

IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE PORTAL (<https://fairfaxcounty.bonfirehub.com>)

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

Submitting proposals via the Bonfire portal is **mandatory**. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this RFP. Reference Special Provisions, Section 12 for additional information.

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

SPECIAL PROVISIONS**1. PURPOSE AND INTENT:**

- 1.1. Fairfax County is soliciting sealed proposals from qualified Contractors to establish a contract or contracts through competitive negotiation for the provision of Gravity Sewer Rehabilitation Services for the Department of Public Works and Environmental Services (DPWES) – Wastewater Collection Division (WCD).
- 1.2. The County is updating the Sewer Rehabilitation program for pipelines from 8-inch thru 18-inch diameter and 48-inch thru 60-inch sewer manholes connected to these pipelines.
- 1.3. The County anticipates awarding up to two (2) contracts with approximately 50% of the available work being given to each Contractor at the start. During the contract period, the available work for any Awarded Contractor may be increased or decreased to ensure production levels are maintained within the County Sewer Rehabilitation program. The County in its sole discretion will determine if each Contractor is maintaining production levels to meet the program needs and how the work re-distribution will take place to ensure all work is completed in a timely manner.

2. PRE-PROPOSAL CONFERENCE:

- 2.1. An optional pre-proposal conference will be held on **May 5, 2020 at 11:00 A.M. EDT** by Zoom web conferencing. For the pre-proposal web conference, participants are required to register prior to the meeting. Please click on the registration URL (<https://zoom.us/meeting/register/tJEsceutqj4iGtS5rWjjhja4-127mQs82Fr>) to register and to receive the password to enter the Zoom meeting. The participants will be asked to wait in the waiting room until the host allows the participants to join the meeting.
- 2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference or no later than **May 13, 2020**.
- 2.3. To request reasonable ADA accommodations, call the Department of Procurement and Material Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven working days in advance of the event to make the necessary arrangements.
- 2.4. All communications and requests for information and clarifications shall be directed to the following procurement official:

 Nicole Cifci, CPPB, VCA, Contract Specialist II
 Department of Procurement and Material Management
 Telephone: (703) 324-2854
 Email: nicole.cifci@fairfaxcounty.gov
- 2.5. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 15.3)

3. CONTRACT PERIOD AND RENEWAL:

- 3.1. This contract shall be for a period of two (2) years from the Date of Award with three (3) one-year renewal options available, or any combination thereof, if agreeable to all parties.
- 3.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Department of Procurement and Material Management (DPMM).
- 3.3. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for

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Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. BACKGROUND:

- 4.1. The County (County) is a densely populated 406 square mile suburb of Washington D.C., located in Northern Virginia. The County's Department of Public Works and Environmental Services (DPWES) builds and maintains safe, reliable infrastructure that improves public health and provides a high quality of life for residents.
- 4.2. Fairfax County's Wastewater Management Program consists of Wastewater Collection Division (WCD), Wastewater Treatment Division (WTD) and Wastewater Planning and Monitoring Division (WPMD). The County's wastewater collection system is one of the nation's largest sanitary sewer systems, collecting and conveying approximately 100 million gallons of wastewater per day from county residents, businesses and adjoining jurisdictions. The wastewater generated within the County is treated by five (5) adjacent jurisdictions. Approximately 40% of the average daily flow is treated at the County's Noman M. Cole Pollution Control Plant. The collection system consists of over 3,300 miles of gravity sewer pipes ranging from 8 to 72-inch in diameter, over 100,000 associated structures, 63 pump stations, and 60 flow metering sites, over 150 grinder pumps and various supporting facilities spanning over 375 square mile area.
- 4.3. The department is accredited by the American Public Works Association (APWA). This prestigious national accreditation program recognizes public works agencies that comply with or exceed recommended best practices. The recognition affirms the department's commitment to providing the highest quality services to Fairfax County residents.
- 4.4. The Wastewater Collection Division (WCD) is tasked with the maintenance, asset management, long range capital planning, rehabilitation, and monitoring of the collection system and provides a 24x7 trouble response service. WCD is organized into three branches.

Gravity Sewer Branch: Performs routine inspection, cleaning, and maintenance of manhole and sewer lines.

Pumping Stations Branch: Responsible for the operation, maintenance, repair, and rehabilitation of the pumping stations, metering stations, and force mains.

Projects & Assets Branch: Oversees asset management, long range capital planning, coordinates design and construction, and rehabilitation/replacement projects for the wastewater collection system.

- 4.5. Fairfax County intends to utilize three (3) separate contracts concurrently to meet the needs of the County sewer system inspection, repair, and rehabilitation program. The three (3) anticipated contracts are as follows:
 - Sewer Rehabilitation (this contract)
 - Sewer Inspection and Cleaning (separate contract)
 - Sewer Access and Site Preparation (separate contract)
- 4.6. The annual sewer rehabilitation program budget is approximately \$6M to \$8M per year, with possible growth in future years.

