



Department of Financial Services

FAIRFAX COUNTY
PUBLIC SCHOOLS

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

NOTE: Fairfax County Public Schools conducts all procurement activities in accordance with delegated authority from the Purchasing Agent of Fairfax County Government. Bids and proposals in response to FCPS solicitations must be delivered to the address above on or before the date and time stipulated in the solicitation.

RFP 2000002294 Refuse and Recycling Services

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held at on May 31, 2017 at 10:00 a.m. at Fairfax County Public Schools, 8115 Gatehouse Road, Conference Room 4050/4051, Falls Church, Virginia 22042-1203. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors 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 proposal. Proposals will only be accepted from those offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract administrator at jrshomo@fcps.edu prior to the pre-proposal conference and/or no later than seven business days prior to the closing of the RFP.



Department of Financial Services

FAIRFAX COUNTY
PUBLIC SCHOOLS

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

ISSUE DATE: May 16, 2017	REQUEST FOR PROPOSAL NUMBER: RFP2000002294	TITLE: Refuse and Recycling Services
DEPARTMENT: Facilities Services	DUE DATE/TIME: June 15, 2017 @ 2:00 p.m.	CONTRACT ADMINISTRATOR: Jordan Shomo 571-423-3596 or jshomo@fcps.edu

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, 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 proposal, Offeror 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 Appendix B, and by any other relevant certification set forth in Appendix B.

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: ☐ LARGE (Y) ☐ SMALL (B)

☐ MINORITY-OWNED SMALL (X) ☐ MINORITY OWNED LARGE (V) ☐ WOMEN-OWNED SMALL (C)

☐ WOMEN OWNED LARGE (A) ☐ NON PROFIT (9)

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which Incorporated: _____

Vendor Legally Authorized
Signature

Date

Print Name and Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Director of the Office of Procurement Services at 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS

1. SCOPE OF SERVICES:

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract through competitive negotiation for the provision of Collection and Disposal of Refuse and Recyclable Materials for Fairfax County Public Schools.

2. MINIMUM QUALIFICATIONS

- 2.1. The following are the minimum qualifications an Offeror must meet or exceed, at the time of submission, in order for FCPS to accept a proposal as responsive. Each Offeror must address how it meets each of the below minimum qualifications when submitting its Technical Proposal
 - a) Minimum 10 years of service (Reference Appendix B, page 36)
 - b) Provide 3 references providing collection and disposal of refuse and recyclable materials (Reference Appendix B, page 36)
 - c) List of vehicles (Reference Technical Specification, paragraph 9)
 - d) Provide sample reports (Reference excel file "Attachment 2.xlsx" available at: <http://www.fairfaxcounty.gov/solicitation/>.)
 - e) Scales for all trucks that service FCPS locations (Reference Technical Specifications, paragraph 10.1)
 - f) Detailed recycling plan (Reference Technical Specifications, paragraph 3.4, page 18)
 - g) Resume of Recycling coordinator (Reference Technical Specifications, paragraph 3.5 & 3.6, Page 18)
- 2.2. If an Offeror fails to respond to each qualification, or if FCPS determines from the response that an Offeror does not meet any one of the minimum qualifications, its proposal may be deemed non-responsive and disqualified from further consideration.

3. PRE-PROPOSAL CONFERENCE:

- 3.1. A mandatory pre-proposal conference will be held on May 31, 2017 at 10:00 a.m. in the Fairfax County Public Schools Gatehouse Administration Center I, Conference Center Room 4050/4051, 8115 Gatehouse Road, Falls Church, Virginia 22042-1203. To request reasonable ADA accommodations, call the Office of Equity and Employee Relations at 571-423-3070, HRequity&empolyeerelations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 3.2. 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 to jrshomo@fcps.edu

4. CONTRACT PERIOD AND RENEWAL:

- 4.1. This contract will begin on the date of award and terminate on August 31, 2022 with additional renewal options.
- 4.2. Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through the Office of Procurement Services. FCPS reserves the right to renew the contract for three (3) additional one-year periods.
- 4.3. Notice of intent to renew will be given to the Contractor in writing by the Office of Procurement Services, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)

SPECIAL PROVISIONS

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

5. BACKGROUND:

- 5.1. FCPS is the largest school system and the third largest employer in the Commonwealth of Virginia. FCPS is the 10th largest school district in the United States. The school system consists of approximately 220 schools and work sites serving almost 186,000 students in grades Kindergarten through 12th grade.
- 5.2. FCPS' current container inventory list consists of 584 pieces and includes 2,4,6, and 8 cubic yard front load containers and four (4) 40 CY open top roll off containers.
- 5.3. On a yearly basis FCPS has an estimated yearly amount of 83,760 pick-ups for refuse and recyclables. There has been a yearly average of 50 purchased containers. FCPS has rented a yearly average of 100 containers for an average of 1 months per rental.
- 5.4. Refuse pertains to standard types of school solid waste materials to include cafeteria food waste and other non-recyclable products. Recyclable materials pertain to commercial mix paper, card board, cans, plastic bottles and other materials (Reference Technical Specifications, paragraph 3.1).
- 5.5. Occasional special collections are required for container as well as for debris materials, brush, and other commercial waste materials.
- 5.6. Refuse and Recyclables collections are currently being performed from a combination of 2, 4, 6 and 8 cubic yard front-loading Dumpsters, compactors, and roll-off containers.
- 5.7. The Recyclables collected from these programs are collected single-stream. The handling of all of FCPS' solid waste and recyclable materials must be handled in accordance with the Fairfax County Government's [Solid Waste Management Program Chapter 109.1](#).

6. TASKS TO BE PERFORMED:

- 6.1. Fairfax County Public Schools (FCPS) desires to be a world-class leader in environmental stewardship. To support that vision, FCPS is looking for a firm(s) to partner with to develop and implement an ongoing program to reduce its waste stream to the maximum extent while taking full advantage of every opportunity to make its waste collection and removal program as efficient as possible, and to also maximize recycling in FCPS' facilities. Qualified offerors are encouraged to submit a proposal that include as a minimum the following:
- a) Section 1 – Price per Collection
 - b) Section 2 – Rental Services
 - c) Section 3 – Purchase Price (Containers / Compactors)
 - d) Section 4 – Container Repair
 - e) Section 5 – Special Disposal / Other Services
 - f) Section 6 – Recycling Coordinator

SPECIAL PROVISIONS

- 6.2. For the Offeror's convenience and understanding of the amount of service required by FCPS an excel file (Attachment 1.xlsx) is available at: <http://www.fairfaxcounty.gov/solicitation/>. This file will allow the Offeror(s) to enter the unit price for Section 1 of the Pricing Schedule and will provide the overall tentative cost for a year of service which includes the school year schedule and the summer schedules.

7. TECHNICAL PROPOSAL INSTRUCTIONS:

- 7.1. The offeror must submit the Technical Proposal in a separate binder 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.

- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
- b. Understanding of the problem and technical approach.
 1. Statement and discussion of the requirements as they are analyzed by the offeror.
 2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
 3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
 4. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

7.2. Preliminary Work Plan:

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

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

7.3. Treatment of the Issues:

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

7.4. Statement of Qualifications:

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

SPECIAL PROVISIONS

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

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

- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
- e. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.

- 7.5. 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.

8. CONSULTATION SERVICES:

- 8.1. The Offeror's staff must be available for consultation during the evaluation process with FCPS staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

9. COST PROPOSAL INSTRUCTIONS:

- 9.1. The offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Price Schedule – Appendix B). The following information should be submitted as part of the cost proposal:

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

- a. Offerors must provide a price per pickup (Ref. Pricing 1 – 5).
- b. Pick-up pricing should be based on the volume of service required by FCPS.
- c. Recycling coordinator cost, if applicable (Ref. Pricing 6).
- d. For convenience, an excel file is provided and requested to be submitted as part of the cost proposal.

