity postings, volunteer profiles, and volunteer search screens), developing types/categories of data needed, and developing core reporting requirements.	\$31,320	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	
1.2	Implement County-wide Volunteer Opportunity Postings web page.	\$4,200	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	
1.3	Implement County-wide Volunteer profiles web page.	\$4,200	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	
1.4	Implement County-wide Volunteer Search screens.	\$4,200	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	



1.5	Implement County-wide interface with Volunteer Fairfax (the outside entity which is our Volunteer Center) and RoamSecure. This also fee also includes the internal ESAR-VHP setup for the county health department.	\$15,000	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	This fee also includes \$5,000 for costs associated with licensing and setting up ESAR-VHP.
	SUB-TOTAL	\$58,920						
2.0	For each agency in the 1st Phase							
2.1	Refine Requirements.	\$2,160	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	
2.2	Perform Data Migration (if needed)	\$4,000	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	
2.3	Implement requirements, including reports, volunteer management screens, and post sample volunteer opportunity postings).	\$3,000	[Change requests would require work.]	[Change requests would require work.]	[Change requests would require work.]	[Change requests would require work.]	[Change requests would require work.]	
2.4	Develop and document requirements and design for integration/interface requirements for subsequent phases.	\$1,600	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	
2.5	Provide Training.	\$2,500	[Additional training may be necessary due to turnover.]	[Additional training may be necessary due to turnover.]	[Additional training may be necessary due to turnover.]	[Additional training may be necessary due to turnover.]	[Additional training may be necessary due to turnover.]	
2.6	Participate in UAT (including interfaces with Volunteer Fairfax).	\$1,000	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	[Change requests could require work.]	



2.7	Additional Costs (if any) Based on Number Of Volunteer Coordinators/Administrators/Managers /Users	N/A	N/A	N/A	N/A	N/A	N/A	
2.8	Additional Costs (if any) Based on Number Of Volunteers	N/A	N/A	N/A	N/A	N/A	N/A	
	SUB-TOTAL	\$14,260						
	SUB-TOTAL (4 agencies)	\$57,040						
3.0	On-going Costs							
3.1	Licensing	>>	\$60,000	\$56,000	\$56,000	\$56,000	\$56,000	Year 1 includes a 15-month initial period. All subsequent periods will be 12-months.
3.2	Maintenance Fees	Included	Included	Included	Included	Included	Included	
3.3	Additional Services (per mutually agreed upon Statements of Work)	>>	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	Unused amounts to be rolled over. All rates based on rates in line 6.1.
	SUB-TOTAL	\$>>	\$78,000	74,000	74,000	\$74,000	\$74,000	
TOTAL FOR ENTERPRISE SOLUTION		\$>>	\$193,960	\$74,000	\$74,000	\$74,000	\$74,000	Costs for years 2-5 do not include additional labor costs which may be contracted.
		Hourly Rates						
		Junior Staff	Senior Staff					
6.0	For additional agencies in subsequent Phases							
6.1	Please provide hourly rates for junior and senior level staff for time & materials activities for future work. These activities will require task orders and SOWs to be negotiated later.	Senior: \$135 Junior: \$100	Senior: \$135 Junior: \$100	Senior: \$135 Junior: \$100	Senior: \$135 Junior: \$100	Senior: \$135 Junior: \$100	Senior: \$135 Junior: \$100	



