IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

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

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

Submitting bids via the Bonfire portal is mandatory. Fairfax County will not accept bids submitted by paper, telephone, facsimile (“FAX”) transmission, or electronic mail (e-mail) in response to this IFB. Reference Special Provisions, Section 10, Submission of Bids, for additional information.

Fairfax County strongly encourages bidders to submit bids well in advance of the bid submission deadline. A bid submission is not considered successful unless all necessary files have been uploaded and the ‘Submit & Finalize’ step has been completed. Bidders are responsible for the consequences of any failure to plan ahead in the submission of its Bid.
ISSUE DATE:  
June 15, 2022

INVITATION FOR BID:  
IFB 2000003548

TITLE:  
Clearing & Rehabilitation of Sanitary Sewer Easements

DEPARTMENT:  
DPWES – Wastewater Management, Collection

DUE DATE/TIME:  
July 06, 2022 @ 02:00 P.M. (EST)

CONTRACT SPECIALIST:  
Tamir Enkhjargal  
703-324-5968 or Tamir.Enkhjargal@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 Attachments, and by any other relevant certifications set forth in Attachment(s) B.

___________________________________________________________

Vendor Legally Authorized Signature  
Date

___________________________________________________________

Print Name  
Title

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

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPMM30) rev 7-2018
1. **SCOPE:**

1.1. The purpose of this solicitation is to establish a term contract(s) for Clearing and Rehabilitation of Sanitary Sewer Easements, removing trees and utilizing herbicide application to control overgrowth from Pumping Stations on an as needed basis, and activities of the County of Fairfax for the requirements listed in this solicitation as directed.

1.2. The complete solicitation package includes the IFB document, and highlighted grid sheets with the location of the line segments that may need to be cleared (Ref. Attachment C, Samples A-G).

1.3. The work includes, but is not limited to, the following:

- Regular Clearing of sewer easements 10 and 20 foot wide (Class 1 Work)
- Removal of debris if needed by chipping or mulching
- Hauling and disposal of debris resulting from the clearing operations
- Specialized easement clearing on an As-Needed Basis (Class 2 Work)
  - Tree removal for tree DBH over 4 inches to over 48 inches
  - Stump removal for tree DBH over 4 inches to over 48 inches
  - Tree pruning for tree DBH over 4 inches to over 48 inches
- Specialized Arborists’ Services on an As-Needed Basis (Class 3 Work)
- Providing crew and equipment for tree and easement clearing services
- Herbicide application to control overgrowth at Pumping Stations located throughout the County
- Site restoration to its previous condition or better
- Safety requirements in accordance with local, state, and federal codes

1.4. After award of the contract(s) the County will supply a list of sites to the Contractor(s) where work will be completed, the information provided for each class of work will include:

- **Class 1 Work - Regular Easement Clearing,** see Sample C, Attachment C.
  - Work Authorization Dates
  - Comments/Special Instructions
  - List of County Grids for Easement Clearing
  - List of Sewer segments to be cleared on each Grid map which includes designations to indicate which easements are Standard Easement Clearing or Light Easement Clearing
  - County Grid Map

- **Class 2 Work - Specialized Easement Clearing on an as-needed basis,** Sample D, Attachment C.
  - Work Authorization Date(s)
  - Work location(s) marked on County grid map
  - Easement Clearing Directive Form, with:
    - Work hours, start and stop times
    - Special Instructions
    - Pre-approved Pricing Schedule pay items to use for invoicing

- **Class 3 Work - Specialized Arborists’ Services on an as-needed basis,** Sample E, Attachment C.
  - Work Authorization Dates
  - Work location(s) marked on County grid map
  - Easement Clearing Directive Form, with:
    - Work hours, start and stop times
    - Special Instructions
    - Pre-approved Pricing Schedule pay items to use for invoicing
SPECIAL PROVISIONS

- Class 3 Work - Herbicide Spray Services on an as-needed basis, Sample G, Attachment C.
  - Work Authorization Dates
  - Work location(s) marked on County grid map
  - Herbicide Spray Services Form, with:
    - Work hours, start and stop times
    - Special Instructions
    - Pre-approved Pricing Schedule pay items to use for invoicing

Highlighted grid map and/or GIS Map Information of the County’s sanitary sewer showing easements to be cleared and/or limits of work.

2. REQUIRED DOCUMENTATION:

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

- Vendor’s legal name and authorized signature (Cover Sheet DPMM30)
- Attachment A
- Attachments B1-B5
- Other documents/forms required on electronic procurement portal Bonfire.

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

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

- Each bidder to provide at least three (3) references from separate organizations or companies where similar work to the scope of this contract has been performed. References provided must be during the past three (3) years. Fairfax County Government (FCG) and Fairfax County Public Schools (FCPS) to include all agencies and authorities shall be considered as a single entity (one reference).

- Tree Care Industry Association (TCIA) accreditation certificate. The Contractor’s company and any subcontractor company must be accredited by the Tree Care Industry Association (TCIA). Accreditation must be active at time of bid and throughout the duration of the contract.

- International Society of Arboriculture, or an equivalent certification. The Contractor shall employ an arborist certified by the International Society of Arboriculture, or an equivalent certification. Certification must be active at time of bid and throughout the duration of the contract. The certified arborist shall be present during all work.

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

3. SITE INSPECTION:

3.1. Bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder shall make careful examination of the sample work sites in the package, with an Owner representative, and inform themselves fully of the requirements to perform the work. Please call the representative listed below to schedule a site visit. Site visits will be available on June 28 and June 30, 2022, from 9:00 a.m. to 3:00 p.m. No other time for site visits will be allowed unless the County is closed, or under unscheduled leave due to inclement weather, in this case those who schedule a site visit will be notified on the new date they will be able to visit the site.
3.2. No plea of ignorance, of conditions that exist or may hereafter exist on the sites of the work, or difficulties that may be encountered in the execution of the work, as a result to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set fourth therein, or as a basis for any claim whatsoever.

4. **PERIOD OF CONTRACT:**

4.1. The period of this shall be three (3) years with two (2) one (1) year renewals from the Date of Award.

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

5. **PRICES AND PRICE ADJUSTMENT:**

5.1. All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.

5.2. If labor rates are requested, the rates specified by the bidder shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.

5.3. Any Bidder that enters $0 or N/A in a pricing blank or leaves it blank shall be considered nonresponsive.

5.4. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. The contractor shall fill all orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

5.5. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)

5.6. Price decreases shall be made in accordance with paragraph 40 of the General Conditions and Instructions to Bidders.

6. **ESTIMATED REQUIREMENTS/ESTIMATED QUANTITIES:**
6.1. The quantities specified in this solicitation are estimates only and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. Waiver of ten percent (10%) limitation in paragraph 27, General Conditions and Instructions to Bidders, is acknowledged.

6.2. Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise. Please refer to the Special Provisions paragraph entitled, METHOD OF ORDERING.

7. **TIME OF RESPONSE:**

7.1. Fairfax County requires that all work be started no later than 15 calendar days from the date of the notification to proceed by the County. A shorter start time maybe mutually agreed upon between the Contractor and the Department ordering the service.

7.2. Requests for emergency service require response within one hour with crew on site within two hours.

8. **QUOTATION LIMITATION:**

8.1. Bidders shall offer only ONE ITEM AND PRICE for each line item bid. No alternatives will be accepted, unless requested by the County.

9. **INTERPRETATION OF BID:**

9.1. Any questions pertaining to this solicitation shall be directed to:

Tamir Enkhjargal, Contract Analyst II  
Department of Procurement and Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013  
Telephone Number: (703) 324-5968  
E-mail: tamir.enkhjargal@fairfaxcounty.gov

10. **SUBMISSION OF BIDS:**

10.1. Bids must be received electronically through Fairfax County’s online Procurement Portal at: [https://fairfaxcounty.bonfirehub.com](https://fairfaxcounty.bonfirehub.com), on or before the Submittal Deadline. Bids will only be accepted through the portal. Fairfax County will not accept bids submitted by paper, telephone, facsimile (“FAX”) transmission, or electronic mail (i.e., e-mail) in response to this IFB. Bid submissions and registration are free of charge. Bidders can register for a free account at: [https://fairfaxcounty.bonfirehub.com](https://fairfaxcounty.bonfirehub.com), which will be required when preparing a bid. Documents may be uploaded at any time during the open period. The official time used for receipt of bids/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com.

10.2. If, at the time of the scheduled bid closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the bid closing will still proceed electronically through the Bonfire system.

10.3. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be
enabled.

10.4. Each bidder must use the Bid Table functionality provided in the Bonfire portal to submit pricing for their bid. For each line item in the Bid Table, bidders must submit all requested information for that line item (this could include unit pricing, percentage discounts and/or labor rates).

10.5. By executing the Cover Sheet (DPMM30), the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions.

11. ADDENDA:

11.1. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.

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

12. BID OPENING:

12.1. All bids received in response to an Invitation for Bid (IFB) will be opened at the date and time specified, read publicly, and made available for inspection as provided in paragraph 63, General Conditions and Instructions to Bidders. Bidders may view the bid opening on Wednesday, July 06, 2022, at 02:00 P.M. EST by Zoom web conferencing. In order to join the Zoom call, bidders must register by using the following link: Bid Opening IFB 2000003548

A copy of the record/bid tabulation shall be made available in the DPMM website at: http://fairfaxcounty.gov/procurement/bid-tab/

13. BID EVALUATION / CONTRACT AWARD:

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

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

14. BID ACCEPTANCE PERIOD:

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

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:
16. **CONTRACT INSURANCE PROVISIONS:**

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

16.2. The Contractor shall, during the continuance of all work under the contract provide the following:

a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than $1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of $1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.

