

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

**IFB 200002637
Custodial Services - FCPS**

PRE-BID CONFERENCE/SITE VISIT

A mandatory pre-bid conference, followed by site visits, will commence at the Sideburn Support Center, 5025 Sideburn Road, Fairfax, VA 22032 on October 16, 2018 at 8:45 a.m. The purpose of the conference and visits is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at the conference and site visits will be a pre-requisite for submitting a bid. Bids will only be accepted from those bidders who are represented at the pre-bid conference and site visits. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Transportation for the site visits will be provided. All participants must use this transportation. The transportation will depart promptly at 9:00 a.m. The site visits will take approximately 6 hours.

All questions pertaining to this IFB should be submitted in writing to the contract administrator, Asya Evans, at arevans@fcps.edu prior to the pre-bid conference or no later than five business days prior to the bid opening).

ISSUE DATE: October 4, 2018	INVITATION FOR BID: IFB 2000002637	TITLE: Custodial Services - FCPS
DEPARTMENT: FACILITIES MANAGEMENT	DUE DATE/TIME: November 7, 2018 / 2:00p.m.	CONTRACT ADMINISTRATOR: Asya Evans/ AREvans@fcps.edu

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

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

NAME AND ADDRESS OF FIRM: _____ Telephone/Fax No.: _____
 _____ E-Mail Address: _____
 _____ Federal Employer Identification No: _____
 _____ **OR** _____
 _____ Federal Social Security No. _____
 _____ (Sole Proprietor): _____
 _____ Prompt Payment Discount: _____% for payment within _____ days /
 _____ net _____ days
 _____ State Corporation Commission (SCC)
 _____ Identification No.: _____

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

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: LARGE (Y) SMALL (B)
 MINORITY-OWNED SMALL (X) MINORITY OWNED LARGE (V) WOMEN-OWNED SMALL (C)
 WOMEN OWNED LARGE (A) NON PROFIT (9)
 CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION
 State in which Incorporated: _____

Vendor Legally Authorized Signature

Print Name and Title

Date

Sealed bids subject to terms and conditions of this invitation will be received by the Fairfax County Purchasing Agent at 8115 Gatehouse Road, Suite 4400, Falls Church, Virginia 22042-1203 on the due date and time specified, and then publicly opened and read.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



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1. SCOPE:

- 1.1. The purpose of this solicitation is to establish a term contract(s) for Custodial Services for specific locations within Fairfax County Public Schools (FCPS) for the requirements listed in this solicitation.
- 1.2. Bidders are required to include the following with their bid:
 - Vendor's legal Authorized Signature (DPSM30 – Cover sheet)
 - Appendix B
 - Addenda, if applicable
 - Staffing and Supply Plan

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

2. BACKGROUND

- 2.1. Fairfax County Public Schools currently has 18 Administrative Centers located throughout the county ranging in size from 2,500 square feet to 71,130 square feet. These facilities are open for business Monday through Friday from 7:00 a.m. - 5:00 p.m.
- 2.2. The Contractor will be responsible for cleaning five (5) days a week Monday thru Friday. Service shall commence no earlier than 3:30 p.m. and must be completed by 11:30 p.m.
- 2.3. In some cases, there may be times when FCPS needs supplemental services to assist with additional clean up.

3. MINIMUM QUALIFICATIONS:

- 3.1. The successful bidder must meet the following minimum qualifications:
 - a. References from customers for whom similar work was performed (Ref. Appendix B, References)
 - b. Minimum of 10 years of experience (Ref. Appendix B, Minimum qualifications)
 - c. Ability to start work within 60 days of award (Ref. Appendix B, Minimum qualifications)
 - d. Must have previously held a contract valued at \$500,000.00 or more.
- 3.2. Bidders must respond positively to Appendix B, Minimum Qualifications. Failure to adhere to the minimum qualifications shall result in rejection of the bid in its entirety.

4. MANDATORY PRE-BID CONFERENCE & SITE VISITS:

- 4.1. A mandatory pre-bid conference and site visits will be held on October 16, 2018 at 8:45 a.m. in the Sideburn Support Center, 5025 Sideburn Road, Fairfax, VA 22032. Attendees requiring special services are asked to provide their requirements to the Office of Equity and Employee Relations at 571-423-3070, HRequity&employeerelations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 4.2. Due to the importance of all bidders having a clear understanding of the

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specifications/scope of work and requirements of this solicitation, attendance at this conference/site visit will be a pre-requisite for submitting a bid. Bids will only be accepted from those bidders who are represented at the pre-bid conference & site visits. Attendance at the conference/site visit will be evidenced by the representative's signature on the attendance roster. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Transportation for the site visit will be provided. All participants must use this transportation. The transportation will depart promptly at 9:00 a.m. The site visit will take approximately 6 hours.

