



FAIRFAX COUNTY

DEPARTMENT OF PROCUREMENT AND MATERIAL MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013
<http://www.fairfaxcounty.gov/dpmm>

VIRGINIA

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

ISSUE DATE: October 2, 2017	INVITATION FOR BIDS: 2000002190	TITLE: Job Order Construction Services
DEPARTMENT: Facilities Management	DUE DATE/TIME: October 25, 2017 @ 2:30 P.M.	CONTRACT SPECIALIST: George Bright, CPPB, 703-324-3215 or george.bright@fairfaxcounty.gov

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

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

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole Proprietor)

Prompt Payment Discount: ___% for payment within ___days/net ___days

State Corporation Commission (SCC) Identification No.

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

- 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: _____

Legally Authorized Signature

Date

Print Name and Title

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

AN EQUAL OPPORTUNITY PROCUREMENT ORGANIZATION



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

- 1.1 The purpose of this solicitation is to establish a contract for Job Order Construction services through competitive sealed bidding. The contractor shall furnish all labor, materials, tools, and equipment for Job Order Construction Services to include renovation, repair, replacement and alteration projects on an as needed basis for various facilities that are owned/operated by the County of Fairfax and Fairfax County Public Schools in accordance with the requirements, terms and conditions listed in this solicitation. The resultant contract will be a joint cooperative contract to include the requirements of both Fairfax County and the Town of Herndon.
- 1.2 A Job Order Construction contract is an indefinite delivery, indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects for Owners at different locations throughout a designated region. The Contract Documents include a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction. Specific work requirements will be identified in Request for Pricing Scope of Work documents to be issued by the County.
- 1.3 Thereafter, as projects are identified, the Contractor will jointly scope the work with the County. The County will prepare a detailed scope of work and issue a request for job order estimate to the contractor. The contractor will then prepare a job order estimate for the project include a price proposal, schedule, list of contractors, and other requested documentation.
- 1.4 If the job order estimate is found to be complete and reasonable, a purchase order will be issued. The purchase order will reference the detailed scope of work, schedule, and project cost. The price is determined by multiplying the preset unit prices by the appropriate quantities and by the appropriate adjustment factor. The project cost shall be a lump sum, fixed price. A separate job order will be issued for each project. Extra work, credits, or deletions will be addressed in purchase order change orders.
- 1.5 The expenditures for Fairfax County in the first year of the contract are estimated to be \$10 million. The contractor(s) is not required, and may decline, to accept any request for work estimated to be less than \$10,000.
- 1.6 The estimated annual expenditures for the Town of Herndon are \$250,000 annually. The minimum project value does not apply to Town of Herndon projects.
- 1.7 Bidders are required to include the following with their bid. Failure to provide/describe these items may result in the rejection of your bid.
 - a. Vendor's legal authorized signature
 - b. List of Safety Violations
 - c. Copy of State of Virginia's Contractor's License
 - d. References
 - e. Related Project Experience
 - f. Project Manager
 - g. General Manager
 - h. Construction Management Software
 - i. Bonding Capacity

SPECIAL PROVISIONS2. **CONTRACT PERIOD AND RENEWAL:**

- 2.1 This contract will begin on November 1, 2017 or date of award, whichever is later, and terminate on October 31, 2022.
- 2.2 The County reserves the right to renew this contract for five (5) additional years, one (1) year at a time. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department.
- 2.3 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.

3. **BACKGROUND:**

- 3.1 The county currently has multiple contracts for Job Order Construction, the contracts are 4400001417, 4400003723, 4400003724, 4400003725, 4400006187. Information on these contracts is currently available on the Fairfax County Contract Register by entering the above contract numbers on the following web site <http://www.fairfaxcounty.gov/cregister/>

4. **COMPLETION OF BID DOCUMENTS:**

- 4.1 The Bid Submittal must be clearly legible, and presented in sections, for each of the items described in this section. Bidders are required to submit **one original (so marked)**, with an original signature by the bidder's contractually binding authority on the Invitation for Bid Cover Sheet (DPMM 30). In addition, **five (5) complete copies** of the Bid Submittal are to be provided. Bidders must include all information as listed in the Special Provisions and Pricing Schedule: **Failure to provide any of the information may result in the bid being considered non-responsive.**
- 4.2 Bids not received at the following location by the due date and time will not be considered for award. Bids may be mailed or hand delivered to:
- Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
- 4.3 Bids must be submitted in a sealed envelope or package with the following on the outside of such envelope or package:
- Name and Address of Bidder
Bid Number and Title
- 4.4 **SUBMISSIONS RECEIVED AFTER THE DUE DATE/TIME WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND WILL BE RETURNED TO THE BIDDER.**

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- 4.5 **Addenda:** Bidders are reminded that changes to the bid in the form of addenda are often issued between the issue date and within seven (7) days before the due date. All addenda must be signed and submitted to the Department of Procurement and Material Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or accompany the bid. Notice of addenda will issued using the eVA Procurement Portal and the actual solicitation documents will be posted to DPMM Current Solicitation webpage. Bidders are responsible for monitoring the web page for the most current addenda at: <http://www.fairfaxcounty.gov/solicitation>.
- 4.6 **Contractor Qualification Form:** Submit the completed Contractor Qualification Form, and attach any additional documentation required as an Attachment to the Bid Submittal.

5. QUESTIONS REGARDING BID DOCUMENTS:

- 5.1 Any questions pertaining to this solicitation shall be directed to:

George Bright, CPPB, Contract Specialist
Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: (703) 324-3215
Email: george.bright@fairfaxcounty.gov

6. DISSEMINATION OF INFORMATION DURING BID PROCESS:

- 6.1 Bidders are advised that oral explanations or instructions given by County personnel at any time prior to contract award will not be binding. Any formal information given to bidders in reference to this solicitation will be furnished to the public in writing via addenda at: <http://www.fairfaxcounty.gov/solicitation>. Written addenda will be issued when additional information is deemed necessary and/or material.

