

IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

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

<https://fairfaxcounty.bonfirehub.com>

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

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

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

The County uses eVA - Virginia's online, electronic procurement system, to publicly announce notice of all contract awards in excess of \$200,000. In order to announce county contract awards, registration with eVA is necessary. In anticipation of receiving an award, vendors should register by clicking the *Register Now* link on the eVA website homepage (www.eVA.virginia.gov).

SPECIAL PROVISIONS**1. SCOPE OF SERVICES:**

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish one or more contracts through competitive negotiation for **HVAC and Plumbing Maintenance and Repairs**.
- 1.2. The work shall include furnishing all service and equipment on as needed basis for various facilities that are owned/operated by the County of Fairfax. **Work will not include complete equipment, capital renewal, or equipment replacement.**
- 1.3. Work may include preventive, predictive, corrective maintenance and repairs of heating, ventilation, and air conditioning (HVAC) and plumbing related equipment and/or associated equipment components, including but not limited to boilers, chillers, pumps, piping, air handling units, roof top units, cooling towers, ductwork, variable air volume (VAV) boxes, valves, duct work, water heaters, coolers, compressors, condensers, dehumidification, outdoor air systems, valves, grinders, permits, and other industry related appurtenances and/or trades.
- 1.4. Fairfax County anticipates awarding multiple contracts from this solicitation. There may be times when certain services require a detailed scope of work (SOW) established by the end-using department, those requirements will be provided to one (1) or more awarded vendors to request pricing. An award for the specific work will be given to the Contractor who has the lowest price and/or is in the best interest of the County.

2. CONTACT FOR CONTRACTUAL MATTERS:

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

Cynthia Parker, Contract Specialist II
Department of Procurement and Material Management
Email: Cynthia.Parker@fairfaxcounty.gov
- 2.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 18.3).

3. CONTRACT PERIOD AND RENEWAL:

- 3.1. This contract shall be for a period of three (3) years from the Date of Award. The County reserves the right to renew the contract for two (2) additional one-year renewal options, if agreeable to all parties.
- 3.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Department of Procurement and Material Management (DPMM).
- 3.3. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. BACKGROUND:

- 4.1. The Facilities Management Department (FMD) provides operation and maintenance for over 250 County Government facilities for their mechanical and plumbing systems.

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- 4.2. The current contract documents, pricing, and all amendments can be viewed from our contract register at www.fairfaxcounty.gov/contracts by entering 4400008965 or 4400008966 in the contract number field.

5. STATEMENT OF NEEDS:

Qualified offerors are encouraged to submit a proposal detailing how the offeror will meet the following requirements.