- 4.3. All questions pertaining to this IFB should be submitted in writing to the contract administrator, Asya Evans, at AREvans@fcps.edu prior to the pre-bid conference or no later than five business days prior to the bid opening.

NOTE: Failure to attend the Mandatory Pre-bid conference and site visits shall result in rejection fo the bid in its entirety.

5. PERIOD OF CONTRACT:

- 5.1. The period of this contract shall be from the date of award through December 31, 2019.
- 5.2. Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through the Office of Procurement Services. FCPS reserves the right to renew the contract for four (4) additional one-year periods.
- 5.3. Notice of intent to renew will be given to the Contractor in writing by the Office of Procurement Services, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)
- 5.4. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this 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.

6. PRICES AND PRICE ADJUSTMENT:

- 6.1. All prices/discounts for monthly services shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract (labor, equipment, materials).
- 6.2. 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

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administrative cost, etc. Labor rates will be paid on the basis of time at the site.

- 6.3. Special Events: If the successful Bidder would be required to provide additional services to fulfill the requirements of the contract, the compensation will be based on the actual costs of the materials with a mark-up equal to the percentages shown below. No additional costs of any kind will be allowed.

Materials mark-up: 15%
Equipment Rental: 10%

- 6.4. The Contractor shall make every attempt to obtain the lowest price for the materials to which the percentage mark-up will be applied. Invoices, which include material cost, over \$25.00, shall be accompanied by copies of the supplier's invoices to substantiate cost to the Contractor.
- 6.5. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Purchasing Agent. Upon receipt of the Contractor's request, the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
- 6.6. 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.)
- 6.7. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the County Purchasing Agent. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via County Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The County Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.
- 6.8. Price decreases shall be made in accordance with paragraph 39 of the General Conditions and Instructions to Bidders.

7. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

- 7.1. Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise. Please refer to the paragraph entitled, METHOD OF ORDERING.
- 7.2. 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.

SPECIAL PROVISIONS**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. If an "or equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.

9. INTERPRETATION OF BID:

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

Asya Evans, Contract Administrator
Fairfax County Public Schools
Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3585
Email: ARevans@fcps.edu

10. PRODUCT INFORMATION:

- 10.1. The bidder is responsible for clearly and specifically identifying the product being offered and enclosing complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the County to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.

11. SAMPLES:

- 11.1. Fairfax County Public Schools reserves the right to require a bidder to furnish samples within five (5) working days after the request is made.
- 11.2. Some items may require a sample prior to the contract award unless the bidder is bidding on the exact item specified in the pricing schedule's item description.
- 11.3. All samples, if requested, must be furnished free of charge, clearly marked "SAMPLE" with the solicitation number, bid item number, bidder's information, and delivered to:

Fairfax County Public Schools
Office of Procurement Services
Attn: Asya Evans, Contract Administrator
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203

- 11.4. As a part of the bid submittal, the Bidder shall provide a sample of each product that is being bid.
- 11.5. The Successful bidder's sample will be kept by FCPS as a standard quality benchmark for

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all future orders to be placed.

- 11.6. Unsuccessful bidders may request their samples to be returned at their own expense within 30 days of the notice of award. FCPS will dispose of all remaining samples.

12. SUBMISSION OF BIDS:

- 12.1. Each bidder must use the attached Pricing Schedule to submit their bid. All bids must show the manufacturer, style/stock number, delivery time, unit price and total price and/or percentage discount for each item for which a bid is submitted, as applicable. **All bidders must return one (1) original (duly marked), three (3) printed copies, and one (1) USB flash drive with the bid in a searchable “pdf” format. A complete bid should have:**

- a. Cover Sheet (DPSM30), duly signed;
- b. Appendix B;
- c. Staffing and Supply Plan;
- d. Addenda, if applicable;
- e. Completed W9 Form (must be the latest version, per IRS.gov); and
- f. A notarized statement that the electronic version is a true copy of the original bid.

