



FAIRFAX COUNTY

DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

ISSUE DATE: November 20, 2019	INVITATION FOR BID: 2000002946	TITLE: Custodial Services – NMCCP Laboratory
DEPARTMENT: DPWES-Wastewater	DUE DATE/TIME: January 6, 2020 @ 11:00 AM	CONTRACT SPECIALIST: Saem Park /703-324-3287 or; saem.park@fairfaxcounty.gov

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

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

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No. (Sole
Proprietor)

Prompt Payment Discount:

___% for payment within ___ days/net ___
days

State Corporation Commission (SCC)
Identification No.

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Attachment A, and by any other relevant certifications set forth in Attachment A.

Vendor Legally Authorized Signature

Date

Print Name

Title

Sealed bids subject to terms and conditions of this invitation will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 on the due date and time specified, and then publicly opened and read.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPMM30) rev 7-2018



SPECIAL PROVISIONS**1. SCOPE:**

- 1.1. The purpose of this solicitation is to establish a term contract(s) for Custodial Services at the Noman M. Cole Jr. Pollution Control Plant (NMCPCP) Laboratory at 9399 Richmond Highway, Lorton, Virginia 22079 for the requirements listed in this solicitation. Services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment and supervision for the performance of the projected work.

2. MANDATORY SITE VISIT & PRE-BID CONFERENCE:

- 2.1. A mandatory pre-bid conference will be held on December 19, 2019 @ 10:00 AM at Noman M. Cole Jr. Pollution Control Plant (NMCPCP), 9399 Richmond Highway, Lorton, Virginia 22079. **All bidders must attend.** The purpose of this conference is to allow potential bidders and opportunity to present questions and obtain clarification relative to any facet of this solicitation. **NO ONE WILL BE ADMITTED AFTER 10:10 AM.**
- 2.2. The site visit will follow the pre-bid conference. The purpose of the site visit is for the potential bidder to view the job site and obtain more information on the requirements of the solicitation.
- 2.3. Attendees requiring special services are asked to provide their requirements to the Department of Procurement and Material Management (DPMM) 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.
- 2.4. Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at the pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance sign in sheet.
- 2.5. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation

3. PERIOD OF CONTRACT:

- 3.1. The period of this contract shall be from February 1, 2020 through January 31, 2022.
- 3.2. The County reserves the right to renew the contract for three (3) additional (1) year periods based on satisfactory contractor performance and if agreeable to all parties. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's purchasing department.
- 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 Invitation for Bid 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 will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

SPECIAL PROVISIONS**4. BIDDER REQUIREMENTS:**

4.1. Bidders are required to include the following with their bid:

- Completed Cover Sheet (form DPMM30) with original legal authorized signature
- Forms (Attachment A1-A4)
- Pricing Schedule (Attachment B1-B3)
- Provide four (4) separate references cleaning laboratories, municipalities or commercial properties during the past 2 years. At least one (1) reference must be for cleaning a laboratory. (Attachment A1)
- Provide a reference that the firm has a minimum of five (5) years of custodial cleaning experience. (Attachment B3)
- Provide a line of authority, company contact, area manager, supervisor, and building supervisor with page numbers and phone numbers.
- Supervisor name and information, along with their resume. (Attachment C)

Failure to provide these items may result in rejection of the bid.

5. PRICES AND PRICE ADJUSTMENT:

- 5.1. All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
- 5.2. The labor rates specified by the bidder shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- 5.3. Any Bidder that enters \$0 or N/A in a pricing blank or leaves it blank may be considered nonresponsive. If you are not bidding on a specific item number, please state "No Bid".
- 5.4. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. Contractor shall give not less than 60 days advance notice of any price increase to the Contract Specialist. The contractor shall fill all orders received prior to the effective date of the price adjustment at the current contract prices.
- 5.5. 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.).
- 5.6. Price decreases shall be made in accordance with paragraph 41 of the General Conditions and Instructions to Bidders.

6. QUOTATION LIMITATION:

- 6.1. Bidders shall offer only ONE ITEM AND PRICE for each line item bid. No alternatives will be accepted, unless requested by the County. If an "or equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.

7. INTERPRETATION OF BID:

- 7.1. Any questions pertaining to this solicitation shall be directed to:

Saem Park, VCA, Contract Specialist
 Department of Procurement & Material Management
 12000 Government Center Parkway, Suite 427
 Fairfax, Virginia 22035-0013
 Telephone Number: (703) 324-3287
 E-mail: saem.park@fairfaxcounty.gov

SPECIAL PROVISIONS**8. PRODUCT INFORMATION:**

- 8.1. The bidder is responsible for clearly and specifically identifying the product being offered and enclosing complete and detailed specifications with the bid to enable the County to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.

9. SUBMISSION OF BIDS:

- 9.1. Each bidder must use the attached Pricing Schedule to submit their bid.
- 9.2. **'All bidders must return two (2) copies of the Cover Sheet (DPMM30), duly signed, and two (2) copies of Attachments A and B, keeping all remaining pages for your files.**
- 9.3. All bids shall be submitted in a sealed envelope or package with the bid number, title, and the bidder's name and address on the outside of such envelope or package. Bids may be mailed or hand delivered to the address listed on the DPMM30 Coversheet.
- 9.4. **BIDS RECEIVED AFTER THE DUE DATE/TIME WILL NOT BE CONSIDERED FOR CONTRACT AWARD.**

10. ADDENDA:

- 10.1. Bidders 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.
- 10.2. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage. It is the bidder's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/solicitation.

