



SOLICITATION

BY

COUNTY OF FAIRFAX, VIRGINIA

RFP# 2000003501

FOR

PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT,
SITE ACCESSORIES AND RELATED PRODUCTS AND SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT

AGENCIES AND MADE AVAILABLE THROUGH

GOVMVMT PURCHASING COOPERATIVE



IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

**SUBMISSIONS WILL ONLY BE ACCEPTED
ELECTRONICALLY VIA THE BONFIRE PORTAL**

<https://fairfaxcounty.bonfirehub.com>

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating proposals. To register, visit <https://fairfaxcounty.bonfirehub.com>. Additional assistance is also available at Support@GoBonfire.com.

Submitting proposals via the Bonfire portal is **mandatory**. Fairfax County will not accept proposals submitted by paper, telephone, facsimile (“FAX”) transmission, or electronic mail (e-mail) in response to this RFP. Reference section titled “ELECTRONIC SUBMISSION OF PROPOSAL” in the Special Provisions, for additional information.

Fairfax County strongly encourages offerors to submit proposals well in advance of the proposal submission deadline. A proposal submission is not considered successful unless all necessary files have been uploaded and the ‘Submit & Finalize’ step has been completed. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its Proposal.

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1. PURPOSE:

- 1.1. County of Fairfax, Virginia (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete offering of Playground Equipment, Outdoor Fitness Equipment, Site Accessories and Related Products and Services.

2. OBJECTIVES:

- 2.1. Provide a comprehensive competitively solicited and awarded Master Agreement offering Products and Services covered by this solicitation to Participating Public Agencies.
- 2.2. Establish the Master Agreement as the Offeror's primary offering to Participating Public Agencies;
- 2.3. Achieve cost savings for Offerors and Participating Public Agencies through a single competitive solicitation process that reduces the Offeror's need to respond to multiple solicitations and Public Agencies' need to conduct their own solicitation process; and
- 2.4. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES:

- 3.1. Refer to Paragraph 7.2, items a-f, below in Statement of Needs for the general definition of products and services.

4. GOVMVMT PURCHASING COOPERATIVE:

- 4.1. GovMVMPT Purchasing Cooperative (herein "GovMVMPT") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.
- 4.2. **Innovative Government Services Association**
 - a. Innovative Government Services Association (IGSA) is designed to provide best-in-class competitively bid contracts to public and nonprofit agencies and organizations. The founders have a long history of providing successful programs and services in these sectors and founded IGSA to continue the non-profit mission of providing value-added programs and services while giving back to the communities that we live and work in.
 - b. GovMVMPT is IGSA's premier national cooperative purchasing program designed exclusively for public agencies and nonprofits.
- 4.3. **Participating Public Agencies**
 - a. The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payments, etc.

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- b. The Lead Public Agency is acting as “Contracting Agency” for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency. Participating Public Agency releases Lead Public Agency, GovMVMT, and any other Participating Public Agencies, including their respective agents, directors, employees or representatives from any acts, liabilities, damages, etc., incurred by Participating Public Agency.
- c. Use of the Master Agreement by any Public Agency is preceded by their registration with GovMVMT as a Participating Public Agency in the GovMVMT Purchasing Cooperative program.
- d. Registration is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA). MICPA outlines the terms and conditions that allow access to the Lead Public Agencies’ Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of MICPA is included as Attachment C, Exhibit D.
- e. By using the Master Agreement, any such Participating Public Agency agrees that it is registered with GovMVMT, whether pursuant to the terms of the MICPA or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between Supplier and the Lead Public Agency will be the same as that available to Participating Public Agencies through GovMVMT.

4.4. Estimated Volume

- a. The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$200 Million Dollars annually. While no minimum volume is guaranteed to Supplier, the estimated volume is based on the current annual volumes of the Lead Public Agency and other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through GOVMVMT as well as through volume growth into other Public Agencies employing a coordinated marketing approach between Supplier and GOVMVMT.