- 5.1. **Operational Requirement:** The Contractor must ensure that supplies, materials, and replacement equipment critical to maintaining operational continuity are available to meet the required response time specified in this contract. Describe how you will ensure the availability of supplies, materials, and replacement equipment within the required response time. Detail the methods, infrastructure, or processes you will use to meet this performance requirement.
- 5.2. In order to maintain operable facilities 24 hours a day, 7 days a week, 365 days a year, offerors must demonstrate ability to meet service requirements, emergency staffing requirements, and minimum response times. Describe your company's after-hours/emergency response capabilities and process'. Provide a contact person's name and telephone number for normal working hours, 7:30 a.m. - 5:00 p.m., Monday through Friday. Answering machines are unacceptable as a point of contact. Provide a contact person's name and telephone number for twenty-four (24) hour emergencies. The Contractor shall respond with appropriate licensed technicians on-site to requests for emergency calls within two (2) hours after notification to make directed repairs. For the purposes of this proposal and resulting contract, an emergency is defined as any condition(s) which is a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential service(s) as determined by the County Project Manager or his authorized designee(s), and also applies in the event of a natural disaster or other catastrophic event when the County Executive has declared a "State of Emergency".
- 5.3. All work to have an emphasis on energy, sustainability, and zero waste. Awarded Contractors will be required to report in writing with manufacturer validation potential and realized opportunities for energy savings and sustainability. Awarded Contractors are required to provide a comprehensive bi-weekly zero waste report with applicable receipts for all work initiated or completed for the prior two weeks, through contract initiation and completion. Provide five (5) complete report documents from work / task of similar nature and scope completed within the past 3 years.
- 5.4. Describe your company's ability to meet the standard recommended scheduled preventive maintenance while responding to multiple corrective or emergency maintenance actions of varying complexity at any given time.
- 5.5. Work to include specialized HVAC and plumbing systems and/or subsystems and/or components for Negative Pressure rooms, isolation rooms, evidence storage, Level II BSL lab, police forensic labs, health department and fire department pharmacy, medical suites, etc. Describe your company's experience working in these spaces to include participation in the certification and recertification processes.
- 5.6. Contractors staff will be required to coordinate work with Fairfax County staff, Building Occupants and other Contractors. Provide your company's process' typically used to coordinate with agencies you have worked with.
- 5.7. Contractor shall provide a Quality Control Plan detailing how they will ensure standard recommended maintenance on equipment throughout the life of the contract.
- 5.8. Contractor shall provide a Company Safety Plan detailing how they will ensure compliance with federal, state, and local safety regulations, including but not limited to the standards of Occupational Safety and Health Administration of the Department of Labor (OSHA), Virginia Occupational Safety and Health Program (VOSH) of the Department of Labor and Industry (DOLI), the Federal Environmental Protection Agency (EPA) standards, and the Virginia Department of Environmental Quality (DEQ).

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6. TECHNICAL SCOPE OF WORK/CONTRACTOR REQUIREMENTS:

Contractor's awarded a contract shall perform the following work as outlined in the Building and Equipment Inventory, Attachment C (subject to change, any updates will be provided after an award):

- 6.1. The Contractor will be solely responsible for ensuring compliance with Virginia and County safety, building, and fire codes as it relates to their work.
- 6.2. The Contractor shall furnish all necessary labor, materials, transportation, tools, and consumable supplies (i.e. filters, belts, lubricants, etc.) as may be required to provide a comprehensive preventive maintenance service on all HVAC and Plumbing equipment listed in the Building and Equipment Inventory, Attachment C.
- 6.3. In the event of the need for corrective, or emergency on-call service the Contractor shall furnish all necessary labor, materials, transportation, tools, and consumable supplies (i.e. filters, belts, lubricants, etc.) on a time and materials cost basis for all HVAC and Plumbing equipment listed in the Building and Equipment Inventory, Attachment C. As part of the corrective work, the Contractor shall provide start-up and warranty documentation of any applicable components on an as-needed basis.
- 6.4. All materials and components shall be new, unless approved in writing by County Project Manager or their designee, and bear the UL listed approval for its installed application.
- 6.5. Preventive Maintenance:
 - a. All adjustments and services, per manufacturer's maintenance recommendations, to maintain proper and energy efficient operation of all systems and equipment listed and covered by this contract.
 - b. Provide and install all parts and supplies necessary to perform preventive maintenance on equipment listed and covered by this contract.
 - c. All call-backs for system malfunctions (no cooling or heating) caused by Contractor's failure to provide maintenance in accordance with the contract requirements and manufacturer's recommendation, shall be performed by the Contractor at no additional cost to the County. In the event of Contractor's failure to correct system malfunctions in a timely manner, the County reserves the right to hire another Contractor, or other supplemental means of resolution, at the Contractors expense.
 - d. Within sixty (60) calendar days of contract award, Contractor shall provide to the County the proposed maintenance plan for 1 full calendar year (12 months). Maintenance plan should include but is not limited to, per building and equipment listed, a maintenance schedule (including required service frequency), manufacturers maintenance actions for the service scheduled utilizing the provided form on Attachment C.
 - e. Any services requiring the equipment to be shut off for more than two (2) hours shall require a minimum of five (5) business days' notice with a submitted Method of Procedure Plan (MOP) to the Project Manager, or their designee for their review and approval or rejection.
 - f. Detailed electronic reports shall be provided to the County within fourteen (14) days of each service provided. Reports shall include the following information:
 - i. Building, Building Address and equipment identification (equipment type, asset tag, manufacturer, model number, and serial number).
 - ii. Description of the work performed as part of preventive maintenance plan.
 - a. Date service performed
 - b. Technician (s) performing the work
 - c. Recorded readings, observations, etc.
 - d. A statement as to the current operating status and condition of the equipment.
 - e. Specific recommendations for any recommended repairs and/or replacement to ensure safety and achieve proper and energy efficient operations.
 - f. Forecast of future maintenance needs.
 - iii. Cost estimate for each task to accomplish the work recommended in 6.5, F, using contract time and material costs.

