



Loudoun County, Virginia

REQUEST FOR PROPOSAL

LIBRARY SERVICES POINT OF SALE AND PRINT MANAGEMENT SYSTEM

ACCEPTANCE DATE: Prior to 4:00 p.m., July 27, 2020, "Atomic" Time

RFP NUMBER: RFQ 251782

ACCEPTANCE: Department of Finance and Budget

PLACE: Division of Procurement

1 Harrison Street, SE, 1st Floor

Leesburg, Virginia 20175

PLEASE NOTE: Due to the current pandemic, packages are no longer being accepted in the Procurement office. As such, all proposals must be submitted prior to 4:00 p.m. in the drop box labeled for the Department of Finance and Budget in the lobby (1st Floor) at the address noted above. Additionally, due to social distancing requirements, offerors should anticipate a delay in getting access to the drop box. As such, it is highly recommended that offerors allocate additional time to ensure timely submission of their proposal. It is the offerors responsibility to ensure that his/her proposal is submitted in the correct location prior to the acceptance date/time.

Requests for information related to this Proposal should be directed to:

Sandra A. Lineberry, CPPB

Contracting Officer

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This document can be downloaded from our web site:

www.loudoun.gov/procurement

Issue Date: June 24, 2020

**IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF
DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT,
PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .**

REQUEST FOR PROPOSAL

**LIBRARY SERVICES POINT OF SALE AND
PRINT MANAGEMENT SYSTEM**

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Prepared By: *s/Sandra A. Lineberry* Date: 6/15/2020
Sandra A. Lineberry, CPPB
Contracting Officer

LIBRARY SERVICES POINT OF SALE AND PRINT MANAGEMENT SYSTEM

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain fixed price proposals for the County of Loudoun, Virginia (County) for a Point-of-Sale and Print Management System (System) to manage financial and print transactions between Loudoun County Public Library (LCPL) and library customers. The System shall provide a staff and customer interface for accepting and processing cash, checks, money orders, and credit card payments. The System shall process payment of fines and fees related to circulation activity, lost/damaged items, printing, purchase of goods, etc. For circulation transactions, the System shall also access and edit account information in LCPL's Integrated Library System (ILS), The Library Corporation's CARL-X. The System shall provide staff and customers an interface for managing printing jobs at public printers.

This RFP seeks to identify a System that has the best fit for LCPL's requirements for streamlined print management, cash and credit handling processes and thorough financial accounting. Additionally, the RFP seeks to identify the offeror which will be the best partner for implementation, support, updates, and ongoing maintenance. The successful firm shall be capable of providing a fully operational turnkey Commercial-Off-the-Shelf (COTS) solution and all appropriate support services. This will include but may not be limited to hardware, software, interoperability with the ILS, interoperability with Loudoun County accounting and financial procedures, Payment Card Industry (PCI) and other financial security compliances, software upgrades, and staff training.

Offering firms shall meet the scope of services contained in Section 5.0. Failure to meet the qualifications will be cause to reject the proposal as non-responsible.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permit competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

Loudoun County, one of the fastest growing counties in the United States, is a dynamic county with an outstanding quality of life, located just twenty-five (25) miles from Washington, D.C. The County enjoys a reputation for providing high quality services, including first-rate school and library systems. The LCPL system is ranked as one of the top in the nation by the Hennen American Public Library Rating (HAPLR) index, and was named a STAR Library by Library Journal. More information about the County is available at <https://www.loudoun.gov/>.

LCPL is a system of ten (10) branches and a mobile Outreach Services unit. The system currently serves a County population of approximately 400,000, 244,000 of which are active library card holders. In FY2019, LCPL took in \$250,751 in overdue fines, lost/damaged item fees, Interlibrary Loan fees, printing fees, and costs for goods and services in the branches (such as passport acceptance fees and Makerspace-produced products). Fees related to circulation activities are managed by CARL-X, LCPL's ILS developed by The Library Corporation (Note: overdue fines are no longer collected). Currently, cash and check payments are accepted through the staff CARL-X interface at branch service desks and credit card payments are accepted online through the customers' public access catalog accounts; credit cards are not currently accepted as payment at branch service desks. More information about LCPL is available at <https://library.loudoun.gov>.