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

c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

d. Contractor agrees to maintain Contractors Liability insurance in the amount of $1,000,000 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/Contractor for acts arising out of the operations of independent Contractors/subcontractors or out of an owner's/Contractor's supervisory activity.

e. Liability Insurance "Claims Made" basis:

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

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or

2. Purchase the extended reporting period endorsement for the policy or policies
SPECIAL PROVISIONS

in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

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

g. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A VII.

h. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A VII or better.

i. Hold-harmless and Indemnification: Article 58 of the General Conditions and Instructions to Bidders shall apply where DPMM form is used. If not, following paragraph shall be inserted:

"The Contractor hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the Contractor, his subcontractors and their agents and employees".

j. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.

k. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.

l. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.

16.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

16.4. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.

16.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.

16.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully
responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.

16.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

16.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.

17. **METHOD OF ORDERING:**

17.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO’s) and approved County procurement cards.

17.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.

17.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools “Procurement” Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.

17.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.

17.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

18. **CORRESPONDENCE:**

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

19. **ADDITIONS/DELETIONS:**

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

20. **CANCELLATION OF ORDERS:**

20.1. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

21. **EMERGENCY PURCHASES:**

21.1. Should the Contractor be unable to furnish the required service within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.

22. **WORK TICKETS:**

22.1. Orders placed under this contract for service will be by PO and Procurement Card by an
authorized representative, shall be supported by the Contractor's Work Ticket. The Contractor's Work Ticket shall contain the following information:

1. Contractor's Name
2. Purchase Order number
3. Contract Number
4. Date of Purchase
5. Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the Contract.
6. Name of authorized representative ordering the services
7. Name of Fairfax County Agency receiving the services.

22.2. The Contractor's Work Ticket will be signed, by the Fairfax County representative with a copy being retained by the Contractor.

23. **INVOICING PROCEDURE:**

23.1. The Contractor shall submit a Summary Invoice once each month, listing the Work Ticket numbers covering services performed during the monthly billing period and submitted to the BILL TO address shown on the Purchase Order. The invoice must be accompanied by one copy of each signed Work Ticket.

23.2. The invoice shall contain the applicable Purchase Order number and the name of the Agency receiving the supplies. Payment will be made once each month.

24. **ORDER OF PRECEDENCE:**

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

25. **INCOMPETENT OR DISORDERLY EMPLOYEES:**

25.1. If any person employed on the work by the Contractor shall appear to the County to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on the request of the County, and shall not again be re-employed (on subject project) except on written consent of the County.

25.2. Alcoholic beverages and illegal drugs are prohibited on the job site. Possession of alcoholic beverages or illegal drugs, on the job site by the 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 written consent of the County.

26. **PERMITS AND LICENSES:**

26.1. The Contractor shall without additional expense to the County be responsible for obtaining other necessary license and permits, and for complying with any Federal, State, and municipal laws, codes and regulations, in connection with the prosecution of the work.

27. **SUBCONTRACTING:**

27.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance [http://www.dba.state.va.us](http://www.dba.state.va.us); the Virginia Department of Minority Business Enterprise [http://www.dmbe.state.va.us/](http://www.dmbe.state.va.us/); local chambers of commerce and other business organizations.
27.2. 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.

28. **USE OF CONTRACT BY OTHER PUBLIC BODIES:**

28.1. Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, 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 and conditions 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 the 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 bid. (See Appendix B for sample listing).

28.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).

28.3. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

28.4. 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 contract’s 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.

28.5. 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.

29. **NEWS RELEASES BY VENDORS:**

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

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

30.1. 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.

30.2. 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.
SPECIAL PROVISIONS

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

31.1. Pursuant to *Code of Virginia, §2.2-4311.2* subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.
TECHNICAL SPECIFICATIONS

The Contractor shall perform all easement clearing work and arborists services including restoration and rehabilitation of the affected areas in accordance with the terms, conditions, and standards set forth in these specifications. All clearing operations will be in accordance with the following references:

- OSHA Occupational Safety and Health Administration All Standards: https://www.osha.gov/
- Virginia Department of Labor and Industry: http://www.doli.virginia.gov/
- ANSI Z133, Safety Standards for Arboricultural Operations
- ANSI Z133.1, Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements
- Miss Utility: http://www.missutilityofvirginia.com/
- Noise Ordinance: https://www.fairfaxcounty.gov/contact/ProgramDetail.aspx?agId=100084
- Virginia Department of Transportation: http://www.virginiadot.org/
- Toxic Substance Control Act, P.L. 94 469 and updates: https://www.epa.gov/laws-regulations/summary-toxic-substances-control-act
TECHNICAL SPECIFICATIONS

- The Chesapeake Bay Preservation Ordinance
  - Chapter 118.- The Chesapeake Bay Preservation Ordinance of Fairfax County: https://www.municode.com/library/va/fairfax_county/codes/code_of_ordinances?nodeId=THCOCOFAV1976_CH118CHBAPROR_ART1GEPRDE&searchText=
  - The Chesapeake Bay Preservation Ordinance and Amendments: http://www.fairfaxcounty.gov/dpwes/environmental/cbay/

1. GENERAL:

1. The classes or types of work included in this contract are: Class 1 Work- Regular Clearing of Sewer Easements, Class 2 Work- Specialized Easement Clearing on an as-needed basis, Class 3 Work- Specialized Arborists’ Services on an as-needed basis and Class 3 Work-Herbicide Spray Services on an as-needed basis. All work shall be in accordance with the terms, conditions, and standards set forth in these specifications. The work will be completed as directed by Wastewater Collection Division, herein after referred to as the County.

2. Class 1 Work- Regular Clearing of Sewer Easements, Pricing Schedule pay items 1 thru 5 inclusive, including downed trees within the easement of various diameters. This work represents approximately 70-90% of the work to be issued. The County will generally issue the bulk of this work from November 1 of the current year to April 1 of the following year, approximately a 5 month period. However, The County may order or direct Class 1 - Regular Clearing of Sewer Easements work in any one month, 12 months per year as business needs require.

   *The estimated percentage of work is based on past work completed at the County and may vary from actual work requests.

3. Class 2 Work- Specialized Easement Clearing will be utilized as a means to accomplish specialized easement clearing which includes tree removal over 4 inches by various diameter, stump removal, and pruning as directed by the County in writing. This work will be issued twelve months (12) per year on an as needed basis and should constitute approximately 10-20% of the work issued.

   *The estimated percentage of work is not based on past work completed at the County and may vary from actual work requests.

4. Class 3 Work- Specialized Arborists’ Services will be utilized as a means to accomplish Specialized Arborists’ services for unusual circumstances and only as directed by the County in writing. This work will be issued twelve months (12) per year on an as needed basis and should constitute approximately 10-20% of the work issued.

   *The estimated percentage of work is not based on past work completed at the County and may vary from actual work requests.

5. Class 3 Work- Herbicide Spray Application Services will be utilized as a means to accomplish Herbicide Spray Services for overgrowth and control on and around fence lines at Fairfax County Pump Stations as directed by the County in writing. This work will be issued any time between April through November on an as needed basis and should constitute approximately 10-20% of the work issued.

   *The estimated percentage of work is not based on past work completed at the County and may vary from actual work requests.

6. The Contractor shall mark each sewer manhole within the limits of work with green paint supplied by the County.

7. Any increase or decrease to unit rates/prices listed in the Pricing Schedule must be in accordance with Special Provisions 5, Prices and Price Adjustment.
Class 1 Work - Regular Easement Clearing:

1. All work is considered to be Class 1 Work, Regular Easement Clearing unless otherwise directed in writing by the County.

2. The County in its sole discretion will designate if the assigned easement to be cleared will be classified as Standard Easement Clearing or Light Easement Clearing for payment purposes, see Pricing Schedule Items 1 thru 4 inclusive. The definitions for these two types or classes of easement clearing are:
   a. Standard Easement Clearing: clearing on sewer easements which have not been cleared within the past two (2) or more years of the Work Authorization Date.
   b. Light Easement Clearing: clearing on sewer easements which have been previously cleared within the past two (2) years or less of the Work Authorization Date.

The Work Authorization Date is the date when the Contractor is authorized to proceed with the work and is the day when they are formally assigned work to complete in accordance with Special Provision 1.4. The date for when the easement had been previously cleared is established by County record copy of the prior easement clearing invoices and the most recent date contained therein. In the event that no invoice record exists the County may establish if prior clearing was performed within 2 years or less by visual field inspection.