11. BID EVALUATION/CONTRACT AWARD:

- 11.1. Items listed in this solicitation will be awarded to the lowest responsive responsible bidder meeting specifications. The County reserves the right to award the contract in the aggregate, by line item, by section, or by Manufacturer and to make a Primary and Secondary award, based on what the County determines to be in its best interest.

12. BID ACCEPTANCE PERIOD:

- 12.1. Any bid in response to this solicitation shall be binding for 90 days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

13. CONTRACT INSURANCE PROVISIONS

- 13.1. 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 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.
- 13.2. The Contractor shall, during the continuance of all work under the contract provide the following:
- a. Maintain statutory Workers' 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.

SPECIAL PROVISIONS

- 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.

The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

- c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- d. Contractor agrees to maintain Contractors Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/Contractor for acts arising out of the operations of independent Contractors/subcontractors or out of an owner's/Contractor's supervisory activity.
- e. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. 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
 2. 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.
- f. 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.
 - g. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 - h. 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.

SPECIAL PROVISIONS

- i. Hold-harmless and Indemnification: Article 57 of the General Conditions and Instructions to Bidders shall apply where DPSM form is used. If not, following paragraph shall be inserted:

 "The Contractor hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the Contractor, his subcontractors and their agents and employees".
 - j. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
 - k. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
 - l. 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.
- 13.3. 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 will result in suspension of all payments until the new certificate is furnished.
 - 13.4. 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.
 - 13.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
 - 13.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
 - 13.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - 13.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
 - 13.9. The County, its officers and employees shall be named as an "additional insured" in the Automobile and 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."

SPECIAL PROVISIONS**14. METHOD OF ORDERING:**

- 14.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 14.2. 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.
- 14.3. 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 MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 14.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 14.5. 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.

15. CORRESPONDENCE:

- 15.1. All communications between the parties relating to material contractual issues shall be through the Contract Specialist and must be in writing to be deemed binding.

16. ADDITIONS/DELETIONS:

- 16.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

17. ORDER OF PRECEDENCE:

- 17.1. In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders or any other contract document.

18. SUBCONTRACTING:

- 18.1. 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.dbsd.virginia.gov>; local chambers of commerce and other business organizations.

19. NEWS RELEASES BY VENDORS:

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

SPECIAL PROVISIONS**20. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 20.1. 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 (703) 324-3201 or TTY 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 20.2. 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.

21. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 21.1. 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.

TECHNICAL SPECIFICATIONS
CUSTODIAL SERVICES FOR NMPCP LABORATORY

1. BACKGROUND:

- 1.1. The Noman M Cole Jr. Pollution Control Plant (NMPCP) facility contains approximately 11,300 square feet of interior cleanable space.
- 1.2. NMPCP facility conducts various chemical testing within the Lab. In most cases, the products utilized for cleaning can negatively impact the results of these tests. The Contractor will be required to perform services Monday through Friday 4:00 p.m. to 9:00 p.m, or other mutually agreed upon time that would not interfere with testing being performed.

2. KEY DEPOSIT:

- 2.1. The Contractor shall be responsible for any lost keys, card keys and inherent damages (i.e., re-keying of whole facility). This cost shall be withheld from payment(s).
- 2.2. No keys issued to the Contractor by the County are to be duplicated. The Contractor must report lost or broken keys to the Facility Contract Administrator immediately.

3. CUSTODIAL SERVICE PERFORMANCE:

- 3.1. Service shall be performed on the basis of tasks and frequencies indicated herein under Frequency of Cleaning Service, except for Fairfax County Government observed holidays. Contractors must verify Fairfax County observed holidays by contacting NMPCP. County holidays can be found at www.fairfaxcounty.gov/calendar

Note: Holidays are not observed at Public Safety Facilities and some Public Work sites. Contracts will be required to work holidays if the facility is open and the holiday falls on a scheduled workday.

4. SUPPLIES:

- 4.1. The Contractor shall provide cleaning supplies to include but not limited to paper towels, toilet paper and liquid soap. The selected Contractor shall submit for the County's approval a list containing the cleaning products that will not interfere with or contaminate samples or instrumentation, utilized for cleaning within five (5) days of Contract Award notification. The paper towels and toilet paper can be from Tork/SCA, Georgia Pacific, or Kimberly Clark. The cleaning supplies should be "green" products and have the green seal on each product. The Contractor will be required to provide detailed descriptive literature, catalog cuts, specifications, and MSDS sheets of the products that will be used.
- 4.2. Labeling of Supplies/Chemicals: the Contractor shall purchase and use all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labeling or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations. Material Safety Data Sheets will be displayed on the back of all custodial closet doors with easy access provided for County Risk Management and Contract Monitors. All cleaning agents must be approved prior to use in the laboratory.
- 4.3. Slip Resistance: the Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.
- 4.4. Germicidal Properties: the Contractor shall not use a germicidal disinfectant that does not bear the Environmental Protection Agency (EPA) Registration Number.

Note:

- a. Paper supplies and hand soap will be stored in an area that will make them readily available during the day for replacement by County staff.
- b. Bleach is not approved for use in County facilities.