- 12.2. By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions. Bids may be mailed or hand delivered to the following location:

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

- 12.3. All bids shall be submitted in a sealed envelope or package with the bid number, title, and the bidder’s name and address on the outside of such envelope or package.

- 12.4. **BIDS RECEIVED AFTER THE DUE DATE/TIME WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER.**

- 12.5. 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 **MUST** be signed and submitted to the Office of Procurement Services, 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203, before the due date/time or must accompany the bid. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. Bidders are responsible to monitor the web page for the most current addenda at <http://www.fairfaxcounty.gov/solicitation/>.

- 12.6. Bidders are reminded that any bid submitted shall become available in its entirety to public review upon bid opening.

13. CONTACT FOR ADMINISTRATION:

- 13.1. In the event a contract is executed with your firm as a result of this solicitation please indicate the person(s) we may contact for prompt contract administration, in the space

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provided on Appendix B.

- 13.2. For day-to-day oversight of the duties listed in Attachment A, Technical Specifications, communications shall be directed to:

Program Manager
 Scott Larson, Coordinator, Custodial Operations
 (703) 764-2374
 SALarson@fcps.edu

14. BID EVALUATION/CONTRACT AWARD:

- 14.1. SECTION 1 – All items listed in this section will be awarded on the basis of a firm fixed price to the lowest responsive responsible bidder meeting specifications.
- 14.2. SECTION 2 – All items listed in this section will be awarded to the bidder who is awarded Section 1.
- 14.3. 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 the best interest of the County.

15. SAFETY DATA SHEET (MSDS):

- 15.1. When bidding chemicals or products containing chemicals, a current Safety Data Sheets (SDSs), and a description of the product label are to be submitted with the bid. Bidder shall clearly mark the applicable line item number on the Safety Data Sheets (SDSs) to be submitted with the bid. Safety Data Sheets (SDSs) and product labels must comply with OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.12 and 29 CFR 1926 or any other applicable state, federal, or local regulation. Contractor must submit SDSs sheets to each facility that receive any such supplies, materials, equipment or any other substances furnished. **Failure to provide Safety Data Sheets and product label information may be cause for rejection of the bid.**

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

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- b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including contractual liability, personal and advertising injury, and products and completed operations coverage. Completed operations liability endorsement shall continue in force for three years following completion of the contract.
 - c. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, include property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under a standard Automobile Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- 16.3. Fairfax County Public Schools, the Fairfax County School Board, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess"
- 16.4. Indemnification: Article 57 of the General Conditions and Instruction to Bidders (Appendix A) shall apply.
- 16.5. Additional Requirements
- a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 - b. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - c. 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.
 - d. The contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
 - e. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.
 - f. The contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the FCPS. These certified copies will be sent to the FCPS from the

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contractor's insurance agent or representative.

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the FCPS. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities provisions of the contract.
3. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
4. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the FCPS. The Contractor shall be as fully responsible to the FCPS for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
5. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
6. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
7. If the Contractor delivers services from a County leased facility, the Contractor is required to carry property insurance on all equipment, to include County owned installed and maintained equipment used by the Contractor while in their care, custody and control for use under this contract.

g. Liability Insurance "Claims Made" basis:

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

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

SPECIAL PROVISIONS**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. The method of payment is at the discretion of the County at no additional surcharges will be accepted for the use of the procurement card.
- 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. Purchases made under this contract are for readily available supplies. 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 item within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.

22. SERVICE INVOICE:

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- 22.1. Orders placed under this contract for delivery placed by PO, Procurement Card or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket. The Contractor's Sales/Delivery Ticket shall contain the following information:
1. Contractor's Name
 2. Purchase Order number
 3. Date of Purchase
 4. Cost Itemized by location
- 22.2. In all instances, the Contractor will prepare a Sales/Delivery Ticket, whether delivery is made by the Contractor or pick up is made by a FCPS representative at the Contractor's place of business. The Contractor's Sales/Delivery Ticket will be signed, by the FCPS 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 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 Sales/Delivery 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. AUDIT:**
- 25.1. The Contractor shall retain all books, records, and other documents relative to this contract for three (3) years after final payment, or until audited by the County of Fairfax, whichever is sooner. The County shall have full access to and the right to examine any of said materials during the retention period.
- 26. SUBCONTRACTING:**
- 26.1. 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>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us/>; local chambers of commerce and other business organizations.
- 26.2. 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,

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as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

27. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 27.1. Reference Paragraph 70, 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).
- 27.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 27.3. 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.
- 27.4. 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.
- 27.5. 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.