7. BID EVALUATION/CONTRACT AWARD:

- 7.1 The Unit Price Book (UPB) for the resulting contract shall mean the current editions of the RS Means Facilities Construction Cost Data and/or the RS Means Repair and Remodeling Cost Data books. The Fairfax, Virginia Weighted Average City Cost Index and the prices in the "Total, incl. O & P" column will be used. The total value of the applicable line items and their quantities will be multiplied by the City Cost Index and the Bidder's designated coefficient to determine the lump sum cost of job orders. Generally, the RS Means Facilities Construction Data book will be used for new construction and the RS Means Repair and Remodeling Cost Data book will be used for renovations. Fairfax County will determine the appropriate book to be used on each project.
- 7.2 Bids will be evaluated starting with the bidder with the lowest coefficient. The County will make multiple awards from this solicitation.
- 7.3 Bidders must show satisfactory evidence they have adequate experience for the proposed work covered in this bid and have the necessary financial and personnel resources to be responsive to the County's requirements.

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- 7.4 Pricing shall be based upon a coefficient multiplier (e.g. .95 or 1.10, etc.) to be applied to pre-described and pre-priced tasks contained in the RS Means Unit Price Book (UPB). The following coefficient multipliers shall be provided.
- I. With Project Management – normal hours (M – F, 6:00 a.m. to 6:00 p.m.) except holidays
 - II. With Project Management – outside normal hours (M – F, 6:01 p.m. to 5:59 a.m.) and all day Saturday, Sunday and holidays
 - III. Without Project Management - normal hours (M – F, 6:00 a.m. to 6:00 p.m.) except holidays
 - IV. Without Project Management - outside normal hours (M – F, 6:01 p.m. to 5:59 a.m.) and all day Saturday, Sunday and holidays
 - V. Non Priced Tasks.
- 7.5 Job orders for the Non-Pre-Priced Tasks Coefficient are only utilized if no line item exists in the UPB.
- 7.6 Coefficients shall remain the same for the duration of this contract.
- 7.7 The Master Text Specifications and all current national and local codes will apply to the work done under this contract. All work under this contract shall conform to the Virginia Uniform Statewide Building Code, the Public Facilities Manual and applicable County regulations.
- 7.8 The successful bidder may self-perform construction work. All subcontractors shall have a Class A contractor's license. Construction documents requiring the signature of a registered architect or Engineer shall be prepared by firms engaged by the County and will be provided to the contractor.

8. **OPTIONAL USE CONTRACT:**

- 8.1 Any contract resulting from this solicitation will be an optional use contract. Fairfax County is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by Fairfax County.

9. **EXPERIENCE:**

- 9.1 Bidders are required to have a minimum of three (3) years experience as a prime JOC contractor. 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, courts and detention facilities, residential treatment facilities and police facilities.
- 9.2 List on the Qualification Form Part B, 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
 - Names and phone numbers of major subcontractors, if applicable
 - Name, Phone Number, Address, Fax Number, e-mail address, and title of the primary point of contact (A secondary point-of-contact may also be provided).

SPECIAL PROVISIONS10. **PROJECT MANAGEMENT:**

- 10.1 A majority of Fairfax County projects will not require project management. Project Management personnel must have a minimum of three (3) years experience performing JOC contracting. Provide names, resumes and work experience of all project management individuals associated with your company.
- 10.2 Project Management staff will be required to coordinate projects with Fairfax County staff, Building Occupants and Subcontractors to provide updates on the project.
- 10.3 Project Management, to include: response to project request for Qualification Statement; planning and preparation of job order documentation, plans, scope of work, trades packages, construction details, estimating, site supervision, turn-over packages, and close-out.
- 10.4 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 JOC 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. See paragraph 17, Quality Control, Special Provisions.
- 10.5 Provide a copy of your firm's Safety Procedures. See paragraph 15, Construction Safety Resolution, Special Provisions.

11. **CONTRACTOR'S PROJECT GENERAL MANAGER:**

- 11.1 The Contractor's Project General Manager shall have a minimum of three (3) years JOC experience and shall be knowledgeable in multiple disciplines including electrical, mechanical, HVAC, paving, landscaping, painting, roofing and plumbing. The Project General Manager's and other Project Managers' background and credentials must be acceptable to Fairfax County. Registration as a Professional Engineer in the State of Virginia is desirable, but not required.

12. **BONDING CAPACITY:**

- 12.1 List on the Qualification Form, Part D your firm's maximum bonding capability. Bidders 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.

13. **ADDITIONAL OR SUBSTITUTE BOND:**

- 13.1 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.

14. **BONDS:**

- 14.1 Bonds are required for any project with a cost of \$500,000 or more per the Fairfax County Purchasing Resolution.

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- 14.2 The contractor shall furnish, within twenty-five (25) calendar days after notice to proceed or purchase order, the following bonds, issued by a surety company licensed and authorized to conduct business in the State of Virginia, made payable to the County of Fairfax. All bonds must clearly make reference to the applicable project, contract number, and title.
- a. Performance Bond in the amount equal to one hundred percent (100%) of the contract price on AIA Document A312-2010, Edition or equivalent.
 - b. Labor and Materials Payment Bond in an amount equal to one hundred percent (100%) of the contract price on AIA A312-2010, Edition or equivalent.
- 14.3 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.
- 14.4 Failure to provide the required bonds, within twenty-five (25) calendar days, will constitute a material breach of the contract, for which the County may terminate the contract for cause.
- 14.5 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.
15. **FAIRFAX COUNTY CONSTRUCTION SAFETY RESOLUTION:**
- The Contractor shall comply with the resolution adopted by the Fairfax County Board of Supervisors on December 8, 2003, as amended:
- 15.1 It shall be required that each bid submitted to the County for a contract for construction, alteration, and/or repairs, including painting or decorating of a building, highway, street, bridge, sidewalk, culvert, sewer, excavation, grading, or any other construction, include a list of all the following actions which have become final in the three years prior to the bid submission:
- A. Willful violations, violations for failure to abate, or repeated violations, for which the bidder was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan for any other public jurisdiction; or
 - B. Three (3) or more serious construction safety violations for which the bidder was cited by the (a) United States Occupational Safety and Health Administration; or (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan from any other public jurisdiction
 - C. Termination of a contract between the contractor and any public entity by their purchasing agent or his designee for safety violations
- If the bidder has not received or been the subject of any such violations in the three years prior to the bid submission, then the bidder shall so indicate by certification of Safety Violations. The bidder will also indicate on this form each state in which work was performed in the three (3) years prior to bid submission.
- 15.2 If the bidder has not received or been the subject of any such violations referenced in paragraph A in the three (3) years prior to the bid submission, then the bidder shall so indicate by certification on the bid form entitled Certification of Safety Violations. The bidder will also indicate on this form each state in which work was performed in the three (3) years prior to the bid submission.