TECHNICAL SPECIFICATIONS
CUSTODIAL SERVICES FOR NMPCP LABORATORY

5. EQUIPMENT:

- 5.1. All necessary cleaning equipment, including power driven floor scrubbing machines, back pack vacuums, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc. needed for the performance of the work in this contract shall be furnished by the Contractor. Such equipment shall be the of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the buildings or their contents.
- 5.2. All equipment such as brooms, mops, and vacuums shall be available for use by County staff during the day. The County shall assume responsibility when using the equipment.
- 5.3. Equipment using gas powered engines cannot be use under this contract.
- 5.4. Some special equipment may be required depending on the design of the facility and the cleaning requirements to be performed. Bidders are advised that such equipment needs to be specifically addressed in their listing of equipment. Special equipment such as telescoping poles needs to be specifically made available as necessary by the Contractor.
- 5.5. Electrical power (110 volts) will be furnished by the County at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of this work. The Contractor will be responsible for any damage caused by electrical outlets and their covers caused by the improper disconnection of equipment. Hot and Cold water will also be made available as necessary for cleaning.
- 5.6. The Contractor will indicate on the "Equipment List" in the pricing schedule the description, manufacturer, and the amount of equipment that they have available for use under this contract.
Failure to complete this list will be cause for rejection of the bid.

6. SUPERVISOR(S):

- 6.1. The Contractor will be required to provide a Supervisor at all times during the working hours. The Supervisor must be knowledgeable in all aspects of the Laboratory Custodial Services and shall have a minimum of three years commercial custodial related services experience.
- 6.2. All temporary Supervisors must have a minimum of one-year commercial custodial related experience. The Supervisor will report and coordinate all custodial activities through the Laboratory Supervisor and in the absence of the Laboratory Supervisor the Environmental Laboratory Manager or Pretreatment Manager.
- 6.3. The Contractor shall provide the necessary supervisors, not to be included in the productive hours for proper contract administration of the work performed on the Contract. The Contractor shall be required to provide the name and position within the company of the supervisors to the County.
- 6.4. Supervisors will submit signed monthly timesheets, and work logs of all monthly work completed for the specified month.
- 6.5. Please provide with your bid package a line of authority, company contact, area manager, supervisor, and building supervisor with pager numbers and phone numbers. **Failure to submit this item with the bid may be grounds for rejection of bid.**

7. CUSTODIAL UNIFORMS AND TIME KEEPING:

- 7.1. All custodial personnel are required to wear a uniform and photo identification card, both of which shall clearly identify personnel as employees of the contractor. This requirement shall apply upon entering County property and at all times while on duty.
- 7.2. All custodial employees are required to identify themselves by entering their name, starting time and ending time on the time sheet each workday. All custodial employees are required to complete daily punch lists of work completed during the specified month. The time sheet and work logs shall be posted on the inside of the custodial closet for availability to Fairfax County personnel.

TECHNICAL SPECIFICATIONS
CUSTODIAL SERVICES FOR NMPCP LABORATORY

- 7.3. The Contractor shall furnish an original copy of such signed records with the invoice at the end of the month to the Facility Contract Administrator for review.

8. CONTRACTORS QUALITY CONTROL PROGRAM:

- 8.1. The Contractor shall establish a complete quality control program to assure the requirements of the Contract are provided as specified. A draft Quality Control Plan (QCP) shall be submitted for review and approval prior to the start of Contract. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or County Building Inspectors/Contract Monitors point out deficiencies. This QCP is of paramount importance. The program shall include, but is not limited to the following:
- a. An inspection system which is tailored to the specific facility and which covers all services stated in the tasks and frequencies segment of the Contract. The Contractor shall devise a checklist for use during performance of the work. The checklist must be signed and dated to indicate the time the inspection was completed. It is not permissible for the person performing the work to inspect and accept that work. The Contractor and his supervisors who will complete inspections should be identified by title and type of inspection each is authorized to perform.
 - b. An on-site file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the County upon request, during the term of the Contract.
- 8.2. Failure by the Contractor to implement the approved plan and pursue it diligently from the commencement of the Contract shall be grounds for default. Nonperformance and compliance of the specification requirements gives the County the right to terminate the contract at any time during the contract period.
- 8.3. Submission shall be made to the Facility Contract Administrator.

9. FAIRFAX COUNTY QUALITY ASSURANCE PROGRAM:

- 9.1. Each phase of the services rendered under this Contract is subject to County inspection, both during and after completion of the task. The County's Quality Assurance Program (inspections/evaluations) is not a substitute for Quality Control (work force, supervision, and control) by the Contractor.
- 9.2. Consequence of Contractor's Failure to Perform Required Service: The Technical Contract Administrator or other designated County officials may inspect at any time for compliance with the terms of the Contract. The Contractor shall receive written notice(s) of deficiencies by copy of the inspection reports, or validated complaint letters:
- a. Prior to charging deductions.
 - b. Whenever nonperformance/unsatisfactory services are performed. The Contractor shall be conclusively presumed to have actual knowledge of work not performed and that notices shall not be a prerequisite for withholding payment for non-performed or unsatisfactory services.
 - c. During the first three months of the Contract, the Contractor shall meet with the Technical Contract Administrator and the designated County Officials as necessary for the purpose of discussing performance. The meetings shall be documented. It is the responsibility of the Contractor to state in writing any disagreement with the minutes.
 - d. After the first three months of the Contract, the Contractor shall meet with the TCA and other designated County officials for the purpose of discussing performance at the call of the TCA or at the request of the Contractor.
- 9.3. If performance in any required service is unsatisfactory or if work is not performed, the Contractor must correct this issue within five (5) business days after notice without additional charge. If not corrected by the Contractor within the five (5) business days after the notice the County reserves the right to have the service(s) performed by another Contractor and the charge shall be deducted from the Contractors monthly invoice.