4.5. Marketing Support

- a. GOVMVMT provides marketing support for each Supplier’s products through the following:
 - 1. Sales and marketing personnel that directly promote the GOVMVMT Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
 - 2. GOVMVMT provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through GOVMVMT.

4.6. Multiple Awards

- a. Multiple awards may be issued as a result of this solicitation. Multiple awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.
- b. The Lead Public Agency reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple awards, primary, secondary, and tertiary,

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whichever is in the best interest of the Lead Public Agency and Participating Public Agencies as a result of this solicitation.

4.7. Evaluation of Proposals

- a. Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.
- b. Other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposals and provides the best overall value will be eligible for a contract award. GOVMVMT reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

5. CONTRACT PERIOD AND RENEWAL:

- 5.1. This contract will begin on Date of Award and terminate on June 30, 2027.
- 5.2. The County reserves the right to renew the contract for 2 additional two (2) year periods, if agreeable to all parties. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Department of Procurement and Material Management (DPMM).
- 5.3. 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. BACKGROUND:

- 6.1. The Fairfax County Park Authority (herein "FCPA") is the primary provider of parks and recreational facilities and services in Fairfax County, Virginia suburb of Washington, D.C. with a current population of over one million (1,000,000) people, Fairfax County is the most populous jurisdiction in both Virginia and the Washington Metropolitan Region.
- 6.2. The FCPA operates a system of 416 parks containing over 24,000 acres of parkland and open space including 274 athletic fields, 212 outdoor tennis courts, 119 outdoor basketball courts, 8 golf courses and 351 playgrounds.

7. STATEMENT OF NEEDS:

- 7.1. The intent of this solicitation is to establish a contract or contracts to provide turnkey solutions to meet various playground and recreation needs with companies offering and demonstrating the best overall solution(s) that meets or exceeds the requirements of this RFP and future Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Service needs of the FCPA and Participating Public Agencies (PPA).

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- 7.2. Offerors are expected to propose a comprehensive selection of Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material and Related Products and Services as described below and in accordance with Product Standards and Guidelines (see paragraph 7.4):
- a. **Playground Equipment** – A complete offering of park and Playground Equipment for all ages and abilities including, but not limited to, themed systems, stand-alone activities, system components and replacement parts.
 - b. **Outdoor Fitness Equipment** – A complete offering of Outdoor Fitness Equipment for all ages and abilities including, but not limited to, challenge courses, strength building and resistance apparatus, multigenerational fitness, optional precision timing systems, climbing walls, pool equipment, pool lifts, and pool timing systems.
 - c. **Site Accessories** – A complete offering of all Site Accessories such as, but not limited to, benches, picnic tables, planters, bike racks, bike lockers, shelter and shade structures, bleachers, grandstands, scoreboards and other related items and equipment.
 - d. **Surfacing Materials** – A complete offering of all park and playground Surfacing Materials including, but not limited to, pour in place, rubber tiles, wood fiber, and recycled materials.
 - e. **Related Products** – Additional products such as water park equipment and apparatus, skate park equipment and apparatus, bike park equipment and apparatus, dog park equipment and apparatus, and any other related products available from the offeror.
 - f. **Services** – A complete offering of Services such as, but not limited to, design, layout, installation, repair and maintenance, removal, recycling and/or disposal, project management, and any other related services available from the offeror.
- 7.3. Offerors should have demonstrated experience in providing, installing and maintaining the products and services offered.
- 7.4. It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and American Society of Testing and Materials (ASTM) Standards and other applicable laws and regulations in the Commonwealth of Virginia or in accordance with the laws and applicable policies of the State and locality where a PPA is located.
- a. Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current ASTM, Consumer Product Safety Commission (CPSC), and IPEMA standards. Certifications must be submitted with your proposal.
 - b. Applicable ASTM Standards:
 - ASTM-F1487-11 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
 - ASTM-F1292-13 Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment
 - ASTM-1951-09 Standard Specification for Determination of Surface Systems Under and Around Playground Equipment
 - ASTM-F2049-11 Fences/Barriers for Public, Commercial and Multifamily Residential Use Outdoor Play Areas
 - ASTM-F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment

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- c. CPSC Printed Handbook for Public Playground Safety – Equipment must meet all guidelines stated in the Handbook published by the CPSC. Copies of Publication No. 325 may be obtained from the U.S. Consumer Product Safety Commission, Washington, DC 20007.
 - d. IPEMA Certification – IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. For more information on certification and membership, visit IPEMA's website at www.ipema.org.
 - e. **All equipment and play surfacing materials must be IPEMA Certified. Certification must be included with your proposal submission**
- 7.5. Environmentally Preferable Purchasing Requirements – Fairfax County promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring products and/or services. Applicable EPP attributes that may be taken into consideration as environmental criterion include, but are not limited to, recycled content, recyclability, post-consumer recycled material, biodegradability, take-back programs, green manufacturing practices, and sustainable raw material sourcing. Offerors must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data. Offerors must provide these certifications as well as documentation of their environmental sustainability attributes, policies, measures, and initiatives with their proposal response.
 - 7.6. All products offered under the resulting contract(s) that require assembly and/or installation shall be assembled and/or installed by manufacturer's certified installers. Offerors must submit, with their proposal, the names and addresses of each certified installer/subcontractor. All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the installer to obtain clarification from the project manager concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner.
 - 7.7. Offeror must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups and abilities as determined by the PPA. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimension of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.
 - 7.8. Offeror shall describe its company's project management capabilities from initiation through acceptance by the PPA.
 - 7.9. Offeror shall identify the states where your company is licensed to do business (if applicable).
 - 7.10. Offeror shall describe any training and educational programs it offers. This may include the ability to provide on-site or online training and educational seminars on technical knowledge.
 - 7.11. Offeror's shall provide standard delivery time (in days) and any options for expediting delivery, if applicable.
 - 7.12. Offeror's shall address your backorder policy.
 - 7.13. Offeror's shall address their restocking fees and procedures for returning products.

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- 7.14. Proposals shall address the following:
- a. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of components during the warranty period.
 - b. Warranty period start date. Preference is for the warranty period to start at the time of acceptance of the completed project by the PPA.
 - c. Availability of replacement parts (reference paragraph 8.1).
 - d. Life expectancy of equipment under normal use.
 - e. Detailed information regarding the return policy on all equipment.

8. CONTRACTOR REQUIREMENTS:

- 8.1. Replacement parts shall be available from the awarded contractor(s) for a minimum of fifteen (15) years on all play systems and must be provided within two (2) weeks from the time an order is placed by the County or PPA.
- 8.2. Surfacing material shall meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.
- 8.3. All companies, installers and subcontractors performing services are required to, and shall, comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The company, installers and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under any resulting contract(s).
- 8.4. Delivery:
 - a. Delivery location shall be stated on each order document (purchase order, letter order, etc.) issued by the PPA. All items are to be delivered fully assembled or assembled by installer or subcontractor on site as may be designated by the PPA.
 - b. When the order document calls for inside delivery, the vendor will deliver in accordance with the delivery instructions provided by the PPA and shall provide assembly, set in place, made ready for use, and removal of all packaging and debris.
 - c. The company shall authorize immediate replacement of any items that has been damaged in transit.
- 8.5. The contractor shall be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of playground and fitness equipment, timbers, and fencing as may be required to provide a full turnkey solution to PPAs.
- 8.6. The Contractor agrees to comply with additional state, or local laws, policies, terms and conditions, including bonding requirements, of the individual PPA. If such compliance impacts the cost of products or services an equitable adjustment in price may be negotiated.

