

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 Special Provisions, Section 13 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.

SPECIAL PROVISIONS

1. SCOPE OF SERVICES:

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for Debris Removal services for the County of Fairfax, Virginia.
- 1.2. The services will include: Removal, transport, process and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible solid wastes) from public property and public rights-of-way, and to setup and operate Temporary Debris Management (TDM) sites in the County of Fairfax Virginia immediately after a hurricane or any other natural and/or man-made disaster. The setup and operation of TDM sites are authorized in order to facilitate processing for the purpose of volume reduction, transfer and disposal. Temporary homeowner drop-off sites may be established. Services will also include removal of all debris from those sites daily.
- 1.3. Department of Public Works and Environmental Services (DPWES) envisions the need for multiple contracts to carry out the debris removal and disposal work throughout the County based on a Category 2 "wet" hurricane. A basic assumption of this contract is that a contractor who is capable of managing the debris and infrastructure damage associated with a Category 2 "wet" hurricane will also be capable of coping with the damage created by other types of man-made and natural disasters.
- 1.4. Offerors to be awarded under this RFP will be on a contingency basis such that contracts will be activated only in the face of an emergency. No compensation will accrue to contractor(s) unless and until the contract is activated either in anticipation of a natural disaster or immediately after a disaster.
- 1.5. Offeror awarded the contract may be required to participate in certain County directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the County.

2. CONTACT FOR CONTRACTUAL MATTERS:

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

Cindy Joy, CPPB, Contract Specialist II
 Department of Procurement and Material Management
 Telephone: (703) 324-3276
 Email: cindy.joy@fairfaxcounty.gov

3. CONTRACT PERIOD AND RENEWAL:

- 3.1. This contract will begin on July 1, 2021 for five (5) years ending on June 30, 2026, with no renewal options available.
- 3.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such

SPECIAL PROVISIONS

notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. BACKGROUND:

- 4.1. The Federal Emergency Management Agency (FEMA) encourages State and local governments, tribal authorities, and private non-profit organizations to take a proactive approach to coordinating and managing debris removal operations as part of their overall emergency management plan. Fairfax County Department of Public Works and Environmental Services has a Debris Management Plan in place to enable the Solid Waste Management Program to execute its debris management mission under Fairfax County's Emergency Operations Plan. There are two contingency contracts as part of this overall emergency management plan. The Debris Removal contract(s) listed above and the Debris Monitoring Contract 440010265.

5. STATEMENT OF NEEDS:

- 5.1. Contractor(s) shall perform the services as specifically stated in Section 1, Scope of Services and as may be specifically designated and authorized by DPWES. Such authorizations will be referred to as Task Orders. Each Task Order form will set forth a specific scope of services, amount of compensation and completion date.
- 5.2. Debris Management Sites and landfills shall not be presumed to be available for the contractor's use unless so specified within the task order. DPWES will assign a Debris Manager (DM) and will establish and staff a Debris Management Center (DMC), which will provide overall coordination between the County and the contractor(s). The DMC and DM will be the primary point of contact for the contractor(s) and will resolve contract administration issues.
- 5.3. Task Orders shall be executed bilaterally, and the scope of services and format of the Task Order shall be mutually agreed to by the contractor(s) and DPWES. Performance will be measured by the metrics established in each Task Order. After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, contractor(s) shall provide a written progress report to DPWES for review and acceptance. A final written report will be provided to DPWES within two weeks following the completion of all work under all task orders. DPWES shall have the right to correct for vendor default or underperformance by any means it deems in its best interest. Contractor(s) will be required to provide a daily report of quantity of work performed under each Task Order. The daily report shall be submitted by 11:00 a.m., or earlier, the following morning.
- 5.4. The County's goal is to use as many as three (3) contractors to complete the removal of 3.0 million cubic yards of debris within 60 calendar days and to complete all disposal and recycling operations within 90 calendar days. Due to low elevation and potential for flooding, some areas may not be accessible for several days after a major natural disaster. Contractors (s) must be aware that it might not be possible to initiate operations in all sectors simultaneously immediately after a storm.