TECHNICAL SPECIFICATIONS
CUSTODIAL SERVICES FOR NMPCP LABORATORY

10. VENDING CONCESSIONS:

10.1. The Contractor shall provide sanitary napkins and tampons for existing dispenser units. A fee for this service shall be mutually agreed upon between the Contractor and the Technical Contract Administrator (TCA). The Contractor will also alert the TCA when any unit is not working properly or has been damaged. Monies collected from this service shall be retained by the Contractor for funding further service.

10.2. Dispensers (paper towels, soap, etc.) must be restocked nightly and napkin disposal containers must be emptied and sanitized daily. Failure to comply will subject the contractor to deductions from their monthly invoice if the County must purchase such items to be used. Deductions will be based on the price of such items the County purchased. **The County will make every attempt to obtain the lowest prices.**

11. UNAUTHORIZED PERSONNEL:

11.1. The Contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members (children), assistants or any other person unless said person is an authorized working Contractor employee. Unauthorized persons discovered on work premises will be immediately escorted off the property.

12. UNAUTHORIZED USE OF COUNTY EQUIPMENT:

12.1. The Contractor shall not allow their employees, at any time, to open desk drawers, cabinets, or to use office equipment, including the use of non-pay telephones for any purpose other than a local emergency call.

13. EMERGENCY RESPONSE PLAN:

13.1. The Contractor shall list a contact person's name and telephone number for normal County working hours; 4:00 p.m. – 9:00 p.m., Monday – Friday. Answering Machines are unacceptable as a point of contact.

13.2. For emergency calls outside normal County working hours (nights and/or weekends), list a contact person's name and telephone number, or have a voice mail paging system or answering service. Bidders using a voice mail paging system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes.

13.3. After award, the Contractor and the department will meet together to develop an emergency response plan for normal operating hours and after normal operating hours, including but not limited to: water damage, vandalism, vomit, blood or urine clean up.

13.4. Fairfax County requires that Emergency Custodial Service response be within two hours after receipt of call.

14. SAFETY AND HEALTH:

14.1. All work shall comply with Federal, State and County safety and health guidelines and requirements. Where there is a conflict between the applicable regulations, the most stringent will apply.

14.2. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the County harmless for any action on its part or that of its employees or subcontractors that results in illness or death.

15. PLAN OF WORK (AFTER CONTRACT AWARD):

15.1. The Contractor shall provide a detailed plan of work on the service frequency. This plan shall include the following:

- a. **Schedule of daily work:** The Contractor will provide a monthly schedule of the daily work plan by area and floor level. The plan will be required to be submitted seven days prior to the first day of the month that it covers. Submission shall be made to the Facility Contact Administrator.

TECHNICAL SPECIFICATIONS
CUSTODIAL SERVICES FOR NMPCP LABORATORY

- b. **Schedule of periodic work:** The Contractor will provide a detailed periodic work plan. The plan will be required within 30 days of Contract award. Submission shall be made to the Technical Contract Administrator, and the Facility Contact Administrator.

16. CONTRACT SPECIFICATIONS:

16.1. It is the declared intention of this Contract to provide and obtain a Custodial Maintenance Program for the facility. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work.

16.2. The ultimate responsibility of the Contractor is to maintain facilities that are uniformly clean, hygienic, orderly, and attractive and which will reflect favorably upon the County and the Contractor. Variances in user traffic, building renovation work, weather conditions and other uncontrollable and unpredictable factors will determine the actual frequency requirements necessary to maintain the standards.

17. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS:

17.1. Noman M. Cole, Jr. Pollution Control Plant Building L (Lab) Cleaning Area as described in these Technical Specifications is Approximate only.

BUILDING NAME	Noman M. Cole Jr. Pollution Control Plant
BUILDING NUMBER	L (Laboratory Building)
DESCRIPTION	Square Feet
NET CLEANING AREA	11,300
TOTAL HARD FLOOR AREA	6,900
TOTAL RUGS & CARPETING	4,400
TOILET FIXTURES (EACH)	3 toilets, 1 urinal, 2 sinks

17.2. In addition, the following facilities in the parking lot shall also be included in the cleaning services:

- One quad trailer
- One triple trailer
- Two (2) double trailers

a. **DAILY SERVICE TO ALL AREAS:**

1. Empty all trash, reline with clean bag, remove trash and recyclables to designated pick-up location, and empty all recycling materials into containers at designated storage locations.
2. Clean floor surfaces including stone, brick, or composition flooring. Remove gum and tar, spot mop spills, and spray buff surfaces at lobbies, entrances, main corridors, and public reception areas.
3. Vacuum carpets including walk-off mats, spot clean, remove gum and tar.
4. Clean and disinfect drinking fountains/water coolers.
5. Collect and remove all miscellaneous trash and rubbish at the outside areas at upper entrances to designated pick-up location.
6. Clean all glass entrances and other doors, partitions, display cases, etc. **The Contractor will not clean any outside windows.**
7. Remove handprints or marks from walls, doors, and doorframes.
8. Clean kitchen/coffee bar areas, empty trash, wash sink basins, mop -floor, and replenish paper towel dispenser if available.
9. Wipe off counter tops with regards to the kitchen and break areas. **The Contractor will not wipe down the counter tops in the laboratory.**

b. **DAILY SERVICE TO RESTROOM/LOCKER ROOMS/DRESSING ROOMS:**

1. Empty trash, reline with clean bag, and remove trash to designated pick-up location.
2. Clean and disinfect all fixtures, clean all partitions, clean and polish mirrors, chromes, metal, counter tops, benches, shower stalls, saunas, etc.
3. Wet mop and rinse floor.
4. Restock all supplies. There shall always be adequate supply of required expendable toilet items - soap, paper towels, toilet paper, toilet seat covers, and deodorant air fresheners.