SPECIAL PROVISIONS**10. PRICING:**

- 10.1. 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), Table 10, U.S. City Averages, or other relevant indices.
- 10.2. 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.).
- 10.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

11. TRADE SECRETS/PROPRIETARY INFORMATION:

- 11.1. 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. (Reference Appendix B)
- 11.2. 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.

12. CONTACT FOR CONTRACTUAL MATTERS:

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

Jordan Shomo, Contract Administrator
 Fairfax County Public Schools
 Office of Procurement Services
 8115 Gatehouse Road, Suite 4400
 Falls Church, Virginia 22042-1203
 Telephone: 571-423-3596
 Email: jrshomo@fcps.edu

- 12.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (reference paragraph 18.3).

13. REQUIRED SUBMITTALS:

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

SPECIAL PROVISIONS**14. SUBMISSION OF PROPOSAL:**

- 14.1. One (1) original (duly marked) and five (5) copies of the Technical proposal, and one (1) original (duly marked) and five (5) copies of the Cost proposal (Appendix B) shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. Additionally, it is requested that two (2) copies of the proposal be provided in a USB drive format (separate USB drives for the Technical and Cost Proposals). The Offeror must include a notarized statement that each USB drive is a true copy of the printed version. Electronically stamped delivery receipts are available.

Department of Financial Services
 Office of Procurement Services
 8115 Gatehouse Road, Suite 4400
 Falls Church, VA 22042-1203
 Telephone: 571-423-3550

- 14.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Office of Procurement Services, 8115 Gatehouse road, Suite 4400, Falls Church, VA 22042-1203 before the due date/time or must accompany the proposal. Notice of addenda will be posted on [eVA](#) and the DPSM current solicitation webpage www.fairfaxcounty.gov/dpsm/solic/htm. It is the Offeror's responsibility to monitor the web pages for the most current addenda.
- 14.3. 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.
- 14.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 14.5. Each original and set of the five (5) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32)
 - b. Technical proposal as required in the Special Provisions, paragraph 7, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 9, **COST PROPOSAL INSTRUCTIONS**. (Appendix B should be included in the Cost proposal).
- 14.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

SPECIAL PROVISIONS**15. VIRGINIA FREEDOM OF INFORMATION ACT**

- 15.1. Except as provided, once an award is announced, all proposals/bids submitted to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a completed summary page is supplied (Appendix B) that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (USB) with the trade secrets and/or proprietary information redacted. If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.

16. LATE PROPOSALS:

- 16.1. Proposals received in the Office of Procurement Services after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

17. PERIOD THAT PROPOSALS REMAIN VALID:

- 17.1. Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

18. BASIS FOR AWARD:

- 18.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsive and 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.
- 18.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 18.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 12.1 above. Failure to comply with this directive may, at the sole discretion of the County result in the disqualification of an offeror from the procurement process.
- 18.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

SPECIAL PROVISIONS

- 18.5. Should the County determine in writing and at 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 School Board, if appropriate, prior to actual award of contract.

- 18.6. Proposal Evaluation Scoring Criteria:

Section	Maximum Score (%)
Technical Proposal	60%
Cost Proposal	40%
Total:	100%

- 18.7. Proposal Evaluation Criteria

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

- a. Qualification of firm with appropriately qualified and experienced personnel.
 - b. Depth of response to the Special Provisions, Section 6, **TASKS TO BE PERFORMED**.
 - c. Depth of response to Special Provisions, Section 7, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - d. Details of the approach and methodology of program.
 - e. Reasonableness of cost proposal(s).
- 18.8. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 18.9. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 18.10. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 18.11. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 18.12. 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.

SPECIAL PROVISIONS**19. CONTRACT INSURANCE PROVISIONS:**

- 19.1. 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.
- 19.2. The Contractor shall, during the continuance of all work under the contract maintain the following insurance:
 - a. Workers' Compensation and Employer's Liability insurance 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. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including contractual liability, personal and advertising injury, and products and completed operations coverage. Completed operations liability endorsement shall continue in force for three years following completion of the contract.
 - c. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, include 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 a standard Automobile Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- 19.3. Fairfax County Public Schools, the Fairfax County School Board, 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"
- 19.4. Indemnification: Article 63 of the General Conditions and Instruction to Bidders (Appendix A) shall apply.
- 19.5. Additional Requirements
 - d. 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.
 - e. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the 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.
 - 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 will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
 - h. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.

SPECIAL PROVISIONS

- i. The contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the FCPS. These certified copies will be sent to the FCPS from the contractor's insurance agent or representative.
 - 1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the FCPS. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - 2. 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.
 - 3. 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.
 - 4. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the FCPS. The Contractor shall be as fully responsible to the FCPS 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.
 - 5. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - 6. 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.
 - 7. 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 use under this contract.
- j. 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.

SPECIAL PROVISIONS

20. METHOD OF ORDERING:

- 20.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards. The method of payment is at the discretion of the County at no additional surcharges will be accepted for the use of the procurement card.
- 20.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 20.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 20.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 20.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

21. REPORTS AND INVOICING:

- 21.1. 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.
- 21.2. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
 - a. Employee name;
 - b. The name of the County department;
 - c. Date of services
 - d. The type of services; and,
 - e. The itemized cost for each item/service.
- 21.3. County project manager or designee must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

22. PAYMENTS:

- 22.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 6, **TASKS TO BE PERFORMED**.

23. CHANGES:

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

SPECIAL PROVISIONS

- 23.2. 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.

24. DELAYS AND SUSPENSIONS:

- 24.1. 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.
- 24.2. 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.
- 24.3. 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.

25. ACCESS TO AND INSPECTION OF WORK:

- 25.1. 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.

26. PROJECT AUDITS:

- 26.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
 - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 26.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.

SPECIAL PROVISIONS

- 26.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 26.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 26.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

27. DATA SOURCES:

- 27.1. 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.

28. SAFEGUARDS OF INFORMATION:

- 28.1. 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.

29. ORDER OF PRECEDENCE:

- 29.1. 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).

30. SUBCONTRACTING:

- 30.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. Subcontractors must be pre-approved by FCPS. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmbe.state.va.us>; local chambers of commerce and other business organizations.
- 30.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

SPECIAL PROVISIONS

31. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 31.1. Reference Paragraph 75, 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 another public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 31.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 31.3. 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.
- 31.4. Each public body shall execute 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.
- 31.5. 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.

32. NEWS RELEASE BY VENDORS:

- 32.1. 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.

33. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 33.1. 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.
- 33.2. 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 Office of Equity and Employee Relations at 571-423-3070, HRequity&empolyeereleations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

SPECIAL PROVISIONS**34. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 34.1. 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.

35. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:

- 35.1. By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 35.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.
- 35.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. **All Contractor employees will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist.** Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.
- 35.4. Failure to comply with the above requirements may result in termination of the contract.

36. INCOMPETENT OR DISORDERLY EMPLOYEES:

- 36.1. If any person employed on the work by the Contractor shall appear to the Project Manager to be incompetent or to act disorderly or improper manner, such person shall be removed immediately on the requisition of the Project manager, and shall not again be re- employed (on the subject project) except on written consent of the Project Manager.
- 36.2. Alcoholic beverages and illegal drugs are prohibited on the jobsite. Possession of alcoholic beverages or illegal drugs, on the job site by a Contractor's employee, will result in immediate removal of the individual from the site. The Contractor shall ensure that neither its employees nor those of any Subcontractor shall fraternize in any manner with any student of Fairfax County Public Schools at the jobsite. The Project Manager shall have the right to remove from the job site any person whose presence the Project Manager deems detrimental to the best interests of Fairfax County Public Schools. Any individual removed from the job site, pursuant to this section, may not return to any job site without the written consent of the Project Manager.