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- 6.6. Other or Additional Work:
- a. Other or additional work is defined as work to be performed outside regular preventive maintenance and shall be based on the Contract Labor rates, material costs, and other contract approved costs.
 - b. For other or additional work the County will issue work orders to the Contractor. All time and material work orders will require the County's issued work order number.
 - c. The Contractor shall submit a cost estimate for other or additional work whose cost will exceed \$1,000.00. Cost estimates should include all inspections, testing, permits, labor, materials, and installation as required to provide a turn-key application. Cost estimates should indicate the cost for the work, permits, associated labor, necessary materials, and other contract approved costs each as a separate line item.
- 6.7. Emergency/On-Call Work:
- a. Emergency/On-Call Work is defined as any work the County has deemed "Emergency". In the event of work deemed an "Emergency" by the Project Manager, or their designee, the Contractor shall arrive onsite with all staff, tools, equipment, and resources necessary to perform repairs within two (2) hours of notification.
 - b. In the event the Contractor is unable or fails to arrive within the required timeframe, the County reserves the right to retain other Contractors to perform the service.
- 6.8. System Downtime: Notification must be given anytime a system is taken offline. In the case where repairs are necessary the Contractor shall ensure that repairs are expedited to minimize downtime. When a system is to be taken out of service, how and when the system is to be taken out of service and put back into service shall be scheduled in writing, in advance (minimum of 2 weeks) with the Facilities Management Department Project Manager.
- 6.9. The selected Contractor shall use the County approved Computerized Maintenance Management System (CMMS) accessible to the Offeror' personnel and Fairfax County FMD staff for document administration.
- a. CMMS shall provide for acceptable provision, administration, and management of the following: workorder assignment, reporting such as detailed status and work performed as well as next step updates, supplies and materials used, manpower (labor) used, sustainability and zero waste documentation, inspection reports, and invoicing, reports of all service calls, reports or major and minor safety problems encountered or any equipment not operating as designed, documenting repairs and maintenance, etc. It is the responsibility of the Contractor to ensure that all maintenance and repairs information is accurately, timely and correctly loaded into the CMMS. All maintenance and repair records as well as reports and documents will remain as the County's property.
 - b. All Contractor techs and labor assigned to this contract shall utilize the Fairfax County provided CMMS system as a live, day-to-day, hour-to-hour, management system for receipt of workorders, assignment of workorders, workorder progress updates, workorder closeout, etc. The Contractor shall immediately notify the Fairfax County FMD Project Manager when an employee that is assigned CMMS rights/access leaves their employment.
 - c. The Contractor shall ensure that they and their employees do not share CMMS login or passwords. Any such violation will be cause for termination of this contract.
 - d. The Contractor is responsible for entry of accurate, timely, appropriate, and professional information and documentation into the CMMS. Failure to maintain accurate, timely, appropriate, and professional information will be cause for termination of this contract.
- 6.10. For each work order or task the Contractor shall provide Fairfax County Facilities Management Department with a work report of equipment that was serviced during the technician's visit detailing all work performed, condition of the equipment serviced, materials used, and all deficiencies as well as any open tasks with timelines for completion.

