

IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

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

<https://fairfaxcounty.bonfirehub.com>

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

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

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

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

SPECIAL PROVISIONS

1. PURPOSE AND INTENT:

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish one or more contracts through competitive negotiation for **HVAC and Plumbing System Installation and/or Replacement**.
- 1.2. The work shall include furnishing all equipment on as needed basis for various facilities that are owned/operated by the County of Fairfax and Fairfax County Public Schools. **Work will not include repairs or preventative maintenance of existing systems.**
- 1.3. Projects may include installation, renewal, and replacement of heating, ventilation, and air conditioning (HVAC) and plumbing related equipment and/or associated equipment components, including but not limited to boilers, chillers, pumps, piping, air handling units, roof top units, cooling towers, ductwork, variable air volume (VAV) boxes, valves, duct cleaning, duct work, air and water balancing, water heaters, controls, commissioning, testing and balancing, coolers, shop drawings, permits, and other industry related appurtenances and/or trades.
- 1.4. Fairfax County anticipates awarding multiple contracts from this solicitation. When projects are required a detailed scope of work (SOW) established by the end-using department will be provided to one (1) or more awarded vendors to request pricing. An award for the specific project will be given to the Contractor who has the lowest price and/or is in the best interest of the County.

2. MINIMUM PRE-QUALIFICATIONS:

Offerors at a minimum must meet the following pre-qualification for their proposal to be considered.

- 2.1. Procore, Autodesk Construction Cloud (including Build, Takeoffs, docs, and more), or similar construction management software is required. Software and its full functionality shall be used for each awarded project under this contract.
- 2.2. Offeror must state the name of the proposed software and associated modulars with their proposal. If acceptance of similar software is requested, the Offeror must provide Fairfax County staff (minimum of 5 staff and maximum of 8 staff) 2 weeks (prescheduled and agreed too) full web-based access to the software and all associated modulars and functions. **Additional information regarding the construction management software requirements can be found in Section 7.**

3. CONTACT FOR CONTRACTUAL MATTERS:

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

Nicole Cifci, NIGP-CPP, CPPB, VCA, Contract Specialist II
 Department of Procurement and Material Management
 12000 Government Center Parkway, Suite 427
 Fairfax, VA 22035
 Telephone: (703) 324-2854
 Email: nicole.cifci@fairfaxcounty.gov

- 3.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 20.3).

SPECIAL PROVISIONS**4. CONTRACT PERIOD AND RENEWAL:**

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

5. BACKGROUND:

- 5.1. The Facilities Management Department (FMD) provides capital renew/replacement and upgrade services for over 245 County Government facilities for their mechanical and plumbing systems.
- 5.2. The expenditure for Fairfax County in the first year of the contract is estimated to be \$5 million. The Contractor(s) is not required, and may decline, to accept any request for work estimated to be less than \$10,000.
- 5.3. Current contracts (4400007938, 4400007939, 4400007940) documents, pricing, and all amendments can be viewed from our contract register at www.fairfaxcounty.gov/contracts by entering the contract number in the contract number field.

6. STATEMENT OF NEEDS:

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

- 6.1. Projects shall include but will not be limited to complete turnkey and fully functioning code compliant mechanical installations, upgrades, and/or replacement projects, including related assembly, air and water balancing, rigging, commissioning, plumbing, insulating, electrical, controls, drywall work, masonry work, replacement of ceiling tiles, painting, siding, brick, grates, louvers, and all other work directly related and required for such projects, to include shop drawings, and permits.
- 6.2. All projects will have an emphasis on energy, sustainability and zero waste. Awarded Contractors will be responsible to provide data and reports to evaluate, validate, and report potential opportunities for energy savings, sustainability and zero waste as well as the same for actuals to be achieved and/or achieved through project initiation and completion.
- 6.3. Projects to include specialized HVAC and plumbing systems and/or subsystems and/or components for Negative Pressure rooms, isolation rooms, evidence storage, Level III BSL lab, police forensic labs, health department pharmacy, etc.
- 6.4. All equipment and materials shall be new (unless approved in writing by the County Project Manager or his representative) and bear the UL listed approval for its installed application.