The library branches and their approximate square footage are as follows:

Ashburn Library	23,400 sq/ft
Brambleton Library	40,000 sq/f
Cascades Library	30,000 sq/ft
Gum Spring Library	40,000 sq/ft
Law Library	N/A
Lovettsville Library	4,600 sq/ft
Middleburg Library	4,540 sq/ft
Purcellville Library	15,500 sq/ft
Rust Library	42,000 sq/ft
Sterling Library	14,500 sq/ft

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

4. 1 Offerors must demonstrate they have been in business providing similar services for at least the last three (3) years. Offerors shall submit proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.
4. 2 Offerors shall demonstrate experience in providing the System and services being requested to a minimum of three (3) organizations with similar size and scope to that of the County government, as described herein for a minimum one (1) year. Offerors shall include with their proposal a page labeled as such with the number of localities currently running production versions of the System, specifying the numbers that are self-hosted and vendor-hosted solutions. Offerors shall also include a list of all comparable contracts, including software elements in use, number of years in use, and

pertinent statistics such as number of accounts, etc. The list shall include company name, person to contact, address and telephone number, description of work performed, and the total value of the contract. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

5.0 SCOPE OF SERVICES

It is mandatory that the System meet the Payment Card Industry (PCI) Data Security (DSS) Standards. PCI-DSS standards can be located at the PCI Security Standards Council website, <https://www.pcisecuritystandards.org>.

The System requirements contained herein represent the County’s preferences, they are not intended to be restrictive. The System requirements are intended to serve as guidelines to features required for satisfactory performance. Firms whose experience and/or systems is similar in function and operation, but do not completely coincide with the County’s requirements may still respond, however, Offerors shall state all exceptions and explanations below each requirement.

5.1 Mandatory System Requirement

The System shall meet the Payment Card Industry (PCI) Data Security (DSS) Standards. The Contractor shall provide their most recent Attestation of Compliance (AoC) as validation of PCI-DSS Compliance.

5.2 System Requirements

All proposals must be made on the basis of and either meet or exceed the requirements contained herein.

Refer to Appendix A and indicate System compliance using the responses as indicated below. Clarifying statements may be included.

Base Production Offering (Y)es/(N)o

Yes	The Requirement can be met with Base Product Offering
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No	The Requirement cannot be met with Base Product
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(C)onfiguration, (A)Business Rule Automation, (B)oth, or (N)one

Response	Definition
C	The requirement is met by an out of box support Configuration setting.
A	The requirement is met by an out of box Business Rule Automation.

B The requirement is met by both a Configuration and Business Rule.

N The requirement is no met via Configuration or business rule automation.

Customization (Y)es/(N)o

Yes The Requirement can be met with a customization.

No Requirement will not be met via a customization.

Integration /w 3rd Party Product (Y/N)

Yes The Requirement will be met through a 3rd party product.

No The Requirement will not be met through a 3rd party product.

Future Product Release (Y/N)

Yes The Requirement is not met now but is scheduled for a Future product release. (supply Release information in explanation).

No The Requirement is not scheduled for a future release.

5.3 General Contractor Requirements

5.3.1 The Contractor shall provide a System and Organization Controls (SOC) 2 or equivalent third party audit reports annually at no charge.

5.3.2 The Contractor shall provide internal personnel security policies and procedures available for review by the County as needed.

5.3.3 The Contractor shall provide disaster recovery and business continuity plans available for review by the County as deemed necessary.

5.3.4 The Contractor shall be either ISO/IEC 27001 certified if offering a Cloud solution and or validate compliance with a National Institute of Standards and Technology (NIST) Cybersecurity Framework

5.3.5 The Contractor shall provide representative documentation on the proposed credit card processing solution, specifically detailing how the technology minimizes scope of compliance for the County, and define how responsibilities for compliance will be shared between Contractor and the County. If a Point to Point Encryption (P2PE) solution is being proposed, please provide the associated Product Implementation Manual (PIM) and confirm if the solution is an official

P2PE solution certified by the Payment Card Industry Security Standards Council (PCI-SSC) System.

5.4 Project Manager Requirements

The Contractor shall assign a Contract Project Manager (CPM) with the necessary qualifications to assure the successful performance and completion of the tasks and to ensure the project schedule and milestones are met.