3. Prior to the start of Class 1 Work, Regular Easement Clearing the County will provide to the Contractor a written directive with instructions for work to complete in accordance with Special Provision 1.4. The written directive will include:
   a. Excel list: County Grids for Easement Clearing- A list of all County grids to be cleared which contains:
      i. Work Authorization Dates
      ii. Comments
      iii. Grid Map Names, where work will be undertaken
      iv. Footage of Standard Easement Clearing on each Grid Map
      v. Footage of Light Easement Clearing on each Grid Map
      vi. Unit cost per foot
   b. Excel lists: Sewer Segments To Be Cleared – A list of sewer segments on each Grid to be cleared with designations for Standard Easement Clearing or Light Easement Clearing.
   c. Maps: County Grid Map (11 X 17 Inches) - Maps are marked with work locations and are a companion to Sewer Segments To Be Cleared List.
   d. See Example written directive for Class 1 Work Appendix C Which includes:
      i. County Grids for Easement Clearing List
      ii. Sewer Segments To Be Cleared List
      iii. County Grid Maps

The Contractor shall proceed with the work. Once the work is complete the estimated cost will be adjusted to reflect actual cost due to County authorized increase or decrease in the quantities of the pre-approved Pricing Schedule pay items. Compensation will be at the unit rates listed within the pre-approved Pricing Schedule pay items 1 thru 5 inclusive, no other costs will be considered or paid.

4. Clearing shall cover the length of the specified easement sewer line and the entire width of the easement as shown on the grid maps and/or directed by the County. This includes fallen trees of various diameter within the easement. When a sewer easement is located in areas that do not require clearing, no payment for clearing will be made. These areas include but are not limited to
paved roadways, other paved surfaces, bodies of water, sports fields and any other area in which easement clearing cannot be performed as determined by the County.

5. Downed Trees located inside the Easement shall be cut into four-foot lengths and neatly stacked along the edge of the easement unless otherwise directed by the County. The wood when left on site, will be stacked on the opposite side of easements, which are adjacent to streets, roads, and homes/business. When necessary the County’s representative will identify the appropriate stacking location. When a location cannot be found or complaint from the Homeowner arises about the stacking location, the material will have to be removed from the easement as deemed necessary by the County.

6. Limbs or branches that overhang the easement need to be cut to a height of 10’ (ten feet).

7. Clearing shall be performed in a manner, which will not adversely impact the natural beauty and natural resources, and minimize erosion of the landscape and siltation of waters.

8. Ingress/Egress to and from sanitary sewer easement are ideally directly from a public road to the easement and are limited to up and down the easement to the extent possible. No gates are to be left open and no fences are to be left down.

9. Written permission to use private roads or property must be obtained by the Contractor. Any damage to the private roads or property will be the responsibility of the Contractor at no additional cost to the County.

10. The Contractor will perform this work without adversely affecting the County's ability to provide sanitary sewer service.

11. The Contractor is responsible for filling, grading and restoring all disturbed areas as the result of clearing to the original condition and the satisfaction of the County/Homeowner, at no additional cost to the County.

12. Any restoration that is needed shall be in compliance, per Technical Specification(s) Restoration. Restoration needed within a Resource Protection Area’s (R.P.A.), the contractor is responsible to provide silt control and restore the area in compliance with the Fairfax County Public Facilities Manual, Virginia Stormwater Management Ordinance, Department of Conservation and Recreation and the Chesapeake Bay Preservation Ordinance and Amendments.

13. The Contractor shall employ an arborist certified by the International Society of Arboriculture, or an equivalent certification. The certified arborist shall be present during all clearing activities. Note: All bidders should include a copy of the arborists’ certification with the bid submittal. Failure to provide this information may be cause for rejection of the bid.

14. The Contractor’s company and any subcontractor company must be accredited by the Tree Care Industry Association (TCIA). All bidders should include a copy of the Accreditation Certificate(s) with the bid submittal. Failure to provide this information may be cause for rejection of the bid.

15. The Contractor’s and any subcontractor tree climbers/employees working within 10 feet of power lines must be OSHA 1910.269(r) certified line-clearance tree trimmers and follow OSHA regulation under 1910.269(r). The Contractor shall provide valid certification documentation whenever requested at no additional cost to the County.

16. Each crew working within ten (10) feet of energized conductors must have at least one employee on site who is a qualified line clearance tree trimmer as trained by TCIA Electrical Hazards Awareness Program (EHAP) as evidenced by certificate and/or by live list of EHAP certificate holders on TCIA’s website: http://www.tcia.org/
17. There must be at least one International Society of Arboriculture (ISA) certified climber on site all times while work is being performed. All climbers must follow ANSI A300 Tree Care Operations and ANSI Z133 Safety Standards for Arboricultural Operations. The Contractor shall provide valid certification documentation whenever requested at no additional cost to the County.

18. Brush, trees, and old stumps are to be cut at a maximum height of two (2) inches above the ground and will not be left with any sharp protrusions that may damage All-Terrain Vehicles or County equipment maintain the sewers. The maximum height requirement does not apply when the stump has been designated for removal by the County.

19. The Contractor will not cut any standing monarch (old and established trees), fruit tree or ornamental tree found within the easement adjacent to private property without first contacting the property owner and notifying the County’s representative. An agreement will be reached by the County and the property owner before this type of tree is cut. No trees larger than four inches in diameter shall be cut without permission from the County or the Owner.

20. Trees and brush within twenty-five feet of ponds or running water shall be cleared by hand. Care shall be exercised in such areas in order to prevent soil disturbance, erosion, and siltation. Creeks and streams shall be crossed at right angles and only in the area of the easement. Any material placed in the creek or stream to facilitate crossing will be removed upon the completion of the clearing operation.

21. Trees shall be cut into four-foot lengths and neatly stacked along the edge of the easement unless otherwise directed by the County. The wood when left on site, will be stacked on the opposite side of easements, which are adjacent to streets, roads, and homes/business. When necessary the County’s representative will identify the appropriate stacking location. When a location cannot be found or complaint from the Homeowner arises about the stacking location, the material will have to be removed from the easement as deemed necessary by the County.

The Contractor will be paid for material removal when the County authorizes removal in advance of the work. Materials removed without County authorization will not be paid for. When authorized the Contractor will be compensated for material removed which resulted from the performance of work under Class 1 Work, Regular Easement Clearing, Items 1-4 inclusive, payment will be made in accordance with the Pricing Schedule, Item 5. All cost associated with Item five on the pricing schedule shall be included in the bid price, which includes removal of debris, hauling, and disposal fees, etc.

Material removed during the performance of work under Class 2 Work, Specialized Easement Clearing is incidental to the contract and will not be paid for.

22. All brush, limbs, and related debris four inches in diameter and smaller at the root end may be disposed of by chipping. Wood chips may be evenly distributed on the easement to a depth of three inches except in landowner-maintained areas such as lawns or pastures. In these situations, branches and wood chips are to be removed from the easement and properly disposed of. All limbs larger than four inches in diameter at the tree end shall be trimmed and stacked unless otherwise directed by the County. See Appendix G- Photograph examples of completed work.

23. Areas designated by the County containing underbrush, vines and weeds may be cleared with the use of a bush-hog. The entire length and specified width will be cleared with this process cutting to a height of two inches above ground.

24. Clearing shall be performed in a manner, which will maintain the best possible public relations. The Contractor will pay prompt attention to all concerns/complaints by property owners and the public regarding the clearing operations. The contractor shall have an ongoing public relations program, with all meetings documented for review by the County as needed.

25. The Contractor shall completely supervise and direct the work under this contract, including any and all approved subcontractors that may be utilized. The contractor shall utilize trained and
competent employees in the execution of this contract. The contractor’s employees, including subcontractors, shall present a neat appearance and conduct themselves in a professional manner at all times. All personnel shall wear the contractors or subcontractors designated uniform with a visible logo and/or company name. All work shall be performed and all complaints handled with due regard to Fairfax County relations and image. The County and the Contractor shall each be promptly notified by the other party of any complaints received from county staff, property owners, or the general public coming into contact with or impacted by the contractor’s clearing operations.

26. The Contractor shall have at least one employee at all times at the work site that is fluent in communicating the English language.

27. Use of radios, MP3 players, tape players, etc. by the contractor employees is prohibited at the work site at all times.

28. The contractor shall ensure that all employees and sub-contractors use in the execution of this contract are properly trained and fully qualified to safely operate all equipment and vehicles for use in the execution of this work.

29. The Contractor shall ensure that all necessary equipment in good working order no later than 7:30 a.m. When the County designates the work to be an emergency the Contractor shall mobilize to the site within two hours of notification. No work, unless required by an emergency and authorized by the County, will be performed on weekends and holidays.

30. Work performed shall be in accordance with local, state, and federal standards and requirements. Safety and maintenance of traffic are the responsibility of the Contractor.

**Class 2 Work- Specialized Easement Clearing on an as-needed basis:**

1. All Class 2 Work, Specialized Easement Clearing must be approved and issued by written directive in advance of the work by the County. Class 2 Work performed without a written directive from the County will be considered unauthorized and will not be paid for.

2. Access to perform Class 2 work will be accomplished using County easements and/or County properties for access. Any required clearing by the Contractor for access will be performed and paid as directed by the County under Class 1 Work, Regular Easement Clearing Pricing Schedule pay items 1 thru 5.