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- 15.3 No bidder or contractor may bid on a County construction contract who has been the subject of any citations for the type and number of violations listed in aforementioned paragraph 10.1, which have become final within the three (3) years prior to the bid submission.
- A. Notwithstanding the language of paragraph 15.3 above, any bidder or contractor who has been the subject of a violation, as described in paragraph 10.1A, which has become final in the three (3) years prior to the bid submission, may bid, if the bidder or contractor meets the eligibility criteria set forth in paragraph 10.5, below.
 - B. Notwithstanding the language of paragraph 15.3, above, any bidder or contractor who has been the subject of the type and number of violations as described in paragraph 10.1B, which have become final within three (3) years prior to bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph 10.5.
 - C. Notwithstanding the language of paragraph 15.3 above, any bidder or contractor who has previously been terminated from a public contract, as described in paragraph 15.1C within three (3) years prior to the bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph 10.5 below.
- 15.4 Prior to bidding on a project, under the provisions of paragraph 15.3 above, a contractor may request that a determination be made by the County's Purchasing Agent or designee, regarding their eligibility to submit a bid on a contract under the terms of this resolution. However, this request for determination and any subsequent adjudication process must be completed prior to submitting a bid on any project and the request for determination must be received by the County's Purchasing Agent or designee no later than twenty-one (21) days before bids are due unless otherwise stated in the Solicitation. A notice of the bidder's request for determination of eligibility will be posted publicly for comments by any interested party. The bidder's request for determination of eligibility and all supporting documentation provided by the bidder to the County in support of its request shall be open to the inspection of any interested person, firm or corporation in accordance to the requirements of Fairfax County Purchasing Resolution and Virginia Freedom of Information Act.
- 15.5 At the request of the Purchasing Agent or designee, the County Risk Manager shall evaluate a contractor's eligibility. Contractors may be subject to a special audit of their safety records as required. The criteria used by the Risk Manager in evaluating contractor's eligibility shall include but not be limited to the following:
- Corrective action taken by a bidder or contractor to prevent the recurrence of safety violations.
 - Days Away From Work Incident Rate for the past three (3) years
 - Summary of Work-Related Injuries and Illnesses/Incident Rate for the past three (3) years
 - Worker's Compensation Experience Modification Rating for the past three (3) years
 - Fatality record for the past five (5) years
 - Detailed information regarding the firm's safety program including but not limited to a Safety and Health plan and qualifications of the safety personnel
 - Verification that management staff directly in charge of projects that experienced safety violations listed in aforementioned paragraph A will not be involved in the County project.
 - Incorporation of safety and health related issues into their new employee orientation programs
 - Incorporation of work safety as a part of an employee's performance evaluation.
 - Support of safety related matters by senior/corporate management. Does the firm have a safety policy statement signed by a member of senior/corporate management?
 - Designation of a full time Safety Manager. Does this person report to a high level, authoritative position within the Company?

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- Frequency and type of safety inspections conducted at work sites.
 - The number and type of safety training programs conducted for employees.
 - Frequency of safety "tailgate meetings" conducted by the firm
 - Designation of an active safety committee, frequency of their meetings and list of members of the committee.
 - Active membership in a recognized construction safety organization in the Washington Metropolitan area, or in the state of contractor's domicile.
- 15.6 The determination of eligibility rendered by the Purchasing Agent or his designee shall be final unless it is appealed in accordance with the provisions of the solicitation or the Fairfax County Purchasing Resolution.
- 15.7 It shall be a condition of each County construction contract, as discussed above, that no contractor or subcontractor contracting for any part of the contract work shall require any laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.
- 15.8 The contractor awarded a County construction contract shall certify in writing that they will not knowingly, willfully, or recklessly employ or contract with any person, company, corporation, or any other entity for services pursuant to that contract if such person, company, corporation, or other entity could not have been awarded such contract due to the restrictions in paragraph 10.3 above.
- 15.9 The contractor shall also certify in writing that all safety related information provided in accordance with the Safety Resolution and contract requirements are complete, accurate and truthful.
- 15.10 The failure to provide information requested pursuant to this Resolution or the failure to conform to the certification requirements of this Resolution shall be grounds for disqualifying a prospective bidder.
- 15.11 The County may impose the following sanctions upon a contractor who willfully submits any false or misleading certification or information regarding material facts in connection with submissions pursuant to this Resolution, or willfully omits any certification or information regarding material facts in connection with submissions pursuant to this Resolution. The term willful shall include intentional or reckless acts or omissions.
- A. Disqualify the prospective bidder from bidding a contract.
 - B. Debar the contractor from bidding future contracts for a period not to exceed three years.
 - C. Terminate the contract awarded to the bidder after providing notice and opportunity to be heard.
16. **STATE REGISTRATION OF CONTRACTOR:**
- 16.1 If a contract is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is seven hundred-fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54, Chapter 11, Code of Virginia (1950), as amended, to show evidence of being licensed as a "Class A Contractor." (Non Virginia licenses are not acceptable). If a contract is seventy five hundred (\$7,500) dollars or more but less than one hundred and twenty thousand dollars (\$120,000), the bidder is required to show evidence of being licensed as a "Class B Contractor". If a contract is one thousand dollars (\$1,000) or more but less than seventy five hundred dollars (\$7,500), the bidder is required to show

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evidence of being licensed as a "Class C Contractor."

16.2 Due to the estimated value of any resulting contract, all Bidders must be Class A contractors. State your firm's Class A Virginia Contractor Number, expiration date and all classifications and specialties. Bidder must maintain a current license for the term of the contract. The County will not consider a response from a vendor who is not properly licensed at the time of bid submittal. All unlicensed bidders will be deemed not qualified.

16.3 ***The bidder shall provide a copy of the license*** and complete the information requested in the Contractor Qualification Form. *The Code of Virginia does not allow an unlicensed contractor to submit a bid where the resultant contract will require a license. The bidder shall provide a copy of the license*

17. **QUALITY CONTROL/QUALITY ASSURANCE PROGRAMS:**

17.1 For each project, the Contractor shall submit a Quality Assurance/Quality Control Plan to the County project manager within fifteen (15) calendar days after the project cost proposal is accepted. The plan shall address all aspects of quality control, including responsibility for surveillance of work, documentation, corrective action and interface with County inspectors. The Contractor shall also submit a list of proposed subcontractors for County approval.