TECHNICAL SPECIFICATIONS
CUSTODIAL SERVICES FOR NMPCP LABORATORY

- c. **ONCE WEEKLY SERVICE TO ALL AREAS:**
 - 1. Spray buff all other tiled floor.
- d. **TWICE WEEKLY SERVICE TO ALL AREAS:**
 - 1. Sweep the entranceways.
- e. **BIWEEKLY SERVICE TO ALL AREAS:**
 - 1. Machine scrub all restroom floors.
 - 2. Sweep the garage area.
- f. **MONTHLY SERVICE TO ALL AREAS:**
 - 1. Clean and disinfect all trash receptacles.
- g. **AS NEEDED BUT NOT LESS THAN TWICE A YEAR:**
 - 1. Strip and refinish floors to include honed granite floorings.
 - 2. Shampoo all carpeted floors.
- h. **AS NEEDED IN ALL AREAS:**
 - 1. Respond to emergency custodial services.
 - 2. Respond to special job assignments.
 - 3. Maintain janitor closet/room in an orderly condition and in compliance with County Safety and Fire Regulations.
- i. **AT CLOSING IN ALL AREAS:**
 - 1. Turn off lights and equipment.
 - 2. Close and lock windows and doors.

GENERAL TRASH COLLECTION	
TECHNICAL SPECIFICATIONS	PERFORMANCE STANDARDS
A. <u>Paper and Trash Collection</u> All trash and paper shall be removed and transferred to approved dumpster sites daily.	A. <u>Paper and Trash Collection</u> All trash and paper shall be removed and transferred to approved dumpster sites daily.
B. <u>Receptacle Emptying and Cleaning</u> All trash receptacles shall be emptied daily. All receptacles shall be relined with clean plastic liners. All recycling papers shall be emptied into boxes provided by the County. The Building Maintenance Section (BMS) Supervisor shall be notified when a trash receptacle requires repair or replacement.	B. <u>Receptacle Emptying and Cleaning</u> Receptacle shall be kept clean and odor free. Trash and paper shall not be allowed to accumulate in hallways or overflow receptacles. Dumpster sites shall be kept clean and orderly. Trash shall not be allowed to blow around the grounds. Spills resulting from the collection process shall be promptly cleaned up.
C. <u>Miscellaneous Trash and Paper Collection</u> Daily, all trash and paper left in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the approved designated dumpster/collection site. Any questionable items shall be verified as intended for disposal before it may be disposed.	C. <u>Miscellaneous Trash and Paper Collection</u> Trash and paper left in hallways, corridors, etc. or placed beside receptacles shall be collected and removed according to the special arrangements made between the janitorial staff and the requestor.
D. <u>Receptacle Cleaning and Disinfecting</u> Monthly/as needed, trash receptacles shall be thoroughly cleaned and disinfected, such cleaning to include any rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust.	D. <u>Receptacle Cleaning and Disinfecting</u> Receptacles shall be free from dirt, food, or beverage waste and odors.

TECHNICAL SPECIFICATIONS
CUSTODIAL SERVICES FOR NMPCP LABORATORY

RESTROOM CLEANING AND SERVICING

Daily or more as needed restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished often enough to assure adequacy of supplies and hygienic condition of restrooms.

TECHNICAL SPECIFICATIONS	PERFORMANCE STANDARDS
A. <u>Fixture Cleaning and Disinfecting</u> Fixtures including toilet bowls, hand basins, urinals, and showers shall be cleaned daily. Special care shall be paid to floor and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine, and other soils.	A. <u>Fixture Cleaning and Disinfecting</u> Fixtures shall present a clean, shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine.
B. <u>Stall Partition Cleaning</u> Stall partitions and partitions between urinals shall be cleaned weekly.	B. <u>Stall Partition Cleaning</u> Graffiti shall be scrubbed or wiped off as soon after detection as possible. Graffiti which cannot be removed by normal cleaning procedures shall be reported immediately to the BMS Supervisor. Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil, or other unsightly appearances and free from dust on top edges.
C. <u>Mirror and Chrome Cleaning</u> Mirrors, chrome, and other metal trim shall be cleaned and polished daily. Included shall be metal supply dispensers, hand dryers, metal door pushes, metal light switches. Abrasive cleaners shall not be used.	C. <u>Mirror and Chrome Cleaning</u> Mirrors, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.
D. <u>Tile De-scaling</u> Monthly, tile floors, stalls, etc. in restrooms shall be cleaned of all scale, mineral deposits, and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc.	D. <u>Tile De-scaling</u> Tile floors, walls, and shower stalls shall be cleaned of all scale, mineral deposits, and soap residues and shall be thoroughly rinsed and dried to present a uniformly clean appearance.
E. <u>Grout Cleaning</u> Grouting and sealants shall be cleaned twice yearly with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to tile and any loose or broken grouting shall be reported to the BMS Supervisor.	E. <u>Grout Cleaning</u> Grout and other sealants shall be scrubbed clean and present a uniformly clean and hygienic appearance.
F. <u>Ceramic Tile Floor /Wall Cleaning</u> Ceramic tile floors and walls shall be thoroughly scrubbed with a heavy duty disinfectant/detergent solution daily. Extreme care shall be exercised to avoid excessive flooding of the area.	F. <u>Ceramic Tile Floor /Wall Cleaning</u> Ceramic tile floors and walls shall be thoroughly cleaned, rinsed, and dried to present a uniformly clean appearance.
G. <u>Restroom Servicing</u> Restrooms rooms shall be serviced daily and as frequently as necessary to assure sufficient supply of supplies and hygienic condition. Extra supplies shall be left when necessary to assure sufficient supply between cleaning and servicing. Vending Concessions shall be stocked with sanitary napkins and tampons for existing dispenser units.	G. <u>Restroom Servicing</u> Hand towels, soap, toilet tissues, toilet seat covers, and deodorant air fresheners shall be stocked in appropriate dispensers in quantities adequate to ensure sufficient supply between cleaning and servicing. Vending Concessions shall be stocked with sanitary napkins and tampons for existing dispenser units.