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7. FAIRFAX COUNTY CONSTRUCTION SAFETY RESOLUTION:

- 7.1. The Contractor shall comply with the resolution adopted by the Fairfax County Board of Supervisors on December 8, 2003, as amended, please see Attachment D.

8. PREVAILING WAGE FOR COUNTY CONSTRUCTION CONTRACTS:

- 8.1. Effective July 1, 2022, payment of Prevailing Wages shall conform to the Fairfax County Code Chapter 2, Article 3, Payment of Prevailing Wage for Work Performed on County Construction Contracts, Sections 2-3-1 and 2-3-2. The prevailing wage requirement applies for county construction contracts, including maintenance, that are \$250,000 or more in value. The Fairfax County link is: <https://www.fairfaxcounty.gov/topics/prevailing-wage-ordinance>.

9. STATE REGISTRATION OF CONTRACTOR:

- 9.1. This contract requires a Virginia Class A Contractor license. The Code of Virginia does not allow an unlicensed contractor to submit a proposal where the resultant contract requires a license. Offerors shall include a copy of their Contractor's License with their proposal.

10. TECHNICAL PROPOSAL INSTRUCTIONS:

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

10.1. Section 1 – Introduction:

- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
- b. Provide a copy of your Virginia Class A Contractor License.

10.2. Section 2 – Statement of Qualifications:

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
 - i. Offerors (Firm/Contractor/business) are required to have a minimum of ten (10) years' experience as a prime commercial Class A Mechanical and Plumbing service Contractor. Years of experience must be comparable to work that is similar in size and scope to the services described in this RFP. Include your firm's past performance and provide information on relevant experience for facilities such as libraries, fire stations, government centers, data centers, human services centers, police facilities, LEED systems, judicial facilities, detention centers, negative pressure rooms, BSLII labs, mid-rise & high-rise critical facilities and infrastructure.
 - ii. Fairfax County work will require administrative and technical management. Contractors' management personnel, including administrative and lead technicians, must have a minimum of five (5) years' experience providing maintenance and repair services of commercial building Mechanical and Plumbing systems at critical facilities similar in nature and scope to Fairfax County Facilities Management Department building portfolio. Provide names, resumes and work experience of all management individuals associated with your company.
 - iii. Offerors are required to have been in business a minimum of ten (10) years in the commercial HVAC & Plumbing field. Offerors shall possess a thorough knowledge of the proper maintenance and repair on the systems, including but not limited to, brands listed within the Building and Equipment Inventory, Attachment B.

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- b. References: Special notation must be made of at least two similar in scope and complexity term contracts of equal scope and magnitude for which they were the awarded vendor. The referenced contract shall have been performed in the Washington D.C. metro area (Baltimore, MD to Richmond, VA) within the past five (5) years. Provide the name of the contracting organization, addresses, names of contact people, email address, and telephone numbers for each reference, as well as the nature of work performed.
- i. Provide contracts completed within the last five (5) years or currently in progress. Do not leave out any relevant experience. Fairfax County reserves the right to check references other than those submitted. The following information should be provided on each contract:
- Customer/owner name and location of contract
 - Type of services provided and total value of work done
 - Start date and completion date
 - Name, Title, Address, Phone Number, and e-mail address of the primary customer/owner point of contact (A secondary point-of-contact may also be provided)
 - Names and phone numbers of major subcontractors, if applicable
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.
- i. Resumes of staff and proposed consultants and subcontractors are required to indicate education, background, recent relevant experience with the subject matter described. Resumes must include trades license numbers and type (Journeyman, Master, P.E., PMP, etc.) for at a minimum all mechanics, electricians, foreman and project managers available for this contract (include sub-contractors). Current telephone numbers must be included.
- ii. Offerors are required to have personnel trained, certified, and equipped with the proper diagnostic tools/software to work on the systems, including but not limited to, brands listed within the Building and Equipment Inventory, Attachment B. Provide all such certifications and licenses for each staff member identified in item 10.2.c.i.
- iii. Contractors will be required to provide an up-to-date Contractors Employee List throughout the life of the contract, and upon request of the Fairfax County Project Manager or their designee.
- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
- e. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.
- 10.3. Section 3 – Understanding the Statement of Needs:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the "Statement of Needs" described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers providing the following information below:

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

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- a. Statement and discussion of the requirements as they are analyzed by the offeror.
- b. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the Statement of Needs and achieving project objectives.
- c. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the Statement of Needs.
- d. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.
- e. Offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Statement of Needs" section, and may propose alternative approaches.