18. **CONTRACT INSURANCE PROVISIONS:**

18.1 The Contractor shall not commence work on the site until he/she has obtained all insurance required under this article nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been obtained. The Contractor shall agree to furnish certificates of such coverage if requested by the County Purchasing Agent.

18.2 The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

18.3 The Contractor shall, during the continuance of all work under the Contract provide the following:

a. Maintain statutory Worker's Compensation and Employers' Liability insurance in limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per aggregate/occurrence, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required.

c. The Contractor agrees to maintain, owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per aggregate/occurrence, including property damage, covering all owned, non-owned, borrowed, leased, or rented

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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 Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

- d. **Builder's Risk Policy:** The Contractor shall provide Builder's Risk and Fire and Extended Coverage insurance to protect the County and Contractor and subcontractors against loss caused by the perils insured in the amount of 100% of the insurable value of the contract. Such insurance value shall reflect any increases to the contract amount through change orders. Policy to be in Builder's Risk Completed Value forms, including the following:
 - 1. Policies shall be written to include the names of contractors and County and the words "as their interest may appear";
 - 2. All insurance shall be in effect on or before the date when construction work is to commence; and
 - 3. All insurance shall be maintained in full force and effect until the final acceptance of the project by the County.

- e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

- f. The contractor agrees to maintain Environmental Impairment Liability including sudden and accidental pollution and in transit coverage as well as coverage for storage at site.

- g. **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 limits 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 a copy of the endorsement itself.
 - 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.

- h. The Contractor shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the County, the contractor and subcontractors.

- i. **Rating Requirements:**
 - 1. 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.

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2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market's policy holder surpluses are equal to or exceed the surpluses that correspond to Best's A:VI Rating or better.
 - j. Hold-harmless and Indemnification: Article 63 of the General Conditions and Instructions to Bidders shall apply.
 - k. The Contractor will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein.
 - l. The Contractor will secure and maintain all insurance certificates of its subcontractors that shall be made available to the County on demand.
 - m. The Contractor will provide on demand certified copies of all insurance coverage 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.
- 18.4 No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - 18.5 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of the liability provisions of the Contract.
 - 18.6 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.
 - 18.7 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
 - 18.8 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - 18.9 The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
 - 18.10 Any loss insured under subparagraph "16.3d" is to be adjusted with the County and made payable to the County as trustee for the requirements of any applicable mortgagee clause. The contractor shall pay each subcontractor a just share of any insurance monies received by the contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to his/her sub-subcontractors in similar manner.

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18.11 When the County finds it necessary to occupy or use a portion or portions of the work prior to substantial completion thereof, such occupancy shall commence with a mutual agreement between the County and contractor. The insurance company or companies providing the property insurance recognize this contingency and shall provide evidence of such endorsement prior to commencement of work. This insurance shall not be canceled or lapsed for the unoccupied part of the building on account of such partial occupancy. Consent of the contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

18.12 The County, its officers and employees shall be named as an "additional insured" and "loss payee" on 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."

18.13 A Fairfax County contract number must be provided on the certificate.

19. **IDENTIFICATION, SECURITY, AND BACKGROUND CHECK:**

19.1 Contractor employees, representatives and sub- contractors are required to 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.

19.2 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 \$34 per person payable to Castlebranch Inc.

19.3 The Awardee shall assume all costs directly and indirectly associated with obtaining the Fairfax County Criminal History Checks and Fairfax County Contractor identification badges.

20. **PURCHASE ORDER:**

20.1 A purchase order for the approved Job Order Proposal will be issued for each project and will become an integral 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 and assures distribution of the necessary receiving reports.

20.2 The purchase order does not supersede any provisions of the Acceptance Agreement. Performance time and dates are determined solely by the contract and any modification thereto.

20.3 Services/supplies are not to begin until receipt of the purchase order or other notification by the County Purchasing Agent to proceed. See Scope of Work Provisions, Works Authorization Ordering, paragraph 4.

20.4 The contractor shall include with job pricing the backup used to compute the project cost. Show the values used and the computations.

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20.5 The coefficient multiplier must include all costs other than those contained in the pre-priced unit prices, including, but not limited to, direct costs of performing the work, materials, labor burden, overhead, profit, project office expenses, mobilization, close-out costs, bonding costs, insurance, compliance with environmental laws, protective clothing and equipment, traffic and work site barriers, computer equipment and software, vehicles, testing and all contingencies in connection with performing the work. NO ADDITIONAL PAYMENTS WILL BE ALLOWED FOR ANY OF THESE ITEMS.

21. PAYMENTS:

21.1 The Owner shall pay the contractor no more than once a month. The contractor must submit individual invoices for each separate job order project. The amount to be paid shall be based on the work completed at the applicable agreed upon job order project line item costs extended for the quantities used or expended.

21.2 Approval: The contractor shall submit the Schedule of Values for approval by the Project Manager prior to submittal of the first payment request. The values shall be itemized by specification section and shall include line item costs and the contractor's coefficient "multiplier". The Schedule of Values shall establish reasonable apportionment of costs for each work item while avoiding front-end loading of the values. When there is a disagreement on the apportioned value of items of the work, the Project Manager shall request supporting documentation from the Contractor in the form of copies of calculations, Subcontractors and Supplier quotations, signed contracts and purchase orders.

In the estimation of work completed, the Project Manager will authorize payment for material delivered to the project site and preparatory work completed if Contractor furnishes satisfactory evidence that they have acquired title to such material and that such material will be used to perform the work for that project.

22. CORRESPONDENCE:

22.1 All communications between the parties relating to details, progress and coordination of the work shall be through the Engineer and shall be deemed binding only when in writing.

23. PERMITS AND LICENSES:

23.1 For each project the Contractor shall give all necessary notices, obtain all required permits, and pay all government taxes, fees, and other costs, including costs for water, gas connections, and meters. The contractor will prepare all necessary documents, prepare and/or procure and file any necessary engineered plans, and obtain required certificates of inspection for work and deliver same to owner before request 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 Project Manager prior to the commencement of work. The cost of all required inspections will be the responsibility of the contractor. **Contractor is responsible for all costs associated with obtaining permits and licenses.**

24. POWER OF CONTRACTOR TO ACT IN EMERGENCY:

24.1 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.