Recycling of vegetative debris which can be reasonably separated for recycling by contractor(s) is required to the maximum extent which is feasible and practicable and will be coordinated with the DPWES. Recycling efforts will also be carried out under the current yard debris, brush and scrap metal recycling programs existing at County disposal facilities and privately operated debris landfills.

- 5.5. Disaster Debris Removal, Transportation, Processing and Disposal Operations – contractor(s) will be required to perform the following debris removal, transportation, processing and disposal operations.

SPECIAL PROVISIONS

- 1) Remove vegetative debris from rights-of-way and/or public property and haul to a debris volume reduction site as determined by the DM. Contractor(s) will not remove storm debris from private property or from outside the obvious public right-of-way unless specifically directed by the DM.
- 2) Remove mixed debris (appliances, household items) and Construction and Demolition (C&D) debris from rights-of-way and/or public property and transport to a Debris Storage and Reduction Site as determined by the DM.
- 3) Disaster Debris Processing and Disposal Operations – contractor(s) will be required to perform the following debris processing and disposal operations:

Chip vegetative debris (limbs and branches) at locations inaccessible to normal debris removal equipment and haul the resulting chips to the designated temporary or permanent storage site or permitted landfill as determined by the DM.

Operate Temporary Debris Management Sites (TDM) at location(s) selected by the DM. These include loading points used for initial staging and separation of debris removed from designated sites or routes; processing sites used for volume reduction by chipping, grinding or air curtain incineration; and/or loading and transfer to designated lawful management or disposal sites. The DM will select processing, recycling or disposal methods to be used based upon safety and environmental considerations.

Haul and dispose of reduced vegetative debris (i.e., ash, chips and mulch) to a permanent storage facility or permitted landfill as directed by the DM.

Haul and dispose of non-recyclable C&D and mixed debris including putrescible waste separated from debris, from rights-of-way, public property or temporary debris staging sites to permitted disposal sites as determined by the DM.

- 5.6. Planning for debris management operations in the County is a function of DPWES. The DPWES DM will direct the debris removal and disposal operations. In addition to using County personnel and equipment, DPWES intends to execute three (but reserves the right to execute more or less than three) debris removal and disposal contracts on a contingency basis for the purpose of having contractor(s) immediately available and committed to assisting DPWES in the aftermath of a major disaster. Each contractor(s) holding a debris removal and disposal contract will serve as a General Contractor for the purpose of debris removal, transportation, processing and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the contract. It is anticipated that the contractor(s) will use both local and non-local subcontractors.

When a major disaster occurs or is imminent, DPWES will contact the firm(s) holding a Debris Removal and Disposal Contract to advise them of the intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, rights-of-way, county properties and facilities, specifically designated critical private facilities (such as hospitals) and other public facility sites. Contractor(s) will be responsible for determining the method and manner of debris removal, transportation, processing and lawful disposal operations, consistent with this Scope of Work. Disposal of debris will be at DPWES approved disposal sites. Contractor(s) will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all temporary debris management sites. The County operates two waste management complexes which may also be used as debris management sites, and may be operated using County equipment and personnel.

When a major disaster occurs or is imminent, DPWES will initially send out an alert to the selected contractor(s). This alert will serve to activate the lines of communication between the contractor(s)' representatives and DPWES and may require the contractor(s) to send an Operations Manager (OM) to DPWES within 24 hours to begin planning for operations and

SPECIAL PROVISIONS

mobilization. Subsequently, DPWES will issue the first Task Order, which will authorize contractor(s) to begin mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the contractor(s) to execute the required Performance and Payment Bonds. Contractor(s) should anticipate receiving this first Task Order from DPWES within the first 24 hours following landfall of a hurricane or upon occurrence of any other disaster.

The general concept of debris removal operations includes multiple, scheduled passes of each designated site, location, or right-of-way. This will allow residents and public facility personnel to return to their properties or work sites and bring debris to the right-of-way as recovery progresses. DPWES will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts. The scope and schedule for debris removal, as prescribed by DPWES will address critical facilities and route clearing priorities.

TDM sites will be as identified initially for the temporary storage and reduction of vegetative and woody debris only. DPWES will identify additional debris management sites for storage, separation, volume reduction and other processing or disposal of construction and demolition debris or other materials as needed for specific incidents.