11. COST PROPOSAL INSTRUCTIONS:

- 11.1. The offeror must submit their response to the Cost Proposal in Bonfire fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. The following information should be submitted as part of the cost proposal:
 - A. Preventive Maintenance:
 1. Labor Rate for Preventive Maintenance
 2. Pricing for materials
 3. All costs for Preventive Maintenance shall include any parts, tools, equipment, labor, administrative, and overhead costs necessary to perform the work.
 - B. Other or Additional Work:
 1. Labor Rates: Regular, after hours, holidays and weekends.
 2. Pricing for use of Rental Equipment
 3. Pricing for use of Materials
 4. Pricing for use of Subcontractors
 5. Pricing for all other Task and Requirements as outlined herein must be included in the Cost proposal

12. PRICING:

- 12.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days.
- 12.2. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices. The Contractor shall give not less than 60 days advance notice of any price increase to the purchasing office. The Contractor shall fill all orders received prior to the effective date of the price adjustment at the old contract prices. **Should a price increase be granted the prices will remain firm for 365 days.**
- 12.3. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 12.4. Price decreases shall be made in accordance with paragraph 40 of the General Conditions & Instructions to Offerors. (Appendix A)

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13. TRADE SECRETS/PROPRIETARY INFORMATION:

- 13.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 13.2. **The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary.** Disposition of material after award(s) should be stated by the offeror.
- 13.3. Offeror shall complete the Request for Protection of Trade Secrets or Proprietary Information (Attachment A) to identify and protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 13.4. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

14. REQUIRED SUBMITTALS:

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

15. ELECTRONIC SUBMISSION OF PROPOSAL:

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

(Note: it takes an average of 16 minutes to an hour for a response). Therefore, offerors shall take the necessary steps to submit their proposals in advance.
- 15.3. If, at the time of the scheduled proposal closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire system.
- 15.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.
- 15.5. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 15.6. Unnecessarily elaborate brochures of other presentations beyond what is considered sufficient to present a complete and effective proposal is not desired.
- 15.7. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

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- 16.1. Offerors are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within five (5) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.
- 16.2. Notice of addenda will be posted on eVA and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at <https://fairfaxcounty.bonfirehub.com>.
- 16.3. The **last day** to submit questions to be addressed in the addendum will be addressed in **Bonfire under "Questions Due Date"**. All questions pertaining to this RFP shall be submitted in Bonfire or via e-mail to Cynthia.Parker@fairfaxcounty.gov.

17. PROPOSAL ACCEPTANCE PERIOD:

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

18. BASIS FOR AWARD:

- 18.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 18.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 18.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 2.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 18.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 18.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 18.6. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

a.	Qualifications of firm with appropriately qualified and experienced personnel and References (ref. Special Provisions, Item 10.2.)	40 points
b.	Detail response to the Special Provisions, Section 5, STATEMENT OF NEEDS (ref. Special Provisions, Item 10.3.)	45 points
c.	Reasonableness of cost proposal	15 points

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- 18.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 18.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 18.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 18.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 18.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

19. INSURANCE:

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

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- 19.4. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- 19.5. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
- 19.6. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- 19.7. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.
- 19.8. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VII or better.
- 19.9. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- 19.10. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- 19.11. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- 19.12. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 19.13. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all payments until the new certificate is furnished.
- 19.14. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- 19.15. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- 19.16. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 19.17. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

SPECIAL PROVISIONS**20. METHOD OF ORDERING:**

- 20.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 20.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 20.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 20.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 20.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

21. REPORTS AND INVOICING:

- 21.1. The Contractor must maintain all records in compliance with federal and state regulations.
- 21.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
 - a. Contractor's name
 - b. Contract Number
 - c. Purchase Order Number
 - d. The name of the County department
 - e. Date of services
 - f. The type of services; and,
 - g. The itemized cost for each item/service.
 - h. Name and address of building where project/service provided.
- 21.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service.