5.5 Project Schedule

This task shall include any management activities required of the Contractor that will result in the successful completion of the design, integration, testing, and acceptance of the proposed solution and related services as defined in this Contract. Project Management includes, but is not limited to:

- A. Project Coordination
- B. Project Meetings
- C. Progress Reports

The CPM shall have full responsibility for identifying the need for organizing, scheduling, and conducting technical and/or management meetings required for the successful completion of the work defined in this RFP and the resultant Contract. At a minimum, one (1) project management (progress) meeting shall be held every two (2) weeks or as otherwise mutually agreed.

The County will designate Functional and Technical Project Managers to work with the CPM. The County's Functional Project Manager ("FPM") will coordinate project tasks assigned to this project. The County's Technical Project Manager ("TPM") will coordinate all technical project tasks assigned to DIT or Library Services.

The CPM shall be responsible for taking all actions necessary to provide consensus building and to obtain design approvals, input, agreements, etc., from all agencies and stakeholders involved in or affected by the implementation of this Project. This task requires close and continuous liaison with DIT and the supporting Departments and/or agencies to assure that the requirements of the Project and the needs of the Department and the appropriate agencies are met in all phases of the project. The list of stakeholders and/or supporting Departments and agencies includes, but is not limited to:

- A. Library Services
- B. DIT

The kick-off meeting shall be held within ten (10) calendar days upon Contract execution. As a result, and within ten (10) calendar days of the kick-off meeting, the CPM must provide the County a detailed Project

Schedule that sets forth the various project phases with definitive starting and completion dates. In addition, the CPM shall be responsible in providing weekly updates for approval by the County.

Contractor shall provide a Project Schedule based on a desired completion date on or before December 2020. This Project Schedule includes, but not be limited to the following:

- A. Software installation;
- B. Hardware installation;
- C. Data migration;
- D. Delivery of documentation;
- E. Training schedules;
- F. Testing and System acceptance. The Contractor shall provide a Project Manager with the necessary expertise and manpower to oversee and perform the tasks involved to ensure successful and timely data migration and implementation of the System.

5.6 Training

The Contractor shall provide the necessary training for system administrators and staff end users. This training must assure that the users will be capable of continued operation of the System and that systems development staff will be capable of maintaining the software and handling the diagnosis of software problems. Appropriate training, knowledge transfer, and system documentation (run books, etc.) shall be provided to ensure IT operations, maintenance, and troubleshooting. The training plans should also include related costs and materials, i. e. Reference Guides, Tutorials, and USB flash drives, etc.

The on-site training is required for the following:

- A. Ten (10) system administrators
- B. Fifty (50) staff end users
- C. Two (2) DIT staff (Only if Information Technology support required)

Onsite training will be performed at a location TBD in Leesburg, Virginia.

5.7 Documentation

The Contractor shall provide documentation during the implementation for each component of the System.

5.8 Software Escrow

Prior to Final Acceptance of any system software component, the Contractor agrees to deposit with an agreed upon Escrow Agent a complete Escrow Copy of the final code for any accepted system component. The "Escrow Copy" for purposes of this paragraph will be the source code from which

County's executable copy of the software was created. In addition, from time to time thereafter, the Contractor will deposit with the Escrow Agent updated copies of the Escrow Copy including revisions and improvements so that at all times the Escrow Copy will functionally correspond with the software in use by the County.

5.9 Right to Audit

The County reserves the right to audit the security of the Contractor's technology solutions, at the County's expense.

5.10 Warranties

A. Warranty Provisions

The following requirements are applicable to all maintenance and repair services supplied by the Contractor or respective subcontractors, both under and outside of warranty.