28. NEWS RELEASES BY VENDORS:

- 28.1. 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.

29. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 29.1. 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 Office of Equity and Employee Relations at 571-423-3070, HRequity&employeerelations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 29.2. 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

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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.

30. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 30.1. 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.

31. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:

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

32. REPRESENTATIONS OF CONTRACTOR:

- 32.1. The Contractor represents and warrants:
- a. They are financially solvent and experienced in and competent to perform the type of work.

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- b. They are familiar with Federal, state, municipal and department laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part.
- c. That such temporary and permanent work required by them can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property.

33. SUPERINTENDENCE BY CONTRACTOR:

- 33.1. It shall be the Contractor's responsibility to completely supervise and direct the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the General Contractor.
- 33.2. In addition, the Contractor shall have at least one (1) employee, at the site, Capable of communicating with County employees in the English language.

34. USE OF PREMISES:

- 34.1. On or about the premises, the Contractor shall cause all apparatus, materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and directions, and shall not encumber or permit the premises to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not duly interfere with the progress of the work or the work of any other Contractor.
- 34.2. The Contractor shall be responsible for repairing and/or replacing any work damaged by their operations within 24 hours after notification by the Owner's Representative that damage has occurred.

35. PROTECTION OF WORK AND PROPERTY:

- 35.1. The Contractor shall at all times safely guard the owner's property from injury or losses in connection with this Contract. The Contractor shall at all times safely guard and protect their own work (as provided by law and the contract documents) from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract.

36. POWER OF CONTRACTOR TO ACT IN EMERGENCY:

- 36.1. In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act without previous instructions from the Project Manager as the Contractor sees fit. The Contractor shall notify the Project manager thereof immediately thereafter.
- 36.2. Any compensation claimed by the Contractor due to such extra work shall be submitted to the Project Manager for approval. (Ref: Technical Specifications, Paragraph 5)

37. INCOMPETENT OR DISORDERLY EMPLOYEES:

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- 37.1. If any person employed on the work by the Contractor shall appear to the Project Manager to be incompetent or act disorderly or improper in manner, such person shall be removed immediately on the requisition of the Project Manager, and shall not again be re-employed (on the subject project) except on written consent of the Project Manager.
- 37.2. Alcoholic beverages and illegal drugs are prohibited on the jobsite. Possession of alcoholic beverages or illegal drugs, on the job site by a Contractor's employee, will result in immediate removal of the individual from the site. The Contractor shall ensure that neither its employees nor those of any Subcontractor shall fraternize in any manner with any student of Fairfax County Public Schools at the jobsite. The Project Manager shall have the right to remove from the jobsite any person whose presence to the Project Manager deems detrimental to the best interests of Fairfax County Public Schools. Any individual removed from the job site, pursuant to this section, may not return to any job site without the written consent of the Project Manager.
- 37.3. The Contractor hereby certifies that. (i) neither the Contractor nor any employee of the Contractor who will have direct contact with students has never been convicted of a felony or any offence involving sexual molestation or physical or sexual abuse or rape of a child; and (ii) absent prior Notice to the Project Manager, neither the Contractor nor any employee of the Contractor who will have direct contact with students has been convicted of a crime or moral turpitude. The foregoing certification shall be binding upon the Contractor throughout the contract period and the Contractor hereby covenants and agrees to provide the Project Manager with immediate Notice of any event or circumstance that renders such certification untrue. The Contractor hereby covenants and agrees that it will require this certification to be included in every subcontract of every tier in order that the provision contained herein will be binding upon each Subcontractor and Sub-subcontractor. The Contractor will ensure that no worker shall perform work in occupied areas during school hours unless prior written approval has been granted by the Project Manager and proper safety precautions have been exercised to isolate the area of work.

38. WARRANTY:

- 38.1. All work and parts provided under this contract shall have, as a minimum, a one year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud. Copies of warranties shall be submitted to the Project Manager after completion of work.
- 38.2. When defective work and/or materials are found during the warranty period, the Project Manager shall notify the Contractor shall respond within 24 hours days of the notification. Upon receipt of notice from the Owner, of failure or any item or appurtenance thereto or signs of deterioration during the warranty period, the Contractor shall, at his own expense, promptly adjust or repair or furnish and install necessary replacement parts of design, workmanship, materials approved by Owner or replace the complete item.