22. CHANGES:

- 22.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 22.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

23. DELAYS AND SUSPENSIONS:

- 23.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

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- 23.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 23.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

24. ACCESS TO AND INSPECTION OF WORK:

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

25. DATA SOURCES:

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

26. SAFEGUARDS OF INFORMATION:

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

27. ORDER OF PRECEDENCE:

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

28. SUBCONTRACTING:

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

29. USE OF CONTRACT BY OTHER PUBLIC BODIES:

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

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terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

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

30. NEWS RELEASE BY VENDORS:

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

31. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

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

32. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

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

33. PERMITS AND LICENSES:

- 33.1. The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. The Contractor shall give all necessary notices, obtain all required permits, special inspections, and pay all Government taxes, fees, and other costs, including costs for water, gas connections, and meters. The Contractor will prepare all necessary documents and obtain required certificates of inspection for work and deliver them to the County before request for acceptance and final payment for work. Hot work welding permit is required when any welding, soldering, or brazing with an open flame is performed on site. All permits including but not limited to trade permits must be posted on-site and a copy provided to the FMD Project Manager prior to the commencement of work. The cost of all required permits, licenses, and inspections will be reimbursed by the County for the actual cost of the permit(s). The Contractor is similarly responsible for all damages to persons or property that occurs as a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction previously accepted.

34. SERVICE RECORD:

- 34.1. A log will be maintained of all services performed. The log will be available for the Owner's review and will become the property of the Owner at the end of the contract period. All work performed under this contract

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shall be supported by a daily job ticket prepared by the Contractor. Job tickets shall be on the Contractor's format as approved by the Purchasing Agent.

- 34.2. Each job ticket shall reflect the daily job site activity to include time of arrival and departure, the number, by name and craft, of the craftsmen on the job, and any equipment to include rental equipment, at the job site. Job tickets shall include type and amount of materials used per day. The job ticket shall be authenticated daily by a County employee, at the job site, and a copy provided to the authenticating employee. Rental equipment shall be documented with charge tickets from the rental company.
- 34.3. A Refrigerant Status Report shall be executed every time refrigerant is added to or removed from a piece of County equipment. This shall comply with EPA guidelines in form and content. Refrigerant Status Reports shall be triplicate copies; one copy will be given to the FMD Project Manager, one copy left on the job site in close proximity to the serviced equipment, and a copy retained by the Contractor.

35. POWER OF CONTRACTOR TO ACT IN EMERGENCY:

- 35.1. In case of an emergency that threatens loss or injury of property and/ or safety of life, the Contractor is permitted to act without previous instructions from the Project Manager as deemed appropriate. The Contractor must notify the Project Manager immediately after of any actions taken.
- 35.2. Any compensation claimed by the Contractor due to such extra work shall be submitted to the Project Manager for approval.

36. REPORTING TO WORK:

- 36.1. The Contractor shall insure that their representatives are capable of clear and concise communication with County employees in the English language.
- 36.2. Contractor's employees/representatives will be required to wear a company uniform at all times or another highly visible form of identification, while work is performed on County property. Contractor employees/representatives who arrive at the County facility without appropriate uniform or ID may be dismissed from the job site.
- 36.3. When entering any Fire Station each Contractor staff must sign-in at the stations command center in the provided log book. Before exiting the station, each staff member must sign-out in the same log book.
- 36.4. Various County buildings and programs have sign-in and sign-out requirements that the Contractor and their employees will be responsible for meeting. These requirements will be provided to the Contractor on a building-to-building basis.
- 36.5. The County reserves the right to deny access to County-owned and County-operated facilities to any individual. The Contractor shall provide the names of all Contractor personnel prior to commencing work.