3. Specialized easement clearing work will include tree removal over 4 inches by various diameter, stump removal, and pruning. This does not include fallen trees within the easement, these will be paid under Class 1 Work and inclusive to the per foot cost of Easement Clearing. Prior to the start of Class 2 Work, Specialized Easement Clearing the County will provide to the Contractor a written directive with instructions for work to complete in accordance with Special Provision 1.4. The written directive will include:

   a. The work locations marked on a County map (11 X 17 Inches)

   b. Easement Clearing Directive Form, contains:

      i. Work Authorization Date(s)

      ii. Work hours, start and stop times

      iii. Any special instructions in connection with the work such as where to stack wood, time stipulations, special requirements from the County and/or the owner.

      iv. List of County pre-approved Pricing Schedule pay items the contractor may use for invoicing once the work is complete. Pricing Schedule pay items and/or any equipment which has not been pre-approved by the County for payment will not be paid for.

   c. See Example written directive for Class 2 Work Appendix D Which includes:
TECHNICAL SPECIFICATIONS

i. Work Location on County Grid Map
ii. Easement Clearing Directive Form
iii. Any attachments as needed

The Contractor shall proceed with the work. If additional work is required the Contractor will obtain approval prior to the work being performed. Work not approved will be considered unauthorized and will not be paid for. Once the work is complete the estimated cost may be adjusted to reflect actual cost due to County authorized increase or decrease in the quantities of the pre-approved Pricing Schedule pay items. Compensation will be at the unit rates listed within the pre-approved Pricing Schedule pay items 6 thru 45 inclusive, no other costs will be considered or paid.

4. All specialized work must be completed in accordance with the Class 1 work, Regular Easement Clearing requirements, the written directive with instructions for specialized easement clearing work and all other requirements set forth within these specifications.

5. All costs for removal of debris, hauling, disposal fees and any other costs in connection with Class 2 Work, Specialized Easement Clearing is incidental to the contract. Include these costs in Pricing Schedule pay items 6 thru 45.

6. TREE REMOVAL OVER 4 INCHES (Pricing Schedule Class 2 Work)
   a. Follow requirements as stated in Class 1 work, regular easement clearing except clauses 2 and 4.
   b. Use extreme care to prevent limbs, branches and trunks from falling and causing personal injury or damage. Protect adjacent homes, fences, trees, fences, grass areas, other vegetation, driveways, paved surfaces, sidewalks, streets, existing utilities and other property public and private from any damage from Contractor’s operations.
   c. Branches larger than 4 inches in diameter shall be lowered to the ground by the use of ropes or other mechanical devices.
   d. Stumps not slated for removal and left in place shall not be left higher than two (2) inches.
   e. Seed and restore area following Technical Specifications, Restoration/Property Damage.
   f. Wood resulting from Class 2 Work, trees and branches, shall cut down will be removed or left on site as directed in writing by the County in advance of the work. Any wood designated to be left on site must be 4 inches or greater in diameter. Items listed within the Pricing Schedule contain descriptions to designate if wood will be removed or left on site. The Contractor shall follow the requirements of the item description to leave or remove wood from the site.
   g. Payment for tree removal will be made in accordance with the County designated Pricing Schedule Items as provided by written directive and the measured Diameter at Breast Height for each tree to be removed.
   h. Diameter at Breast Height (DBH) or girth is measured in inches perpendicular to the axis of the trunk at a point 4.5 feet above the highest point on the ground touching the trunk. The diameter equals the circumference in inches divided by pi or 3.1416. When trees exhibit rounded, knotty growths or burls, limb extensions or any other abnormalities at 4.5 feet the measurement will be the smallest circumference between 4.5 feet and the ground.

7. STUMP REMOVAL (Pricing Schedule Class 2 Work)
   a. Follow requirements as stated in Class 1 work, regular easement clearing except clauses 2 and 4.
b. Use extreme care to protect adjacent homes, fences, trees, fences, grass areas, other vegetation, driveways, paved surfaces, sidewalks, streets, existing utilities and other property public and private from any damage from the Contractor’s operations.

c. Do not remove stumps within the 10 feet of an existing stream bank to prevent erosion unless directed by the County.

d. Stumps including root flares and surface roots within four feet of the root flare shall be ground to a depth of twenty four inches (24”).

e. Screened topsoil of at least four (4) inches thick shall be placed over the stump area. The area shall be crowned at least three (3) inches but no more than 6 (6) inches above the surrounding grade to allow for settling and shall be raked smooth.

f. Seed and restore area following Technical Specifications, Restoration/Property Damage.

g. Payment for stump removal will be made in accordance with the County designated Pricing Schedule Items as provided by written directive and the Diameter at Breast Height for each stump to be removed.

h. Diameter at Breast Height (DBH) or girth is measured in inches perpendicular to the axis of the trunk at a point 4.5 feet above the highest point on the ground touching the trunk. The diameter equals the circumference in inches divided by pi or 3.1416. When trees exhibit rounded, knotty growths or burls, limb extensions or any other abnormalities at 4.5 feet, the measurement will be the smallest circumference between 4.5 feet and the ground. If the tree trunk at 4.5 feet above grade is not available for measurement to determine the Diameter at Breast Height (DBH) for the stump removal pay item and only the stump remains, the DBH of the payment item will be determined as follows:

\[
\text{DBH for Payment} = \frac{\text{stump circumference in inches} + 3.1416}{1.5}
\]

The stump circumference measurement will be taken at a height of 1 foot or less above the highest point on the ground touching the trunk when unable to measure 4.5 feet above grade.

8. TREE PRUNING (Pricing Schedule Class 2 Work)

a. Provide pruning as directed. Locations to be in and adjacent to County sewer easements, Sewer pump stations and other County properties.

b. Follow all requirements as stated in Class 1 work, regular easement clearing except clauses 2, 3, 4, 21 and 22.


d. Pruning shall be performed in a manner, which will maintain the best possible public relations The Contractor will pay prompt attention to all concerns/complaints by property owners and the public regarding the clearing operations. The Contractor shall have an ongoing public relations program, with all meetings documented for review by the County as needed.

e. Use extreme care to protect and prevent any damage to fences, trees, fences, grass areas, other vegetation, driveways, paved surfaces, sidewalks, streets, existing utilities, other public and private property. All damage resulting from the Contractor’s operations, falling limbs, and branches will be repaired or made whole by the Contractor at no additional cost to the County.
f. Pruning requirements:
   i. Clear crown of dead, diseased, detached, cracked, weakly attached wood and broken branches.
   ii. Raise Crown, pruning to raise (Elevate, Lift): Provide 10 foot vertical clearance overtop existing ground. Horizontal clearance to existing buildings, fences and man-made features will be a minimum of 5 feet. Remove low branches back to the trunk using appropriate pruning cuts. Make reasonable effort to ensure limb levels are left at a uniform height around the tree to provide symmetry. Thinning at the ends of heavy limbs may be used to provide required clearance. When thinning reduce end weight on heavy, horizontal branches by selectively removing as small diameter branches as possible near the end of the scaffolding branches. The ratio of live crown to clear trunk should be no less than 50 percent. Remove no more than 25 percent of live foliage within each tree each growing season.
   iii. Remove all brush, limbs and related pruning debris from the site.

g. Seed and restore area following Technical Specifications, Restoration/Property Damage.

h. Payment for tree pruning will be made in accordance with the County designated Pricing Schedule Items as provided by written directive and the Diameter at Breast Height for each tree to be pruned.

i. Diameter at Breast Height (DBH) or girth is measured in inches perpendicular to the axis of the trunk at a point 4.5 feet above the highest point on the ground touching the trunk. The diameter equals the circumference in inches divided by pi or 3.1416. When trees exhibit rounded, knotty growths or burls, limb extensions or any other abnormalities at 4.5 feet, the measurement will be the smallest circumference between 4.5 feet and the ground.

Class 3 Work - Specialized Arborists’ Services on an as-needed basis:

1. Complete all work using the Pricing Schedule Items within Class 1 Work, Regular Easement Clearing (Pricing Schedule pay items 1-5) and Class 2 Work Specialized Easement Clearing (Pricing Schedule pay items 6-45) whenever possible. In special circumstance or conditions when this cannot occur the County may elect to pay for work utilizing the crew and equipment rates in Class 3 Work- Specialized Arborists’ Services on an as needed basis (Pricing Schedule pay items 46-69).

2. Access to perform Class 3 work will be accomplished using County easements and/or County properties for access. Any required clearing by the Contractor for access will be performed and paid as directed by the County under Class 1 Work, Regular Easement Clearing Pricing Schedule pay items 1 thru 5.

3. Follow all requirements as stated in Class 1 Work, Regular Easement Clearing and Class 2 Work Specialized Easement Clearing.

4. All Class three (3) work, Specialized Arborist’s Services must be approved and issued by written directive in advance of the work by the County. Class three (3) work performed without a written directive from the County will be considered unauthorized and will not be paid for.

5. Prior to the start of Class three (3) work, Specialized Arborists’ Services the County will provide a draft and final written directive to the Contractor with instructions for work to complete in accordance with Special Provision 1.4. The written directive will include:
   
   a. The work locations marked on a County map (11 X 17 Inches)

   b. Easement Clearing Directive Form, contains:
      i. Work Authorization Date(s)
      ii. Work hours, start and stop times
TECHNICAL SPECIFICATIONS

iii. Any special instructions in connection with the work such as where to stack wood, time stipulations, special requirements from the County and/or the owner.

iv. List of County pre-approved Pricing Schedule pay items the contractor may use for invoicing once the work is complete. Pricing Schedule pay items and/or any equipment which has not been pre-approved by the County for payment will not be paid for.

v. Estimated Cost to Complete the Work

c. See Example written directive for Class 3 Work Appendix E Which includes:
   i. Work Location on County Grid Map
   ii. Easement Clearing Directive Form
   iii. Any attachments as needed

Initially, the County will prepare a draft of the written directive (map and Easement Clearing Directive Form) as noted above for Class three (3) work, Specialized Arborists’ Services. The directive will provide a list of Pricing Schedule pay items the Contractor may use when submitting an invoice for payment.