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9. TECHNICAL PROPOSAL INSTRUCTIONS:

The offeror must submit their response to the Technical Proposal in Bonfire containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. In addition, the offeror will submit in Bonfire an executed County's Cover Sheet (DPMM32), Attachment A, any additional Exhibits as listed in Bonfire, and all issued Addenda (as applicable).

9.1. Section 1 – Introduction:

- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.

9.2. Section 2 – Statement of Qualifications:

- a. Offerors shall describe their approach to marketing any resulting contract to the County and PPAs including the Offeror's experience by providing a response to the following Exhibits in Attachment J:
 - i. Exhibit A, Questionnaire for National Consideration
 - ii. Exhibit B, Supplier Response - which includes Offeror's qualifications on national commitments, company, order processing and distribution, and sales and marketing
 - iii. Exhibit C, Administration Agreement, signed
- b. 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.
- c. References: Offerors shall provide at least three (3) public sector references, preferably state and/or local government, schools, special districts and authorities, where they have provided the same or similar services as described herein. References must include the date the project was completed, project location, a brief description of the project, point of contact, and the phone number and e-mail for the point of contact.
- d. 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.

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

- e. Financial Statements: Offerors shall provide their most recent audited financial statement or balance sheet with their proposal submission.

9.3. Section 3 – Understanding the Statement of Needs:

Offerors shall provide a description of how their offering meets the requirements set forth in Paragraph 7, Statement of Needs of the RFP. The primary objective is for each Offeror to provide its complete, full-line offering so PPA's may purchase a range of products and services as appropriate for their needs.

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This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

- a. Statement and discussion of the requirements as they are analyzed by the offeror.
- b. 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 Statement of Needs and achieving project objectives.
- c. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the Statement of Needs.
- d. 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.
- e. 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 "Statement of Needs" section, and may propose alternative approaches.

10. COST PROPOSAL INSTRUCTIONS:

- 10.1. The offeror must submit their response to the Cost Proposal in Bonfire (see Attachment B). The following information should be submitted as part of the cost proposal:
 - a. Provide the pricing by category using a **fixed percentage (%)** discount off a MANUFACTURER PRICE LIST or other objectively verifiable criteria.
 - b. Provide the reference to the standard index or other objective criteria used to determine pricing of each Product category and state why this is most advantageous to PPAs. **Copies of the relevant price lists must be included in the Cost Proposal.**
 - c. Pricing for installation and services such as design, project management and other services should be priced at an hourly rate. An hourly rate range is acceptable.
 - d. Detail any additional pricing incentives or rebates that may be available such as for large volume purchase by PPAs.
 - e. Provide pricing for any additional related products and services offered.
- 10.2. The Offeror must submit pricing for the Sample Projects provided in Attachment B-2. Pricing should be based on pricing quoted in Attachment B-1. The Sample Projects will be used for evaluation purposes only. Age groups, area size and minimum requirements are included for each project.
 - a. Each Sample Project response must include designs, drawings and an itemized product listing, along with breakdown of cost.

11. PRICING:

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

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- 11.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 11.3. Price decreases shall be made in accordance with paragraph 40 of the General Conditions & Instructions to Offerors. (Appendix A)

12. TRADE SECRETS/PROPRIETARY INFORMATION:

- 12.1. 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.
- 12.2. **The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary.** Disposition of material after award(s) should be stated by the offeror.
- 12.3. Request for Protection of Trade Secrets or Proprietary Information (Attachment A4) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 12.4. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

13. CONTACT FOR CONTRACTUAL MATTERS:

- 13.1. All communications and requests for information and clarifications shall be directed to the following procurement official:
- Nicole Cifci, VCA, Contract Specialist II
Department of Procurement and Material Management
Telephone: (703) 324-2854
Email: nicole.cifci@fairfaxcounty.gov
- 13.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 18.3).