37. IDENTIFICATION, SECURITY, AND BACKGROUND CHECK:

- 37.1. Due to enhanced security measures, Contractor employees, representatives and sub- contractors are required to always display Fairfax County Contractor identification badges above the waist at all times while on the job site, supplied by the County. Contractor employees, representatives and subcontractors who arrive at the job site without appropriate identification badges will immediately be dismissed from the job site. All supplies, materials and equipment are subject to security inspection.
- 37.2. All Contractor and subcontractor employees must pass to the satisfaction of the Fairfax Security Chief a Fairfax County Criminal History Check at a cost of approximately \$40 per person payable to Castlebranch Inc. Due to enhanced security measures at the Judicial Complex as well as Police and Sheriff facilities all Contractor and subcontractor employees must also pass to the satisfaction of the Fairfax Sheriff and or Police Department a Fairfax County Sheriff Department and/or Police Department Criminal History Check.
- 37.3. The Contractor shall assume all costs directly and indirectly associated with obtaining the Fairfax County required Criminal History Checks and Fairfax County Contractor identification badges. Failure to obtain a security badge shall not be a cause for contract or project performance time extension.

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- 37.4. Sufficient keys and or prox cards required to perform services shall be supplied by Fairfax County to the Contractor. The Contractor shall be responsible for the replacement cost of lost keys and/or prox cards. If Fairfax County determines that keys lost by the Contractor or its employees could compromise County security, the Contractor shall be responsible for paying all costs associated with re-keying designated locations. Additional requirements may be added by the Facilities Management Department.
- 37.5. The Contractor shall immediately return to the FMD Project Manager badges, prox cards and keys issued to any contractor and/or subcontractor staff members not actively performing maintenance at Fairfax County facilities.

38. INCOMPETENT OR DISORDERLY EMPLOYEES:

- 38.1. Contractor staff shall appear to be competent and act in an orderly manner. Staff appearing incompetent or disorderly shall be removed immediately upon project manager request. Staff removed for such reasons shall not again be re-employed (on subject project) unless County staff grants written exception.
- 38.2. Alcoholic beverages and illegal drugs are prohibited on the job site. Possession of alcoholic beverages or illegal drugs, on the job site by a Contractor's employee, will result in immediate removal of the individual from the site. Any individual removed from the job site, pursuant to this section, may not return to any County or School job site without the written consent of County staff.

39. PROTECTION OF WORK AND PROPERTY:

- 39.1. The Contractor shall protect the County's property from injury or losses in connection with this contract at all times. The Contractor's own work and that of adjacent property (as provided by law and the contract documents) from damage shall be guarded. The Contractor shall replace or make good any such damage, loss or injury unless caused directly by errors contained in the contract documents or by the County or by his/her duly authorized representatives. All passageways, guard fences, lights and other facilities required for protection by local authorities or local conditions must be provided and maintained.

40. CLEANING UP:

- 40.1. The Contractor shall keep the premises and adjacent areas free from accumulations of waste material or rubbish at all times. At the completion of the work, all rubbish, tools, used for work and surplus materials shall be removed from and about the premises and adjacent areas, and the area shall be "broom cleaned" and ready for use. In case of a dispute, Fairfax County may remove rubbish or otherwise clean up, and may charge the Contractor either by deduction from amounts unpaid to the Contractor, or by other means with such cost as the Project Engineer shall determine to be fair and equitable.

41. REJECTION OF INFERIOR MATERIAL:

- 41.1. An inspection and approval of the materials by the County representative shall not in any way subject the County to pay for any portion of the materials, even if said materials, incorporated in the work, turn out to be unfit. Such inspection shall not be considered as any waiver of objection to the work on account of the unsoundness of the material used.