II. Appendix A: Commercial Price List

Samaritan Technologies		Commercial Price List	
		July 2011	
CLIN	Software as a Service (SaaS)	Period	List Price
100	eRecruiter (web functionality for the public)		
A	eRecruiter (with unlimited public users)	Annually	\$ 2,500
B	eRecruiter Test License	Annually	\$ 600
101	eRecruiter Modules		
A	Reference Check Module	Annually	\$ 1,000
B	Organizations Module	Annually	\$ 2,000
C	Approver's Module	Annually	\$ 2,000
D	Friends & Family	Annually	\$ 2,000
E	Post Event Reporting	Annually	\$ 1,000
F	Client Registration Portal	Annually	\$ 1,000
G	Sign In Stations	Annually	\$ 500
102	eCoordinator (management software)		
A	1-9 users	Annually	\$ 1,000
B	10-19 users	Annually	\$ 750
C	20-39 users	Annually	\$ 500
D	40-74 users	Annually	\$ 450
E	75+ users	Annually	\$ 400
G	eCoordinator Test License	Annually	\$ 200
103	eCoordinator Modules		
A	Client Management	Annually	\$ 2,000
B	Transportation Logistics	Annually	\$ 10,000
104	System Administration		
A	System Administrator Tool: Basic	Annually	\$ 1,000
B	System Administrator Tool: Advanced	Annually	\$ 2,500
105	Developer Tools		
A	Application Program Interface (API)	Annually	\$ 1,000
106	Enterprise Web Suite		
A	Unlimited licenses: CLIN's 100-A through 105-A	Annually	\$ 65,000
Customer Hosted Products		Period	List Price
200	Enterprise Web Suite		
A	Self-hosted perpetual Enterprise License	One-Time	\$ 130,000
B	Self-hosted License Maintenance	Annually	\$ 32,500
202	PC Software		
A	Coordinator C/S: Single Installation	One-time	\$ 1,000
B	Coordinator C/S: 5-seat network	One-time	\$ 3,500
C	Coordinator C/S: Additional Network Seats	One-time	\$ 350
203	PC Software Upgrades		
A	Coordinator C/S: Single Installation	Per Order	\$ 180
B	Coordinator C/S: 5-seat network	Per Order	\$ 630
C	Coordinator C/S: Additional Network Seats	Per Order	\$ 63



	Services	Period	List Price
	Managed Hosting		
300	Servers		
A	Dedicated Server: Secure	Annually	\$ 18,000
B	Dedicated Server: Non-secure	Annually	\$ 5,000
301	Server Support		
A	Environment Setup	Per Order	\$ 1,500
302	Off-Site Tape Storage (per server)		
A	4 Weeks	Annually	\$ 6,500
B	12 Weeks	Annually	\$ 7,500
C	52 Weeks	Annually	\$ 12,000
	Customer Support		
400	Packages		
B	Tier II Support Package	Annually	\$ 25,000
401	Pay-As-You-Go		
A	Customer Support Hours	Per Order	\$ 125
402	Additional Support Services		
A	24 hour paging	Annually	\$ 12,000
B	Extended Support Desk Hours (per annual hour)	Annually	\$ 3,500
	Technical Support		
500	System Configuration		
B	Support: Junior Grade	Per Order	\$ 100
C	Support: Senior Grade	Per Order	\$ 135
D	Technical Support Hours: On Demand	Per Order	\$ 150
E	Criminal Background System: One Time Setup Fee	One-time	\$ 1,000
501	Custom Development		
A	Custom Development Hours	Per Order	\$ 175
B	Custom Development Rush Fee	Per Order	\$ 3,000
502	External System Interactivity		
A	Single Sign On (SSO)	One-Time	\$ 8,000
B	Alternative Authentication	One-Time	\$ 3,750
C	Data Feed from 3rd Party Data Source (example: HR data feed)	One-Time	By Bid
	Training		
600	Live User Training (optional travel not included)		
A	Basic User Training (1 day)	Per Order	\$ 1,600
B	Advanced User Training (1 day)	Per Order	\$ 1,600
C	Administrator's Orientation (1 day)	Per Order	\$ 2,000
D	User "Refresh" Training (6 hrs)	Per Order	\$ 1,000
E	Administrator's "Refresh" Training (4 hrs)	Per Order	\$ 1,000
601	Train-the-Trainer		
A	Basic User Train-the-Trainer Certification (3 days). Travel not included	Per Order	\$ 5,000
B	Administrator's Train-the-Trainer (2 day) Travel not included	Per Order	\$ 4,000
602	Customized Online Training		
A	Full Product Training Suite, Customized	Per Order	\$ 50,000
B	Annual Upgrade to Training Suite (all modules)	Annually	\$ 9,000
C	Per Module Creation	Per Order	\$ 2,500
D	Per Module Update	Per Order	\$ 1,000