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1. MINIMUM MAN-HOUR REQUIREMENTS:

- 1.1. Each Contractor must assess their own ability to meet FCPS cleaning standards and the work hours necessary to accomplish the necessary tasks.
- 1.2. Staffing and Supply Plan – This form is located in Appendix B of this solicitation and provides FCPS with your estimated plan based on your understanding of the requirements of this solicitation, the site visit of the locations and your expertise on the level of service required.
- 1.3. The following FCPS locations require custodial services:

Alan Leis Instructional Center 38,350 square feet 7423 Camp Alger Avenue Falls Church, VA 22042 703-208-7700	ACE Learning Lab 6,000 square feet 400 Elden Street Herndon, VA 20170 703-707-9230	Dunn Loring Administrative Center 42,400 square feet 2334 Gallows Road Vienna, VA 22027 703-204-3800
Edison Support Center 15,768 square feet 5805 Franconia Road Alexandria, VA 22310 703-313-6000	Graham Road Community Center 71,130 square feet 3036 Graham Road Falls Church, VA 22042 703-937-1700	Herndon Support Center 13,593 square feet 397 Herndon Parkway Herndon, VA 20170 703-467-5200
Johnnie Forte, Jr. Support Center Food Services Annex and IMP Center 76,168 square feet 6800-B Industrial Road Springfield, VA 22151 703-658-3602	Lorton Administrative Center 30,500 square feet 8101 Lorton Road Lorton, VA 22079 703-446-2000	Merrifield Support Center 22,270 square feet 8435 Lee Highway Merrifield, VA 22031 571-982-1100
Nancy Sprague Technology Center 43,300 square feet 4414 Holborn Avenue Annandale, VA 22003 703-503-7400	Pickett Annex Buildings 8,035 square feet 9525 Main Street Fairfax, VA 22031 703-506-2251	Pimmit Hills Center 46,533 square feet 7510 Lisle Avenue Falls Church, VA 22043 703-506-2250
Plum Administrative Center 40,150 square feet 6815 Edsall Road Springfield, VA 22151 703-750-8400	Sideburn Support Center 6,182 square feet 5025 Sideburn Road Fairfax, VA 22032 703-764-2405	Stonecroft Transportation Facility 13,816 square feet 4641 Stonecroft Boulevard Chantilly, VA 20151 703-249-7000
Virginia Hills Administration Center 31,000 square feet 6520 Diana Lane Alexandria, VA 22310 703-329-2515	Wilton Woods Administrative Center 43,893 square feet 3701 Franconia Road Alexandria, VA 22310 703-329-7400	Woodson Complex 42,350 square feet 9515-9517 Main Street Fairfax, VA 22031 703-764-3500

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2. HOLIDAYS:

- 2.1. Services shall be performed daily Monday through Friday, except for the Fairfax County Public Schools' holidays listed below:

Independence Day
Labor Day
Thanksgiving
The day following Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day
Inauguration Day
Presidents' Day
Memorial Day

3. CLEANING REQUIREMENTS:

- 3.1. Contract services will include but are not limited to the following activities: sweeping, mopping, floor stripping, finishing, dusting, polishing, trash removal, restroom cleaning, window cleaning, vacuuming, recycling, carpet cleaning, re-lamping (FCPS provides lamps), appliance cleaning, furniture moving, grounds policing, community and school special use preparation, and other duties related to the school plant operations of Fairfax County Public Schools' buildings as specified within these technical specifications.

4. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS:

- 4.1. Paper and Trash Collection
- a. All trash and paper shall be removed and collected at the dumpster sites according to the schedule (Reference, Technical Specifications, paragraph 5). The Contractor will collect paper from the recycling containers located throughout the property including but not limited to: office paper (any color), cardboard, catalogues, computer paper, copy paper, copy paper wrappers and boxes, envelopes, paper file folders, junk mail, magazines, newspapers, phone books and any clean paper without food residue. Under no circumstances will paper that is source separated for recycling be mixed by the Contractor with refuse or placed by the Contractor in a refuse container for removal from the property for disposal. Paper collected separately for recycling will be deposited by the contractor in the appropriate recycle container.
- b. The Contractor will collect single stream recyclables from the recycling containers located throughout the property. Cans, bottles paper, and cardboard collected separately for recycling will be deposited by the contractor in the appropriate recycle container located at the loading dock. Cans and bottles can be placed in the same recycling container as the paper and cardboard but must be in a closed trash bag. The Contractor will be required to breakdown cardboard boxes and place them in the appropriate recycling container.
- 4.2. Receptacle Emptying and Cleaning