SPECIAL PROVISIONS

- 36.3. The Contractor hereby certifies that. (i) neither the Contractor nor any employee of the Contractor who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) absent prior Notice to the Project Manager, neither the Contractor nor any employee of the Contractor who will have direct contact with students has been convicted of a crime of moral turpitude. The foregoing certification shall be binding upon the Contractor throughout the contract period and the Contractor hereby covenants and agrees to provide the Project Manager with immediate Notice of any event or circumstance that renders such certification untrue. The Contractor hereby covenants and agrees that it will require this certification to be included in every subcontract of every tier in order that the provisions contained herein will be binding upon each Subcontractor and Sub-subcontractor. The Contractor will ensure the no worker shall perform work in occupied areas during school hours unless prior written approval has been granted by the Project Manager and proper safety precautions have been exercised to isolate the area of the work.

TECHNICAL SPECIFICATIONS

The following are the technical requirements for the refuse, recycling collection and disposal services.

1. GENERAL REQUIREMENTS:

- 1.1 Collection Schedules: FCPS follows two types of collection schedules as listed in Attachment 1, tabs A thru D. Exhibit A contains the address for all locations that require service. In a yearly basis, an updated schedule will be provided to the contractor 30 days prior to the start of yearly service.
 - a. School Year Schedule - The school year runs from the last week of August through the last week in June. Attachment 1, tabs A and B provide the updated list of school year schedule for all FCPS collection locations.
 - b. Summer Schedule – During the summer months FCPS follows a revised pick-up schedule due to reduced volumes in the summer months. The revised pick-up schedule applies to elementary and middle schools only. These schedules are in effect from the first week in July through the 3rd week of August. Attachment 1, tabs C and D provide the updated summer schedules.
- 1.2 Operating Hours: The Contractor will begin collection no earlier than 6:00 a.m. EST and must provide services as quietly as possible. The Contractor must operate in a manner consistent with Fairfax County's noise ordinance as referenced in the [Solid Waste Management Program Chapter 109.1](#). In addition, no work shall occur on Saturdays or Sundays, unless specifically requested by FCPS.
- 1.3 Holidays - The Contractor shall provide collection services on all legal holidays except New Year's Day, Thanksgiving, and Christmas Day. However, these days shall be made up before or after the holidays so that no school or facility skips service. FCPS may change the holiday collection schedule at its sole discretion with 10 business days advance notice.
- 1.4 Missed Collections: The Contractor shall provide same-day notification of missed pick-ups, for any reason, and any corrective action schedule. In addition, the Contractor must notify FCPS if their collection services are behind schedule. FCPS understands, when a missed collection is caused by snow or severe weather, or from a blocked container, or any other condition that makes collection impossible. However, the Contractor shall restore service as quickly as possible once conditions improve, particularly at school locations where sanitation must be maintained. It is the responsibility of the Contractor to notify the FCPS Project Manager by phone or email if any Dumpster is inaccessible or not serviced on time.
- 1.5 Efficiency Recommendations: Within the first three months of operations, FCPS expects the successful Offeror to recommend reduction of the amount of pickups to the maximum extent based on data collected on volume of refuse and recyclables generated from every site and to continue to monitor and report, in writing possible areas of savings on a quarterly basis. Any change suggested to the schedule during the term of the contract must be approved by FCPS prior to implementation. After the first full month of service the successful offeror shall provide written monthly reports detailing the tonnage of refuse and recycling picked-up at each site.

TECHNICAL SPECIFICATIONS

2. DISPOSAL & COLLECTION SCHEDULE:

- 2.1 The Successful Offeror will be responsible for following the FCPS "Refuse Collection Schedule" one week after the contract award or as directed by the Project Manager.
- 2.2 All locations are specified along with the number and size of refuse containers. The site information includes the current service levels.

3. RECYCLING:

- 3.1 FCPS currently follows a single stream recycling program. Items recycled include: newspapers, office paper, computer paper, envelopes, catalogs, magazines, cereal and cracker boxes, corrugated cardboard, steel cans aluminum cans/pie plates, glass jars and bottles, plastic bottles # 1 – 7, plastic narrow neck containers #1 – 7.
- 3.2 Provide a detailed recycling plan which will ensure FCPS is diverting as much recyclable materials from the waste stream as possible. This plan should include a step-by-step process which schools can follow to ensure an efficient recycling program at each and every FCPS facility.
- 3.3 All sites locations are specified along with the number and size of recycling containers are contained in Attachment 1, tabs B and D. All FCPS site addresses are listed under Exhibit A.
- 3.4 Within the first three months of operations, FCPS expects the successful Offeror to propose enhancements to the FCPS' current recycling program to the maximum extent based on data collected on volume of Refuse and recyclables generated from every site and to continue to monitor and report possible areas of savings on a quarterly basis.
- 3.5 Recycling Coordinator - The contractor must have an assigned recycling coordinator for the entire contract term. Any replacement of the assigned recycling coordinator must be pre-approved by FCPS. The recycling coordinator will be in-charge of implementing the prescribed recycling plan, conducting visual site audits and provide written documentation describing the effectiveness of each schools recycling program. The coordinator will also attend school based meetings with teachers, staff, students, and parent committees to promote continued recycling efforts at all FCPS facilities. Based on the weight data, the recycling coordinator should identify and create a priority list FCPS schools which need to increase its waste diversion efforts from refuse to recycling. Once schools have been identified, the recycling coordinator should schedule meetings with the schools and provide the schools with a plan to increase recycling at the school. Working hours of the recycling coordinator will vary based on the needs of FCPS.
- 3.6 Offeror must provide a copy of the recycling coordinator resume for approval.

4. SPECIAL COLLECTIONS:

- 4.1 The Contractor will be responsible for making extra or special collections requested by FCPS. These pick-ups will be for items such as but not limited to: Tires, couches, chairs, tables, mattresses and box springs, televisions, computer monitors. Special collections must be accomplished within one (1) business day unless an alternative schedule is agreed upon between FCPS and the contractor (Reference Pricing Schedule, Section 5).

TECHNICAL SPECIFICATIONS

5. RENTAL SERVICES:

- 5.1 The Contractor will provide FCPS with open top roll off containers for construction and or general debris at any site in the school system within one (1) business day of the request. The Contractor will be responsible for proper disposal of these materials throughout the term of the contract including any renewal terms. [The roll off containers will remain the property of the contractor.] (Reference Pricing Schedule, Section 2)

6. EQUIPMENT:

- 6.1 FCPS owns the existing refuse and recycling containers and will retain ownership of these containers except certain roll-off containers which will remain the property of the contractor.
- 6.2 Maintenance and repair of all FCPS refuse and recycling containers will be the responsibility of the successful offeror to include but not limited to doors, lids, labeling, painting, hinges, fire damage, and replacement containers. Containers will be weather tight, of steel construction comparable to existing FCPS containers. Repair and replacement of containers will be by mutual agreement between FCPS and the Contractor. Containers must meet all applicable safety and health department standards and be kept in good physical condition ([Health Code §46](#) and [DSW Code #109](#)).
- 6.3 The Contractor will be responsible for making agreed repairs and/or exchanges to containers within five (5) business days, after notification from FCPS, unless the container presents a safety hazard in which case the container must be repaired/ exchanged within twenty-four (24) hours.
- 6.4 If a relocation of a container is required, this task shall be accomplished by the Contractor within one (1) business day (Reference Pricing Schedule, Section 5).
- 6.5 If the contractor cannot provide the newly purchased container(s) in the specified timeframe, a temporary loaner container shall be provided at no cost to FCPS until the new container is received.