- 1) The Contractor shall warrant that all hardware and software supplied by the Contractor and the integration thereof will be free from defects in material, design, and workmanship for the warranty and maintenance period purchased.
- 2) The Contractor shall provide a minimum one (1) year warranty period from the date of final System acceptance. The Contractor shall warrant that all hardware and software supplied will be free from defects in material, design, and workmanship for the warranty period and any extended warranty or maintenance period purchased. This warranty shall cover all parts, labor, and travel related to all the hardware and software supplied under the Contract.
- 3) The Contractor shall provide a detailed description of the offered warranty and any available extended warranty. This description shall include a description of hardware and software support services and system upgrades to be provided. Names, addresses, telephone numbers, and contact person for all service facilities shall be identified in the proposal. During the warranty period, the Contractor shall provide support services 24-hours a day, 7-days a week (24/7). This service shall be available any hour of the day via a toll-free dial-up number. The Contractor or its subcontractors shall have the ability to access the New System remotely for troubleshooting and to perform system diagnostics.
- 4) For all critical system problems, major system failures or critical priority software errors reported, the Contractor shall provide an immediate response to the incident, and shall initiate corrective action no longer than thirty (30) minutes from time of notification. Within two (2) hours of any critical system problem,

major system failure or critical priority software error, Contractor personnel shall be either on-site or logged into the New System to analyze the cause of the problem and to effect corrective action. Equipment or components required on-site for emergency maintenance shall be specified and provided.

- 5) Any hardware procured for this New System through the Contractor will require hardware support in the same manner as the software support described in this section.
- 6) In all instances of a critical system problem, major system failure or critical priority software error, whether hardware or software related, the Contractor, and/or the provided network support partner, shall provide corrective action within four (4) hours of problem reporting or escalate the problem to their senior support staff for their immediate resolution at no added cost to the County.
- 7) The Contractor shall provide documentation of repair escalation policies and procedures to be followed if either a hardware or software problem is not responded to or resolved within the timeframes referenced above. The Contractor shall provide the names and contact information for managers and senior level managers listed in the escalation procedure.
- 8) The Contractor shall warrant that all hardware and software supplied under the contract will be operational and available 99.999 percent of the time during the warranty period or the warranty period will be extended on a day-for-day basis for each day the New System performance falls below this level.
- 9) The Contractor shall provide a detailed statement of warranty exclusions. The County reserves the right to reject any proposal based upon stated exclusion of warranties.
- 10) The County reserves the right to accept or reject any and all proposed services, vendors, or providers, and/or the use of any proposed service facilities, at the sole discretion of the County.

5.11 General Maintenance Provisions

The following requirements are applicable to all maintenance and repair services supplied by the Contractor or respective subcontractors, both under and outside of warranty.

- A. The Contractor shall provide a five-year (5) system maintenance plan to commence at the expiration of the warranty or, if purchased, after the extended warranty period. This maintenance plan shall cover all labor and travel related to all the software supplied under the Contract, and provide financial rebates to the County if the terms of the Maintenance Agreement are not met.

- B. During the maintenance plan period, the Contractor shall provide support services eight (8)-hours a day, five (5)-days a week. This service shall be available any hour of the day via a toll-free dial-up number. The Contractor shall have the ability to remotely access the New System via system access methodology, supplied with the system, to troubleshoot and perform system diagnostics.
- C. For all critical system problems reported, the Contractor shall provide an immediate response, and shall initiate corrective action no longer than thirty (30) minutes from time of notification. Within two (2) hours of any major failure reported, if the problem has not been corrected, Contractor personnel shall be on-site or logged into the system to analyze the cause of the problem and to effect corrective action.
- D. In all instances of a major system failure, whether hardware (if Contractor provided) or software related, the Contractor shall effect corrective action within four (4) hours of problem reporting or escalate the problem to the next higher tier of support for immediate resolution at no added cost to the County.
- E. The Contractor shall provide all labor, equipment, materials, and expenses necessary to ensure that the System is in good operating condition for any period covered under the maintenance agreement. All services provided shall be in conformance with the software vendor specifications. The Contractor shall provide software and other materials and expenses necessary to maintain the application software system in good operating condition, including upgrades, as part of the price for maintenance for those years in which the County has purchased maintenance from the Contractor.
- F. Operating software updates for corrections, enhancements, and refinements to purchased capabilities shall be provided by the Contractor as part of the price for maintenance for those years in which the County has purchased maintenance from the Contractor.
- G. The Contractor shall warrant that all software supplied under the Contract will be operational and available 99.999 percent of the time during the maintenance period or the maintenance period will be extended on a day-for-day basis for each day the New System performance falls below this level.
- H. There shall be no system downtime for routine maintenance or system backups. The Contractor shall provide a detailed explanation of any required (scheduled) system processes that may require downtime.
- I. The cost of the maintenance plan shall be itemized on the cost sheets. The County may purchase one (1) or more additional years of support and maintenance, and other specified ongoing services, on a year-by-year basis, or purchase a multi-year support agreement.