42. USE OF PREMISES:

- 42.1. The Contractor confine the apparatus, storage of materials, and activities of personnel on or about the premises and adjacent areas, in accordance with the law, ordinances, permits and the directions of the County's project manager. The Contractor shall not encumber the premises with such materials or apparatus or adjacent areas. The work site shall be kept in such orderly fashion as will not interfere with the progress of the work or the work of any other Contractor.
- 42.2. The Contractor is responsible for repairing or replacing any work damaged by his/her operations within ten (10) days after notification by the County's Project Manager.
- 42.3. It is the responsibility of the Contractor to report in writing, to the County's Project Manager any damages found prior to any work at the site.

SPECIAL PROVISIONS**43. ALL WORK SUBJECT TO CONTROL OF PROJECT MANAGER:**

43.1. In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the County's Project Manager and shall perform all work to the satisfaction of the County's Project Manager and at such times and places, by such sequence as he may require. The Contractor shall employ no plans, equipment, materials, or persons to which the County's Project Manager objects and shall remove no plans, materials, equipment or other facilities from the site of the work without the County's Project Manager's permission. The County's Project Manager shall confirm in writing, any oral order, direction, requirement or determination.

44. PROJECT MANAGER'S CONTROL NOT LIMITED:

44.1. The County's Project Manager will control the work under the contract. The Contractor must perform all the work to the complete satisfaction of the Project Manager. Examples given or statements made in the Special Provisions and the Contract Documents pertaining to the type of work performance are examples, only. Offerors should not assume that the Project Manager's direction is limited to those items only but applies to all work performed under the contract.

45. WORKMANSHIP:

45.1. Only first-class work shall be performed and all materials furnished in carrying out this contract and shall be of character and quality required by the specifications and/or manufacturer's instruction manuals. Such work or materials shall be the best of their respective kinds, where no standard is specified. Any unsatisfactory work done or materials furnished shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Owner's Project Manager at whatever time the inferior work or materials may be discovered. All supplies, materials and equipment shall be new unless otherwise stated in the issued project scope of work.

45.2. If the Contractor neglects or refuses to remove such unsatisfactory work or materials within forty-eight hours after the receipt of notice, or if satisfactory progress is not made in doing so, the Owner's Project Manager may effect removal of the inferior work or materials and the expense shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due the Contractor under the contract. Upon completion of the contract the entire work shall be delivered to the Owner perfect and complete in satisfactory working condition.

45.3. The Contractor expressly undertakes at his own expense:

- a. to effect all cutting, fitting or patching of his work required to make same conform to the plans and specifications and except with consent of the Owner's Project Manager not to cut or otherwise alter the work of any other Contractor, and
- b. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

46. EXAMINATION OF DEFECTIVE WORK:

46.1. If required by the County's Project Manager under execution of this contract, the Contractor shall at any time pull down or undo any part of the work and make such openings as may be required and enable the County's Project Manager to make proper inspection and the Contractor shall make good again the work so pulled down, undone or opened to the County's Project Manager's satisfaction. If the work is found faulty, in any respect the whole of the expenses incurred shall be incurred by the Contractor, but if the work be found not faulty by the County's Project Manager, the expenses thereby incurred shall be incurred by the County.

47. WARRANTY:

47.1. Unless otherwise stated in the individual maintenance and repairs Scope of Work (SOW), all work provided under this contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud. Copies of executed and endorsed warranties shall be submitted to the Project Manager after completion of work.

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- 47.2. When defective work and/or materials are found during the warranty period, the Project Manager shall notify the Contractor, in writing, and the Contractor shall respond within seven days of the notification. Upon receipt of notice from the Project Manager, of failure of any item or appurtenance thereto or signs of deterioration during the warranty period, the Contractor shall, at his own expense, promptly adjust or repair or furnish and install necessary replacement parts of design, workmanship, materials approved by the Project Manager or replace the complete item.