SPECIAL PROVISIONS**5. STATEMENT OF NEEDS:**

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

- 5.1. Sewer pipeline rehabilitation will be accomplished using trenchless methods. Manhole rehabilitation will include repairs to all manhole components followed by the installation of various spray on products as needed to provide a structurally sound manhole. Excavation will be utilized to adjust manhole covers to grade as needed during manhole rehabilitation and during vacuum excavations when installing a cleanouts on a sewer lateral for bypass purposes when required to maintain sewer service.
- 5.2. The Sewer Rehabilitation industry is constantly creating and improving products for use in the marketplace. The County has determined the need for an updated contract that would add a variety of rehabilitation methods and allow the use of newer proven sewer rehabilitation systems. Key types of Sewer Rehabilitation and considerations being sought are:
 - CIPP- UV Cure, Water Cure, and Ambient Cure.
 - CIPP- Steam Cure will not be allowed.
 - Styrene free resins or products producing the least amount of styrene odors to minimize public complaint.
 - Non CIPP methods to rehabilitate pipelines for customers or situations where customers may have special needs or field conditions require alternative rehabilitation methods.
 - Grouting- Using quality gels that are environmentally friendly or have minimal VOC's. To be used for pipeline and manholes (joints and cracks).
 - Internal pipeline point or spot repairs.
 - Internal pipeline tap repairs to reduce I/I.
 - Structural and non-structural manhole rehabilitation.
 - Equipment and methods to rehabilitate off road pipeline and manholes with least impacts to the environment.
 - Equipment and methods to divert and bypass sewer flows during rehabilitation that are very safe and will impact sewer function the least.
 - Each product to meet or exceed quality and durability of comparable products being offered in the marketplace.
 - The quality control program and invoicing procedures must be easy to understand and manageable for all parties.
 - All types of rehabilitation will have a pre and post video to confirm work being done.
 - All cleaning operations to allow proper installation of the product without damage to the existing sewer utility or surroundings.
- 5.3. The purpose of this contract is to rehabilitate gravity sewer and sanitary sewer manholes located throughout Fairfax County. It is anticipated that in total, approximately 30 – 40 miles of sewer rehabilitation and approximately 2,000 vertical feet of 4' diameter and 5' diameter manholes will be performed each year. The offeror shall provide a general description of key challenges associated with this work and how these challenges will be addressed for the duration of the project period.
- 5.4. The offeror shall describe how your Safety Program ensures compliance to all safety regulations. Include procedures used for confined space, traffic controls, protective personal equipment, handling of hazardous materials, styrene monitoring, controlling styrene order complaints and other safety measures needed to accomplish this work. Provide action plans with key contacts of persons who are assigned to respond to non-compliant safety events with documentation of required training and processes. The offeror is expected to review the Fairfax County Safety resolution and become familiar with the requirements. The offeror shall use this section to describe the company's overall safety program, safety record and general approach to safety on projects of similar size and scope.

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- 5.5. The offeror shall provide a written description of the procedures that the offeror has in place to complete work of this nature. Describe typical workflows, approximate durations, and communication protocol in place to successfully complete this work.
- 5.6. The offeror shall provide a written description of the procedures for identifying, notifying and remediating sewer spills caused by sewer rehabilitation operations. Provide a history of spill occurrence and how these occurrences have been closed with regulatory agencies.
- 5.7. The offeror shall provide a written description of the procedures for identifying, notifying and remediating sewer backups into homes and businesses caused by sewer rehabilitation operations. Provide a history of such occurrences and how these occurrences have been closed with regulatory agencies and property owners.
- 5.8. The offeror shall describe their company's customer service/public relations program, down to the frontline crews, and including sub-contractors, and include examples of written correspondence to and from citizens, information provided at public meetings, and all training provided to your employees. The offeror must possess the communications skills to disseminate information to the public, whether in the form of written notices mailed or hand delivered, presenting information at public meetings or providing assistance to those households adversely affected by the rehabilitation process. Detail any proposed public relation tools that would be utilized under this contract (i.e. letters, mailing, website, etc.).
- 5.9. The offeror shall provide a general description of the materials, and procedures being proposed for use in the sewer pipeline and manhole rehabilitation processes.
 - Type and properties of materials and resins. Include Manufacturers' recommendations.
 - Description of inspection, cleaning, installation, lateral reinstatement, and quality control procedures.
 - Disposal of excess materials and debris resulting from cleaning operations.
 - Public notification procedures
 - Range of pipe and manhole diameters that can be rehabilitated with this process.
 - Maximum length between access points and/or depth limitations.
 - Methods for maintaining flows.
 - Proposed corrective methods for installation problems:
 - incomplete curing
 - non-uniform installation
 - missed service lateral
 - service lateral plugging
 - Terms of rehabilitation system manufacturer's warranty.
 - Styrene/Odor Control:
 - How contractor plans to mitigate styrene / odor emissions
 - Complaint response plan, available 24 hours a day and 7 days a week, including holidays
 - Providing documentation to County explaining resolutions to all complaints
- 5.10. The offeror shall provide a list of equipment proposed for use in the rehabilitation process. Offerors list of equipment being proposed for use in the rehabilitation process shall include, but is not limited to; manufacturer, age, type, serial number(s), and quantity. Fairfax County reserves the right to inspect all equipment submitted in reference to these documents.