- J. The County reserves the right to accept or reject any and all proposed services, contractors or providers, and/or the use of any proposed service facilities, at the sole discretion of the County.

5.12 System Warranty and On-going Maintenance Support

The first (1st) year of maintenance will be deemed "System Warranty" and shall be provided at no charge to the County.

- A. The Contractor shall provide a fixed cost for maintenance fees for years two (2) through five (5) as provided in the pricing proposal herein. In addition, the Contractor shall provide a fixed percentage for increases for years thereafter but in no case shall any increase in any given year exceed five percent (5%) from the previous year's maintenance fees.
- B. It is required that any selected Contractor maintain compliance with all state and federal mandates, updates, and modifications related to the New System as part of the support they provide.

5.13 Help Desk Support

The Contractor shall provide system support (help desk operations) with dedicated staffing during normal business hours as contained herein. Helpdesk support hours will be offered in line with Industry standards of like system/solution being offered. It is desired these hours, at a minimum, cover LCPL hours of operation and include County observed holidays.

Monday – Saturday 8:00 AM – 9:00 PM

Sunday 12:00 PM – 5:00 PM

6.0 **TERMS AND CONDITIONS**

The Agreement for Service ("Contract" or "Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace, and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and nonnegotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Administrator. The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator acting within their authority for

the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

6.2 Term

The term of this Contract shall be for a period of five (5) year after system implementation. The Contract may renewed on an annual basis at the expiration of its term, unless terminated by either party by providing at least ninety (90) days notification of termination or otherwise terminated in accordance with this Agreement.

Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be negotiated and agreed to by the parties.

6.3 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

6.4 Non-Visual Access to Technology

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any state agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- (i) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (iii) Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) The Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

6.5 Section 508 Compliance

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

6.6 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement through implementation as well as life of the Agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement, Project Team and Project sponsor. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

6.7 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet ("MSDS") when received. This MSDS will be reviewed by the County and, if approved, the materials, product, or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

6.8 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing ("BPOL") Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.9 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.10 Insurance

A. The Contractor shall be 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.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability 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.

2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents 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. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
 2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis
 3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (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 will result in suspension of all payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:

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 limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no

later than the beginning of the Contractor's work under this Contract, or

- b. 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.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
 - a. 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.
 - b. European markets including those based in London, and the domestic surplus lines market 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's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A

Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.11 Hold Harmless

A. Contractor shall, at its own cost, defend and hold harmless any claim or suit brought against the County on the issue that the software infringes a United States copyright, patent, trademark, trade secret, or other intellectual property right of a third party provided that the County (i) notifies Contractor promptly in writing of any such claim or suit; (ii) gives Contractor full information and assistance in settling and/or defending the suit; and (iii) gives Contractor full authority and control of the defense and/or settlement of any such action. Contractor shall not be liable for any costs or expenses incurred (i) by the County without Contractor's prior written authorization; (ii) for any claim based on the use of a combination of the Contractor's software with any other software not provided by Contractor; (iii) for any claim based on the County's modification of the software; (iv) from use of other than the latest available version of the software, provided that the version containing the correction of the infringement has been made available to the County at no charge; or (v) any transaction entered into by the County relating to the software without the Contractor's prior written consent.

If the software becomes subject to a claim of infringement for which the Contractor may become liable, Contractor may at its option (i) obtain the right to continue using the software; or (ii) replace or modify the software to make them non-infringing so long as the replacement or modification meets substantially similar specifications; or (iii) County and Contractor may elect to terminate

the Agreement in the event that Contractor is unable to perform under (i) and (ii) above. All payment obligations of the County shall be suspended until Contractor provides one of the remedies described.