SPECIAL PROVISIONS

24.2 Any compensation claimed by the Contractor due to such extra work shall be submitted to the Project Manager for approval.

25. **PLANS AND SPECIFICATIONS - INTERPRETATIONS:**

25.1 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 shall govern. Also, any discrepancy between the figures and drawings shall be submitted by the Contractor to the Engineer whose decision shall be conclusive.

26. **USE OF PREMISES:**

26.1 The contractor shall 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 Owner's representative. 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.

26.2 The contractor is responsible for repairing or replacing any work damaged by his/her operations within ten (10) days after notification by the Owner's representative.

26.3 It is the responsibility of the contractor to report in writing, to the Project Engineer any damages found prior to any work at the site.

27. **PROTECTION OF WORK AND PROPERTY:**

27.1 The contractor shall protect the Owner'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 Owner 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.

28. **STORAGE OF MATERIALS:**

28.1 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 Owner or lessee.

29. **STANDARD PRODUCTS:**

29.1 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

SPECIAL PROVISIONS

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.

30. ALL WORK SUBJECT TO CONTROL OF PROJECT MANAGER:

30.1 In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Project Manager and shall perform all work to the satisfaction of the Project Manager and at such times and places, by such methods and in such manner and sequence as he may require. The Project Manager shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents, and any extra work orders and shall decide all other questions in connection with the work. The Contractor shall employ no plans, equipment, materials, methods or persons to which the Project Manager objects and shall remove no plant, materials, equipment or other facilities from the site of the work without the Project Manager's permission. The Project Manager shall confirm in writing, any oral order, direction, requirement or determination.

31. PROJECT MANAGER'S CONTROL NOT LIMITED:

31.1 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 method of work performance are examples, only. Bidders should not assume that the Project Manager's direction is limited to those items only, but applies to all work performed under the contract.

32. INCOMPETENT OR DISORDERLY EMPLOYEES:

32.1 If any person employed on the work by the Contractor shall appear to the Project Manager to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on the requisition of the Project Manager, and shall not again be reemployed (on subject project) except on written consent of the Project Manager.

32.2 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 job site without the written consent of the Project Manager.

33. WORKMANSHIP:

33.1 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 Project Manager at whatever time the inferior work or materials may be discovered.

33.2 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 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.

SPECIAL PROVISIONS**34. CHANGES AND ALTERATIONS:**

34.1 The Owner reserves the right through its Project Manager to make such alterations in the installation of items of work shown on the plans, as may be necessitated by conditions found during construction that in the judgment of the Project Manager appear advisable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Project Manager. If such changes increase the amount of the work or materials, the Contractor will be paid according to the quantity of work actually done at the prices established for such work under the contract. If such alterations or changes diminish the quantity of work to be done, they shall not constitute a claim for damages or for loss of anticipated profits in the work which may be dispensed with, and the work as constructed shall be paid for in accordance with the contract

35. NECESSARY DETAILS NOT SPECIFICALLY MENTIONED:

35.1 Any and all work that may be called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, shall be furnished and executed by the Contractor as if designated. The contractor shall furnish all required work or material which is not denoted in the plans and specifications either directly or indirectly, but which is necessary for project.

36. WEATHER CONDITIONS:

36.1 In the event of temporary suspension of work or during inclement weather, or whenever the 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 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.

37. EXTENSION OF TIME: NO WAIVER:

37.1 If the Contractor is delayed in the completion of his/her work by reason of unforeseeable causes beyond his/her control and without his/her fault of negligence, including but not restricted to acts of God or the public enemy; acts of neglect to the Owner, acts or neglect of any other Contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion, or freight embargoes, the period specified for the completion of his/her work shall be extended by such time as shall be fixed by the Owner.

37.2 No such extension of time shall be deemed a waiver by the Owner or his right to terminate the contract for abandonment or delay by the Contractor as herein provided to relieve the Contractor from full responsibility for performance of his/her obligations hereunder.

38. CLEANING UP:

38.1 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 Manager shall determine to be fair and equitable.

SPECIAL PROVISIONS**39. EXAMINATION OF DEFECTIVE WORK:**

- 39.1 If required by the 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 Project Manager to make proper inspection and the contractor shall make good again the work so pulled down, undone or opened to the 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 Engineer, the expenses thereby incurred shall be incurred by the Owner.
- 39.2 The Owner has the right to make inspections and tests, as deemed advisable, to ensure the requirements of the specifications are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the Owner may demand the Contractor take the steps necessary to meet those requirements. If the Contractor fails to respond to such demands, the County may terminate the contract for cause, in accordance with paragraph 33 of the General Terms and Conditions. In this event, the County may enter into an agreement with others and the Contractor will be liable to the County for costs in excess of the original project amount.

40. REJECTION OF INFERIOR MATERIAL:

- 40.1 An inspection and approval of the materials by the Project Manager shall not in any way subject the Owner 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.

41. OWNER'S RIGHT TO WITHHOLD PAYMENTS:

- 41.1 The Owner may withhold from the Contractor so much of any approved payments due him as may in the judgment of the Owner be necessary:
- a. To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;
 - b. To protect the Owner from loss due to defective work not remedied or;
 - c. To protect the Owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or of any of his/her subcontractors. The Owner shall have the right as Agent for the Contractor, to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to accrue such protection. Such applications of such money shall be deemed payments for the account of the Contractor.

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

- 42.1 If:
- a. the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or
 - b. a receiver or liquidator shall be appointed for the Contractor or for any of his/her property and shall not be dismissed within 20 days, or after such an appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or
 - c. the Contractor shall refuse or fail, after Notice of Warning from the Engineer, to supply enough properly skilled workmen or proper materials; or

SPECIAL PROVISIONS

- d. the Contractor shall refuse or fail to prosecute the work with such diligence as will insure its completion within the period specified (or any duly authorized extension) or shall fail to complete the work within said period; or
- e. the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or
- f. the Contractor shall fail or refuse to regard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of this contract, then and in any such event, the Owner, without prejudice to any other rights or remedy it may have, may by seven (7) days' notice to the Contractor, terminate the employment of the Contractor and his/her right to proceed either as to the entire work or (at the option of the Owner) to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor shall exceed the expense of completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay) such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balance, the Contractor and his/her sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and use such materials, appliances, supplies, plans and equipment as may be on the site of the work, and necessary therefore, for completing the work. If the Owner does not so terminate the right of the Contractor to proceed, the Contractor shall continue the work.