7. EQUIPMENT PURCHASE

- 7.1 The purchase of refuse Containers shall be front load painted green and labeled refuse (Ref: Wastequip FL8HD or approved equal)
- 7.2 The purchase of recycling Containers shall be front load painted blue and labeled recycling. (Ref: Wastequip FL8HD or approved equal)
- 7.3 Purchased containers must be delivered within three (3) business days, after notification from FCPS, or mutually agreed timeframe. (Reference Pricing Schedule, Section 3)

8. DAMAGE TO PROPERTY

- 8.1 The Contractor shall be responsible for any damage to private or public property caused by the negligence of the Contractor's employees during performance under this contract. The contractor shall replace or restore to its original condition any property damaged by the Contractor at no cost to FCPS. If the Contractor fails to repair, restore or replace such damaged property within 15 days of receipt of notice from FCPS, FCPS shall deduct an amount equal to the cost of replacement, restoration or repair of the property from the next payment due to the Contractor from FCPS. Such deductions, once made, will not be reimbursed to the Contractor.

TECHNICAL SPECIFICATIONS

9. VEHICLES

- 9.1 Include vehicle and equipment plan, containing the number, model, type, capacity, age/condition of regular and backup collection vehicles which will be used to provide service to include % of use designated to service FCPS; and whether vehicles are owned, leased or subcontracted, In addition, the personnel, facilities and schedules to be used for vehicle maintenance.
- 9.2 Vehicle Standards: All vehicles used by the Contractor in service of the Contract shall be in compliance with all applicable federal, state, and local laws and regulations, including, but not limited to, the permitting requirements of Fairfax County's Solid Waste Management Program Chapter 109, Section 109.1-5-6. Collection Containers and Vehicles. . All collection vehicles shall comply at all times with the inspection regulations of the Division of Motor Vehicles of the Commonwealth of Virginia. Any collection vehicle determined to have failed these standards shall be removed from service under this contract at the request of the Project Officer.

10. SCALES ON VEHICLES

- 10.1 All refuse and recycling vehicles servicing FCPS facilities must be equipped with onboard scales.
- 10.2 Weighing of loads at disposal and recycling facilities: The Contractor is responsible, on day one, for ensuring that vehicles deliver and unload all collected Refuse and Recyclables to the respective County-designated receiving facility, and that those vehicle weights are captured. The Contractor's vehicles must clearly display the unique vehicle number and license plate, and the vehicle driver must verbally inform the scale house operator of the material type and identify the FCPS as the originating jurisdiction for each load delivered to their respective facilities.
- 10.3 ON-BOARD SCALE SYSTEMS: The Contractor shall be required to provide accurate reports on the actual weight of Refuse and Recyclables collected in Dumpsters at each facility at the time of collection, by means of vehicle mounted weighing equipment. The scale system and software must be National Type Evaluation Program compliant and certified to charge by weight. This information is crucial in assessing each facility's recycling and waste reduction efforts, as well as in determining proper service levels.
- 10.4 DATA TO BE RECORDED: For every Dumpster emptied by the Contractor the system shall record and store for each collection event, at a minimum: the tare and net weights, the collection vehicle number, Dumpster type (i.e., refuse or recyclables), time and date of collection, and collection address. On a daily basis, the recorded data for all dumpsters emptied by Contractor shall be transferred to and stored in a central verification database, which the Contractor shall provide and maintain. The Contractor's costs for the, database and associated software, web access, and related services described herein are included in the Contractor's prices for collection.
- 10.5 The Contractor shall provide and maintain documentation that scales are in full compliance with all required permits under federal, state, and local laws. The scales shall be calibrated annually, to ensure the accurate measurement of the weights of materials collected. Calibration certificates shall be provided to the County annually.

TECHNICAL SPECIFICATIONS

- 10.6 **GPS HARDWARE:** The Contractor shall provide and use GPS tracking for all collection vehicles used under this Contract, collecting such data, records, and information as is required by the County and FCPS. Each of Contractor's primary and spare vehicles used in the performance of this Contract shall be equipped with permanently affixed, functioning GPS units. The Contractor's costs for the GPS hardware described herein and its installation and maintenance are included in the Contractor's bid prices for collection.
- 10.7 **GPS SOFTWARE:** Each collection vehicle equipped with GPS units pursuant to paragraph above shall be tracked by a real-time, web-based, GPS tracking system that accurately locates and tracks each vehicle with update intervals not to exceed thirty (30) seconds. The GPS tracking system shall be capable of being used by the County to track the locations and progress of all Contractors' vehicles at all times when the vehicles are present in the County and/or operating pursuant to the Contract. GPS tracking equipment and the associated software for all of Contractor's vehicles shall be functioning during all times that the vehicles are present in the County and/or operating pursuant to the Contract, including but not limited to, during breaks and delivery of loads to receiving facilities.
- 10.8 The Contractor shall ensure that each vehicle operating pursuant to the Contract is accurately tracked by the web-based software and visible to FCPS at all times. The Contractor's costs for the software and web access and related services described herein are included in the Contractor's prices for collection.
- 10.9 **FCPS ACCESS TO GPS VEHICLE TRACKING SOFTWARE:** The Contractor shall at all times provide FCPS with free, unlimited, instantaneous internet access to the web-based GPS vehicle tracking system and all unfiltered data, records, and information, as well as any reporting features for all vehicles operating under the Contract. The Contractor shall provide technical assistance on use of the software as requested by FCPS. In the event of a hardware failure, database/system failure, failure of the reporting functions, inaccurate information, filtering of data, inaccessibility by FCPS, or other such issue, the Contractor shall correct the problem within three (3) business days upon notification by FCPS.
- 10.10 **EXCEPTION TO GPS VEHICLE TRACKING REQUIREMENT:** At no time shall the Contractor operate a primary or spare vehicle in the County pursuant to this Contract which is not tracked on the required web-based software and visible, except with prior written permission of the Project Officer.
- 10.11 The Contractor shall provide FCPS with access to the web-based, electronic weights database and unfiltered data, as well as reporting and download capability at all times. In the event of a failure of the database or the reporting function, the Contractor shall correct the problem within three (3) business days from notification by FCPS
- 10.12 In the event that the receiving facility's records are in error because the driver failed to verbally inform the scale house operator as required, then the Contractor will be responsible for resolving all such discrepancies immediately upon discovery by the Contractor or notification by FCPS. The Contractor shall reimburse FCPS for the disposal, tipping, and/or processing fee for any of Contractor's loads that were improperly charged to and paid by FCPS. In addition, the Contractor shall reimburse the FCPS for any revenues not realized due to Contractor's loads that were not properly credited to the FCPS. The Contractor shall pay the County's request for reimbursement for such within thirty (30) calendar days, or the requested amount will be deducted by FCPS from the Contractor's next invoice for services under the Contract.

TECHNICAL SPECIFICATIONS

- 10.13 In the event of a scale outage, and/or if it becomes necessary to estimate vehicle weights, the Contractor shall use the following conversion factor

1 cubic yard single-stream Recyclables	=	140 Lbs.
1 cubic yard of Refuse	=	125 Lbs.