TECHNICAL SPECIFICATIONS
CUSTODIAL SERVICES FOR NMPCP LABORATORY

FLOOR MAINTENANCE	
TECHNICAL SPECIFICATIONS	PERFORMANCE STANDARDS
A. <u>Sweeping/Dust Mopping</u> Floors shall be swept or dust mopped daily to present a clean and orderly appearance at all times. Sweeping compounds shall not be used on finished floors.	A. <u>Sweeping/Dust Mopping</u> Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places inaccessible to the broom or dust mop.
B. <u>Removing Gum/Tar Etc.</u> Surface accumulations of chewing gum, tar, hardened dirt, and, other soils that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed as needed. Care shall be taken to avoid damage to floor tiles or finish.	B. <u>Removing Gum/Tar Etc.</u> All gum, tar, and other soils shall be removed as soon as they are discovered.
C. <u>Spot Mopping</u> Daily and as needed, spills, spots, and stains shall be damp mopped to assure a uniformly clean appearance. Spilled materials such as alcohol, solvents or other chemicals may result in stains which penetrate floor finishes. In these instances, floors will be cleaned by laboratory staff at the time of the spill.	C. <u>Spot Mopping</u> Spills, spots, and stains shall be mopped up to assure a uniformly clean appearance.
D. <u>Mopping</u> Floors shall be damp or wet mopped daily to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc.	D. <u>Mopping</u> Mopped floors shall be free from streaks, spots, stains, smears, mop strands, and other unsightly appearance.
E. <u>Spray Buffing</u> This procedure shall be employed twice monthly or as needed to ensure a high gloss, non-slippery finish on all floors, to repair and refurnish worn areas of finish and to remove heel and scuff marks. Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, furnishings with the floor machine, replace all furniture.	E. <u>Spray Buffing</u> Floors shall have a uniform high shine and be free of streaks, scuff marks, and other unsightly appearance.
F. <u>Stripping and Refinishing</u> This procedure shall be employed twice yearly to remove accumulations of dirt, finish, discolorations, stains, and rust spots from finished floors. High traffic areas, such as hallways, lunch room, etc. may need additional work. Flooding of floors with stripping solution or rinse water shall be avoided at all times. Extreme caution shall be exercised to prevent splashing of walls, baseboards, or furnishings. Any furnishings moved in order to accomplish the procedure shall be replaced to proper position when work is completed. Also, floors shall be re-waxed twice yearly with a sealer and some coats of slip-resisting floor finish. Floors must be clean and free from scuff marks, stains, rust, dirt, gum, tar, old finish, etc. before finish is applied. Coats shall be applied with adequate time for drying allowed between coats. Dry stripping procedures shall not be used within the building.	F. <u>Stripping and Refinishing</u> Floors shall be stripped of layers of soiled finish, heel marks, scuffs, discolorations, and stains. After thorough rinsing, floors shall be ready for application of new or additional finish. Sealer and coats of finish shall be properly applied to floor. Finished or refinished floors shall present a uniform shine and shall not have buildups of finish along edges or in corners. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coatings to assure uniformity.

TECHNICAL SPECIFICATIONS
CUSTODIAL SERVICES FOR NMPCP LABORATORY

CARPET CARE	
<i>Carpets shall present a uniformly clean appearance at all times free from spots, stains, litter, etc.</i>	
TECHNICAL SPECIFICATIONS	PERFORMANCE STANDARDS
A. <u>Carpet Care</u> Carpets shall be vacuumed, spot cleaned, and shampooed twice yearly to remove accumulations of dust, dirt, stains, and soil.	A. <u>Carpet Care</u> Carpets shall present a uniformly clean appearance at all times free from spots, stains, chewing gum, tar, grease, litter, etc. Any tears, rips, burns, or indelible stains shall be reported for repairs or replacement.
B. <u>Vacuuming</u> Carpets shall be vacuumed daily. Close attention shall be paid to corners, edges, and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed and any furniture moved and replaced.	B. <u>Vacuuming</u> Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners, and along edges. Carpets shall be free from lint, debris strings, loose carpet strands and the pile shall stand erect and will not exhibit any matting.
C. <u>Spot Cleaning</u> Carpets shall be spot cleaned as necessary to remove gum, tar, grease, spills, spots, stains, etc. A solvent cleaner may be used provided that it is safe and does not cause fading or discoloration. Aerosol chewing gum remover may be used with a putty knife, but careful attention shall be paid to avoid damaging carpet fibers.	C. <u>Spot Cleaning</u> Carpets shall be kept free from chewing gum, candy spills, spots, grease, food and beverage stains, water marks, etc. Indelible stains which cannot be removed by spotting and shampooing procedures shall be reported. Water leaks or beverage spills shall be cleaned up as soon as they are discovered. Gum and tar shall be removed as soon as they are discovered.
D. <u>Shampooing</u> This procedure shall be employed twice yearly to ensure a clean and uniform appearance and to prolong the life of the carpeting. This is complete carpet cleaning and involves the use of one of several proven carpet cleaning techniques (rotary brush extraction, dry extractions, steam extraction, etc.) to thoroughly clean carpet. The choice of which technique to use is the prerogative of the Enclave coach. Care must be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed.	D. <u>Shampooing</u> Carpets which have been shampooed shall present a uniformly clean appearance with no evidence of surface soilage or spotting, the pile shall stand erect and the color shall be bright (steam extraction shall be performed at least one time per year).