43. **WARRANTY:**

- 43.1 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 warranties shall be submitted to the Project Manager after completion of work.
- 43.2 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 Owner, 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 Owner or replace the complete item

44. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:**

- 44.1 The acceptance by the Contractor of the final payment constitutes a release to the Owner of all claims and of all liability to the Contractor for all work or materials furnished in connection with agreement and for every act and neglect of the Owner and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the final payment if this payment is improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance Bond.

45. **ERRORS:**

- 45.1 The Contractor shall make no claim against the Owner because the estimates, tests or representations of any kind affecting the work made by any officer or agent of the Owner may prove to be erroneous, in any respect.

SPECIAL PROVISIONS46. **ORDER OF PRECEDENCE:**

- 46.1 In the event of conflict, the Acceptance Agreement and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, included herein.

47. **SUBCONTRACTING:**

- 47.1 The contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. 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.dmbes.state.va.us>; local chambers of commerce and other business organizations.
- 47.2 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.
- 47.3 The use of Subcontractors does not alter UPB unit costs or Contractor coefficient and subcontractors pricing shall not be used as a basis for reimbursement.

48. **NEWS RELEASES BY VENDORS:**

- 48.1 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.

49. **AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

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

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

50. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 50.1 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

SPECIAL PROVISIONS51. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 51.1 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 any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 51.2 It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 51.3 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.
- 51.4 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.
- 51.5 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.

SCOPE OF WORK PROVISIONS

1. GENERAL INFORMATION:

1.1 This is a fixed unit price, indefinite quantity requirements contract for the performance management of a broad range of construction projects to include repair, replacement, renovations, alterations, and maintenance projects on an “as-needed” basis by Fairfax County. The specific work requirements will be identified in Job Orders to be issued by the County. The following documents shall be used in the execution of work under this Contract:

- The Unit Price Book, the current editions of the RS MEANS Facility Construction Cost Data, and the RS Means Repair and Remodeling Cost Data books contain pricing information for the description of work to be accomplished in the unit of measure specified.
- All provisions and terms and conditions included in this solicitation.
- Virginia Uniform Statewide Building Code, current edition.
- All relevant National, State, and Local laws, codes, and regulations.
- Fairfax County Guidelines for Architects/Project Managers, current edition.

2. CONSTRUCTION MANAGEMENT SOFTWARE:

2.1 The selected contractor shall use a County approved construction management software such as Procore or Constructware, for project management and document administration. The Fairfax County Facilities Management Department shall be given Administrative Rights to this project, its data, and contents in the contractor’s construction management software. The contractor shall provide the county’s design engineering firm with access to the project management software. It is the responsibility of the contractor to ensure that all project information is accurately, timely and correctly loaded into the construction management software.

3. JOC PROJECT SUPPORT REQUIREMENTS:

3.1 Computer Software:

- A. The contractor shall provide computer software that provides the user with an automated version of the Unit Price Book items and price information, allow the user to select the desired Unit Price Book items and quantities from the automated listings, and based on these selections will extend and total the Unit Price Book costs for the project job order proposal. At least one (1) network copy of this software allowing unlimited users shall be provided to Fairfax County after Contract Award. Training for use of the software shall also be provided for ten (10) County employees at no additional cost to the County.
- B. The supplier of the JOC software may from time to time issue updates to, or replacements for the software for the term of the contractor. All changes and updates to the software shall be made by the contractor and a new copy of the software shall be furnished to Fairfax County. The Contractor shall promptly install the new software, at no additional cost to Fairfax County, and shall provide the County with computer printouts that adequately verify the incorporation of these changes.
- C. The Contractor shall not alter, append, delete or otherwise modify the programming, Unit Price Book items, or prices contained in JOC software, unless otherwise directed by Fairfax County.

SCOPE OF WORK PROVISIONS

- D. Each project proposal submitted by the Contractor shall contain a computer-generated printout of all proposed Unit Price Book items, quantities, extended prices, and total proposed cost.
- E. All unit prices are based on local labor, material and equipment prices for the direct cost of construction.

4. **WORK AUTHORIZATION ORDERING:**

- 4.1 With the exception of emergencies, any work required under the resulting Contract shall be ordered by issuance of formal written scope/specification of work and the Fairfax County Purchase Order. The process will occur as follows:
 - A. As the need exists for performance under the terms of this Contract, the Fairfax County Project Manager will notify the Contractor of an existing requirement by issuing a request for pricing/scope of work.
 - B. Upon receipt of this notification, the Contractor shall respond within two (2) working days, or as otherwise instructed by Fairfax County, (two hours in emergencies) by:
 - a. Visiting the proposed site in the company of the customer requesting the work;
 - b. Preparing a record of the site visit to include sketches of the desired work; and/or;
 - c. Contacting the Fairfax County Project Manager to request clarifications or guidance.
 - C. The Contractor shall prepare a Job Order Proposal further defining and restating the scope and providing a line item proposal of the individual tasks, quantities, and costs. The proposal shall also include proposed subcontractors and specific equipment and product information for County approval.
 - D. The Unit Price Book shall serve as the basis for establishing the value of the work to be performed, including changes.
 - a. Items that cannot be found in the UPB are considered "non pre-priced". If an item that is basically the same in "form, fit, and function" can be found in the price book, it can be used to price the line item if pre-approved by the County Project Manager. The contractor will provide appropriate rationale and documentation for each "non pre-priced" line item proposal. If a like item cannot be found or approved by the County, the contractor will obtain three quotes and submit them to the County Project Manager for review. The County Project Manager may negotiate, with the Contractor, to obtain an equitable price. Once negotiated, the item and price can be added to the UPB and the item will no longer be considered non pre-priced.
 - b. Line Items in Division I of the UPB may not be used for pricing of the Job Order, as these items are to be included in the contractor's coefficients. Specific exceptions may be individually authorized if Fairfax County has an unusual requirement and is approved in advance by the County Project Manager.
 - c. The contractor shall perform at the prices listed in the UPB, current year addition, multiplied times the applicable coefficient, times the weighted average city cost factor. Printouts of the line items shall list the bare cost for each line item from the UPB, the adjusted cost of each line item and the coefficient and weighted average used.