6. CONTRACTOR REQUIREMENTS:

- 6.1. The Contractor shall perform all work in accordance with all applicable Federal, State, County, and local ordinances as well as industry standards and the Technical Specifications listed in Attachment B. The Contractor shall possess all the required licenses and permits to do business with the County.

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- 6.2. Projects will be released throughout the calendar or fiscal year by WCD through this contract. It is anticipated that a total approximate average of 2-3 miles of 8-inch to 18-inch gravity sewer and associated manholes be rehabilitated each month. The Contractor will be responsible for managing all work associated with completing the work, including but not limited to providing all labor, supervision, materials, equipment, tools, transportation and supplies to complete the rehabilitation work, obtaining permits and approvals, conducting public outreach, etc.
- 6.3. In general, the Contractor will:
- a. Conduct a preliminary site inspection for each site where work will take place in advance of the work to determine what materials, labor and equipment will be needed to install each item listed in the cost proposal summary in accordance with the contract documents. The contractor will ensure all work areas are accessible.
 - b. Obtain permits and approvals through appropriate agencies, including but not limited to Virginia Department of Transportation, Fairfax County Park Authority. If wetland permits are required, the County will obtain these permits in advance if possible. All other permits will be the responsibility of the Contractor.
 - c. Establish traffic control or any other work required to properly perform gravity sewer rehabilitation in accordance with local, state, and federal requirements.
 - d. Perform preliminary NASSCO compliant closed circuit television (CCTV) inspection of subject gravity sewer pipeline and NASSCO MACP compliant level I inspection of manholes.
 - e. Thoroughly clean sanitary sewer piping systems and structures to successfully rehabilitate subject gravity sewer and associated manholes.
 - f. Furnish all labor, materials, tools, equipment, supervision, transportation and any incidentals necessary to perform any necessary internal point repairs, establish bypass systems, and perform gravity sewer rehabilitation and manhole rehabilitation.
 - g. Re-establish lateral connections using robotic reinstatement methods.
 - h. Perform NASSCO compliant post rehabilitation CCTV video inspection of pipelines and NASSCO MACP compliant level I inspection of manholes.
 - i. Perform manhole rehabilitation.
 - j. Manage all subcontractors and resources utilized for the project.
- 6.4. The work anticipated under this contract can be identified as two (2) categories; work within roadways and work off roadways. The majority of work completed under this contract will occur within roadways or in areas where access to manholes and sewer lines does not require establishing new access.
- 6.5. Where access to perform rehabilitation work under this contract is not established or where work is being performed in off roadway installations, the Contractor may be required to coordinate sewer site access with the Sewer Access and Site Preparation contractor to perform the work. A description of the coordination to be provided by the Contractor is included in the technical specifications and all costs for coordination will be provided at no additional cost to the County.
- 6.6. No compensation will be given for lack of coordination between contractors or the County. When deemed necessary by the County, consultant engineers will be utilized to assist with obtaining permits in off-road areas. It will be the responsibility of contractor to obtain all other permits for their work and written authorization from property owners when using private lands. The Contractor will provide copies of permits and written authorization from property owners to the County.
- 6.7. Due to the nature of the Sewer Rehabilitation program, the involvement of the Contractor in the planning phase and subsequent phases for off-road work does not guarantee work for the Contractor as a result of that involvement. It is the goal of the County to ensure when sewer rehabilitation is needed, all permits are in place prior to the work and the Contractor will be able to access the sewer system without great difficulty. It is the intent of the County to involve the Contractor in the planning phase of the work to ensure their requirements for access to the work can be met. However, if permits are delayed beyond the contract

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expiration date or not approved, site access cannot be obtained, sewer inspections do not yield the need for sewer rehabilitation or the work cannot be issued before the contract expires due to other reasons, the County may elect to not issue work and the Contractor will not receive any compensation for his involvement

- 6.8. The majority of work performed via this contract is routine and accessible. However, some work may require establishment of access prior to initiating the work. The following is an example workflow, **where access needs to be established prior to the performance of sewer rehabilitation**. Under this scenario, the Contractors will be expected to participate in multiple coordination meetings related but not limited to: Site preparation meeting, replace/repair meeting, pre-rehabilitation sewer pipelines and manholes meeting:

- **Site Preparation-** This involves a pre-site meeting to be attended by the representatives of the rehabilitation contractor to determine how the site may be accessed, and what access is necessary to perform the sewer rehabilitation. Thereafter, the County will obtain wetland permits and site plan approval. Once permits, permissions and plans are approved, the Site Prep Contractor will prepare the site access for inspection, sewer repair by excavation and/or sewer rehabilitation as needed. All sediment controls, access roads and other installed items will be left on site and the site prep Contractor will demobilize his crew and equipment. Equipment may be left on site if not obstructing or impeding subsequent work by other contractor's, but no additional payment will be made to store equipment on site.
- **Sewer System Inspection Data (if necessary)-** In most instances, the County will have previously acquired inspection data to determine what repairs or rehabilitation are required for the sewer system. However, If the County does not have a current condition assessment inspection of the sewer system, an inspection may be performed by Fairfax County inspection crews or contracted inspection companies under a separate contract. Once sewer inspections have been completed, all inspection crews will be demobilized within two weeks of notice. Results of the inspection will be utilized to determine how the sewer system will be repaired or rehabilitated. The sewer inspection contractor is responsible for any damage to sediment controls or other items installed on site and to effect repairs at no additional cost. Items damaged by Fairfax County will be repaired by County resources.
- **Replace or Repair Sewer Pipelines and Manholes (if necessary) -**The County will require the Site Prep Contractor to re-mobilize to the site within two weeks of notification if repairs are made by excavation. Sewer pipes and manholes that have been inspected and slated for replacement will be repaired by the Site Prep Contractor. The Site Prep contractor is responsible for any damage to sediment controls or other items installed on site and to effect repairs at no additional cost. Roadways must be kept clean. Once repairs are complete the contractor will demobilize within two weeks of notice. Equipment may be left on site if not obstructing the sewer rehabilitation contractor's work, but no additional payment will be made to store equipment on site.
- **Rehabilitate Sewer Pipelines and Manholes-** The County will require the sewer rehabilitation contractor to install CIPP within pipelines and spray on products at manhole which require rehabilitation within the area of the site. Once sewer pipelines and manholes have been rehabilitated the sewer rehabilitation contractor will demobilize within two weeks of notice. The sewer rehabilitation contractor is responsible for any damage to sediment controls or other items installed on site and to perform repairs at no additional cost.
- **Site Restoration-** Site Prep Contractor will re-mobilize to the site within two weeks of notification. All sediment controls and other items installed by the Site Prep Contractor will be removed and the site will be restored to its original condition within 60 days.

SPECIAL PROVISIONS**7. TECHNICAL PROPOSAL INSTRUCTIONS:**

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

7.1. Tab 1 – Introduction:

- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
 - At a minimum, the Offeror should include the following:
 - Background information about the organization
 - Identification of Main Point of Contact for the Contract and their experience with the company
 - Offerors local office location (location where work will be performed from)
 - Offerors size, facilities and location
 - Number of years Offeror has been providing these types of services

7.2. Tab 2 – Statement of Qualifications:

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
 - i. Provide an organization chart that includes at a minimum:
 - a. Prime contractor and subcontractors required to complete work required under this contract.
 - b. Program Manager/Principal in Charge – Person who will be main point of contact for initiating work. Must have signature authority within the company to commit resources for this contract.
 - ii. CIPP Lining - Superintendent – Responsible for day to day field activity associated with the CIPP lining. Must be located within 100 miles of Fairfax County. Each Superintendent shall have a minimum of five years' experience supervising the installation of CIPP for sanitary sewer pipes in North American and shall have successfully installed a minimum of 50,000 linear feet of CIPP sanitary sewer in North America ranging from 8-inch to 18-inches in diameter using the specific liner material and the specific cured-in-place pipe process being proposed.
 - iii. Manhole Rehabilitation – Superintendent – Responsible for day to day field activity associated with the manhole rehabilitation. Must be located within 100 miles of Fairfax County and have experience installing a minimum of 5,000 vertical feet of manhole rehabilitation (calcium aluminate and epoxy) products
- b. The offeror must show that they have been in the business for a minimum of three years in North America, and must have successfully rehabilitated, within North America, a minimum of 50,000 linear feet of 8 to 18 inch diameter sanitary sewer within the last three (3) years, using the specific liner material and the specific cured-in-place pipe process proposed in their response to this solicitation. In addition, the contractor must also have at least 2 years, minimum of 1,000 vertical feet of manhole rehabilitation or 100 manholes successfully rehabilitated within North America.
- c. The offeror must provide that they have completed sewer bypass projects/jobs within the last three (3) years where work performed included furnishing all materials, labor, equipment, power, installation of a temporary sewer bypass pumping systems of similar size and scope as needed to divert existing sewer flows.