11. CONTAINER HANDLING

- 11.1 **EMPTYING CONTAINERS:** Dumpsters shall be thoroughly emptied and returned to their assigned location at each collection site. The Contractor shall be responsible for picking up all litter resulting from the servicing of the container. Failure to maintain clean sites at the collection area shall be considered grounds for withholding payment for the collection. Also, liquidated damages may be levied if continued violations occur.
- 11.2 **OVERFLOWING CONTAINERS:** The Contractor shall pick up overflow litter located around Refuse and Recyclables at no additional charge to FCPS during regular scheduled stops during the collection process only. The Contractor shall notify the FCPS Project Manager, via the trash-line (571) 982-1199, in the event of scheduling delays/changes, if they are unable to pick up any material type at a particular location, or comments/complaints received from the general public.
- 11.3 **HANDLING OF MATERIALS/SPILLAGE:** Care shall be taken in the loading and transportation of Refuse or Recyclables so that none of the material collected is scattered or spilled either on private or public property. Any Refuse or Recyclables so spilled shall be immediately picked up and removed by the Contractor. Contractor shall be responsible for compensation for any property affected by the spillage.

12. OWNERSHIP OF COLLECTED MATERIALS

- 12.1 FCPS shall at all times hold title and ownership to all Refuse and Recyclables placed out for collections and collected by the Contractor pursuant to the Contract, until such time as the collected materials are delivered and unloaded at the County-designated facility, at which time the County's ownership is transferred to the operator of the facility. All materials collected under the Contract, including, but not limited to, Refuse and Recyclables, shall be delivered and unloaded by the Contractor at the County-designated facility as specified in the Contract without exception. Incidents of Contractor's failure to deliver and unload all collected materials to the specific receiving facility designated by the County shall be considered a breach and grounds for Contract termination.

13. DELIVERY/TIME OF PERFORMANCE:

- 13.1 Fairfax County requires that delivery be made at destination within the shortest time frame possible. Offerors must insert a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of order (ARO). Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given consideration.
- 13.2 Regular hours for refuse and recycling pick-ups are 6:00 a.m. through 4:30 p.m., Monday through Friday.
- 13.3 The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 6:00 A.M. and 4:30 P.M. on regular County business days unless other arrangements have been made.

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications 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.)

Subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County 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 which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

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

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

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.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

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

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

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.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

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

QUICK QUOTE (QQ): A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.

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.

General Conditions and Instructions to Bidders

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

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 Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

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

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing 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, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:

General Conditions and Instructions to Bidders

1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
 - c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
 - d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
 - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
 - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 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. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve 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 his or her bid is accepted.
- 7. MAILING OF BIDS** – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.
- 8. COMPLETENESS**-To be responsive, a bid must include all information required by the solicitation.
- 9. 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.
- 10. CONDITIONAL BIDS**-Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART**-Unless otherwise specified by the County Purchasing Agent or by the bidder, 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 his or her bid to consideration in the aggregate by so stating but shall 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.
- 12. 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.
- 13. TIME FOR RECEIVING BID**-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his 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.
- 14. 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 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/bidtab.htm>. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
- 15. OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she 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.

General Conditions and Instructions to Bidders

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she 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.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. 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, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which 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 shall 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.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. 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.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;

General Conditions and Instructions to Bidders

- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. 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
- k. Such other information as may be secured by the County 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 nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. 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 be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

26. 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 readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm 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 County 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.

27. 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. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

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.

28. INSPECTION-ACCEPTANCE-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. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. 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.

30. 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

31. 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.

General Conditions and Instructions to Bidders

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date 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.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. 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. Notwithstanding the above, the Contractor shall not be relieved 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.

34. 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 his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-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 his or her 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 his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. 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.

38. 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 control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. 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 and Subcontractor hereunder 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.

General Conditions and Instructions to Bidders

41. SMALL AND MINORITY BUSINESS UTILIZATION

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization 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 U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations 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, retailers, etc., 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, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her 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 in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. 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 shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and 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

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. 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.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk 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 his or her risk and expense or dispose of them as its own property.

General Conditions and Instructions to Bidders

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be 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.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be 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 Special Provisions for the individual solicitation.

50. 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.

51. 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.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as 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.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. 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.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. 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, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax 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 modifications thereto.

59. 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.

General Conditions and Instructions to Bidders

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such 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

61. GENERAL GUARANTY-Contractor agrees to:

- a. 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.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. 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.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. 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.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. 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.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her 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, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her 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.

General Conditions and Instructions to Bidders

65. 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: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. 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.

67. 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.

68. 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 (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County 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 thirty (30) 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 thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County 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 County 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 County 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 or been terminated for default on any other 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 County 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

70. 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 4 a.9, 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 arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. 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 County 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 County 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.

72. 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 County 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 3, Section 4, 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 4d 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 4d, 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 County 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.
- 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 County 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 County 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.

73. 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 County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County 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 County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.

General Conditions and Instructions to Bidders

- 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.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. 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.

78. VENUE: This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

79. 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.

80. CONTRACTOR NOT TO BENEFIT: Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

Name and e-mail addresses of both service and fiscal representatives (Key Personnel)
who would handle this account.

Service Representative: _____
Telephone Number: () _____
E-Mail Address: _____

Fiscal Representative: _____
Telephone Number: () _____
E-Mail Address: _____

Payment Address, if different from above:

REFERENCES

References must be of entities that are similar in size and scope of service required by FCPS.

Reference 1:

Company Name:	
Address:	
Contact name:	
Phone Number:	
Email Address:	
Scope of work provided:	
Contract Dates:	
Other relevant Info.	

Reference 2:

Company Name:	
Address:	
Contact name:	
Phone Number:	
Email Address:	
Scope of work provided:	
Contract Dates:	
Other relevant Info.	

Reference 3:

Company Name:	
Address:	
Contact name:	
Phone Number:	
Email Address:	
Scope of work provided:	
Contract Dates:	
Other relevant Info.	

OTHER INFORMATION:

1. Does the Offeror have a minimum of 10 years of experience? _____ (Yes/No)
2. Did the Offeror provide the requested list of vehicles to service FCPS? _____ (Yes/No)
3. Did the Offeror provide the requested samples? _____ (Yes/No)
4. Do all trucks that will service FCPS have scales? _____ (Yes/No)
5. Has the Offeror provided a detailed recycling plan? _____ (Yes/No)
6. Did the Offeror provide a resume for the Recycling Coordinator? _____ (Yes/No)
7. Is there an additional cost for the recycling coordinator? _____ (Yes/No), if so, provide detail cost information. (Reference Pricing Schedule, Section 6)

PRICING SCHEDULE

Section 1 - Price per collection

(Reference Special Provisions, Paragraph 9 & Technical Specifications)

Item No.	Item Description	QTY	UOM	Unit Price	Extension*
1.	Cost per collection of front end load refuse container 2 cy	1	EA	\$	
2.	Cost per collection of front end load refuse container 4 cy	1	EA	\$	
3.	Cost per collection of front end load refuse container 6 cy	1	EA	\$	
4.	Cost per collection of front end load refuse container 8 cy	1	EA	\$	
5.	Cost per collection of open top roll off container 20 cy	1	EA	\$	
6.	Cost per collection of open top roll off container 30 cy	1	EA	\$	
7.	Cost per collection of front end load recycle container 2 cy	1	EA	\$	
8.	Cost per collection of front end load recycle container 4 cy	1	EA	\$	
9.	Cost per collection of front end load recycle container 6 cy	1	EA	\$	
10.	Cost per collection of front end load recycle container 8 cy	1	EA	\$	

**Reference excel file named "Attachment 1 RFP2000002294"*

Section 2 – Rental Services

(Reference Technical Specifications, paragraph 5)

[The roll off containers will remain the property of the contractor.]