SCOPE OF WORK PROVISIONS

- E. The Contractor's proposal shall be submitted within seven (7) working days after receipt of the Request for Job Order Proposal unless otherwise specified by Fairfax County.
- F. Upon receipt of the Contractor's proposal, the Fairfax County Project Manager will review the proposal for completeness and will reach agreement with the Contractor on pricing, schedule, and all other terms, prior to issuance of a Purchase Order.
- G. Fairfax County will issue a Purchase Order which will be the Contractor's Notice to Proceed. Once the Purchase Order is issued, the work will be handled as a firm fixed price lump sum contract for the agreed-upon statement/scope of work.
- H. In the event Fairfax County does not issue a Purchase Order after receipt of the Contractor's proposal, the County is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal. In cases where a County agency utilizes these procedures for the sole purpose of obtaining a scope of work and project estimate, the County will reimburse the Contractor for costs incurred by back-charging the County agency when requested to do so by the Contractor.
- I. In the event of emergency requirements for service, the procedures above will be expedited upon receipt of a verbal Work Authorization by the Director, Department of Purchasing and Supply Management or a designated representative. Work will commence as required and documentation will be provided as soon as possible.
- J. In response to a request for pricing/scope of work issued by the County Project Manager, the Contractor shall provide construction services to include furnishing all necessary labor, materials, tools, supplies, equipment, permits, shop drawings, monthly progress reports, daily construction logs, O&M Manuals, warranties, transportation, disposal of construction debris, supervision, management, and shall perform all operations necessary and required for construction work (hereinafter called "the Work") which will be defined and further described in specific project requirements in each scope of work. The Work shall be performed in accordance with the requirements set forth in each scope of work and as further specified in the Scope of Services contained within the IFB.

5. **JOINT SCOPE MEETING:**

- 5.1 As the need exists, the owner will notify the contractor of a project, schedule a joint scope meeting and issue a notice of joint scope meeting. The topics to be discussed will include the general scope of the work; alternatives for performing the work; access to the site; hours of operation; staging area; requirements for technical data or shop drawings; project duration.

6. **SCHEDULING OF WORK:**

- 6.1 For each project, Fairfax County will issue a Purchase Order that will serve as a "Notice to Proceed" and which will contain the approved Purchase Order based upon the negotiated and approved Job Order Proposal. The first day of performance shall be the effective date specified on the Purchase Order. Any preliminary work started or materials ordered or purchased before receipt of the Purchase Order shall be at the risk and expense of the Contractor. The Contractor shall diligently ensure the Work is completed within the time set forth in the Purchase Order. The period of performance includes allowance for mobilization, holidays, weekend days, inclement weather, and cleanup; therefore, claims for delay based on these elements will not be allowed. When the Contractor considers the Work complete and ready for its intended use, the Contractor shall request Fairfax County to inspect the

SCOPE OF WORK PROVISIONS

Work to determine the status of completion. When the County determines the Work to be substantially complete, the County will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Purchase Order. The Contractor shall proceed promptly to complete and correct items on the list within the time frame stated in the scope of work.

- 6.2 The Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damage shall be repaired or replaced by the Contractor at no cost to the County.
- 6.3 The Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Purchase Order at no additional cost to the County. Proposed traffic control methods shall be submitted to the County for final approval.
- 6.4 The Contractor shall be responsible for obtaining all required permits and including the documented actual cost in the monthly invoice.

7. SUPERVISION:

- 7.1 The Contractor shall have a competent superintendent, satisfactory to the Fairfax County Project Manager, on the site at each project location at all times during the progress of the work. The superintendent shall be familiar with and be able to read and understand plans and specifications, and be capable of communicating orally and in writing (in English) with the Fairfax County staff, inspectors, and the Contractor's workers. The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures, for coordinating all portions of the work under the Contract, except where otherwise specified herein, and for all safety and worker health programs and practices. The Contractor shall notify the Fairfax County Project Manager, in writing, of any proposed change in superintendence, including the reason therefor, prior to making such change. The contractor must use qualified, licensed and experienced employees.

8. ACCESS TO AND INSPECTION OF WORK:

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

9. INSPECTION:

- 9.1 All work and materials shall be subject to a final inspection by an authorized representative of Fairfax County. Any omission or failure on the part of the Fairfax County Representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection, the Contractor shall remove or repair, at their own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge.
- 9.2 If the contract documents, the Owner's or his agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, the Contractor shall give the Owner or his agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Owner or his agent or other proper authorities, be uncovered for examination at Contractor's expense.

QUALIFICATION FORM

This Contractor Qualification Form shall be used to determine bidder responsiveness and responsibility.

In order for the County to properly evaluate your firm for award of a contract, please provide the following information:

A. GENERAL INFORMATION:

1. Name and Address of Firm

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

2. Years of operation under the present firm or trade name: ____

3. Check One:

- _____ Corporation
- _____ Partnership
- _____ Sole Proprietorship
- _____ Joint Venture
- _____ Other

4. If a Corporation, state:

Date of Incorporation: _____

State in which Incorporated: _____

5. If an out-of-state corporation:

If incorporate outside the State of Virginia, but is currently authorized to do business in the Commonwealth, give the date of such authorization: _____

6. Name and Titles of Principal Officers

Date Elected

QUALIFICATION FORM

7. **If a Partnership, state:**

Date of Partnership: _____

Type of Partnership (General or Limited): _____

Names and Addresses of Partners:

8. **If Joint Venture, state:**

Date of Joint Venture: _____

Names and Addresses of Joint Ventures:

9. **If Sole Proprietorship, state:**

Name and Address of Sole Proprietor:

10. **If Other than above, please describe:**

QUALIFICATION FORM

B. RELATED PROJECT EXPERIENCE:

List no less than three (3) JOC Projects successfully completed, within the last three (3) years or currently in progress. Do not leave out any relevant project. Attach additional pages if needed. Fairfax County reserves the right to check references other than those submitted.