The draft written directive will be reviewed with the Contractor. For emergency work the Contractor is required to complete his review of the draft written directive and return it to the County within 24 hours of arrival on site or sooner. For non-emergency work the Contractor is required to complete his review and return it to the County within 5 business days, excluding County Holidays.

The County and the Contractor will mutually agree on the draft written directive’s crew size, equipment, approved Pricing Schedule pay items, estimated cost and other information contained within the directive. The Contractor will be paid for the work under the County approved Pricing Schedule pay items, including the removal of debris and hauling materials off site which resulted from Class 3- Specialized Arborist Services. Upon mutual agreement, the County will issue the Final Written Directive with the Work Authorization Date. In the event that mutual agreement cannot be reached, the draft written directive will become the Final Written Directive as adjusted by the County. The Contractor shall proceed with the work as directed. Any dispute shall be resolved in accordance with paragraph 69, General Conditions and Instructions to Bidders.

If additional work is discovered or required during the performance of the approved work the Contractor will obtain approval prior to the start of additional work. Work not approved will be considered unauthorized and will not be paid for. No payment will be made for any crew person, equipment or other costs not authorized by the County in advance of the work.

Once the work is complete the estimated cost will be adjusted to reflect actual cost due to County authorized increase or decrease in the quantities of the pre-approved Pricing Schedule pay items. Compensation will be at the unit rates listed within the pre-approved Pricing Schedule pay items 46 thru 69 inclusive, no other costs will be considered or paid.

6. Pricing Schedule pay items 46, Standard Full Crew - Weekdays 7:30 am to 4:00 pm.

a. Standard Full Crew includes the following:
   i. One (1) Working foreman – present on site during the work
   ii. One (1) Climber/trimmer – present on site during the work
   iii. One (1) Grounds person – present on site during the work
   iv. One (1) Aerial bucket truck with a minimum forty five (45) foot boom on site
   v. One (1) Commercial Grade Chipper on site

b. Personnel listed for Standard Full Crew must be capable to operate aerial bucket truck and commercial grade chipper. No additional payment will be made for operators of this equipment.

c. The County may approve additional crew persons or equipment as needed to complete
the work. Crew additions when allowed, will be at the hourly rate of the Pricing Schedule pay items 47, 48, and 49. Equipment additions will be made at the hourly rate of the Pricing Schedule pay items 62, 63, 64, 65, 66, 67, 68, and 69.

d. No payment will be made for any crew person or equipment not authorized in advance of the work by the County.

e. No additions or deletions will be allowed without written approval of the County.

f. Payment for a Standard Full Crew working at the site will be limited to the unit rate within the Pricing Schedule.

7. Pricing Schedule pay items 46, 47, 48 and 49, Standard Full Crew Personnel - Weekdays 7:30 am to 4:00 pm.

a. The Hourly rate for each crew member includes the actual hourly rate paid to the employee plus all fringe benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, workmen’s compensation, health and retirement benefits, sick leave, vacation and holiday pay.

b. Payment for each person working at the site will be limited to the unit rate within the Pricing Schedule.

8. Pricing Schedule pay item 50, Emergency Full Crew - Weekdays 7:30 am to 4:00 pm.

a. Emergency Full Crew includes the following:
   i. One (1) Working foreman – present on site during the work
   ii. One (1) Climber/trimmer – present on site during the work
   iii. One (1) Grounds person – present on site during the work
   iv. One (1) Aerial bucket truck with a minimum forty five (45) foot boom on site
   v. One (1) Commercial Grade Chipper on site

d. Personnel listed for Emergency Full Crew must be capable to operate aerial bucket truck and commercial grade chipper. No additional payment will be made for operators of this equipment.

c. The County may approve additional crew persons or equipment as needed to complete the work. Crew additions when allowed, will be at the hourly rate of Pricing Schedule pay items 51, 52, and 53. Equipment additions will be made at the hourly rate of Pricing Schedule pay items 62, 63, 64, 65, 66, 67, 68, and 69.

d. No payment will be made for any crew person or equipment not authorized in advance of the work by the County.

f. No additions or deletions will be allowed without written approval of the County.

f. Payment for a Standard Full Crew working at the site will be limited to the unit rate within the Pricing Schedule.

9. Pricing Schedule pay items 51, 52 and 53, Emergency Full Crew Personnel - Weekdays 7:30 am to 4:00 pm.

a. The Hourly rate for each crew member includes the actual hourly rate paid to the employee plus all fringe benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, workmen’s compensation, health and retirement benefits, sick leave, vacation and holiday pay.
b. Payment for each person working at the site will be limited to the unit rate within the Pricing Schedule.

10. Pricing Schedule pay item 54, Emergency Full Crew - Weekends 7:30 am to 4:00 pm.

a. Emergency Full Crew includes the following:
   i. One (1) Working foreman – present on site during the work
   ii. One (1) Climber/trimmer – present on site during the work
   iii. One (1) Grounds person – present on site during the work
   iv. One (1) Aerial bucket truck with a minimum forty five (45) foot boom on site
   v. One (1) Commercial Grade Chipper on site

b. Personnel listed for Emergency Full Crew must be capable to operate aerial bucket truck and commercial grade chipper. No additional payment will be made for operators of this equipment.

c. The County may approve additional crew persons or equipment as needed to complete the work. Crew additions when allowed, will be at the hourly rate of the Pricing Schedule pay items 55, 56, and 57. Equipment additions will be made at the hourly rate of Pricing Schedule pay items 62, 63, 64, 65,66,67,68, and 69.

d. No payment will be made for any crew person or equipment not authorized in advance of the work by the County.

e. No additions or deletions will be allowed without written approval of the County.

f. Payment for an Emergency Full Crew working at the site will be limited to the unit rate within the Pricing Schedule.

11. Pricing Schedule pay items 55, 56 and 57, Emergency Full Crew Personnel - Weekdays 7:30 am to 4:00 pm.

a. The Hourly rate for each crew member includes the actual hourly rate paid to the employee plus all fringe benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, workmen’s compensation, health and retirement benefits, sick leave, vacation and holiday pay.

b. Payment for each person working at the site will be limited to the unit rate within the Pricing Schedule

12. Pricing Schedule pay items 58, Emergency Full Crew - Nights after 4:00 pm and Holidays.

a. Emergency Full Crew includes the following:
   i. One (1) Working foreman – present on site during the work
   ii. One (1) Climber/trimmer – present on site during the work
   iii. One (1) Grounds person – present on site during the work
   iv. One (1) Aerial bucket truck with a minimum forty five (45) foot boom on site
   v. One (1) Commercial Grade Chipper on site

b. Personnel listed for Emergency Full Crew must be capable to operate aerial bucket truck and commercial grade chipper. No additional payment will be made for operators of this equipment.

c. The County may approve additional crew persons or equipment as needed to complete the work. Crew additions when allowed, will be at the hourly rate of Pricing Schedule pay items 59, 60, and 61. Equipment additions will be made at the hourly rate of Pricing Schedule pay items 62, 63, 64, 65,66,67,68, and 69.
d. No payment will be made for any crew person or equipment not authorized in advance of the work by the County.

e. No additions or deletions will be allowed without written approval of the County.

f. Payment for an Emergency Full Crew working at the site will be limited to the unit rate within the Pricing Schedule.


a. The Contractor shall own or have available to them by formal agreement any equipment necessary to perform the work.

b. The County reserves the right to require the removal and replacement of any equipment which in its sole determination is not performing safely and efficiently. Removal and replacement will be at no additional cost to the County.

c. Cost of equipment includes
   i. Moving time, loading, unloading and Hauling
   ii. Permits, licenses, insurances and any other fees or costs
   iii. All equipment maintenance
   iv. Operator

d. Payment for the equipment must be authorized in advance of the work by the County. Payment for all equipment will be at the Hourly rate given in the Pricing Schedule pay items, no other costs will be considered.

e. When Pricing Schedule pay items 65 and 66, 15 ton Crane and 25 ton crane respectively are authorized by the County, the Contractor will be entitled to a 4 hour minimum charge. All other equipment will be paid for at the hourly rate given in the pricing Schedule pay items for each hour use in performance of the County authorized work.

Class 3 Work - Herbicide Spray Services on an as-needed basis:

1. Establish contract for Herbicide Spray Application Services for overgrowth and other vines on fence lines and/or around structures within Fairfax County. Most of the work will be at Fairfax County Pump Stations but could be used at other locations on an as-needed basis. Herbicide Spray Services will be classified and shall follow all requirements stated in Class 3 Work per this contract.

2. The work will be initiated by the Fairfax County Project Manager according in condition within the current contract and requirements. The Project Manager will contact the Contractor prior to each task and submit a written work request including the location of the area to be treated, map of the general area to be treated, and any special considerations to be observed and performed by the contractor.