TECHNICAL SPECIFICATIONS
CUSTODIAL SERVICES FOR NMPCP LABORATORY

GENERAL CARE	
TECHNICAL SPECIFICATIONS	PERFORMANCE STANDARDS
A. <u>Baseboard Cleaning</u> Baseboards shall be cleaned twice yearly and after all stripping, scrubbing, and refinishing procedures as necessary.	A. <u>Baseboard Cleaning</u> Baseboards shall be free from splashes, dirt, cobwebs, finish build-ups, streaks, crevice accumulations of dirt, etc.
B. <u>Drinking Fountain Cleaning and Disinfecting</u> Drinking fountains shall be cleaned daily. All surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry and polished. All trash and debris (gum wrappers, cigarette butts, etc.) shall be removed. Plumbing problems shall be reported to the maintenance staff for corrective action	B. <u>Drinking Fountain Cleaning and Disinfecting</u> Drinking fountains shall be free from trash and debris (gum wrappers, cigarette butts, etc.), dirt, fingerprints, smudges, streaks, spots, and stains. Wall areas around the fountains shall be free from water spots and streaks.
C. <u>Window and Glass Cleaning</u> All glass doors, partitions, and display cases shall be cleaned twice weekly. Metal trim shall be included in the cleaning process. Entrance doors only (5 doors)	C. <u>Window and Glass Cleaning</u> Glass shall be free from dirt, grime, smears, fingerprints, smudges, water spots or streaks, film and chemical residues. Metal trim, bases, edges, and frames shall be wiped clean and dry. Entrance doors only (5 doors)
D. <u>Utility Work</u> This category of job specification refers to those chores that are deemed necessary to be performed from time to time when the need arises for them to be performed.	D. <u>Utility Work</u> Unspecified.
E. <u>Emergency Custodial Services</u> Emergency services may include but are not limited to cleaning up spills, leaks, floods, sickness, animal wastes, breakage, etc. In the event an emergency situation is of such magnitude that regularly scheduled tasks cannot be accomplished, the BMS Supervisor shall be so informed	E. <u>Emergency Custodial Services</u> Emergency services shall be judged according to the nature of the procedure (i.e. separate standards apply to each function) and on the responsiveness to the situation.
F. <u>Special Jobs</u> Special cleaning for special functions cleaning of an area after repairs or refurbishing, restocking soap/towel dispensers in kitchens, break rooms, waiting/reception rooms, etc.	F. <u>Special Jobs</u> Unspecified.

COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

1. **AUTHORITY**-The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.
2. **DEFINITIONS**- Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

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

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

CONDITIONS OF BIDDING

3. **BID FORMS**-Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

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

4. **LATE BIDS & MODIFICATIONS OF BIDS**-
 - a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
 - b. **If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
5. **WITHDRAWAL OF BIDS**- Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.
6. **ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.
7. **LABELING OF BIDS** – All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
8. **ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
9. **CONDITIONAL BIDS**-Conditional bids may be rejected in whole or in part.
10. **BIDS FOR ALL OR PART**-The Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating, but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
11. **AREA BIDS**-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
12. **RECEIPT OF BIDS**-Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.
13. **BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 63, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <https://www.fairfaxcounty.gov/procurement/bid-tab>
- Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.
14. **OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.
- If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
15. **BIDDER INTERESTED IN MORE THAN ONE BID**-If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
17. **PROHIBITION AGAINST UNIFORM PRICING**-The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.
18. **UNBALANCED BIDS**—A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent, both mathematically and materially unbalanced, may be rejected as non-responsive.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

SPECIFICATIONS

19. **CLARIFICATION OF TERMS**—If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
20. **BRAND NAME OR EQUAL ITEMS**—Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
21. **SPECIFICATIONS**—When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

AWARD

22. **AWARD OR REJECTION OF BIDS**—The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.
23. In determining the responsibility of a bidder, the following criteria will be considered:
- The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - The quality of performance of previous contracts or services;
 - The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
 - The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - The quality, availability and adaptability of the goods or services to the particular use required;
 - The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
 - Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
24. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS**—A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
- County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
 - Acceptance Agreement
 - General Conditions and Instructions to Bidders
 - Special Provisions and Specifications
 - Pricing Schedule
 - Any Addenda/Amendments/Memoranda of Negotiations
25. **TIE-BIDS** – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

26. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
- c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.

27. INSPECTION-ACCEPTANCE- Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

28. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

29. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

30. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

31. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

32. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County shall have the right to terminate the contract. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

33. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.