Documentation			
700	Paper Documentation (shipping included)		
A	User's Manual	Per Order	\$ 40
B	Administrator's Manual	Per Order	\$ 30
C	User's Training Guide	Per Order	\$ 35
D	Trainer's Training Guide	Per Order	\$ 40
701	Customized Documentation (master sets, provided electronically)		
A	Trainer's Guide & User's Training Guide	One Time	\$ 5,000
B	Custom Trainer's & User's Training Guide Maintenance	Annual	\$ 2,000
C	Custom User's Manual	One Time	\$ 5,000
D	Custom User's Manual Maintenance	Annual	\$ 2,000
Other Services			
800	Travel		
A	From Salt Lake City, UT to all destinations	Per Order	By Bid
801	Legal Agreements		
A	Escrow Account	Annually	\$ 700
802	Web Programming (unrelated to product, hourly rates)		
A	Website Design Hours	Per Order	\$ 125
B	Logo Design	Per Order	\$ 150
C	HTML Programming	Per Order	\$ 150
D	Domain Registration	Per Order	\$ 50
E	Secure Socket Layer (SSL) Certificate	Annually	\$ 150
803	Criminal Background Data Feed		
A	National Sex Offender	Per Check	\$ 2.00
B	Omni Check	Per Check	\$ 7.00
C	County Check	Per Check	\$ 15.00
D	Driver's License Only	Per Check	\$ 5.00
E	Address Verification	Per Check	\$ 5.00
F	Federal Criminal Check	Per Check	\$ 7.50
G	National Terrorist Database Check (OFAC)	Per Check	\$ 2.50

Stewart, Teena L

From: Todd McMullin <tmcmullin@samaritan.com>
Sent: Monday, May 07, 2012 10:29 AM
To: Stewart, Teena L
Cc: Field, Karen H.
Subject: Re: REALLY Final Version (6!) of Fairfax Cost Proposal
Attachments: fairfaxcostproposal, FINAL 6, 20120506tm.pdf

Hi Teena,

Apparently my previous deletion effort left something to be desired. Please use the attached version 6. Thanks to good negotiating skills in the contract we are no longer concerned about this pricing.

Best Regards,

Todd

Todd McMullin

Co-founder | Samaritan Technologies
353 E. 400 South, Suite 200, Salt Lake City, UT 84111
w 801 328 3972 x 206 m 801 450 6029
tmcmullin@samaritan.com | www.samaritan.com

RATED #1:

An independent study done by TechSoup.org and Idealware.org recognized Samaritan as the #1 Software for Volunteer Management.

Their "Consumer's Guide to Software for Volunteer Management" can be downloaded FREE from this link.

LEARN MORE...

- On-line Flash Presentation
- Features List

On Thu, May 3, 2012 at 4:01 PM, Stewart, Teena L <Teena.Stewart@fairfaxcounty.gov> wrote:

Todd,

The cost proposal still has Proprietary at the bottom, we have two options, you can reply to this email that it is acceptable for me to white out or you can remove from the footer of the proposal and resend.

Thank you.

Teena

From: Todd McMullin [mailto:tmcmullin@samaritan.com]
Sent: Wednesday, April 18, 2012 3:20 PM
To: Stewart, Teena L
Subject: Re: REALLY Final Version (6!) of Fairfax Cost Proposal

Hi Teena,

For you... anything! :)

Attached.

- Todd

Todd McMullin
Co-founder | Samaritan Technologies
353 E. 400 South, Suite 200, Salt Lake City, UT 84111
w 801 328 3972 x 206 m 801 450 6029
tmcmullin@samaritan.com | www.samaritan.com

RATED #1:

An independent study done by TechSoup.org and Idealware.org recognized Samaritan as the #1 Software for Volunteer Management.



County of Fairfax, Virginia

AMENDMENT

SEP 28 2015

AMENDMENT NO. 1

CONTRACT TITLE: Volunteer Management System

CONTRACTOR

Samaritan Software LLC
353 East 400 South, Suite 200
Salt Lake City, UT 84111

SUPPLIER CODE

1000018557


CONTRACT NO.

4400002891

Contract 4400002891 is hereby amended to change the Contractor address as follows:

	Original Contract Information	New Contract Information
Address:	353 East 400 South, Suite 200 Salt Lake City, UT 84111	265 East 100 South, Suite 290 Salt Lake City, UT 84111

All other terms and conditions remain the same.


 Cathy A. Muse, CPPO
 Director/County Purchasing Agent

DISTRIBUTION

Dept of Finance – Accounts Payable/e
 Dept. – Public Private Partnerships
 DIT – Hilde Kjersgard/e
 DIT – Karen Field/e
 DIT – Tonya Mills/e
 DIT – Ron Shoram/e
 OP3 – Patricia Stevens

Contractor
 Contract Specialist – Teena Stewart
 ACS, Team 1

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

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



County of Fairfax, Virginia

AMENDMENT

APR 27 2017

AMENDMENT NO. 2

CONTRACT TITLE: Volunteer Management System

CONTRACTOR

SUPPLIER CODE

CONTRACT NO.