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Cost per month to rent open top roll off container 20 cy (inclusive of delivery and return)	1	MO	\$	\$
2.	Cost per month to rent open top roll off container 30 cy (inclusive of delivery and return)	1	MO	\$	\$
	Delivery is required within one (1) Business day ARO (After receipt of order) Reference Technical Specifications, paragraph 5). a) Regular delivery: ____ day ARO				

PRICING SCHEDULE (Continued)

Section 3 – Purchase Price Container/Compactor

(Reference Technical Specifications, paragraph 7)

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Container, refuse, 2 cubic yard, front load, green. (Ref: Wastequip FLSHD or approved equal)	1	EA	\$	\$
2.	Container, recycling, 2 cubic yard, front load, blue. (Ref: Wastequip FLSHD or approved equal)	1	EA	\$	\$
3.	Container, refuse, 4 cubic yard, front load, green. (Ref: Wastequip FLSHD or approved equal)	1	EA	\$	\$
4.	Container, recycling, 4 cubic yard, front load, blue. (Ref: Wastequip FLSHD or approved equal)	1	EA	\$	\$
5.	Container, refuse, 6 cubic yard, front load, green. (Ref: Wastequip FLSHD or approved equal)	1	EA	\$	\$
6.	Container, recycling, 6 cubic yard, front load, blue. (Ref: Wastequip FLSHD or approved equal)	1	EA	\$	\$
7.	Container, refuse, 8 cubic yard, front load, green. (Ref: Wastequip FLSHD or approved equal)	1	EA	\$	\$
8.	Container, recycling, 8 cubic yard, front load, blue. (Ref: Wastequip FLSHD or approved equal)	1	EA	\$	\$
9.	Compactor, 34 cubic yard roll off with stationary power unit. (Ref: Marathon RJ250SC or approved equal)	1	EA	\$	\$
	<p>Delivery is required within three (3) business days ARO (After receipt of order) Reference Technical Specifications, paragraph 7.3).</p> <p>a) Regular delivery: ____ days (ARO)</p>				

PRICING SCHEDULE (Continued)

Section 4 – Container Repair

(Reference Technical Specifications, paragraph 6.3)

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Container, refuse or recycle lid and rod repair / replacement (total cost: parts/labor)	1	EA	\$	\$
2.	Container, refuse or recycle side door repair/replacement (total cost: parts/labor)	1	EA	\$	\$
3.	Repair required within five days ARO (After receipt of order) Reference Technical Specifications, paragraph 6.3). a) Regular repair: ____ days. ARO				

Section 5 – Special Disposal/Other Services

(Reference Technical Specifications, paragraph 4 and 6.4)

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Relocation of an open top container	1	EA	\$	\$
2.	Disposal of tires	1	EA	\$	\$
3.	Disposal of couches	1	EA	\$	\$
4.	Disposal of chairs	1	EA	\$	\$
5.	Disposal of tables	1	EA	\$	\$
6.	Disposal of mattress	1	EA	\$	\$
7.	Disposal of box springs	1	EA	\$	\$
8.	Disposal of televisions	1	EA	\$	\$
9.	Disposal of computer monitors.	1	EA	\$	\$
10.	Disposal of other _____ (or provide a pricing list for other)	1	EA	\$	\$

Section 6 – Recycling Coordinator

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Recycling Coordinator	1	YR	\$	\$

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, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in: Virginia ☐ Yes ☐ No
 Fairfax County ☐ Yes ☐ No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

Signature

Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

Certification Regarding Ethics in Public Contracting

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

Check one:

☐

1. I have not given any payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to any public employee or official who has official responsibility and authority for procurement transactions.

☐

2. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, and in exchange I received consideration of substantially equal or greater value.

☐

3. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, but in exchange I have not received consideration of substantially equal or greater value.

If #2 above 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 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

Sample Listing of Local Public Bodies

REFERENCE, SPECIAL PROVISIONS, PARAGRAPH TITLED “USE OF CONTRACTS BY OTHER PUBLIC BODIES.” You may select those public bodies that this contract may be extended to; a “blank” will signify a “NO” response:

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
	Alexandria, Virginia		Maryland Transit Administration
	Arlington County, Virginia		Metropolitan Washington Airports Authority
	Arlington Public Schools, Virginia		Metropolitan Washington Council of Governments
	Bladensburg, Maryland		Montgomery College
	Bowie, Maryland		Montgomery County, Maryland
	Charles County Public Schools, MD		Montgomery County Public Schools
	College Park, Maryland		Northern Virginia Community College
	Culpeper County, Virginia		Omni Ride
	District of Columbia		Potomac & Rappahannock Trans. Commission
	District of Columbia Courts		Prince George's County, Maryland
	District of Columbia Public Schools		Prince George's County Public Schools
	DC Water and Sewer Authority		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Public Schools, VA
	Fairfax, Virginia (City)		Prince William County Service Authority
	Falls Church, Virginia		Rockville, Maryland
	Fauquier County Government and Schools, Virginia		Spotsylvania County Schools, Virginia
	Frederick, Maryland		Stafford County, Virginia
	Frederick County Maryland		Takoma Park, Maryland
	Gaithersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland		Vienna, Virginia
	Herndon, Virginia		Virginia Railway Express
	Leesburg, Virginia		Washington Metropolitan Area Transit Authority
	Loudoun County, Virginia		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		

Complete and return this form with your proposal.

Vendor Name

BUSINESS CLASSIFICATION

DEFINITIONS

Small Business – means a business, independently owned or operated 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 the individual owners shall control both the management and daily business operations of the small business.

Minority-Owned Business - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, 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 liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

Woman-Owned Business – means a business 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 liability 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.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

**Confidentiality References Protection in Accordance with the Code of Virginia,
Section 2.2-4342F**

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "Reference the Virginia Public Procurement Act,,Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C. This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

RETURN THIS PAGE, IF APPLICABLE



**FAIRFAX COUNTY
PUBLIC SCHOOLS**

Department of Financial Services / Office of Procurement Services

8115 Gatehouse Road, Suite 4400

Falls Church, VA 22042-1203

<http://www.fcps.edu/fs/procurement>

Telephone: 571-423-3550 Fax: 571-423-3576

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification: _____

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. Special Provisions, titled "Subcontracting"). Please complete this form and return it with your submission.

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal.