34. SUBLETTING OR ASSIGNMENT -It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

35. **FUNDING-** 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 contract 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 will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
36. **DELIVERY/SERVICE FAILURES-**If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
37. **NON-LIABILITY-**The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
38. **NON-DISCRIMINATION-**During the performance of this contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
 - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended
39. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE-**
- a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
 - b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
 - c. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
40. **GUARANTEES & WARRANTIES-**All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
41. **PRICE REDUCTION-**If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

42. **CHANGES**-If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

43. **PLACING OF ORDERS**-Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

44. **SHIPPING INSTRUCTIONS - CONSIGNMENT**-Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
45. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED**-Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County's own property.
46. **INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
47. **COMPLIANCE**-Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.
48. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
49. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
50. **METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
51. **REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
52. **PACKING SLIPS OR DELIVERY TICKETS**-All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- The Purchase Order Number,
 - The Name of the Article and Stock Number (Supplier's),
 - The Quantity Ordered,
 - The Quantity Shipped,
 - The Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BILLING

53. **BILLING**-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

54. **PAYMENT**-Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
55. **PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
56. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

57. **GENERAL GUARANTY**-Contractor agrees to:
- Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
 - Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
 - Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
 - Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
 - Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
58. **SERVICE CONTRACT GUARANTY**-Contractor agrees to:
- Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
 - Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
 - Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
 - Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
59. **INDEMNIFICATION**-
- General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- b. Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 59, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- d. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

60. **OFFICIALS NOT TO BENEFIT-**

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

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

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

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

64. **VIRGINIA FREEDOM OF INFORMATION ACT**-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
 - e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).
 - f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.

BIDDER/CONTRACTOR REMEDIES

65. **INELIGIBILITY-**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:
 - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project;
 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

66. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 5.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

67. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

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

68. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 5.C of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 5.C, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

69. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

70. **LEGAL ACTION**-No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.
71. **VENUE**: This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.
72. **COOPERATIVE PURCHASING**-The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.
73. **DRUG FREE WORKPLACE**-During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
74. **IMMIGRATION REFORM AND CONTROL ACT**-Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
75. **AUDIT OF RECORDS** The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.
76. **NONVISUAL ACCESS**-All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

APPROVED:

/S/ Elizabeth D. Teare
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

BIDDER DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
Name: _____ Phone: _____
3. Years in Business: Bidder shall have at least three (3) years of experience providing this type of goods and services.
Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. Vendor Information:
eVA Vendor ID or DUNS Number: _____
5. Indicate below a listing of at least four (4) current or recent accounts (within the past 2 years), of laboratories, commercial or municipalities, that your company is servicing, has serviced, or has provided similar services. At least one (1) reference must be for cleaning a laboratory. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - B. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - C. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder:

☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

BUSINESS CLASSIFICATION SCHEDULE

PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL. This designation is requested of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications, nor does it establish preferences or set-asides for specific classifications.

Examples:

- A small Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority-Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government Agency/Public Body" in Step 1

NAME OF BUSINESS:

LAST 4 DIGITS OF TIN/EIN: _____ **SIGNATURE:**

Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.

☐ Small ☐ Large ☐ Non-Profit ☐ Government Agency/Public Body ☐ Shelter Workshop

Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.

☐ Women-Owned ☐ Minority-Owned ☐ Service-Disabled Veteran-Owned

DEFINITIONS

Small Business/Organization - "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

Minority Business - is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

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

Service-Disabled Veteran - means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service - connected disability rating fixed by the United States Department of Veterans Affairs.

Service-Disabled Veteran-Owned Business - is a business that is at least 51 percent owned by one or more service -disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

Shelter Workshop – a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience in the workshop.

Certification Regarding Ethics in Public Contracting

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

☐

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

☐

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder/Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 58 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation

PRICING SCHEDULE

Item No.	Item Description	UOM	Unit Price
1	Custodial Cleaning	Month	

Note: Any Bidder that enters \$0 or N/A in a pricing blank or leaves it blank may be considered nonresponsive for that item.

EQUIPMENT LIST			
	Item Description	Manufacturer	Quantity
Example	10-Qt. LineVacer Hepa Back Pack Vacuum	ProTeam	4

**** Vendors may submit more than one sheet of equipment listings.****

PRICING SCHEDULE

CONTACT PERSON:

List a contact person's name and telephone number for normal County working hours, 4:00 p.m. – 9:00 p.m., Monday – Friday. Answering machines are unacceptable as a point of contact (ref. Technical Specifications, paragraph 13.1).

For emergency calls, outside normal County working hours (nights and/or weekends), list a contact person's name and telephone number, or have a voicemail paging system or answering service. Bidders using a voicemail paging system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes (ref. Technical Specifications, paragraph 13.2).

Type of answering system used by your firm: _____ Voicemail Paging, _____ Answering Service

NORMAL WORKING HOURS:

Name: _____

Telephone Number: _____

Name: _____

Telephone Number: _____

EMERGENCY CALLS:

Name: _____

Telephone Number: _____

Name: _____

Telephone Number: _____

When was your (bidder) firm established _____ / _____
Month Year

REFERENCE:	
Name of Facility: _____	
Address: _____	
Point of Contact: _____	
Telephone Number: _____	Date of Work: _____

Firm's Supervisor Name: _____

Contact Number: _____

Is the above supervisor knowledgeable in all aspects of laboratory custodial services?

Yes _____ or No _____

Does the above supervisor have a minimum of three (3) years of experience in the commercial custodial related service?

Yes _____ or No _____

If yes, please fill out the below information:

REFERENCE 1:

Firm Name: _____

Position/Title: _____

Start/End Date: _____

Name of Facility(ies) work done: _____

Firm's Point of Contact: _____

Telephone Number: _____

REFERENCE 2:

Firm Name: _____

Position/Title: _____

Start/End Date: _____

Name of Facility(ies) work done: _____

Firm's Point of Contact: _____

Telephone Number: _____

Bidders should include their supervisor's resume.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	-----------------------------------	---------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.