3. The County will identify multiple Pump Stations and other locations during the contract term for which the vegetation, overgrowth removal will be required. Work for any given task may include hand removal, and herbicide application. Additional crews or equipment may be utilized as mutually agreed under Class 3 pay items and as directed by the County.

4. Access to perform Herbicide Spray Services work will be accomplished using County easements and/or County properties for access.

5. All Herbicide Spray Services work must be approved and issued by written directive in advance of the work by the County. Herbicide application work performed without a written directive from the County will be considered unauthorized and will not be paid for.
6. A scope of services for each task shall be negotiated between the County and the Contractor, to include any or all the following services:

   a. Field consultations or contractor site visitation for the express purpose of providing a cost estimate will be free of charge.

   b. All treatments shall be performed in accordance with the industry standard timelines established by species to maximize effectiveness of treatments, unless otherwise determined based on a site-by-site basis.

   c. Herbicide Spray method of control shall be applied with portable backpack sprayer. Contractor will be solely responsible for providing chemicals of proper dilution based on application conditions. Contractor will be solely responsible for appropriate signage as requested by the Fairfax County Project Manager to indicate areas that have been treated.

7. Prior to start of Herbicide Spray Application Services the County will provide a draft and final written directive to the Contractor with instructions for work to complete in accordance with Special Provision 1.4. The written directive will include:

   a. The work locations marked on a County map (11x17 inches)

   b. Herbicide Spray Services Directive Form, contains:

      i. Work Authorization Date(s)
      ii. Work hours, start and stop times
      iii. Any special instructions in connection with the work such as limits of the work, time stipulations, special requirements from the County and/or the owner.
      iv. List of County pre-approved Pricing Schedule pay items the contractor may use for invoicing once the work is complete. Pricing Schedule pay items and/or any equipment which has not been pre-approved by the County for payment will not be paid for.
      v. Estimated Cost to Complete the Work.

   c. See Example written directive for Herbicide Spray Services Appendix H which includes:

      i. Work Location on County Grid Map
      ii. Herbicide Spray Services Directive Form
      iii. Any attachments as needed (i.e. Contractor work estimate)

8. Qualification Requirements:

   a. Contractor shall provide detailed description of experience for the organization demonstrating minimum three years of experience in providing Herbicide Spray Services.

   b. Contractor shall provide a detailed description of the procedure used to ensure all staff have proper knowledge of Herbicide’s to be used and knowledge of plants.

   c. The contractor shall ensure that all field staff are appropriately certified by the Commonwealth of Virginia (or reciprocal state licenses) to apply Herbicide Spray in the field condition found at each site.

   d. When Herbicide Sprays are applied, the contractor must coordinate with the County to confirm the actual Herbicide applicator hours and the quantity of spray applied (gallons) used. This includes confirming the type of spray used, as validated by empty or partially empty containers to the closest quarter gallon.
9. **Herbicide Spray Services Reporting Requirements:**
   a. Contractor shall report and complete the form in the link within 24 hours of Herbicide Application in Fairfax County.
   https://www.fairfaxcounty.gov/publicworks/stormwater/pesticide-application-reporting

10. **Pricing Schedule pay items 70,71,72,73,74, and 75:**
    a. Item 70 will be utilized when the area being treated is not a typical fence line or structure. The work shall be invoiced utilizing the hourly rate of the technician. The hourly rate is inclusive of labor and equipment/tools used.
    
    b. Items 71 and 72 will be utilized to address overgrowth along the typical fence line or structure. The typical fence height is up to 8ft and will be invoiced per the linear foot. The linear foot price is inclusive to labor and equipment/tools used.
    
    c. Items 73,74, and 75 applies to items 70,71,72 for the spray materials utilized. The work shall be invoiced utilizing the gallons used and item 70 or 71,72 as directed by the County per written directive form (Appendix H).

2. **EQUIPMENT:**

1. Refueling and other routine maintenance practices are not to be carried out on any grass or associated area, all equipment must be moved to a paved area for these operations. Any fuel or liquids spills or spoils generated from equipment operations or maintenance are the sole responsibility of the contractor and must be handled according to all federal, state and local regulations. All spills shall be cleaned up and damaged repaired by and at the contractor’s expense.

2. The Contractors equipment and vehicles shall be kept and maintained in safe, optimum condition without leaking fuel or liquids. All the Contractors vehicles used in the execution of this contract shall have the company name /or logo prominently displayed on both sides of the vehicle and to be clean, maintained and painted to present a neat, professional appearance. In addition, all vehicles and equipment shall meet all current local, state, and federal safety standards.

3. The contractor shall exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws, ordinances, and regulations shall be strictly observed. The contractor shall keep all necessary guards and protective devices in place while at the work site to prevent injury to the public or damage to public or county property. In addition, the contractor shall park all trucks, trailers, and equipment at the work site in such a manner as to not create a hazardous condition while at the site.

3. **TO BE SUPPLIED BY THE CONTRACTOR:**

1. Any clearing operation within 200’ (feet) of resident’s homes / businesses will require an notification letter, provided by the contractor and approved by the County, the letter shall be mailed or delivered by the contractor to each residence and association president a minimum of 7 business days prior to commencing work. Residents and association presidents shall be informed about the clearing operation and the approximate duration of the work. Important notice is to be at the top of notification letter, the notification letter is to be in English and Spanish. (Important Fairfax County information is to be on the front of the envelope, if mailed.)

2. A mailing log will be maintained of the addresses that the easement clearing notification letter was mailed to. The log will be available for the County’s review and will become the property of the County at the end of the contract period.
3. The Contractor is required to have a portable telephone on site at all times.

4. Due to enhanced security measures, Contractor employees, representatives and subcontractors are required to display company photo identification badges above the waist at all times while on the job site, supplied by the contractor. Contractor employees, representatives and subcontractors who arrive at the job site without appropriate identification badges may immediately be dismissed from the job site.

5. The selected Contractor, and its subcontractors, will be required to submit written documentation of an acceptable “Criminal History” background check, that is not older than 6 months, for all employees, representatives, and subcontractor’s prior to receiving any “Notice to Proceed” under this contract, and at any time deemed necessary by the Fairfax County Police Department or Sheriff’s Office. If any employee leaves and is rehired by the Contractor a new “Criminal History” must be obtained prior to the employee starting work in Fairfax County. Criminal History must be renewed yearly from the date of first clearance.

6. **NOTE:** For security reasons, Criminal History information must be sent via hardcopy or CD/Disc by certified mail to: Director, Wastewater Collection Division, 6000 Freds Oak Rd, Burke, VA 22015. The Contractor shall provide at no additional cost and make available to the County measuring devices needed to determine tree and stump sizes for the duration of this contract and any extension thereof.

   a. Provide two (2) diameter tapes used for DBH and stump measurements, manufactured by Lufkin, Spencer or equal and approved by the County.
   b. Provide two (2) Calipers used for DBH and stump measurements. Devices must be approved by the County.
   c. All measuring devices used by the Contractor must accurately measure. Upon request by the County the Contractor will calibrate or otherwise confirm to satisfaction of the County that the measuring device is capable of accurate measurements. Any measuring device found to be defective will not be used and it will be replaced at no cost to the County.

4. **AIR QUALITY:**

   1. When the air quality conditions for the following day are forecasted for the Washington D.C. Metropolitan Region to be “Code Red” or “Code Purple”, clearing operations for the following day shall be suspended. Clearing may be resumed when the forecast is changed to “Code Orange, Yellow or Green”. Fairfax County will provide the Contractor with a media sources such as websites and/or phone numbers that they may use to obtain the forecast. [http://www.mwcog.org/environment/air/forecast](http://www.mwcog.org/environment/air/forecast).

5. **ENVIROMENTAL PROTECTION AND STEWARDSHIP:**

   1. It is the policy of the Fairfax County Wastewater Management Program to protect and enhance the environment and provide for the health, safety, and wellbeing of those who work, live, and visit in Fairfax County.

6. **RESTORATION/PROPERTY DAMAGE:**

   1. Any damage to the County’s infrastructure or to private or public property (dead grass, ruts, damaged pavement, concrete, fences, etc.) will be immediately repaired to the Owners and County satisfaction at no additional cost to the County or property owners. The property owners and the County will be notified of the problem and the repair method. The Contractor shall expedite the insurance process and shall be held responsible until all the repairs to the residence or County property are completed, all clean up and replacement of materials is completed to the satisfaction of the Homeowners and/or the County, and in accordance with R.P.A.’s

   2. In the event of a sewer back up caused by the clearing operation, the Contractor is responsible for
having a Certified Laboratory perform bacteria testing in all residents affected, for fecal matter. A certified Laboratory must be available for performing such testing at the request of the Contractor at no additional cost to the County.

3. The company used by the contractor for the cleanup shall be certified in the following. All work performed by the Contractor shall be in accordance with the guide for Professional Water Damage Restoration (IICRC S500), and the guide for Professional Mold Remediation (IICRC S520). The Contractor shall submit to the County within two business days of notification a written summary of the events that happened and corrective measures to prevent them in the future.

4. Upon award of the contract, the contractor will have a Plumbing contractor to address concerns by the Homeowners caused by the clearing operation.