Exhibit A
Complete list of FCPS Locations

Central
8115 Gatehouse Road
Falls Church, VA 22042

Information Technology
3701 Franconia Rd
Alexandria, VA 22310

Dunn Loring
2334 Gallows Road
Dunn Loring, VA 22027

Edison Support
5805 Franconia Road
Alexandria, VA 22310

Forte Center
6800B Industrial Road
Springfield, VA 22151

Graham Road Community Center
3036 Graham Road
Falls Church, VA 22042

Leis Center
7423 Camp Alger Ave
Falls Church, VA 22042

Pimmit Hills
7510 Lisle Ave
Falls Church, VA 22043

Plum Center
6815 Edsal Road
Springfield, VA 22151

Sideburn Support
5025 Sideburn Road
Fairfax, VA 22003

Sprague Center
4414 Holburn Ave
Annandale, VA 22003

Stonecroft Transportation
4641 Stoncroft Blvd
Chantilly, VA 20151

Virginia Hills
6520 Diana Lane
Alexandria, VA 22310

Wilton Woods
3701 Franconia Road
Alexandria, VA 22310

Woodson Grounds
9515 Main Street
Fairfax, VA 22003

Aldrin Elem
11375 Center Harbor Rd
Reston, VA 20194

Armstrong Elem
11900 Lake Newport Rd
Reston, VA 20194

Bucknell Elem
6925 University Dr
Alexandria, VA 22307

Carson Middle
13700 McLearen Rd
Herndon, VA 22071

Cedar Lane School
101 Cedar Ln, SW
Vienna, VA 22180

Churchill Road Elem
7100 Churchill Rd
McLean, VA 22101

Clearview Elem
12635 Builders Rd
Herndon, VA 20170

Colvin Run Elem
1400 Trap Road
Vienna, VA 22182

Cooper Middle
977 Balls Hill Rd
McLean, VA 22101

Crossfield Elem
2791 Fox Mill Rd
Herndon, VA 20171

Cunningham Park Elem
1001 Park St, SE
Vienna, VA 22180

Dogwood Elem
12300 Glade Dr
Reston, VA 20191

Dranesville Elem
1515 Powells Tavern Pl
Herndon, VA 20170

Flint Hill Elem
2444 Flint Hill Rd
Vienna, VA 22181

Forest Edge Elem
1501 Becontree Ln
Reston, VA 20190

Forestville Elem
1085 Utterback Store Rd
Great Falls, VA 22066

Fox Mill Elem
2611 Viking Dr
Herndon, VA 20171

Great Falls Elem
701 Walker Rd
Great Falls, VA 22066

Herndon Elem
630 Dranesville Rd
Herndon, VA 20170

Herndon High
700 Bennett St
Herndon, VA 20170

Herndon Middle
901 Locust St
Herndon, VA 20170

Hughes Middle
11401 Ridge Heights Rd
Reston, VA 20191

Hunters Woods ElemArts & Sci
2401 Colts Neck Rd
Reston, VA 20191

Hutchison Elem
13209 Parcher Ave
Herndon, VA 20170

Lake Anne Elem
11510 North Shore Dr
Reston, VA 20190

Langley High
6520 Georgetown Pike
McLean, VA 22101

Louise Archer Elem
324 Nutley St, NW
Vienna, VA 22180

Madison High
2500 James Madison Dr
Vienna, VA 22181

Marshall Road Elem
730 Marshall Rd, SW
Vienna, VA 22180

Mosby Woods Elem
9819 Five Oaks Rd
Fairfax, VA 22031

Navy Elem
3500 West Ox Rd
Fairfax, VA 22033

Oakton Elem
3000 Chain Bridge Rd
Oakton, VA 22124

Oakton High
2900 Sutton Rd
Vienna, VA 22181

South Lakes High
11400 S Lakes Dr
Reston, VA 20191

Spring Hill Elem
8201 Lewinsville Rd
McLean, VA 22102

Sunrise Valley Elem
10824 Cross School Rd
Reston, VA 20191

Terraset Elem
11411 Ridge Heights Rd
Reston, VA 20191

Thoreau Middle
2505 Cedar Ln
Vienna, VA 22180

Vienna Elem
128 Center St, S
Vienna, VA 22180

Waples Mill Elem
11509 Waples Mill Rd
Oakton, VA 22124

Wolftrap Elem
1903 Beulah Rd
Vienna, VA 22182

Annandale High
4700 Medford Dr
Annandale, VA 22003

Annandale Terrace Elem
7604 Herald St
Annandale, VA 22003

Baileys ElemArts & Sciences
6111 Knollwood Dr
Falls Church, VA 22041

Baileys Upper ElemArts & Scie
6245 Leesburg Pike
Falls Church, VA 22044

Beech Tree Elem
3401 Beech Tree Ln
Falls Church, VA 22042

Belvedere Elem
6540 Columbia Pike
Falls Church, VA 22041

Braddock Elem
7825 Heritage Dr
Annandale, VA 22003

Bren Mar Park Elem
6344 Beryl Rd
Alexandria, VA 22312

Camelot Elem
8100 Guinevere Dr
Annandale, VA 22003

Chesterbrook Elem
1753 Kirby Rd
McLean, VA 22101

Columbia Elem
6720 Alpine Dr
Annandale, VA 22003

Fairhill Elem
3001 Chichester Ln
Fairfax, VA 22031

Falls Church High
7521 Jaguar Trail
Falls Church, VA 22042

Franklin Sherman Elem
6633 Brawner St
McLean, VA 22101

Freedom Hill Elem
1945 Lord Fairfax Rd
Vienna, VA 22182

Glasgow Middle
4101 Fairfax Pkwy
Alexandria, VA 22312

Glen Forest Elem
5829 Glen Forest Dr
Falls Church, VA 22041

Graham Road Elem
2831 Graham Rd
Falls Church, VA 22042

Haycock Elem
6616 Haycock Rd
Falls Church, VA 22043

Holmes Middle
6525 Montrose St
Alexandria, VA 22312

Jefferson Science & Tech
6560 Braddock Rd
Alexandria, VA 22312

Kent Gardens Elem
1717 Melbourne Dr
McLean, VA 22101

Kilmer Ctr
8102 Wolftrap Rd
Vienna, VA 22182

Kilmer Middle
8100 Wolftrap Rd
Vienna, VA 22182

Lemon Road Elem
7230 Idylwood Rd
Falls Church, VA 22043

Longfellow Middle
2000 Westmoreland St
Falls Church, VA 22043

Luther Jackson Middle
3020 Gallows Rd
Falls Church, VA 22042

Marshall High
7731 Leesburg Pike
Falls Church, VA 22043

Mason Crest Elem
3705 Crest Drive
Annandale, VA 22003

McLean High
1633 Davidson Rd
McLean, VA 22101

North Springfield Elem
7602 Heming Ct
Springfield, VA 22151

Parklawn Elem
4116 Braddock Rd
Alexandria, VA 22312

Pine Spring Elem
7607 Willow Ln
Falls Church, VA 22042

Poe Middle
7000 Cindy Ln
Annandale, VA 22003

Shrevewood Elem
7525 Shreve Rd
Falls Church, VA 22043

Sleepy Hollow Elem
3333 Sleepy Hollow Rd
Falls Church, VA 22044

Stenwood Elem
2620 Gallows Rd
Vienna, VA 22180

Stuart High
3301 Peace Valley Ln
Falls Church, VA 22044

Timber Lane Elem
2737 West St
Falls Church, VA 22046

Westbriar Elem
1741 Pine Valley Dr
Vienna, VA 22182

Westlawn Elem
3200 Westley Rd
Falls Church, VA 22042

Weyanoke Elem
6520 Braddock Rd
Alexandria, VA 22312

Woodburn Elem
3401 Hemlock Dr
Falls Church, VA 22042

Belle View Elem
6701 Fort Hunt Rd
Alexandria, VA 22307

Bryant Alt High School
2709 Popkins Ln
Alexandria, VA 22306

Bucknell Elem
6925 University Dr
Alexandria, VA 22307

Bush Hill Elem
5927 Westchester St
Alexandria, VA 22310

Cameron Elem
3434 Campbell Dr
Alexandria, VA 22303

Clermont Elem
5720 Clermont Dr
Alexandria, VA 22310

Crestwood Elem
6010 Hanover Ave
Springfield, VA 22150

Edison High
5801 Franconia Rd
Alexandria, VA 22310

Forestdale Elem
6530 Elder Ave
Springfield, VA 22150

Fort Belvoir Primary Elem
5970 Meeres Rd
Ft Belvoir, VA 22060