- B. Contractor shall indemnify, defend, and hold harmless the County and its affiliates, against any liability, demands, damages, expenses, and losses for death, personal injury, illness, or property damage arising out of the Contractor's breach of its representations, warranties, or performance, or based on an alleged defect or design error in any element, part, or combination thereof in the software.
- C. In the event Contractor becomes liable to County or any other party for direct or any other damages for any cause whatsoever, then the aggregate liability of the Contractor for all damages, injury and liability incurred will be limited to an amount equal to the Contractor's insurance coverage as required in Section 6.9. However, the foregoing limitation shall not apply to:
 - 1. damages caused by Contractor's gross negligence or intentional acts or omissions;
 - 2. claims for damages for infringement;
- D. The County is prohibited from indemnifying Contractor and/or any other third parties. Notwithstanding the foregoing, the County shall be responsible for the actions and/or omissions of its board members, officers, employees and agents during their use of the software, including the negligent use, misuse or reproduction of Software. Further, the County expressly waives any and all actions against Contractor for claims resulting from the negligent acts or omissions of the County, its board members, officers, employees and agents. Provided, however, this waiver shall not be deemed to be a waiver of the County's sovereign immunity or defense thereof.

6.12 Safety

All Contractors and subcontractors performing services for the County of Loudoun 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. Also, all Contractors 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 this Contract.

6.13 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act ("ADA") for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, the County may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.14 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.15 Employment Discrimination by Contractors Prohibited *

Every Contract of over \$10,000 shall include the following provisions:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.16 Drug-free Workplace *

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.17 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.18 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.19 Substitutions

NO substitutions, additions, or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of

Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed and may be approved by the County at its sole discretion.

6.20 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.21 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.22 Ordering, Invoicing, and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit invoices at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of Information Technology
P.O. Box 7300
Leesburg, VA 70177-7300

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.23 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.24 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of

the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.25 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.26 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.27 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.28 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.29 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to 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 CONTRACTOR:

TBD

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: Sandra A. Lineberry
United States Mail
P.O. Box 7000
Leesburg, VA 20177
Physical Address
1 Harrison St, SE 4th Floor
Leesburg, VA 20175

6.30 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or the County of Loudoun, the Contractor

shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.31 Authority to Transact Business in Virginia *

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 herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.32 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

6.33. Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.34 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific

to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages, or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

6.35 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.36 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful Offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The Offerors submitting proposals shall include with that proposal statements on the following:

- A. Ability to meet or exceed all of the System requirements contained in Section 5.0. Any deviation in the requirements shall be clearly defined. (35 points)
- B. Adequacy and availability of professional level staffing. (15 points)
- C. Credentials and related experience. (15 points)
- D. Compliance with Contract Terms and Conditions. Any deviation in the requirements shall be clearly defined. (5 points)
- E. Cost of services. (20 points)

F. System Demonstration (10 points)

(Note: The above points will be allocated to shortlisted firms only as indicated below.)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. Once the proposals have been ranked, the top firms may be invited for system demonstrations and further discussions.

Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

8.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

- A. Minimum qualifications stated in Section 4.0.
- B. Offeror's ability to meet or exceed all requirements stated in Section 5.0 and any deviations from specified software requirements and any equivalent capabilities. Each category under Appendix A shall be submitted under a separate Tab as shown under the Table of Contents (e.g. A – Functional Requirements).
- C. Description of offeror's experience related to the implementation of a Point of Sales (POS) and Print Management System.
- D. Company profile that shows the ability, capacity, and skill of the Offeror, its staff, and its employees to perform the service required within the specified time. Identification of key personnel who will work on the project, resumes, including qualifications, education, and experience with emphasis on experience with the proposed System. Include a brief statement about the recent experience of personnel from your firm who will be actively engaged in the proposed effort. Also include in this section a description of any mergers, acquisitions, or reorganizations in which their company has been involved in the last five (5) years and the current and projected outcomes of the process.
- E. Identification of key personnel who will work on the project, resumes, including qualifications, education and experience with emphasis on experience with the proposed System. Include a brief statement about the recent experience of personnel from your firm who will be actively engaged in the proposed effort.