14. REQUIRED SUBMITTALS:

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

15. ELECTRONIC SUBMISSION OF PROPOSAL:

- 15.1. Proposals must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Submissions will only be accepted through the portal. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are

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recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com or click on the link "Contact Bonfire Support here" under Need Help?. (Note: it takes an average of 16 minutes to an hour for a response). Therefore, offerors shall take the necessary steps to submit their proposals in advance.

- 15.2. Offerors can view all the user guide which provides step by step instructions regarding use of Bonfire: <https://support.gobonfire.com/hc/en-us/categories/360000773733-User-Guides>.

Listed below is a helpful guide that will assist offerors regarding Submission:

- Creating and uploading a submission
<https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors->

- 15.3. If, at the time of the scheduled proposal closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire system.

- 15.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

- 15.5. 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.

- 15.6. Unnecessarily elaborate brochures of other presentations beyond what is considered sufficient to present a complete and effective proposal is not desired.

- 15.7. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

16. ADDENDA:

- 16.1. Offerors are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within five (5) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.

- 16.2. Notice of addenda will be posted on eVA and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at <https://fairfaxcounty.bonfirehub.com>.

- 16.3. The last day to submit question to be addressed in the addendum will be addressed in Bonfire under "Questions Due Date." All questions pertaining to this RFP shall be submitted to nicole.cifci@fairfaxcounty.gov.

17. PROPOSAL ACCEPTANCE PERIOD:

- 17.1. Any proposal submitted in response to this solicitation shall be valid for one hundred eighty (180) days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

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- 18.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 18.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 18.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 10.1 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.
- 18.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 18.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 18.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Qualifications of firm with appropriately qualified and experienced personnel (ref. Special Provisions, Section 9.2.) **(points 35)**
 - b. Detail response to the Special Provisions, section 7, STATEMENT OF NEEDS (ref. Special Provisions, Section 9.3.) **(points 40)**
 - c. Reasonableness of cost proposal **(points 25)**
- 18.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 18.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 18.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently,

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offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

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

19. INSURANCE:

- 19.1. The Contractor is responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 19.2. The Contractor must during the continuance of all work under the contract provide the following:
 - a. Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees 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 the contracted work.
 - c. 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 Commercial General Liability policy.
- 19.3. Liability Insurance "Claims Made" basis:
 - 1) If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same.
 - 2) The Contractor must either:
 - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or

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- ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- 19.4. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- 19.5. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
- 19.6. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- 19.7. 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: VII.
- 19.8. 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: VII or better.
- 19.9. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- 19.10. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- 19.11. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- 19.12. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 19.13. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. 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 may result in suspension of all payments until the new certificate is furnished.
- 19.14. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.

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- 19.15. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 19.16. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- 19.17. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 19.18. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

20. METHOD OF ORDERING:

- 20.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 20.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. 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.
- 20.3. 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.
- 20.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 20.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

21. REPORTS AND INVOICING:

- 21.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 21.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- a. Contractor's name
 - b. Contract Number
 - c. Purchase Order Number
 - d. The name of the County department
 - e. Date of services

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- f. The type of services; and,
 - g. The itemized cost for each item/service.
- 21.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 21.2, a-g. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

22. CHANGES:

- 22.1. 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.
- 22.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.
- 22.3. New products and associated services may be added to the resulting contract(s) during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and include, but will not be limited to, new products added to the offerors listing of products and services. All requests to add additional products are subject to review and approval of the Fairfax County Purchasing Agent.

23. DELAYS AND SUSPENSIONS:

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.

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

25. DATA SOURCES:

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

26. SAFEGUARDS OF INFORMATION:

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

27. ORDER OF PRECEDENCE:

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

28. SUBCONTRACTING:

- 28.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.

29. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 29.1. Reference Paragraph 71, 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.
- 29.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 29.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 29.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

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- 29.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

30. NEWS RELEASE BY VENDORS:

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

31. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

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

32. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 32.1. 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.