Samaritan Software LLC
265 East 100 South #290
Salt Lake City, UT 84111

1000018557

4400002891

By mutual agreement, contract 4400002891 (the "Contract") is amended as follows:

1. The Contract is renewed for two years, effective January 1, 2017 through December 31, 2018, at the yearly of \$58,800.
2. The following is added to Paragraph 1.7 (**Acceptance Testing Standards**) of the Software and Services Agreement (the "SSA") after the first sentence:

Any interim and final deliverables to the software will be tested, including integration, progression, and regression testing, by the Vendor prior to releasing it to the County for acceptance testing. The deliverable will be accompanied by the test plan utilized by Samaritan in testing that deliverable. Acceptance or failure to accept is to be given to the Vendor within 15 business days from the date Vendor presents any updates and/or work to the County for testing and shall not be unreasonably withheld.

3. The following is added to the last sentence of Paragraph 2.1 (**Additional Services**) of the SSA:

..., however, any changes to the mutually agreed upon SOW shall be agreed upon by both parties, in writing, prior to the start of work on any changed item or fee.

4. The SSA Confidential Items dated 4/17/2012, item number 2 the following sentence is added:

Samaritan will provide timely reconciliation, at least bi-weekly, within the customer support system (Zen Desk) of all Fairfax County service and support tickets.

5. The following is added to the last sentence of Paragraph 7.4 of the SSA:

..., provided that such instructions, requests, or information do not amend or change the terms and conditions of the Contract. Any changes to the terms and

Amendment 2
4400002891
Page 2

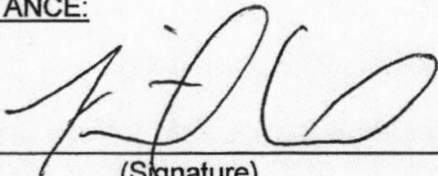
conditions of the Contract shall be in accordance with paragraph 4.3 (Amendments) of the SSA.

6. The following is added to Paragraph 1.8 (Documentation) of the SSA:

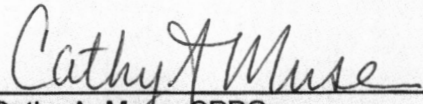
- f. All documentation referenced in a. through e. above shall be provided prior to any release or implementation. All such documentation shall be posted in a timely way to the Fairfax County portal client page.

All other terms and conditions of the Contract remain the same.

ACCEPTANCE:

BY: 
 (Signature)
KEITH LEONARD
 (Printed)

VP, OPERATIONS
 (Title)
4/24/17
 (Date)


 Cathy A. Muse, CPPO
 Director/County Purchasing Agent

DISTRIBUTION

Dept. of Finance – Accounts Payable/e
 OP³ – Patti Stevens/e
 OP³ – Karen Fuentes/e
 DIT – Debra Dunbar/e

Contractor
 Contract Specialist – Vacant
 ACS, Team 1 – Jennifer Waysome-Tomlin



County of Fairfax, Virginia

AMENDMENT

Date:

NOV 20 2020

AMENDMENT NO. 6

CONTRACT TITLE: Volunteer Management System

<u>CONTRACTOR</u>	<u>SUPPLIER CODE</u>	<u>CONTRACT NO.</u>
Samaritan Software LLC 265 East 100 South, Suite 290 Salt Lake City, UT 84111	1000018557	4400002891

By mutual agreement, Contract 4400002891 is amended as follows:

- To renew for one (1) year at existing terms, and conditions, effective 1/1/2021 through 12/31/2021.
- To increase the annual licensing fee by 0.5% from \$59,506.00 to \$59,803.53.
- Due to recommendations from the Department of Homeland Security, citing security breach potential found in Internet Explorer 11, Contractor will no longer support compatibility on this browser. The County agrees that Contractor's products will now be compatible with Microsoft Edge and beyond, in accordance with Microsoft's then current policies for support on their own web browser products.

All other prices, terms and conditions of Contract 4400002891 remain the same.