5. The Contractor shall furnish all labor, equipment, supervision, and materials for restoring and seeding the easement. All ruts and disturbed area shall be filled in and smoothed out. All areas near occupied homes or streams will be seeded. Commencement of seeding operations shall be approved by the Owner to suit proper weather conditions.

6. When required, one of the following grass mixtures, or approved equal, shall be uniformly applied at the rate specified below. Bag tags showing species, test date, and germination and purity values will be satisfactory evidence of quality and will be provided to the Owner.

<table>
<thead>
<tr>
<th>Grass Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tall Fescue (KY 31)</td>
<td>40lbs/acre</td>
</tr>
<tr>
<td>Red Top Grass</td>
<td>5lbs/acre</td>
</tr>
</tbody>
</table>

7. The seed mix for stabilization in the natural areas on Fairfax County Park Authority property, 25 lbs./acre of the following seed mix: by Ernst Conservation Seed Company or approved equal.

- Annual Rye – 50% of mix
- Indian grass – Sorghastrum nutans variety Tomahawk (debearded)* – 20% of mix
- Virginia wild rye – Elymus virginicus – 10% of mix
- Deer tongue - Panicum clandestinum – 5% of mix
- Common milkweed – Asclepias syriaca – 5% of mix
- Swamp milkweed – Asclepias incarnate - 5% of mix
- Spotted Joe-pye weed – Eupatorium maculatum – 3% of mix
- New York ironweed – Vernonia naveboracensis – 2% of mix

8. Seeding shall be done by a tractor mounted, cyclone-type or no till seeder or by hydro seeding. Hand seeding with a spreader may be necessary in spots inaccessible by mechanical equipment.

9. Upon completion of grading and seeding, all bare soil areas will be covered with a light covering of straw.

10. Any areas outside the specified easement areas, where the vegetation has been accidentally destroyed and the ground disturbed by the Contractor shall be restored by the Contractor as described above and at no expense to the Owner.

7. **PROGRESS PAYMENTS:**

1. Progress payments may be made as work progresses based upon the following factors:
   A. percentage of completion
   B. particular stage of completion
   C. satisfactory completion of each task

2. The Contractor will be paid for approved work in accordance with the dollar amounts bid and listed within the Pricing Schedule. No other costs will be considered for payment and these costs are considered incidental to the contract.
8. **INSPECTION:**

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 his own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge.
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

2. DEFINITIONS: Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

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

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

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

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

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

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

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

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

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

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

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

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.

7. LABELING OF BIDS – All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder’s name and address clearly marked on the outside of the envelope or package.

8. ACCEPTANCE OF BIDS/BINDING 90 DAYS—Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

9. CONDITIONAL BIDS-Conditional bids may be rejected in whole or in part.

10. BIDS FOR ALL OR PART-The Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating, but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

11. AREA BIDS- For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

12. RECEIPT OF BIDS-Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.

13. BID OPENING-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 64, General Conditions and Instructions to Bidders. The Purchasing Agent’s representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County’s website at: https://www.fairfaxcounty.gov/procurement/bid-tab

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.

14. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.

If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

15. BIDDER INTERESTED IN MORE THAN ONE BID- If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

16. TAX EXEMPTION- The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County’s Federal Excise Tax Exemption Number is 54-74-0127K.

17. PROHIBITION AGAINST UNIFORM PRICING- The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

18. UNBALANCED BIDS—A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent, both mathematically and
materially unbalanced, may be rejected as non-responsive.

**SPECIFICATIONS**

19. **CLARIFICATION OF TERMS**—If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.

20. **BRAND NAME OR EQUAL ITEMS**—Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

21. **SPECIFICATIONS**—When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

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

**AWARD**

22. **AWARD OR REJECTION OF BIDS**—The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any irregularity 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-responsive 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. 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
j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract.

If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

23. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS**—A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:

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

24. **TIE-BIDS**—If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

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

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

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

27. **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.

28. **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**

29. **TERMINATION OF CONTRACTS** Contracts will remain in force for (i) the full period specified or (ii) until all articles ordered before date of termination, but arriving after the termination date, are satisfactorily delivered, accepted, and any further requirements and conditions are met, unless the Contract is:
   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.

30. **TERMINATION FOR CONVENIENCE**
   a. A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective.
   b. An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 30.b shall survive termination of the contract.

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

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

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

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

35. **DELIVERY/SERVICE FAILURES** - If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

36. **NON-LIABILITY** - The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent’s opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.

37. **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 and advertisements solicited by the Contractor in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
   d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.
   e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

38. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE**
   a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
   b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
   c. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.

39. **GUARANTEES & WARRANTIES** - All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.

40. **PRICE REDUCTION** - If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purposes of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at the reduced prices indicating the invoice total the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.

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

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

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

DELIVERY PROVISIONS

43. SHIPPING INSTRUCTIONS - CONSIGNMENT—Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

44. RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED—Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County’s own property.

45. INSPECTIONS—Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

46. COMPLIANCE—Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor’s claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.

47. 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.

48. 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.

49. METHOD AND CONTAINERS—Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

50. 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.

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

a. The Purchase Order Number,
b. The Name of the Article and Stock Number (Supplier’s),
c. The Quantity Ordered,
d. The Quantity Shipped,
e. The Quantity Back Ordered,
f. The Name of the Contractor.

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

BILLING

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

PAYMENTS

53. PAYMENT-Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.

54. 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.

55. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

56. 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. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
   c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
   d. 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.
   e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
   f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

57. 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 of those documents 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 government rules, regulations, methods, and procedures.
   d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
   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.
58. INDEMNIFICATION

a. General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.

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

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

c. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before taking such defense or entering into such resolution.

d. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

59. OFFICIALS NOT TO BENEFIT

a. Each bidder, offeror, or contractor shall certify, upon signing a bid, proposal, or contract, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. For purposes of this Paragraph, "financial benefit" means any payment, loan, subscription, advance, deposit of money, services personal use rebates or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. If a financial benefit has been received or will be received, this fact must be disclosed with the bid or proposal or as soon thereafter as it appears that a financial 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 financial 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 must disclose 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.

60. 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 shall be directed to the Department of Tax Administration, telephone (703) 222-6234 or visit: https://www.fairfaxcounty.gov/taxes/business/understanding-bpoltax. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

61. 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 Purchase 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.

62. 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.

63. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiation of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

d. Nothing contained in this section shall be construed to require the County, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).

f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.

64. INELIGIBILITY- Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;

3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:

a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project;

7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

c. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

65. 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 (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.

b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 5.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

66. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

b. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

67. PROTEST OF AWARD OR DECISION TO AWARD-

a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 5.C of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 5.C, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.

b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

c. Pursuant to a 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.
68. CONTRACTUAL DISPUTES-

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent’s decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.

b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor’s intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

69. LEGAL ACTION- No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met. Statutory requirements include, but are not limited to, the requirements of the Virginia Public Procurement Act, as reflected in the Fairfax County Purchasing Resolution and the requirement that any contractor seeking monetary relief or damages from the County must submit its claim to the Board of Supervisors in compliance with Virginia Code § 15.2-1243 through 1249.

70. VENUE: This contract and its terms, including but not limited to, the parties’ obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction’s choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

71. COOPERATIVE PURCHASING- The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.

72. 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.

73. IMMIGRATION REFORM AND CONTROL ACT- Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

74. AUDIT OF RECORDS The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term “records” includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.

75. PERSONALLY IDENTIFIABLE INFORMATION: Contractor will comply with all applicable laws regarding safeguarding and protection of personally identifiable information made available through this Contract. Contractor must report to the County all breaches that result in exposure of the County’s data or other incidents compromising the security of the County’s data. For purposes of this section “County data” means data that the Contractor accesses, stores, or hosts pursuant to this Contract and includes “personal information” defined by Virginia Code § 18.2-186.6 or “medical information” defined by Virginia Code § 32.1-127.1:05. Such reports must be made to the County immediately upon discovery of the breach and no later than three days from when Contractor discovered the breach. The requirements of this paragraph are in addition to and do not relieve Contractor of its obligation to comply with any requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided. If Contractor experiences a breach of protected health information governed under HIPAA, or substance use disorder information governed under 42 CFR Part 2, the terms of any Business Associate or Qualified Service Organization Agreement between the parties will control.

76. NONVISUAL ACCESS- All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:

a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format
of the data presented, shall be readily achievable by nonvisual means;

b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;

c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and

d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.

e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

APPROVED:

/S/ Elizabeth D. Teare
COUNTY ATTORNEY

/S/ LeeAnne Pender
COUNTY PURCHASING AGENT
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:

A. 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:

1. 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

2. 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.

3. Termination of a contract between the contractor and any public entity by their purchasing agent or his designee for safety violations.

B. 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.

C. 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 A, which have become final within the three (3) years prior to the bid submission.
APPENDIX B

FAIRFAX COUNTY
CONSTRUCTION SAFETY RESOLUTION

1. Notwithstanding the language of paragraph C, above, any bidder or contractor who has been the subject of a violation, as described in paragraph A.1, 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 E, below.

2. Notwithstanding the language of paragraph C, above, any bidder or contractor who has been the subject of the type and number of violations as described in paragraph A.2, which have become final within three (3) years prior to bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph E, below.

3. Notwithstanding the language of paragraph C, above, any bidder or contractor who has previously been terminated from a public contract, as described in paragraph A.3, within three (3) years prior to the bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph E, below.