1. Customer Name: _____

Location of Contract: _____

Type of Project: _____ Total Value of Work Completed: _____

Contract Number: _____ JOC Project Manager Name _____

Start Date: _____ Completion Date: _____

Major Subcontractor(s)

Name: _____

Address: _____

Contact Person: _____

Telephone Number: () _____

Role in Project: _____

Name: _____

Address: _____

Contact Person: _____

Telephone Number: () _____

Role in Project: _____

Name: _____

Address: _____

Contact Person: _____

Telephone Number: () _____

Role in Project: _____

Customer Primary Point of Contact:

Name/Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

QUALIFICATION FORM

2. Customer Name: _____
Location of Contract: _____
Type of Project: _____ Total Value of Work Completed: _____
Contract Number _____ JOC Project Manager Name _____
Start Date: _____ Completion Date: _____

Major Subcontractor(s)

Name: _____
Address: _____
Contact Person: _____
Telephone Number: () _____
Role in Project: _____

Name: _____
Address: _____
Contact Person: _____
Telephone Number: () _____
Role in Project: _____

Name: _____
Address: _____
Contact Person: _____
Telephone Number: () _____
Role in Project: _____

Customer Primary Point of Contact:

Name/Title: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Email Address: _____

QUALIFICATION FORM

3. Customer Name: _____
Location of Contract: _____
Type of Project: _____ Total Value of Work Completed: _____
Contract Number _____ JOC Project Manager _____
Start Date: _____ Completion Date: _____

Major Subcontractor(s)

Name: _____
Address: _____
Contact Person: _____
Telephone Number: () _____
Role in Project: _____

Name: _____
Address: _____
Contact Person: _____
Telephone Number: () _____
Role in Project: _____

Name: _____
Address: _____
Contact Person: _____
Telephone Number: () _____
Role in Project: _____

Customer Primary Point of Contact:

Name/Title: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Email Address: _____

QUALIFICATION FORM

C. PROJECT MANAGER: (reference paragraph 8, Special Provisions)

Name:

Attach resume:

Work Experience:

D. PROJECT GENERAL MANAGER: (reference paragraph 9, Special Provisions)

Name:

Resume:

Work Experience:

E. Please indicate your bonding capacity below. The County will use this information to allocate work under the resulting contract. No minimum is required.

BONDING CAPACITY:

Maximum bonding capability of Bidder: _____ Dollars

Minimum bonding capability of Bidder: _____ Dollars

Attach documentation to verify Bonding Capacity.

QUALIFICATION FORM

F. CONTRACTOR'S LICENSE:

Bidders are required to possess a valid State of Virginia Contractor's License, at the time of bid submission, to be considered a qualified bidder. A valid State of Virginia Contractor's License is required by Special Provisions paragraph 16. Title 54 1-1115 of the Code of Virginia constitutes "Bidding upon the construction, removal, repair or improvements to or upon real property owned, controlled or leased by another person without a license" as commission of a Class 1 misdemeanor.

State of Virginia Contractor's License No.: _____ Class: _____

Date of Expiration: _____

Classifications (Highway, Plumbing, etc): _____

QUALIFICATION FORM

G. CONTACT PERSON:

The County may contact bidders during the evaluation of the Bid Submittals to obtain clarification, if needed.

Name and Address of Contact:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax (Office): _____

SAFETY VIOLATIONS CERTIFICATE

List safety violations, Ref: Section 15 of the Special Provisions.

If there were no safety violations, execute the following certification:

I hereby certify that: _____ has not received any citations
(NAME OF BIDDING FIRM)
for safety violations described in Special Provisions Section 15, which have become final within three years prior to bid submission.

Principal

State/Commonwealth of: _____

County of: _____

On this _____ day of _____, 20____, after first being duly sworn, appeared before me, the undersigned Notary Public, and executed the foregoing instrument and acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

Seal

My commission expires on: _____, 20____

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.

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).

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 Procurement and Material 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:
 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor 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.
- 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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;
- 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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.

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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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.

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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- 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.

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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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.

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 CONDITIONS AND INSTRUCTIONS TO BIDDERS

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, statues, 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.

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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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.

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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- 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.
- 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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 certifies 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

Sample Listing of Local Public Bodies

REFERENCE PARAGRAPH 51 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

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

Complete and return this form with your bid. Contract award may not be made without it.

PRICING SCHEDULE

JOB ORDER CONSTRUCTION SERVICES

In compliance with and subject to this Invitation for Bid 2000002190 and all Addenda, the undersigned Bidder proposes to furnish all labor, equipment, and materials and perform all work necessary for job order construction services.

1. Coefficient Multiplier with Project Management _____
– normal hours (Monday – Friday 6:00 a.m. to 6:00 p.m.)
(Reference Special Provisions paragraph 6)

2. Coefficient Multiplier with Project Management _____
Outside normal hours (M-F, 6:01 pm to 5:59 pm) and
all day Saturday, Sunday and holidays

3. Coefficient Multiplier **without** Project Management _____
– normal hours (Monday – Friday 6:00 a.m. to 6:00 p.m.)

4. Coefficient Multiplier **without** Project Management _____
Outside normal hours (M-F, 6:01 pm to 5:59 pm) and
all day Saturday, Sunday and holidays

5. Coefficient Multiplier – Non Pre Priced Tasks _____

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 (DPMM 30). **This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.**



**COUNTY OF FAIRFAX
DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM (SMBEP)
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Fax: 703-324-3228**

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification Code: _____ (from Business Classification Schedule)

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited contract, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor. Please complete this form and return it to this office with your bid package.

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

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	SMALL/MINORITY CLASSIFICATION

Complete and return this form with your bid. Contract award may not be made without it.

Please provide the following information on your company letter head:

Vendor name: _____

Doing Business As/(Trade Name): _____

DUNS # (if applicable): _____

Corporate Address (**Address Listed on W9**): _____

_____ Zip code: _____ (please include last four digits)

Remittance Address :

_____ Zip code: _____ (please include last four digits)

Contact name: _____

Email: _____

Phone: _____ FAX: _____

Standard Method of Communication: EMAIL FAX MAIL OTHER

Purchase Order Address

_____ Zip code: _____ (please include last four digits)

Contact name: _____

Email: _____

Phone: _____ FAX: _____

Standard Method of Communication: EMAIL FAX MAIL OTHER