ACCEPTANCE:

BY: 


 (Signature)
 Bruce Behymer

 (Printed)

CEO / Managing Partner

 (Title)
 11/14/2020

 (Date)



 Steve Pierson, CPPB
 Contracts Manager
 Cathy A. Muse, CPPO
 Director/County Purchasing Agent

DISTRIBUTION

Dept. of Finance – Accounts Payable/e
 OP³ – Karen Fuentes/e
 DIT – Debra Dunbar/e
 DIT – Michele Breckenridge/e
 DIT – Julie Kang/e

Contract Specialist – Jamie Pun
 ACS, Team 1 – Cynthia Parker
 DIT – Tanesha Sherrod/e
 Contractor – cmurphy@samaritan.com



County of Fairfax, Virginia

AMENDMENT

Date: 11/10/2021

AMENDMENT NO. 7

CONTRACT TITLE: Volunteer Management System

CONTRACTOR

Samaritan Software LLC
265 East 100 South, Suite 290
Salt Lake City, UT 84111

SUPPLIER CODE

1000018557

CONTRACT NO.

4400002891


By mutual agreement, Contract 4400002891 is renewed for one (1) year at existing prices, terms and conditions, effective January 1, 2022 through December 31, 2022. This is the sixth of ten renewal option available.

1. To renew for one (1) year at existing prices, effective January 1, 2022 through December 31, 2022. This is the sixth of ten renewal option available.
2. Samaritan Technologies has moved its development management to a continuous delivery and integration model, and Samaritan has agreed to (a) give notice to the County of such development changes for a quality assurance instance for review before pushing such changes to production and (b) provide an interactive change log for the County's review. The County, therefore, agrees to accept Samaritan's change to its development management and no longer will have the right to accept development changes before upgrading their production instance. Effective the date of this renewal, the parties agree that the County will remain current on the most recent release cycle and will no longer grant acceptance on release cycles to Samaritan.

All other terms and conditions remain the same.

Contractor shall provide a current Certification of Insurance (COI) according to Special Provisions, Section 20 as negotiated, within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY: 

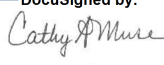
 (Signature)
 Bruce Behymer

 (Printed)

CEO/Managing Partner

 (Title)
 11/08/2021



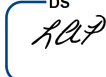
 (Date)

DocuSigned by:


 0EEA0FDCE6634D3...
 Cathy A. Muse, CPPO
 Director/County Purchasing Agent

DISTRIBUTION:
 Dept. of Finance – Accounts Payable/e
 OP³ – Karen Fuentes/e
 DIT – Debra Dunbar/e
 DIT – Michele Breckenridge/e
 DIT – Tanesha Sherrod/e
 Contractor – cmurphy@samaritan.com

Contract Specialist – Yong Kim
 ACS, Team 1 – Cynthia Parker

DS  DS  DS 

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



County of Fairfax, Virginia

AMENDMENT

Date: August 30, 2022

AMENDMENT NO. 8

CONTRACT TITLE: Volunteer Management System

CONTRACTOR

Samaritan Software LLC
265 East 100 South, Suite 290
Salt Lake City, UT 84111

SUPPLIER CODE

1000018557

CONTRACT NO.

4400002891

By mutual agreement, Contract 4400002891 amended as follows, effective January 1, 2023:

1. To renew for one (1) year at existing terms and conditions, effective January 1, 2023 through December 31, 2023. This is the seventh of ten renewal options available.
2. Increase the annual licensing fee for Samaritan's Enterprise Suite from \$59,803.53 to \$62,481.30.
3. Increase hourly labor rate for services performed by a Senior Staff from \$135.00 per hour to \$140.00 per hour.
4. Remove the junior staff hourly labor rate from contract 4400002891.

Contractor shall provide a current Certification of Insurance (COI) according to Special Provisions, Section 20 as negotiated, within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

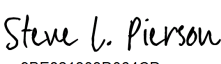
BY: _____
 (Signature)
 Keith Leonard

 (Printed)

VP, Operations & Client Services

 (Title)
 08/23/2022


 (Date)

DocuSigned by:


 FOR Lee Ann Pender
 Director/County Purchasing Agent

DISTRIBUTION:
 Dept. of Finance – Accounts Payable/e
 OP³ – Karen Fuentes/e
 DIT – Debra Dunbar/e
 DIT – Michele Breckenridge/e
 DIT – Tanesha Sherrod/e
 Contractor – cmurphy@samaritan.com

Contract Specialist – Yong Kim
 ACS, Team 1 – Chan Park

DS


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

Listing Of Local Public Bodies

REFERENCE PARAGRAPH 35 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

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

Complete and return this form with your proposal.

SAMARITAN SOFTWARE, LLC
Vendor Name