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- 6.5. Describe your company's ability to respond to multiple jobs of varying complexity at one time.
- 6.6. Provide your firm's maximum bonding capability. Offerors must be capable of securing bonding up to \$10 million. Attach evidence of your firm's ability to meet this criterion. No minimum bonding threshold is required. The County will use this information to allocate work under the resulting contract.
- 6.7. Project Management staff will be required to coordinate projects with Fairfax County staff, Building Occupants and Subcontractors to provide updates on the project. Provide how you typically coordinate projects with agencies you have worked with.
- 6.8. Project Management, to include: response to project request for pricing; planning and preparation of project documentation, plans, scope of work, trades packages, construction details, estimating, site supervision, submittals, RFI's MOPS, lift plans, safety plans, environmental and energy reports, coordinating, communication and coordination plan, and running project meetings, turn-over packages, and close-out. Describe how you would meet these requirements.
- 6.9. Project Management will also include quality control. Provide a copy of your firm's quality control plan. Provide any quality problems your firm has documented in the past five (5) years. Provide documentation of mechanical and plumbing systems replacement contracts similar in size and scope to Fairfax County Facilities Management department contract and projects completed in the past five (5) years to show that projects have been completed on time and within budget and document change orders by percentage of the original value of the work.
- 6.10. Provide a contact person's name and telephone number for normal working hours, 7:30 a.m. - 5:00 p.m., Monday through Friday. Answering machines are unacceptable as a point of contact. Provide a contact person's name and telephone number for twenty-four (24) hour emergencies. The Contractor shall respond with appropriate licensed technicians on-site to requests for emergency calls within two (2) hours after notification to make directed repairs. For the purposes of this proposal and resulting contract, an emergency is defined as any condition(s) which is a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential service(s) as determined by the County Project Manager or his authorized representative(s), and also applies in the event of a natural disaster or other catastrophic event when the County Executive has declared a "State of Emergency".

7. REQUIRED CONSTRUCTION MANAGEMENT SOFTWARE:

- 7.1. Minimum construction management software requirements: Web-based software that allows unlimited users per instance, so that the construction team, Offeror's team, owner (Fairfax County) team, A/E firm team and stakeholders can all access project information and documents.
- 7.2. Software must be generic construction management software and not directed to a specific industry ie., structural steel industry or workorder(s). The platform shall connect every project contributor to solutions built specifically for the commercial construction industry for the owner (FMD), the HVAC contractor (Offeror), and the specialty contractors. The software must provide for complete and comprehensive project management and document control.
- 7.3. The construction project management software shall be an end-to-end solution that bundles task management, document management, resource management, risk management, and team communication at the individual project level as well as project portfolio level.
- 7.4. The construction project management software shall delineate scope and planning, coordinate budgeting and scheduling, set and track expectations and requirements, and manage construction onsite activities and closeout.

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- 7.5. The construction project management software shall synchronize information between users by engineers, architects and contractors, subcontractors, FMD staff, and onsite construction staff/crews.
- 7.6. Software shall provide a quick view tab for project team to include each team members name, company (company type such as A/E, HVAC, subcontractor commissioning, subcontractor (Testing and Balancing, subcontractor duct cleaning, etc.), role at company (Mechanical PE, Owner, superintendent, etc.), cell phone number.
- 7.7. Construction Management Software shall provide for acceptable (as approved by Fairfax County software review team) provision, administration, and management of the following:
- Construction Project Management
 - Construction Accounting
 - Job Site Management
 - Construction Drawing Management

Examples of requirements in the above-mentioned areas include all the below:

- Plan distribution and viewing
- Document sharing
- Photo documentation
- RFI tools
- MOP tools
- Mobile app
- Meeting agenda
- Meeting minutes
- Purchase Orders
- Change Orders
- Plan markups and sharing (as-builts in AutoCAD AND PDF format)
- Issue tracking
- Punchlist tracking
- Permit tracking
- Daily jobsite reports
- Collaboration and approvals as well as current status, action waiting, assignment to specific team member(s), history log for each action/item. Date for each assignment, change, length of time elapsed since assignment entered, due date, days past due date.
- Submittal management with functionality of collaboration and approvals listed in the bullet directly above.
- Specifications
- Scope of Work
- Invoice Tracking
- Reporting and Analytics to include dashboards, reports, custom reports, data exportability.
- Project scheduling in gannt chart. Project progress in gannt chart.
- Project long-lead time items in gannt chart (to include required lead time, order date, ship date, estimated arrival date, any inter connectivity to other supply and equipment orders and/or lead-times.
- Transmittals
- Document turnover (Operations and maintenance, approved submittals, inspection reports, warranties, As-builts)
- Instant and remote syncing
- Multiple levels of authority to distinguish Contractor, subcontractor, Owner (FMD), A/E Firm access levels.

SPECIAL PROVISIONS**8. CONTRACTOR REQUIREMENTS:**

Contractor's awarded a contract will need to provide the following information for each individual project they are awarded during the term of this contract.

- 8.1. Submit mechanical and/or plumbing project pricing statements and corresponding pricing rates, including that of any necessary sub-contractors, upon request as requirements arise.
- 8.2. Provide all necessary technical information relating to installation, start-up, and operation and maintenance of equipment and systems along with lists of spare parts recommended by manufacturers with part numbers needed to maintain and effectively run the systems and equipment.
- 8.3. Provide project(s) schedule in Microsoft Project Format with emphasis on trades and manpower timing.
- 8.4. Schedule work during the dates and times requested by the County in order to keep County service disruption to a minimum. Work will be required outside of normal business hours. Site closures due to work performed in relation to this contract will not be acceptable. Mechanical and plumbing renovations involving equipment downtime and/or unacceptable temperature conditions during occupied hours must be mitigated with an alternate method of heating or cooling approved by the County Project Manager.
- 8.5. A project foreman or superintendent, fluent in English, must be onsite during all construction activities and have authority to act on behalf of the contractor.
- 8.6. Comply with Virginia and Fairfax County safety, building, and fire codes. The contractor shall be solely responsible for ensuring code compliance.
- 8.7. Submit a test and balance report for each piece of equipment installed. Test and Balance reports shall include at a minimum air and water flow measurements, pressure drops, electrical, and temperature readings, completed by a National Environmental Balancing Bureau (NEBB) or Associated Air Balance Council (AABC) certified agency.
- 8.8. Deliver a comprehensive commissioning plan in a manner commensurate with the project(s) timeline and scope of work requirements. At a minimum, the plan shall include installation inspections and start-up including manufacturer's recommendations, creation of detailed pre-functional and functional performance testing procedures, commissioning action list (issues to be addressed), and verification of closeout requirements (training, warranties, operations and maintenance (O&M) manuals, as built drawings, etc.). Equipment and controls shall be functionally tested at the conclusion of equipment test and balancing. The contractor shall demonstrate correct operation of all control parameters for each piece of mechanical equipment and sequence. Demonstration shall be in the presence of the FMD Project Manager, a Site Representative, and the owner's Controls Representative.
- 8.9. Project Equipment Lists and Submittals: The Contractor shall provide equipment submittals for review prior to ordering the equipment for a project. All submittals including but not limited to equipment, design documents, as-builts, RIF's MOP's, lift plans, safety, plans, daily reports, progress pictures, etc., shall be completed in the Fairfax County Facilities Management Department approved construction management software; hardcopies and emails will not be accepted. Provided equipment literature must indicate capacities, ratings, performance, gages, finishes of materials, electrical characteristics, dimensions and connection requirements, as well as manufacturer's installation instructions. Provide submittals, drawings for review, and as built (electronic, on disc) as follows calculations in .pdf file format, along with plans and as built in .pdf, and most recently released version of AutoCAD, and Revit, and pictures in JPEG. All other submittals, unless otherwise indicated herein, shall be provided in PDF format.

It shall be understood that by the mere act of submitting specific materials and equipment information, the Contractor has done their due diligence of reviewing the existing field

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conditions and acknowledges that the submitted materials and equipment will at a minimum fit within the given confines of the existing spaces, meets established program requirements, while ensuring the required code and maintenance clearances, be supported by the existing structural arrangements.