Contractor(s) will operate the TDM sites and only contractor(s) vehicles and others specifically authorized by DPWES will be allowed to use the sites. All TDM sites will adhere to FEMA and OSHA site safety criteria; all work and work sites will be subject to safety audits and/or inspections. The firm's health and safety program/plan will be evaluated as part of this RFP.

DPWES may also establish designated temporary homeowner drop-off sites. Contractor(s) will be responsible for removing all debris from those sites daily. Citizens will be advised to separate all waste and debris, to the extent practicable, into the categories described below. Failure by the citizens to perform this separation does not relieve the contractor of his/her curbside separation responsibilities, to the maximum extent practicable. Curbside segregation of recyclable, clean woody, vegetative debris and recyclable scrap metal from other disaster-generated or related wastes will be an important element of the DPWES disaster recovery program.

The debris removal and disposal contractor(s) will be required to aid in the segregation and waste stream management processes. Debris from hurricanes, and other major storm events, will be classified into the following five categories with responsibility as shown:

1. Household trash / putrescible solid wastes leaves and lawn litter – continued responsibility of DPWES personnel and permitted private solid waste collectors. Contractor(s) may be tasked with removal and disposal of some of these materials if the County and private hauler solid waste collection resources become overwhelmed.
2. Vegetative, clean, woody debris, suitable for chipping, grinding or burning, loosely stacked, placed by curb or road shoulder, this includes logs, stumps, root balls, hanging limbs, and leaning or damaged trees that may be removed and placed by curb or road shoulder for collection. Any reduction in size of woody debris to make suitable for chipping, grinding or burning is part of contractor(s) responsibility. Contractor(s) are responsible for removal, transportation, processing and disposal. Contractor(s) shall not trim "hangers" or cut down any trees except those designated as hazardous by DPWES or public safety damage assessment teams.
3. Construction and demolition (C&D) debris, non-putrescible waste materials generated during the construction, renovation, post-disaster cleanup of, repair or demolition of structures of residential and non-residential buildings, and roads and bridges. Includes, but is not limited to, concrete, asphalt, wood, metal, gypsum, wallboard and roofing as well as discarded furniture, furnishings, appliances, plumbing fixtures, etc., stacked by curb or shoulder.

SPECIAL PROVISIONS

CONTRACTORS(S) are responsible for removal, transportation, separation, processing and disposal.

- The Contractor shall separate C&D and mixed debris from vegetative and household waste brought to temporary storage sites and/or transfer stations.
 - The Contractor shall separate C & D debris from mixed debris.
 - Non-transferable C&D debris such as putrescible and containerized liquids shall be placed in sealed containers and disposed of at properly permitted facilities.
 - The Contractor shall separate C&D and mixed debris into recyclable and non-recyclable debris to the maximum extent practicable.
 - The Contractor may salvage recyclable materials from debris.
4. Household Hazardous Waste (HHW), is to be separated from all other types of waste and debris, placed at curb or road shoulder. HHW materials will not be removed from rights-of-way under this contract. Contractor(s) is responsible for curb separation, enabling transportation by the generator or homeowner to designated DPWES sites for recycling or proper disposal. Residents will be provided locations of drop off points for the disposal of their HHW materials. In the event that HHW is found while segregating mixed or other debris, contractor(s) will take the following steps:
- Material that is found separated from incoming loads and classified as HHW shall be reported immediately to the DPWES site monitor.
 - Material identified as HHW shall be segregated from remaining debris using a method that will allow the remaining non-HHW debris to be processed.
 - All HHW debris will be moved and placed in the designated HHW containment area.

Any Household Hazardous (HHW) encountered by debris removal contractor(s) is to be set aside. HHW disposal will be the responsibility of DPWES. DPWES will designate HHW drop-off locations for use by Fairfax County residents only. No business Conditionally Exempt Small Quantity Generator (CESQG) hazardous materials will be accepted. For the purpose of this contract HHW shall include, but is not limited to the following items, specifics being subject to modification subject to incident needs or regulatory changes as specified in the Task Order:

- Household Cleaning Products
- Lead-Acid Batteries and battery acid
- Nickel-Cadmium and other rechargeable batteries marked DO NOT INCINERATE
- Home Workshop/Painting Supplies, including solvents
- Aerosol spray cans
- Indoor Pesticides-Lawn and Garden Chemicals
- Automotive Chemicals, including motor oil, antifreeze, brake fluid, transmission fluid, etc.
- Fluorescent light bulbs and ballasts
- Lead and mercury containing instruments and electronics, thermometers, thermostats, switches, barometers, etc.
- Chlorofluorocarbon (CFC) bearing appliances, air conditioners, dehumidifiers, and home refrigeration equipment
- Propane tanks and other compressed gas cylinders
- Other household Flammable and / or Toxic Materials

Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by others as directed by DPWES. The responsibility for management of debris created by other man-made and natural disasters will be the same as for hurricanes, however, the quantities and percent of waste stream which each of the various debris

SPECIAL PROVISIONS

categories comprise could be substantially changed.

5. Dead Animal Carcasses – CONTRACTOR(S) responsibility for removal, transportation, processing and disposal.

The above categories of responsibility include the opportunity for ownership, pending negotiations, and upon collection and removal this debris may be available for recycling and sale by DPWES or CONTRACTOR(S).

6. TECHNICAL PROPOSAL INSTRUCTIONS:

The offeror must submit their response to the Technical Proposal as instructed 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, Attachment B, Attachment C, and all issued Addenda (as applicable).

- 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. Understanding of the problem and technical approach.
 1. Statement and discussion of the requirements as they are analyzed by the offeror.
 2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
 3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
 4. 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.
- c. Describe your experience in removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and recycling or lawfully disposing of all debris.
- d. Describe your capability in assembling, directing, and managing a work force that can complete the removal of a total of 1.0 million cubic yards of debris, from within the entire 395 square mile region of Fairfax County in a maximum of 60 calendar days and complete all disposal operations within 90 calendar days.
- e. Task orders may exceed 1.0 million cubic yards of debris; provide evidence showing that the assembled workforce can undertake the additional work without jeopardizing the above time requirements. Evidence can be in the form of reports, documentation, photos, examples, contractor lessons learned reports, after-action reports filed by a jurisdiction, and letters from previous customers.
- f. Provide details of your capacity to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance.

SPECIAL PROVISIONS

- g. Provide your established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects to include experience with FEMA and other disaster agencies.
- h. Describe your experience in disaster recovery planning to include considerations for removing and processing of the volumes and types of debris expected to be generated by a major disaster such as an ice storm, a thunderstorm system spawning multiple tornadoes, or a hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and rights-of-way throughout Fairfax County using a combination of county, and contractor resources.

6.1. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address the Statement of Needs separately and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

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

6.2. Treatment of the Issues:

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Statement of Needs" section, and may propose alternative approaches.

6.3. Statement of Qualifications:

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

- 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.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
- 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, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

SPECIAL PROVISIONS

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

- 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 the 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.
- 6.4. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

7. COST PROPOSAL INSTRUCTIONS:

- 7.1. The offeror must submit their response to the Cost Proposal as instructed in Bonfire fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Attachment B).

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

- a. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if price differ.
- b. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- c. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
- d. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

8. PRICING:

- 8.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices, not to exceed 3%.
- 8.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 8.3. Price decreases shall be made in accordance with paragraph 41 of the General Conditions & Instructions to Offerors. (Appendix A)

SPECIAL PROVISIONS

9. TRADE SECRETS/PROPRIETARY INFORMATION:

- 9.1. 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.
- 9.2. **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.
- 9.3. Request for Protection of Trade Secrets or Proprietary Information (Attachment A) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 9.4. 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.

10. REQUIRED SUBMITTALS:

- 10.1. 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.

11. SUBMISSION OF PROPOSAL:

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

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

Listed below are some helpful guides that will assist offerors regarding Registration and Submission:

- Vendor Registration
<https://support.gobonfire.com/hc/en-us/articles/360011135513-Vendor-Registration>
- Creating and uploading a submission
<https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors->

- 11.3. 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.

SPECIAL PROVISIONS

- 11.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.
- 11.5. 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.
- 11.6. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired.
- 11.7. 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.