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- d. Contractor shall have installed a minimum of 100,000 linear feet of CIPP for gravity sewers ranging in size from 8 to 18 inches in diameter within the last three (3) years. Contractor shall provide the required attachments with their proposal demonstrating work experience for the past three (3) years. The following information shall be included with the formwork:
- Customer Name and Location of Contract
 - Size and Lengths of Sanitary Sewer Rehabilitated by CIPP
 - Start and Completion Date
 - Total Cost of Project
 - Name and Phone Numbers of Major (>25% of work) Subcontractors (if applicable)
 - Customer Information: Name, Phone Number, Address, Email and Title of the Primary Point of Contact
- e. The offeror must provide work history that includes cleaning of sewers; pre-television inspection; diversion pumping; lining by CIPP method; reinstatement of lateral connections; re-televising and video recording after rehabilitation; inspection and testing; clean-up; rehabilitation of manholes, pipeline grouting, manhole grouting, internal point repairs and all miscellaneous work as specified in the Technical Specifications.
- Description of experience with projects of similar size and scope. Demonstrate ability of the following:
 - Quality lining and service
 - Meeting deadlines
 - Operating with minimum disruption
 - Adhering to budget
 - Providing timely invoicing
- f. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference within the last 3 years.
- g. Personnel/Team: Outline Full-time and part-time staff, proposed consultants, joint ventures, other forms of partnership, and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.
- Overview of project team including any major subcontractors that may be used on this project:
 - History of prior performance between prime and subcontractors
 - Indicate services to be provided by prime and services to be provided by subcontractors

Owner reserves the right to approve personnel used and can request new personnel due to performance issues.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. For Key Personnel, resumes are to include the following:

- Years' experience
- Years with current company
- Percent available for this County contract/project
- Certifications

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- Office location
- Current contact information (address, email, telephone)
- Experience on projects of similar size and scope

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

- h. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
- i. Bonding Capacity: Provide your firm's maximum bonding capability. Offerors must be capable of securing a bond of \$5 million. Provide evidence of your firm's ability to meet this criterion.
- j. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.

7.3. Tab 3 – Understanding the Statement of Needs:

The technical narrative should address separately each of the "Statement of Needs" described in Section 5 of the Request for Proposal and responses should be keyed to appropriate paragraph numbers providing the following information below:

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

- a. Statement and discussion of the requirements as they are analyzed by the offeror.
- b. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the Statement of Needs and achieving project objectives.
- c. Offeror's shall provide a written description of the procedures that the Offeror has in place to complete work of this nature. Describe typical workflows, approximate durations, and communication protocol in place to successfully complete this work.
- d. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the Statement of Needs.
- e. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project. Provide a general description of key challenges associated with this work and how these challenges will be addressed for the duration of the project period.
- f. Offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Statement of Needs" section, and may propose alternative approaches.

SPECIAL PROVISIONS**8. COST PROPOSAL INSTRUCTIONS:**

- 8.1. The offeror must submit their response to the Cost Proposal as instructed in Bonfire fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Attachment C).
- 8.2. The unit prices shall include all costs to completely furnish and install each item. Costs may include but are not limited to delivery, taxes, equipment, labor, fees, disposal of materials, incidentals and any other expenditures required to provide each item listed in the Cost Proposal. Upon acceptance of each item payment will be made in accordance with Section 01025, Measurement and Payment.
- 8.3. Offeror shall include any other pricing that may be relevant to services being offered.

9. PRICING:

- 9.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices, not to exceed 3%.
- 9.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 9.3. Price decreases shall be made in accordance with paragraph 40 of the General Conditions & Instructions to Offerors. (Appendix A)

10. TRADE SECRETS/PROPRIETARY INFORMATION:

- 10.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 10.2. **The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary.** Disposition of material after award(s) should be stated by the offeror.
- 10.3. Request for Protection of Trade Secrets or Proprietary Information (Attachment A4) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 10.4. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

11. REQUIRED SUBMITTALS:

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

SPECIAL PROVISIONS**12. SUBMISSION OF PROPOSAL:**

- 12.1. Proposals must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Submissions will only be accepted through the portal. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com or click on the link "Contact Bonfire Support here" under Need Help?. (Note: it takes an average of 16 minutes to an hour for a response). Therefore, offerors shall take the necessary steps to submit their proposals in advance.
- 12.2. Offerors can view all the user guide which provides step by step instructions regarding use of Bonfire: <https://support.gobonfire.com/hc/en-us/categories/360000773733-User-Guides>.
- Listed below are some helpful guides that will assist offerors regarding Registration and Submission:
- Vendor Registration
<https://support.gobonfire.com/hc/en-us/articles/360011135513-Vendor-Registration>
 - Creating and uploading a submission
<https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors->
- 12.3. If, at the time of the scheduled proposal closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire system.
- 12.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.
- 12.5. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive, and easy to follow manner.
- 12.6. Unnecessarily elaborate brochures of other presentations beyond what is considered sufficient to present a complete and effective proposal is not desired.
- 12.7. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

13. ADDENDA:

- 13.1. Offerors are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within five (5) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.
- 13.2. Notice of addenda will be posted on eVA, DPMM current solicitation webpage, and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/solicitation or <https://fairfaxcounty.bonfirehub.com>.