By approving and submitting submittals, the Contractor represents that the Contractor has determined and verified materials, equipment, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information within such submittals with the requirements of each issued project Scope of Work, design documents, and of the Contract Documents. Submittals are NOT an opportunity for the contractor to alter the scope of work. The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the scope of work, design documents and Contract Documents.

The County will review and approve or take other appropriate action upon the Contractor's Submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Scope of Work and Engineering Design Documents. County review of submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by this Contract. The County's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The County's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- 8.10. Progress meetings: Progress meetings shall be held after issuance of Purchase Order for each project/task. The FMD Project Manager will determine the time and location (note: most meetings will be held at the jobsite and the Contractor and key Subcontractor staff will be required to physically be present at the site for the meetings). The Contractor is responsible to attend these progress meetings.

A minimum of 24 hours in advance of the scheduled meeting, the Contractor will provide meeting agenda to FMD Project Manager. The weekly agenda shall include at a minimum:

- a. Action item reporting
- b. Submittals (reports, permits, invoices, MS Project schedule, etc.)
- c. Review of work completed.
- d. Review of work underway
- e. Two-week work schedule discussion & handout
- f. Issues/concerns
- g. Round table
- h. Material, equipment staging and rigging discussion.
- i. All warranties

- 8.11. Operations and Maintenance Manual: At the conclusion of the project, Operation and Maintenance manuals shall be provided to the FMD project manager electronically via the approved Construction Management Software. Each issued project scope of work will include specific requirements for the Operations and Maintenance manual, at a minimum, the Operations and Maintenance Manual shall include:

- a. Cover sheet with contractor and subcontractor(s) name(s) and physical business address(es), as well as phone number and email address.
- b. Typed list of all different units, equipment, control panels installed as part of the project, including.
 - i. Unit, equipment, or control panel designation;
 - ii. Equipment make and manufacturer, model number, and Serial Number;
 - iii. Filter list, quantity, and sizes;
 - iv. Belt list, quantity, and sizes;
 - v. Relay list, quantity and part or model no.

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- c. A copy of all approved equipment submittals.
 - d. As-built drawings.
 - e. As-built operation and maintenance manual documentation for controls as specified in scope of work.
 - f. Copies of inspection permits and reports.
 - g. Test and balance reports.
 - h. Commissioning reports.
 - i. Equipment start-up, maintenance and operation manuals and instructions.
 - j. Existing condition photos, construction photos, and completion photos
 - k. All warranties.
 - l. Energy, sustainability, and zero waste documentation and reports.
- 8.12. Training Requirements for each project/task: Contractor shall provide equipment and controls training for a duration defined by FMD's project manager for a minimum of four individuals at final completion.
- a. Training shall be scheduled once all testing, balancing, commissioning, and punch list items have been completed to the satisfaction of the FMD Project Manager. All training must be scheduled two weeks in advance of the requested training date.
 - b. A minimum of one week prior to the scheduled training date, operations and maintenance manuals and training materials shall be provided to the FMD Project Manager.
 - c. All training shall be in-person at the project site with the instructor and Contractor physically present at the site to conduct the training.

9. FAIRFAX COUNTY CONSTRUCTION SAFETY RESOLUTION:

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

10. PREVAILING WAGE FOR COUNTY CONSTRUCTION CONTRACTS:

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

11. STATE REGISTRATION OF CONTRACTOR:

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

12. TECHNICAL PROPOSAL INSTRUCTIONS:

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

- 12.1. Section 1 – Introduction:
- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
 - b. Provide a copy of your Virginia Class A Contractor License.

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12.2. Section 2 – Statement of Qualifications:

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
 - i. Offerors are required to have a minimum of five (5) years' experience as a prime commercial Mechanical and Plumbing systems **and** component replacement contractor. Years of experience must be comparable to work that is similar in size and scope to the services described in this RFP. Include your firm's past performance and provide information on relevant experience for facilities such as libraries, fire stations, vehicle maintenance garages, government centers, human services centers, residential treatment facilities, police facilities, LEED systems, judicial facilities, detention centers, negative pressure rooms, and BSLIII labs.
 - ii. A majority of Fairfax County projects will require project management. Project Management personnel must have a minimum of five (5) years' experience performing commercial building Mechanical and Plumbing systems **and** component replacement for critical facilities similar in nature and scope to Fairfax County Facilities Management Department building portfolio. Provide names, resumes and work experience of all project management individuals associated with your company.
 - iii. The Contractor's Project General Manager shall have a minimum of five (5) years commercial mechanical and plumbing systems replacement experience and shall be knowledgeable in multiple disciplines including electrical, mechanical, HVAC, building automation systems, LEED, plumbing and associated trades such as electrical, roof, etc. The Project General Manager's and other Project Managers' background and credentials must be acceptable to Fairfax County. Registration as a Professional Mechanical Engineer in the State of Virginia is desirable, but not required.
- b. References: Special notation must be made of at least two similar in scope and complexity term contracts of equal scope and magnitude for which they were the awarded vendor. The referenced contract shall have been performed in the Washington D.C. metro area within the past 3 years. Provide the name of the contracting organization, addresses, names of contact persons, email address, and telephone numbers for each reference, as well as the nature of work performed.
 - i. Provide contracts completed within the last three (3) years or currently in progress involving the use of multiple subcontractors on multiple projects. Do not leave out any relevant project. Fairfax County reserves the right to check references other than those submitted. The following information should be provided on each contract:
 - Customer name and location of contract
 - Type of project and total value of work done
 - Start date and completion date
 - Name, Title, Address, Phone Number, and e-mail address of the primary point of contact (A secondary point-of-contact may also be provided)
 - Names and phone numbers of major subcontractors, if applicable
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience (recent experience shall be defined as completing similar projects within the past three years). 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 contract. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

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Resumes of staff and proposed consultants and subcontractors are required indicating education, background, recent relevant experience with the subject matter described. Resumes must include trades license numbers and type (Journeyman, Master, PMP, etc.) for at a minimum all mechanics, electricians, foreman and project managers available for this contract (include sub-contractors). Current telephone numbers must be included.

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.

- 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.

12.3. Section 3 – Understanding the Statement of Needs:

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

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

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

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- 13.1. The offeror must submit their response to the Cost Proposal in Bonfire fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. Offerors must provide a price breakdown as follows:
- a. Labor Rates: Regular, after hours, holidays and weekends.
 - Provide the hourly rates for all labor categories necessary to provide services.
 - Labor rates will be paid on the basis of productive time at the site. The hourly labor rate shall include all of the contractor's cost (labor, tools, transportation and travel time).
 - b. Pricing for use of Subcontractor
 - c. Pricing for use of Rental Equipment
 - d. Pricing for use of Equipment/Materials
 - e. Pricing for all other Task and Requirements as outlined herein must be included in the Cost proposal.

14. PRICING:

- 14.1. 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.
- 14.2. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices. The Contractor shall give not less than 60 days advance notice of any price increase to the purchasing office. The contractor shall fill all orders received prior to the effective date of the price adjustment at the old contract prices. **Should a price increase be granted the prices will remain firm for 365 days.**
- 14.3. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 14.4. Price decreases shall be made in accordance with paragraph 40 of the General Conditions & Instructions to Offerors. (Appendix A)

15. TRADE SECRETS/PROPRIETARY INFORMATION:

- 15.1. 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.
- 15.2. **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.
- 15.3. Offeror shall complete the Request for Protection of Trade Secrets or Proprietary Information (Attachment A4) to identify and protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 15.4. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

16. REQUIRED SUBMITTALS:

- 16.1. 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**17. ELECTRONIC SUBMISSION OF PROPOSAL:**

- 17.1. Proposals must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Submissions will only be accepted through the portal. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com or click on the link "Contact Bonfire Support here" under Need Help?. (Note: it takes an average of 16 minutes to an hour for a response). Therefore, offerors shall take the necessary steps to submit their proposals in advance.
- 17.2. Offerors can view user guides which provide step by step instructions regarding use of Bonfire: <https://vendorsupport.gobonfire.com/hc/en-us/categories/6796320852247>.
- 17.3. If, at the time of the scheduled proposal closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire system.
- 17.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.
- 17.5. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 17.6. Unnecessarily elaborate brochures of other presentations beyond what is considered sufficient to present a complete and effective proposal is not desired.
- 17.7. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