Fort Belvoir Upper Elem
5980 Meeres Rd
Ft Belvoir, VA 22060

Fort Hunt Elem
8832 Linton Ln
Alexandria, VA 22308

Franconia Elem
6301 Beulah Street
Alexandria, VA 22310

Garfield Elem
7101 Old Keene Mill Rd
Springfield, VA 22150

Groveton Elem
6900 Harrison Ln
Alexandria, VA 22306

Gunston Elem
10100 Gunston Rd
Lorton, VA 22079

Hayfield Elem
7633 Telegraph Rd
Alexandria, VA 22315

Hayfield Middle
7630 Telegraph Rd
Alexandria, VA 22315

Hayfield Secondary
7630 Telegraph Rd
Alexandria, VA 22315

Hollin Meadows Elem
2310 Nordok Pl
Alexandria, VA 22306

Hybla Valley Elem
3415 Lockheed Blvd
Alexandria, VA 22306

Island Creek Elem
7855 Morning View Lane
Kingstowne, VA 22315

Key Ctr
6404 Franconia Rd
Springfield, VA 22150

Key Middle
6402 Franconia Rd
Springfield, VA 22150

Lane Elem
7137 Beulah St
Alexandria, VA 22315

Lee High
6540 Franconia Rd
Springfield, VA 22150

Lorton Station Elem
2499 Louis Chapel Road
Lorton, VA 22079

Lynbrook Elem
5801 Backlick Rd
Springfield, VA 22150

Mount Eagle Elem
6116 N. Kings Hwy
Alexandria, VA 22303

Mount Vernon High
8515 Old Mt Vernon Rd
Alexandria, VA 22309

Mount Vernon Woods Elem
4015 Fielding St
Alexandria, VA 22309

Pulley Career Ctr
6500 Quander Rd
Alexandria, VA 22307

Quander Rd School
6400 Quander Rd
Alexandria, VA 22307

Riverside Elem
8410 Old Mt. Vernon Rd
Alexandria, VA 22309

Rose Hill Elem
6301 Rose Hill Dr
Alexandria, VA 22310

Sandburg Middle
8428 Fort Hunt Rd
Alexandria, VA 22308

Saratoga Elem
8111 Northumberland Rd
Springfield, VA 22153

Springfield Estates Elem
6200 Charles C. Goff Dr
Springfield, VA 22150

Stratford Landing Elem
8484 Riverside Rd
Alexandria, VA 22308

Twain Middle
4700 Franconia Rd
Alexandria, VA 22310

Washington Mill Elem
9100 Cherry Tree Dr
Alexandria, VA 22309

Waynewood Elem
1205 Waynewood Blvd
Alexandria, VA 22308

West Potomac High
6500 Quander Rd
Alexandria, VA 22307

Whitman Middle
2500 Parker's Ln
Alexandria, VA 22306

Woodlawn Elem
8505 Highland Ln
Alexandria, VA 22309

Woodley Hills Elem
8718 Old Mt. Vernon Rd
Alexandria, VA 22309

Bonnie Brae Elem
5420 Sideburn Rd
Fairfax, VA 22032

Bull Run Elem
15301 Lee Highway
Centreville, VA 20121

Burke School
9645 Burke Lake Rd
Burke, VA 22015

Cardinal Forest Elem
8600 Forrester Blvd
Springfield, VA 22152

Centre Ridge Elem
14400 New Braddock Rd
Centreville, VA 20121

Centreville Elem
14330 Green Trails Blvd
Centreville, VA 20120

Centreville High
6001 Union Mill Rd
Clifton, VA 20124

Cherry Run Elem
9732 Ironmaster Dr
Burke, VA 22015

Fairview Elem
5815 Ox Rd
Fairfax Station, VA 22039

Halley Elem
8850 Cross Chase Cir
Fairfax Station, VA 22039

Hunt Valley Elem
7107 Sydenstricker Rd
Springfield, VA 22152

Irving Middle
8100 Old Keene Mill Rd
Springfield, VA 22152

Keene Mill Elem
6310 Bardu Ave
Springfield, VA 22152

Kings Glen Elem
5401 Danbury Forest Dr
Springfield, VA 22151

Kings Park Elem
5400 Harrow Way
Springfield, VA 22151

Lake Braddock Middle
9200 Burke Lake Rd
Burke, VA 22015

Lake Braddock Secondary
9200 Burke Lake Rd
Burke, VA 22015

Laurel Hill Elem
8701 Laurel Crest Drive
Lorton, VA 22079

Laurel Ridge Elem
10110 Commonwealth Blvd
Fairfax, VA 22032

Liberty Middle
6801 Union Mill Rd
Clifton, VA 20124

Mountain View Alt High School
5775 Spindle Ct
Centreville, VA 20120

Newington Forest Elem
8001 Newington Forest Ave
Springfield, VA 22153

Oak View Elem
5004 Sideburn Rd
Fairfax, VA 22032

Orange Hunt Elem
6820 Sydenstricker Rd
Springfield, VA 22152

Powell Elem
13340 Leland Road
Centreville, VA 20120

Ravensthorpe Elem
5411 Nutting Dr
Springfield, VA 22151

Robinson Middle
5035 Sideburn Rd
Fairfax, VA 22032

Robinson Secondary
5035 Sideburn Rd
Fairfax, VA 22032

Rolling Valley Elem
6703 Barnack Dr
Springfield, VA 22152

Sangster Elem
7420 Reservation Dr
Springfield, VA 22153

Silverbrook Elem
9350 Crosspointe Dr
Fairfax Station, VA 22039

South County High
8501 Silverbrook Road
Lorton, VA 22079

South County Middle
8700 Laurel Crest Drive
Lorton, VA 22079

TerraCentre Elem
6000 Burke Centre Pkwy
Burke, VA 22015

Union Mill Elem
13611 Springstone Dr
Clifton, VA 20124

West Springfield Elem
6802 Deland Dr
Springfield, VA 22152

West Springfield High
6100 Rolling Rd
Springfield, VA 22152

White Oaks Elem
6130 Shiplett Blvd
Burke, VA 22015

Brookfield Elem
4200 Lees Corner Rd
Chantilly, VA 20151

Canterbury Woods Elem
4910 Willet Dr
Annandale, VA 22003

Chantilly High
4201 Stringfellow Rd
Chantilly, VA 20151

Coates Elem
2480 River Birch Road
Herndon, VA 22102

Cub Run Elem
5301 Sully Station Dr
Centreville, VA 20120

Daniels Run Elem
3705 Old Lee Hwy
Fairfax, VA 22030

Deer Park Elem
15109 Carlbern Dr
Centreville, VA 20120

Eagle View Elem
4500 Dixie Hill Road
Fairfax, VA 22035

Fairfax High
3501 Rebel Run
Fairfax, VA 22030

Fairfax Villa Elem
10900 Santa Clara Dr
Fairfax, VA 22030

Floris Elem
2708 Centreville Rd
Herndon, VA 20171

Franklin Middle
3300 Lees Corner Rd
Chantilly, VA 20151

Frost Middle
4101 Pickett Rd
Fairfax, VA 22032

Greenbriar East Elem
13006 Point Pleasant Dr
Fairfax, VA 22033

Greenbriar West Elem
13300 Poplar Tree Rd
Fairfax, VA 22033

Lanier Middle
3801 Jermantown Road
Fairfax, VA 22030

Lees Corner Elem
13500 Hollinger Ave
Fairfax, VA 22033

Little Run Elem
4511 Olley Ln
Fairfax, VA 22032

London Towne Elem
6100 Stone Rd
Centreville, VA 20120

Mantua Elem
9107 Horner Ct
Fairfax, VA 22031

McNair Elem
2499 Thomas Jefferson Drive
Herndon, VA 22071

Oak Hill Elem
3210 Kinross Cir
Herndon, VA 20171

Olde Creek Elem
9524 Old Creek Dr
Fairfax, VA 22032

Poplar Tree Elem
13440 Melville Ln
Chantilly, VA 20151

Providence Elem
3616 Jermantown Rd
Fairfax, VA 22030

Rocky Run Middle
4400 Stringfellow Rd
Chantilly, VA 20151

Stone Middle
5500 Sully Park Dr
Centreville, VA 20120

Virginia Run Elem
15450 Martins Hundred Dr
Centreville, VA 20120

Wakefield Forest Elem
4011 Iva Ln
Fairfax, VA 22032

Westfield High
4701 Stonecroft Blvd
Chantilly, VA 20151

Willow Springs Elem
5400 Willow Springs School Rd
Fairfax, VA 22030

Woodson High
9525 Main St
Fairfax, VA 22031