- F. A preliminary Project Schedule as provided in Section 5.5.
- G. Identify any contemplated subcontractors, their qualifications, education and experience in working with the proposed System.
- H. Include an outline of available training options. The training plans should also include related costs and materials, i.e., Reference Guides, Tutorials and Related CDs, etc., based on the County's training requirements stated in Section 5.4.
- I. Standard System documentation as stated in Section 5.7.
- J. Offerors shall provide hardware and software configuration(s) as stated in Section 5.11.
- K. The proposal shall include offeror's applicable System's Agreements such as License, Software-as-a Service (SaaS), and Maintenance Agreements. In addition, the proposal shall include the offeror's Escrow Agreement.
- L. A system design flow chart which shows the flow of information into, through, and out of the system.
- M. Offerors shall describe system warranty period and coverage.
- N. Payment Schedule, based on actual deliverables and/or tasks performed. Payment upon contract signing is not acceptable.
- O. Full itemized pricing information shall be provided including:
 - 1. Fourteen (14) Payment Centers to be delivered to ten (10) locations, to include applicable licenses and software.
 - 2. Print Management licenses, software & hardware for up the same ten (10) locations as stated above. Twelve (12) print release stations for the same ten (10) locations as stated above.
 - 4. Pricing for 400 user licenses.
 - 5. Training.
 - 6. Interface with CarlX the library Integrated Library System offered by TLC.
 - 7. Installation and other related services charges, including travel expenses.
 - 8. Five (5) years maintenance cost, first year at no charge.
 - 9. Term Pricing philosophy: describing 1st year pricing at fixed fees, including all hardware, software and services, and pricing for renewal terms.

- P. Description of system warranty period and coverage.
- Q. A list of Third Party products which integrate with the System.
- R. A copy of the company's Product Roadmap, i.e., the company's plan for short-term and long-term goals associated with this specific technology.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on July 27, 2020. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be submitted via US Mail to PO Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to 1 Harrison Street, S.E., 1st Floor, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted. (Please note: Offerors choosing to submit proposals via US Mail should allow *at least* an additional twenty-four (24) hours in the delivery process for internal County mailroom distribution).

PLEASE NOTE: Due to the current pandemic, packages are no longer being accepted in the Procurement office. As such, all proposals must be submitted prior to 4:00 p.m. in the drop box labeled for the Department of Finance and Budget in the lobby (1st Floor) at the address noted above. Additionally, due to social distancing requirements, offerors should anticipate a delay in getting access to the drop box. As such, it is highly recommended that offerors allocate additional time to ensure timely submission of their proposal. It is the offerors responsibility to ensure that his/her proposal is submitted in the correct location prior to the acceptance date/time.

H. Each offeror shall submit one (1) original and six (6) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least *by 12:00 p.m., July 16, 2020*. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.4 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

9.5 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

9.6 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.7 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.8 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.9 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.10 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.11 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors 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. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

9.12 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

9.13 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

9.14 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.15 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.16 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.17 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

9.18 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Budget.

9.19 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

9.20 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by

the State Corporation Commission. Any 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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

9.21 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

9.22 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.23 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

9.24 Legal Action

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.

9.25 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



Loudoun County, Virginia

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

LIBRARY SERVICES POINT OF SALE SYSTEM

10. PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 251782 for the price as stated in the price proposal.

Total Cost of System including Year 1 Maintenance (after System Implementation):	\$ _____
Year 2 Maintenance	\$ _____
Year 3 Maintenance	\$ _____
Year 4 Maintenance	\$ _____
Year 5 Maintenance	\$ _____
Software Escrow for Year 1	\$ _____

(If escrow fee increases after first year, Offerors shall include detailed cost information as part of their cost proposal as required under Section 8.0.)

TOTAL COST \$ **\$** _____

A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form:	_____
2. Certificate of Insurance:	_____
3. Addenda, if any (Informality):	_____



Loudoun County, Virginia

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

LIBRARY SERVICES POINT OF SALE SYSTEM

10. PROPOSAL SUBMISSION FORMS

- B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms:	_____ net 30 or _____ Other
_____ Days ARO	
3. Proof of Authority to Transact Business in Virginia Form:	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (9.9): _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



Loudoun County, Virginia

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

***THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE
THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL***

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeree organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeree 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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeree described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A. _____ Bidder/offeree is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeree is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeree does not have an Identification Number issued to it by the SCC and such bidder/offeree is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeree is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeree

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 251782

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

RFQ 251782

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

Please return completed form to: Patty Cogle • Procurement •

PO Box 7000 • Leesburg, VA 20177

LIBRARY SERVICES POINT OF SALE AND PRINT MANAGEMENT SYSTEM

RFP RFQ 251782

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RIDER CLAUSE



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOCG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>