18. ADDENDA:

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

19. PROPOSAL ACCEPTANCE PERIOD:

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

SPECIAL PROVISIONS**20. BASIS FOR AWARD:**

- 20.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 20.2. 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.
- 20.3. 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 3.1 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.
- 20.4. 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.
- 20.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 20.6. Proposal Evaluation Criteria

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

a.	Pre-Qualification: Construction Management Software	Pass/Fail
b.	Qualifications of firm with appropriately qualified and experienced personnel and References (ref. Special Provisions, Item 12.2.)	50 points
c.	Detail response to the Special Provisions, Section 6, STATEMENT OF NEED (ref. Special Provisions, Item 12.3.)	35 points
d.	Reasonableness of cost proposal	15 points

- 20.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 20.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 20.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms.

SPECIAL PROVISIONS

Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

- 20.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 20.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

21. INSURANCE:

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

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS**22. METHOD OF ORDERING:**

- 22.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 22.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 22.3. 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.
- 22.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 22.5. 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.

23. REPORTS AND INVOICING:

- 23.1. The Contractor must maintain all records in compliance with federal and state regulations.
- 23.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
 - a. Contractor's name
 - b. Contract Number
 - c. Purchase Order Number
 - d. The name of the County department
 - e. Date of project work and services
 - f. Percentage of project completion billed
 - g. The itemized cost for work and services billed
 - h. Percentage of Project Completion Billed To Date
 - i. Name and address of building where project/service provided
 - j. Name of Assigned Project Manager
- 23.3. County departments 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.

24. PAYMENTS:

- 24.1. Payment to the Contractor will be made as follows:

The County will make partial payment to the Construction Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Construction Contractor, not later than the 30 days from receipt by the County of a properly completed invoice. The County will retain 5 percent of the amount of each individual project proposal until final completion and acceptance of all work covered by this contract. Upon filing with the County copies of invoices for material, there may be included in the monthly estimates 95% of the value of all materials delivered to the site of the work which is to enter into actual construction. Each monthly payment request document shall be an original and four copies and shall be submitted to the County. The original document shall include original typing and signatures. The four copies shall include original signatures.

SPECIAL PROVISIONS

Payment will be made after submittal of approved pay estimate. The amount of monthly certifications for payment shall be considered approximate. The County reserves the right to withhold monthly payments if work is not proceeding according to the contract.

25. CHANGES:

- 25.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 25.2. 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.

26. DELAYS AND SUSPENSIONS:

- 26.1. 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.
- 26.2. 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.
- 26.3. 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.

27. ACCESS TO AND INSPECTION OF WORK:

- 27.1. 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.

28. DATA SOURCES:

- 28.1. 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.

29. SAFEGUARDS OF INFORMATION:

- 29.1. 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.

SPECIAL PROVISIONS**30. ORDER OF PRECEDENCE:**

- 30.1. 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).

31. SUBCONTRACTING:

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

32. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 32.1. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer.
- 32.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 32.3. 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.
- 32.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 32.5. 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.

33. NEWS RELEASE BY VENDORS:

- 33.1. 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.

34. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 34.1. 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.
- 34.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703)

SPECIAL PROVISIONS

324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

35. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 35.1. 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.

36. ADDITIONAL OR SUBSTITUTE BOND:

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

37. BONDS:

- 37.1. Bonds are required for any project with a cost of \$500,000 or more per the Fairfax County Purchasing Resolution.
- 37.2. The contractor shall furnish, within twenty (20) calendar days after execution of a Purchase Order, the following bonds, issued by a surety company licensed and authorized to conduct business in the State of Virginia, made payable to the County of Fairfax. All bonds must clearly make reference to the applicable project, contract number, PO number, and title.
- a. Performance Bond in the amount equal to one hundred percent (100%) of the contract price on AIA Document A312 - 2010 Edition or equivalent.
 - b. Labor and Materials Payment Bond in an amount equal to one hundred percent (100%) of the contract price on AIA A312 -2010 Edition or equivalent.
- 37.3. The Contractor shall be reimbursed for the bond premium cost upon submission of properly executed invoice to the applicable Fairfax County department. The cost of the bond must be included in the quote for the project.
- 37.4. Failure to provide the required bonds, within twenty (20) calendar days, will constitute a material breach of the contract, for which the County may terminate the contract for cause.
- 37.5. The County reserves the right to require additional bonds for any individual project. Also reserves the right to increase or decrease the amount of the bonds based on the work requirement.