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

14. PROPOSAL ACCEPTANCE PERIOD:

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

15. BASIS FOR AWARD:

- 15.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 15.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 15.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 2.4 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 15.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 15.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 15.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Qualifications of firm with appropriately qualified and experienced personnel (ref. Special Provisions, Section 7.2.) **(points 35)**
 - b. Detail response to the Special Provisions, section 5, STATEMENT OF NEED (ref. Special Provisions, Section 7.3.) **(points 45)**
 - c. Reasonableness of cost proposal **(points 20)**

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

16. INSURANCE:

- 16.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damages or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 16.2. The Contractor shall, during the continuance of all work under the contract provide the following:
 - a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
 - c. The Contractor agrees to maintain owned, non-owned, and hired Commercial Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Commercial Automobile Liability policy, or a Comprehensive General Liability policy.
 - d. The Contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per claim to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

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- f. Rating Requirements:
 - (1) Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
 - (2) European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

Indemnification: Article 58 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
- g. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent before any work is started.
- h. The Contractor will secure and maintain all insurance certificates of its subcontractors, if any, which shall be made available to the County on demand.
- i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the Contractor while in their care, custody and control for the use of this contract. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten (10) business days of demand by the County. These certified copies will be sent to the County from the contractor's insurance agent or representative.
- 16.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 16.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 16.5. The County, its officers and employees shall be named as an "additional insured" in the General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

17. METHOD OF ORDERING:

- 17.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 17.2. 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.
- 17.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 17.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 17.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

SPECIAL PROVISIONS**18. REPORTS AND INVOICING:**

- 18.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 18.2. The Contractor shall provide draft and final invoices for all completed work and must include the following information:
- a. Contractor Name and Address
 - b. Invoice Number and Purchase Order Number
 - c. The name of the County department
 - d. Invoice Date and Date of Job
 - e. Year and Phase of Work
 - f. Grid and Manhole Numbers
 - g. Street name
 - h. Unit Rates
 - i. Quantity of Materials Used
 - j. Total Cost of Invoice
 - k. Final Invoice to include signature by company official who has authority to approve payments
 - l. Submit all invoices complete with all the required items. Partial and incomplete invoices will not be accepted and will be rejected. When resubmitting Rejected submittals, the new Invoice number will be the same with the addition of an alpha code. Example: Invoice 607 becomes 607A, then 607B then 607C and so forth until accepted.
 - m. Submit invoices and documentation using County supplied Citrix web-site.
- 18.3. Additional documentation shall be provided for the draft and final invoices for each of the following projects:
1. Installed CIPP:
 - a. Provide Pre and Post CCTV reports with each Invoice and with video inspection NASSCO compliant and compatible with WinCan.
 - b. Provide wet out and cure reports with each Invoice. May use ZIA systems, VeriCure, or similar web-based curing log documentation.
 - c. Clearly label and date each, wet out, cure report, pre and post CCTV to identify the correct sewer line segment it represents.
 - d. Invoices for sewer line segments slated for sampling may not be paid until test results for samples have been submitted and accepted by the County. The County will require 20% of installed CIPP footage to be sampled at random locations selected by the County.
 2. Installed Manhole Rehabilitation:
 - a. Provide Pre and Post NASSCO MACP Level 1 Inspection. This includes photographs as outlined in the NASSCO PACP/MACP/LACP manual.
 - b. Provide quality assurance reports per recommendations of Manufacture or supplier of manhole products.
 - c. Clearly label and date each, report, pre and post photograph(s) to identify the correct manhole it represents.
 3. Sewer Cleaning, Installed Mechanical Liners, Sewer Pipeline Repairs, and Grout and Internal Point Repairs:
 - a. Provide Pre and Post CCTV reports with each Invoice and with video inspection NASSCO compliant and compatible with WinCan.
 - b. Provide quality assurance reports per recommendations of Manufacture or supplier of manhole products.
 - c. Clearly label and date each, report, pre and post CCTV to identify the correct cleaning location it represents.

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4. Bypass, Fencing, and Specialized Mobilization:
 - a. Supporting documentation

- 18.4. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 18.2. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

19. CHANGES:

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

20. DELAYS AND SUSPENSIONS:

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

21. ACCESS TO AND INSPECTION OF WORK:

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

22. DATA SOURCES:

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

SPECIAL PROVISIONS**23. SAFEGUARDS OF INFORMATION:**

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

24. ORDER OF PRECEDENCE:

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

25. SUBCONTRACTING:

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

26. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 26.1. Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer.
- 26.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 26.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 26.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 26.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

27. NEWS RELEASE BY VENDORS:

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

SPECIAL PROVISIONS**28. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

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

29. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 29.1. 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.