D. Prior to bidding on a project, under the provisions of paragraph C 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.

E. 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:

1. Corrective action taken by a bidder or contractor to prevent the recurrence of safety violations.
2. Days Away From Work Incident Rate for the past three (3) years.
3. Summary of Work-Related Injuries and Illnesses/Incident Rate for the past three (3) years.
4. Worker’s Compensation Experience Modification Rating for the past three (3) years.
5. Fatality record for the past five (5) years.
6. Detailed information regarding the firm’s safety program including but not limited to a Safety and Health plan and qualifications of the safety personnel.

7. 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.

8. Incorporation of safety and health related issues into their new employee orientation programs.

9. Incorporation of work safety as a part of an employee’s performance evaluation.

10. 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?

11. Designation of a full time Safety Manager. Does this person report to a high level, authoritative position within the Company?

12. Frequency and type of safety inspections conducted at work sites.

13. The number and type of safety training programs conducted for employees.

14. Frequency of safety “tailgate meetings” conducted by the firm.

15. Designation of an active safety committee, frequency of their meetings and list of members of the committee.

16. Active membership in a recognized construction safety organization in the Washington Metropolitan area, or in the state of contractor’s domicile.

F. 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.

G. 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.

H. 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 C, above.
I. 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.

J. 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.

K. 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.

(1) Disqualify the prospective bidder from bidding a contract.

(2) Debar the contractor from bidding future contracts for a period not to exceed three years.

(3) Terminate the contract awarded to the bidder after providing notice and opportunity to be heard.
BIDDER NAME: _________________________

NOTE: The Wastewater Collection Division will not identify the exact location of all work prior to issuance of the IFB. Sample clearing locations are marked on the grid sheets supplied for reference Item A thru G, Attachment C (Average easement footage cleared in the last 5 years is 251,861 linear feet per year.)

<table>
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<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit of Measure</th>
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<td>5</td>
<td>Removal, Hauling &amp; Disposal of debris from clearing operation</td>
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### CLASS 3 - SPECIALIZED ARBORISTS’ and HERBICIDE SPRAY SERVICES ON AN AS-NEEDED BASIS WHEN NOT USING ITEMS 1 THRU 45 ABOVE

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<td>Standard Foreman WEEKDAYS 7:30 am TO 4:00 pm</td>
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<td>Standard Grounds person&lt;br&gt;WEEKDAYS 7:30 am TO 4:00 pm</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>50</td>
<td>EMERGENCY Full Crew&lt;br&gt;WEEKDAYS 7:30 am to 4:00 pm&lt;br&gt;Emergency as Designated by County</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>51</td>
<td>EMERGENCY Foreman&lt;br&gt;WEEKDAYS 7:30 am TO 4:00 pm&lt;br&gt;Emergency as Designated by County</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>52</td>
<td>EMERGENCY Climber/Trimmer&lt;br&gt;WEEKDAYS 7:30 am TO 4:00 pm&lt;br&gt;Emergency as Designated by County</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>53</td>
<td>EMERGENCY Groundsperson&lt;br&gt;WEEKDAYS 7:30 am TO 4:00 pm&lt;br&gt;Emergency as Designated by County</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>54</td>
<td>EMERGENCY Full Crew&lt;br&gt;Weekends 7:30 am to 4:00 pm&lt;br&gt;Emergency as Designated by County</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>55</td>
<td>EMERGENCY Foreman&lt;br&gt;WEEKENDS 7:30 am TO 4:00 pm&lt;br&gt;Emergency as Designated by County</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>56</td>
<td>EMERGENCY Climber/Trimmer&lt;br&gt;WEEKENDS 7:30 am TO 4:00 pm&lt;br&gt;Emergency as Designated by County</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>57</td>
<td>EMERGENCY Groundsperson&lt;br&gt;WEEKENDS 7:30 am TO 4:00 pm&lt;br&gt;Emergency as Designated by County</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>58</td>
<td>EMERGENCY Full Crew&lt;br&gt;Nights (after 4:00 pm) and County Holidays&lt;br&gt;Emergency as Designated by County</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>59</td>
<td>EMERGENCY Foreman - Nights (after 4:00 pm ) and County Holidays&lt;br&gt;Emergency as Designated by County</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>60</td>
<td>EMERGENCY Climber/Trimmer - Nights (after 4:00 pm) and County Holidays&lt;br&gt;Emergency as Designated by County</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>61</td>
<td>EMERGENCY Groundsperson - Nights (after 4:00 pm) and County Holidays&lt;br&gt;Emergency as Designated by County</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>62</td>
<td>Aerial bucket Truck with a minimum forty five foot boom&lt;br&gt;Approval required by County prior to Use</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>63</td>
<td>Commercial grade Chipper&lt;br&gt;Approval required by County prior to Use</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
</tbody>
</table>
## PRICING SCHEDULE

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>64</td>
<td>Commercial Grade Stump Grinder Approval required by County prior to Use</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>65</td>
<td>15 ton Crane, Approval required by County prior to Use</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>66</td>
<td>25 ton Crane, Approval required by County prior to Use</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>67</td>
<td>2 1/2 ton stake body truck, Approval required by County prior to Use</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>68</td>
<td>10 ton stake body truck, Approval required by County prior to Use</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>69</td>
<td>Log Loader/Grapple Truck, Approval required by County prior to Use</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>70</td>
<td>Certified Herbicide Spray Technician WEEKDAYS 7:30am To 4:00pm</td>
<td>10</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>71</td>
<td>Certified Herbicide Spray Technician WEEKDAYS 7:30am To 4:00pm</td>
<td>1000</td>
<td>LF</td>
</tr>
<tr>
<td>72</td>
<td>Helper Ground Person WEEKDAYS 7:30am To 4:00pm</td>
<td>1000</td>
<td>LF</td>
</tr>
<tr>
<td>73</td>
<td>Garlon 3A or Equivalent</td>
<td>10</td>
<td>Gallon</td>
</tr>
<tr>
<td>74</td>
<td>Garlon 4 or Equivalent</td>
<td>10</td>
<td>Gallon</td>
</tr>
<tr>
<td>75</td>
<td>Cidekick Surfactant or Equivalent</td>
<td>10</td>
<td>Gallon</td>
</tr>
</tbody>
</table>

**Total Amount of Bid:**

**STATE RESPONSE TIME AFTER NOTICE TO PROCEED:**

Bidder(s) are required that all work be started no later than 15 calendar days from the date of the notification to proceed by the County. A shorter start time maybe mutually agreed upon between the Contractor and the Department ordering the service.
CERTIFICATION OF SAFETY VIOLATIONS:

NAME(S) OF INSTALLER(S) AND/OR SUBCONTRACTOR

NAME: __________________________________________

ADDRESS: _______________________________________

TELEPHONE NUMBER(S): ___________________________

LIST SAFETY VIOLATIONS (Reference Section 15, Special Provisions):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

If there were no safety violations list each state in which work was performed in past 3 (three) years (Ref. Section 15, Special Provisions):

________________________________________________________________________

________________________________________________________________________

I hereby certify that the above information is correct to the best of my knowledge.

________________________________________
Principal

State 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 acknowledge to me that he executed the same as and for the act and deed of said firm.

(SEAL)

Notary Public

My commission expires: ______________________________
BIDDER DATA SHEET

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

1. **Qualification**: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor’s Primary Contact**:
   - Name: ________________________________
   - Phone: ________________________________

3. **Years in Business**: Bidder shall have at least three (3) years of experience providing this type of goods and services.

   Indicate the length of time you have been in business providing this type of good or service:
   - _______ Years
   - _______ Months

4. **Vendor Information**:
   - eVA Vendor ID or DUNS Number: __________________________________________________________

5. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

<table>
<thead>
<tr>
<th>A. Company:</th>
<th>Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Project:</td>
<td></td>
</tr>
<tr>
<td>Dates of Service:</td>
<td>$ Value:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Company:</th>
<th>Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Project:</td>
<td></td>
</tr>
<tr>
<td>Dates of Service:</td>
<td>$ Value:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Company:</th>
<th>Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Project:</td>
<td></td>
</tr>
<tr>
<td>Dates of Service:</td>
<td>$ Value:</td>
</tr>
</tbody>
</table>

I certify the accuracy of this information.

Signed: ________________________________ Title: _____________________________ Date: _______________
VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The contractor:

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

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

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

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

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

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

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

NAME OF BUSINESS: ____________________________________________________________

LAST 4 DIGITS OF TIN/EIN: __________________ SIGNATURE: ____________________________

<table>
<thead>
<tr>
<th>Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Small</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Women-Owned</td>
</tr>
</tbody>
</table>

DEFINITIONS

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

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

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

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

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

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

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

Check one:

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

☐

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

☐

If 2 is selected, please complete the following:

Recipent: __________________________________________

Date of Gift: _______________________________________

Description of the gift and its value: ____________________________

........................................................................

Description of the consideration received in exchange and its value:

........................................................................

Printed Name of Bidder/Offeror
Representative: __________________________________________

Signature/Date: __________________________________________

Company Name: __________________________________________

Company Address: _________________________________________

City/State/Zip: ___________________________________________

This certification supplements but does not replace the requirements set forth in paragraph 59 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.
Sample: B
Sample: F
Sample: G