38. PERMITS AND LICENSES:

- 38.1. The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. The Contractor shall give all necessary notices, obtain all required permits, special inspections, and pay all Government taxes, fees, and other costs, including costs for water, gas connections, and meters. The Contractor will prepare all necessary documents and obtain required certificates of inspection for work and deliver them to the County before request for acceptance and final payment for work. Hot work welding permit is required when any welding, soldering, or brazing with an open flame is performed on site. All permits including but not limited to trade permits must be posted on-site and a copy provided to the FMD Project Manager prior to the commencement of work.

SPECIAL PROVISIONS

The cost of all required permits, licenses, and inspections will be reimbursed by the County for the actual cost of the permit(s). The Contractor is similarly responsible for all damages to persons or property that occurs as a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction previously accepted.

39. POWER OF CONTRACTOR TO ACT IN EMERGENCY:

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

40. PLANS AND SPECIFICATIONS – INTERPRETATIONS:

- 40.1. The Contractor shall keep at the site of the work one copy of the plans and specifications signed and identified by the Engineer and shall at all times give the Engineer and other representatives of the Owner access. Anything shown on the plans and not mentioned in the specifications or mentioned in the specifications and not shown in the plans, shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the plans and specifications the decision of the Engineer of Record shall govern. Also, any discrepancy between the figures and drawings shall be submitted by the Contractor to the Engineer of Record whose decision shall be conclusive.

41. REFRIGERANT STATUS REPORT:

- 41.1. A Refrigerant Status Report shall be executed every time refrigerant is added to or removed from an air conditioning unit. This form shall comply with EPA guidelines in form and content. Triplicate copies will be given to the Facilities Management Department project manager, one copy left on the jobsite in close proximity to the machine, and a copy retained by the Contractor office.

42. REPORTING TO WORK:

- 42.1. The contractor shall insure that their representatives are capable of clear and concise communication with County employees in the English language.
- 42.2. Contractor's employees/representatives will be required to wear a company uniform at all times or another highly visible form of identification, while work is performed on County property. Contractor employees/representatives who arrive at the County facility without appropriate uniform or ID may be dismissed from the job site.
- 42.3. The County reserves the right to deny access to County-owned and County-operated facilities to any individual. The Contractor shall provide the names of all contractor personnel prior to commencing work.

43. IDENTIFICATION, SECURITY, AND BACKGROUND CHECK:

- 43.1. Due to enhanced security measures, Contractor employees, representatives and sub-contractors are required to always display Fairfax County Contractor identification badges above the waist at all times while on the job site, supplied by the County. Contractor employees, representatives and subcontractors who arrive at the job site without appropriate identification badges will immediately be dismissed from the job site. All supplies, materials and equipment are subject to security inspection.

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- 43.2. All contractor and subcontractor employees must pass to the satisfaction of the Fairfax Security Chief a Fairfax County Criminal History Check at a cost of approximately \$40 per person payable to Castlebranch Inc. Due to enhanced security measures at the Judicial Complex as well as Police and Sheriff facilities all contractor and subcontractor employees must also pass to the satisfaction of the Fairfax Sheriff and or Police Department a Fairfax County Sheriff Department and/or Police Department Criminal History Check.
- 43.3. The Contractor shall assume all costs directly and indirectly associated with obtaining the Fairfax County required Criminal History Checks and Fairfax County Contractor identification badges. Failure to obtain a security badge shall not be a cause for contract or project performance time extension.
- 43.4. The Contractor shall immediately return to the FMD Project Manager badges, prox cards and keys issued to any contractor and/or subcontractor staff members not actively (day-to-day) working at the project site. At the completion of the project all prox cards and keys issued for the project shall be returned to the FMD Project Manager before final invoicing and payment is requested. At the expiration or termination of the contract the Contractor shall immediately return to the FMD Division Director of Design, Engineering and Construction badges, prox cards and keys issued to any contractor and/or subcontractor staff members.