30. FAIRFAX COUNTY CONSTRUCTION SAFETY RESOLUTION:

The Offeror shall comply with the resolution adopted by the Fairfax County Board of Supervisors on December 8, 2003, as amended:

- 30.1. It shall be required that each bid submitted to the County for a contract for construction, alteration, and/or repairs, including painting or decorating of a building, highway, street, bridge, sidewalk, culvert, sewer, excavation, grading, or any other construction, include a list of all the following actions which have become final in the three years prior to the bid submission:
- a. Willful violations, violations for failure to abate, or repeated violations, for which the bidder was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan for any other public jurisdiction; or
 - b. Three (3) or more serious construction safety violations for which the bidder was cited by the (a) United States Occupational Safety and Health Administration; or (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan from any other public jurisdiction.
 - c. Termination of a contract between the contractor and any public entity by their purchasing agent or his designee for safety violations.
- 30.2. If the bidder has not received or been the subject of any such violations referenced in paragraph 30.1 in the three (3) years prior to the bid submission, then the bidder shall so indicate by certification on the bid form entitled Certification of Safety Violations. The bidder will also indicate on this form each state in which work was performed in the three (3) years prior to the bid submission.

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- 30.3. No bidder or contractor may bid on a County construction contract who has been the subject of any citations for the type and number of violations listed in aforementioned paragraph 30.1, which have become final within the three (3) years prior to the bid submission.
- a. Notwithstanding the language of paragraph 30.3, above, any bidder or contractor who has been the subject of a violation, as described in paragraph 30.1 A, which has become final in the three (3) years prior to the bid submission, may bid, if the bidder or contractor meets the eligibility criteria set forth in paragraph 30.4, below.
 - b. Notwithstanding the language of paragraph 30.3, above, any bidder or contractor who has been the subject of the type and number of violations as described in paragraph 30.2, which have become final within three (3) years prior to bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph 30.5, below.
 - c. Notwithstanding the language of paragraph 30.1.C, above, any bidder or contractor who has previously been terminated from a public contract, as described in paragraph 30.1.C, within three (3) years prior to the bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph 30.5, below.
- 30.4. Prior to bidding on a project, under the provisions of paragraph 30.3 above, a contractor may request that a determination be made by the County's Purchasing Agent or designee, regarding their eligibility to submit a bid on a contract under the terms of this resolution. However, this request for determination and any subsequent adjudication process must be completed prior to submitting a bid on any project and the request for determination must be received by the County's Purchasing Agent or designee no later than twenty-one (21) days before bids are due unless otherwise stated in the Solicitation. A notice of the bidder's request for determination of eligibility will be posted publicly for comments by any interested party. The bidder's request for determination of eligibility and all supporting documentation provided by the bidder to the County in support of its request shall be open to the inspection of any interested person, firm or corporation in accordance to the requirements of Fairfax County Purchasing Resolution and Virginia Freedom of Information Act.
- 30.5. At the request of the Purchasing Agent or designee, the County Risk Manager shall evaluate a contractor's eligibility. Contractors may be subject to a special audit of their safety records as required. The criteria used by the Risk Manager in evaluating contractor's eligibility shall include but not be limited to the following:
- a. Corrective action taken by a bidder or contractor to prevent the recurrence of safety violations.
 - b. Days Away From Work Incident Rate for the past three (3) years.
 - c. Summary of Work-Related Injuries and Illnesses/Incident Rate for the past three (3) years.
 - Worker's Compensation Experience Modification Rating for the past three (3) years.
 - Fatality record for the past five (5) years.
 - Detailed information regarding the firm's safety program including but not limited to a Safety and Health plan and qualifications of the safety personnel.
 - Verification that management staff directly in charge of projects that experienced safety violations listed in aforementioned paragraph A will not be involved in the County project.
 - Incorporation of safety and health related issues into their new employee orientation programs.
 - Incorporation of work safety as a part of an employee's performance evaluation.
 - Support of safety related matters by senior/corporate management. Does the firm have a safety policy statement signed by a member of senior/corporate management?
 - Designation of a full time Safety Manager. Does this person report to a high level, authoritative position within the Company?

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- Frequency and type of safety inspections conducted at work sites.
 - The number and type of safety training programs conducted for employees.
 - Frequency of safety "tailgate meetings" conducted by the firm.
 - Designation of an active safety committee, frequency of their meetings and list of members of the committee.
 - Active membership in a recognized construction safety organization in the Washington Metropolitan area, or in the state of contractor's domicile.
- 30.6. The determination of eligibility rendered by the Purchasing Agent or his designee shall be final unless it is appealed in accordance with the provisions of the solicitation or the Fairfax County Purchasing Resolution.
- 30.7. It shall be a condition of each County construction contract, as discussed above, that no contractor or subcontractor contracting for any part of the contract work shall require any laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.
- 30.8. The contractor awarded a County construction contract shall certify in writing that they will not knowingly, willfully, or recklessly employ or contract with any person, company, corporation, or any other entity for services pursuant to that contract if such person, company, corporation, or other entity could not have been awarded such contract due to the restrictions in paragraph 30.3, above.
- 30.9. The contractor shall also certify in writing that all safety related information provided in accordance with the Safety Resolution and contract requirements are complete, accurate and truthful.
- 30.10. The failure to provide information requested pursuant to this Resolution or the failure to conform to the certification requirements of this Resolution shall be grounds for disqualifying a prospective bidder.
- 30.11. The County may impose the following sanctions upon a contractor who willfully submits any false or misleading certification or information regarding material facts in connection with submissions pursuant to this Resolution, or willfully omits any certification or information regarding material facts in connection with submissions pursuant to this Resolution. The term willful shall include intentional or reckless acts or omissions.
- a. Disqualify the prospective bidder from bidding a contract.
 - b. Debar the contractor from bidding future contracts for a period not to exceed three years.
 - c. Terminate the contract awarded to the bidder after providing notice and opportunity to be heard.