12. ADDENDA:

- 12.1. Offerors are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.
- 12.2. Notice of addenda will be posted on eVA, DPMM current solicitation webpage, and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/solicitation or <https://fairfaxcounty.bonfirehub.com>.

13. PROPOSAL ACCEPTANCE PERIOD:

- 13.1. Any proposal submitted in response to this solicitation shall be valid for 220 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.

14. BASIS FOR AWARD:

- 14.1. 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.
- 14.2. 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.
- 14.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 10.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.

SPECIAL PROVISIONS

- 14.4. 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.
- 14.5. 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.
- 14.6. Proposal Evaluation Criteria
- Based on the following factors the applicant's technical proposal will be scored using a numerical scoring system.
1. Documented experience in the debris management field, specifically removing the volume of debris from at least a Category 2 hurricane (or lesser event) along streets and designated roads, possibly on private property, and transporting the debris to management sites. (15 points)
 2. Ability to respond quickly when the Notice to Proceed is given to emergency events both natural and man-made; ability to meet project timelines. (10 points)
 3. Experience working with FEMA and other disaster agencies. (10 points)
 4. Ability, strength, viability, and thoroughness of the firm's approach and management of the project. (5 points)
 5. Strength of the resumes of key team member qualifications and experience. (5 points)
 6. Existence and strength of the firm's health and safety program/plan. (5 points)
- Based on the following factors the applicant's business proposal will be scored using a numerical scoring system.
1. Business proposal costs are supported by pricing data adequate to establish the reasonableness of the proposed price. (20 points)
 2. Reasonableness of the volume and weight-based project cost from Part A of Price Proposal Form. (15 points)
 3. Reasonableness of the total hourly equipment and labor rates for Debris Management Site set-up and closure of the Price Proposal Form. (15 points)
- 14.7. 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.
- 14.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

SPECIAL PROVISIONS

- 14.9. 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.
- 14.10. 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.
- 14.11. 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.

15. INSURANCE:

- 15.1. 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 risks 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 damages or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 15.2. The Contractor shall, during the continuance of all work under the contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, 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. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, 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. The Contractor agrees to maintain owned, non-owned, and hired Commercial 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 Commercial Automobile Liability policy, or a Comprehensive General Liability policy.
 - d. The Contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per claim to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - f. Rating Requirements:
 - (1) Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.

SPECIAL PROVISIONS

(2) European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

Indemnification: Article 58 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.

- g. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent before any work is started.
 - h. The Contractor will secure and maintain all insurance certificates of its subcontractors, if any, which shall be made available to the County on demand.
 - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the Contractor while in their care, custody and control for the use of this contract. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten (10) business days of demand by the County. These certified copies will be sent to the County from the contractor's insurance agent or representative.
- 15.3. 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.
- 15.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 15.5. The County, its officers and employees shall be named as an "additional insured" in the General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

16. METHOD OF ORDERING:

- 16.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 16.2. 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.
- 16.3. 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.
- 16.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 16.5. 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.

SPECIAL PROVISIONS**17. REPORTS AND INVOICING:**

- 17.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 17.2. 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. Employee name,
 - b. The name of the County department,
 - c. Date of services
 - d. The type of services; and,
 - e. The itemized cost for each item/service.
 - f. Purchase order number
 - g. Contract number
- 17.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

18. CHANGES:

- 18.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 18.2. 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.

19. DELAYS AND SUSPENSIONS:

- 19.1. 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.
- 19.2. 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.

SPECIAL PROVISIONS

- 19.3. 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.

20. ACCESS TO AND INSPECTION OF WORK:

- 20.1. 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.

21. DATA SOURCES:

- 21.1. 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.

22. SAFEGUARDS OF INFORMATION:

- 22.1. 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.

23. ORDER OF PRECEDENCE:

- 23.1. 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).

24. SUBCONTRACTING:

- 24.1. 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.

25. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 25.1. Reference Paragraph 72, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer.
- 25.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 25.3. 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.
- 25.4. 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 contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor,

SPECIAL PROVISIONS

the Contractor may withdraw its extension of the award to that public body.

- 25.5. 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.

26. NEWS RELEASE BY VENDORS:

- 26.1. 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.

27. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 27.1. 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.
- 27.2. 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 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

28. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 28.1. 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.