44. INCOMPETENT OR DISORDERLY EMPLOYEES:

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

45. PROTECTION OF WORK AND PROPERTY:

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

46. STORAGE OF MATERIALS:

- 46.1. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be placed under cover when directed. Stored materials shall be located so as to facilitate proper inspection. Equipment that is delivered crated shall remain crated until ready for installation. Lawns, grass plots or other private property shall not be used for storage purposes without the written permission of the County or lessee.
- 46.2. Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated in the contract Work but delivered to and suitably stored on or off the Worksite including applicable insurance, storage, and costs incurred transporting the materials to an off-site storage facility. Approval of payment applications for such stored items on or off the Worksite shall be conditioned upon submission by contractor of bills of sale and required insurance or such other procedures satisfactory to Owner to establish Owner's title to such materials and equipment, or otherwise to protect Owner's and interest including transportation to the Worksite.

SPECIAL PROVISIONS**47. STANDARD PRODUCTS:**

- 47.1. All materials, supplies, and articles furnished shall be the standard products of recognized, reputable manufacturers, as specified and otherwise practicable. The standard products of manufacturers other than those specified, will be accepted when it is proved to be the satisfaction of the Engineer, that they are equal in strength, durability, usefulness and convenience for the purpose intended. Any changes required in the detail and dimensions indicated on the drawings, for the substitution of standard products other than those provided for, shall be made as approved by the Engineer and at the expense of the contractor.

48. CLEANING UP:

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

49. REJECTION OF INFERIOR MATERIAL:

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

50. USE OF PREMISES:

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

51. ALL WORK SUBJECT TO CONTROL OF PROJECT MANAGER:

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

52. PROJECT MANAGER'S CONTROL NOT LIMITED:

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

SPECIAL PROVISIONS**53. WORKMANSHIP:**

- 53.1. Only first-class work shall be performed and all materials furnished in carrying out this contract and shall be of character and quality required by the specifications. Such work or materials shall be the best of their respective kinds, where no standard is specified. Any unsatisfactory work done or materials furnished shall be immediately removed and satisfactorily replaced by the contractor when notified to do so by the Owner's Project Manager at whatever time the inferior work or materials may be discovered. All supplies, materials and equipment shall be new unless otherwise stated in the issued project scope of work.
- 53.2. If the contractor neglects or refuses to remove such unsatisfactory work or materials within forty-eight hours after the receipt of notice, or if satisfactory progress is not made in doing so, the Owner's Project Manager may effect removal of the inferior work or materials and the expense shall be charged to the contractor. Such expense shall be deducted from any monies due or to become due the contractor under the contract. Upon completion of the contract the entire work shall be delivered to the Owner perfect and complete in satisfactory working condition.
- 53.3. The contractor expressly undertakes at his own expense:
- a. to effect all cutting, fitting or patching of his work required to make same conform to the plans and specifications and except with consent of the Owner's Project Manager not to cut or otherwise alter the work of any other contractor, and
 - b. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

54. WEATHER CONDITIONS:

- 54.1. In the event of temporary suspension of work or during inclement weather, or whenever the County's Project Manager shall direct, the Contractor will require any subcontractors to protect carefully all materials and work against damage or injury from the weather. If, in the opinion of the County's Project Manager, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any subcontractors to protect his/her work and materials shall be removed and replaced at the expense of the Contractor.

55. EXAMINATION OF DEFECTIVE WORK:

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

56. WARRANTY:

- 56.1. Unless otherwise stated in the individual project Scope of Work (SOW), all work provided under this contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud. Copies of executed and endorsed warranties shall be submitted to the Project Manager after completion of work.
- 56.2. When defective work and/or materials are found during the warranty period, the Project Manager shall notify the Contractor, in writing, and the Contractor shall respond within seven days of the notification. Upon receipt of notice from the Project Manager, of failure of any item or appurtenance thereto or signs of deterioration during the warranty period, the Contractor shall, at his own expense, promptly adjust or repair or furnish and install necessary replacement parts of design, workmanship, materials approved by the Project Manager or replace the complete item.