31. STATE REGISTRATION OF OFFEROR:

- 31.1. If a contract is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is seven hundred-fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54.1, Chapter 11, Code of Virginia (1950), as amended, to show evidence of being licensed as a "Class A Offeror." (Non Virginia licenses are not acceptable). If a contract is seventy-five hundred (\$7,500) dollars or more but less than one hundred and twenty thousand dollars (\$120,000), the bidder is required to show evidence of being licensed as a "Class B Offeror". If a contract is one thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), the bidder is required to show evidence of being licensed as a "Class C Offeror."
- 31.2. **The Code of Virginia does not allow an unlicensed Offeror to submit a bid where the resultant contract will require a license. The bidder shall provide a copy of the license with their bid.**

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- 32.1. Due to enhanced security measures, Contractor employees, representatives and sub-contractors are required to display company photo identification badges above the waist at all times while on the job site, supplied by the contractor. Contractor employees, representatives and sub-contractors who arrive at the job site without appropriate identification badges will immediately be dismissed from the job site.
- 32.2. The selected Contractor, and its sub-contractors, will be required to submit written documentation of an acceptable "Criminal History" background check, that is not older than 6 months, for all employees, representatives, and sub-contractor's prior to receiving any "Notice to Proceed" under this contract, and at any time deemed necessary by the Fairfax County Police Department or Sheriff's Office. If any employee leaves and is rehired by the Contractor a new "Criminal History" must be obtained prior to the employee starting work in Fairfax County. Criminal History must be renewed yearly from the date of first clearance.

NOTE: For security reasons, Criminal History information must be sent via hardcopy or CD/Disc by certified mail to: Director, Wastewater Collection Division, 6000 Freds Oak Rd, Burke, VA 22015.

33. BONDS:

- 33.1. Bonds are required for any project with a cost of \$500,000 or more per the Fairfax County Purchasing Resolution.
- 33.2. The contractor shall furnish, within twenty-five (25) calendar days after notice to proceed or purchase order, the following bonds, issued by a surety company licensed and authorized to conduct business in the State of Virginia, made payable to the County of Fairfax. All bonds must clearly make reference to the applicable project, contract number, and title.
 - a. Performance Bond in the amount equal to one hundred percent (100%) of the contract price on AIA Document A312-2010, Edition or equivalent.
 - b. Labor and Materials Payment Bond in an amount equal to one hundred percent (100%) of the contract price on AIA A312-2010, Edition or equivalent.
- 33.3. Failure to provide the required bonds, within twenty-five (25) calendar days, will constitute a material breach of the contract, for which the County may terminate the contract for cause.
- 33.4. The County reserves the right to require additional bonds for any individual project. Also reserves the right to increase or decrease the amount of the bonds based on the work requirement.

34. ADDITIONAL OR SUBSTITUTE BOND:

- 34.1. If the Owner becomes dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason, each Bond shall cease to be adequate security to the Owner, the Contractor shall substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the Owner within five (5) days after notice. The premiums on such bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new sureties shall have qualified.

35. OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:

- 35.1. If:
 - A. the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or

SPECIAL PROVISIONS

- B. a receiver or liquidator shall be appointed for the Contractor or for any of his/her property and shall not be dismissed within 20 days, or after such an appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or
- C. the Contractor shall refuse or fail, after Notice of Warning from the County Project Manager, to supply enough properly skilled workmen or proper materials; or
- D. the Contractor shall refuse or fail to prosecute the work with such diligence as will insure its completion within the period specified (or any duly authorized extension) or shall fail to complete the work within said period; or
- E. the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or
- F. the Contractor shall fail or refuse to regard laws, ordinances, or the instructions of the County Project Manager, or otherwise be guilty of a substantial violation of any provision of this contract, then and in any such event, the Owner, without prejudice to any other rights or remedy it may have, may by seven (7) days' notice to the Contractor, terminate the employment of the Contractor and his/her right to proceed either as to the entire work or (at the option of the Owner) to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor shall exceed the expense of completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay) such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balance, the Contractor and his/her sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and use such materials, appliances, supplies, plans and equipment as may be on the site of the work, and necessary therefore, for completing the work. If the Owner does not so terminate the right of the Contractor to proceed, the Contractor shall continue the work.