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- a. All trash receptacles shall be emptied according to Service Frequency schedule (Reference, Technical Specifications, paragraph 5). All receptacles shall be relined with clean plastic liners. All recycling papers shall be emptied into boxes provided by the County. The technical contract administrator shall be notified when receptacles require repair or replacement.
 - b. Receptacles shall be kept clean and odor free. Trash and paper shall not be allowed to accumulate in hallways or overflow receptacles. Dumpster sites shall be kept clean and orderly. Trash shall not be allowed to blow around grounds. Spills resulting from collection process shall be promptly cleaned.
- 4.3. Emptying and Cleaning Cigarette Urns
- a. All urns shall be emptied on a schedule (Reference, Technical Specifications, paragraph 5) consistent with the frequencies given. Urns containing sand or other extinguishing materials shall have such material replaced when soiled or wet.
- 4.4. Miscellaneous Trash and Paper Collection
- a. All trash and paper left in corridors or near trash receptacles marked as trash shall be collected and removed to the designated dumpster/collection site. Any questionable item shall be verified with site point of contact as intended for disposal before it can be disposed of.
- 4.5. Receptacle Cleaning and Disinfecting
- a. According to schedule (Reference, Technical Specifications, paragraph 5), trash receptacles shall be thoroughly cleaned and disinfected, such cleaning to include any rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust.
 - b. Receptacles shall be free from dirt, food, or beverage soil and odors.
- 4.6. Rest Room/Locker Room Cleaning and Servicing
- a. Restrooms and locker rooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished often enough to assure adequacy of supplies and hygienic condition of restrooms and locker rooms.
- 4.7. Fixture Cleaning and Disinfecting
- a. Fixtures including toilet bowls, hand basins, urinals and showers shall be cleaned according to schedule (Reference, Technical Specifications, paragraph 5). Special care shall be paid to floor and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine and other soils.
 - b. Fixtures shall present a clean, shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine.
- 4.8. Stall Partition Cleaning
- a. Stall partitions between urinals shall be cleaned according to schedule (Reference, Technical Specifications, paragraph 5).

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- b. Graffiti shall be scrubbed or wiped off as soon after detection as possible. Graffiti that cannot be removed by normal cleaning procedures shall be reported immediately to the technical Contract Administrator. Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil or other unsightly omissions, and free from dust on top edges

4.9. Mirror and Chrome Cleaning

- a. Mirrors, chrome and other metal trims shall be cleaned and polished according to schedule (Reference, Technical Specifications, paragraph 5). Included shall be metal supply dispensers, hand dryers, metal door pushes, and metal light switches. Abrasive cleaners shall not be used.
- b. Mirrors, chrome, and other metal trim shall be free from watermarks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.

4.10. Tile Descaling

- a. According to schedule (Reference, Technical Specifications, paragraph 5), tile floors, stalls, etc. in restrooms shall be cleaned of cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc.
- b. The floors, walls, and shower stalls shall be cleaned of all scale, mineral deposits and maintain a clean appearance.

4.11. Grout Cleaning

- a. Grout and sealants shall be cleaned according to the schedule (Reference, Technical Specifications, paragraph 5) with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to tile and any loose or broken grouting shall be reported to the technical contract administrator.
- b. Grout and other sealants shall be scrubbed clean and present a uniformly clean and hygienic appearance.

4.12. Ceramic Tile Floor/Wall Cleaning

- a. Ceramic tile floors and walls shall be thoroughly scrubbed with a heavy duty disinfectant/detergent solution. Extreme care shall be exercised to avoid excessive flooding of the area.
- b. Ceramic tile floors and walls shall be thoroughly cleaned, rinsed and dried to present a uniformly clean appearance.

4.13. Restroom/Locker Room Servicing

- a. Restrooms and locker rooms shall be serviced according to schedule (Reference, Technical Specifications, paragraph 5) and as frequently as necessary to assure sufficiency of supplies and hygienic conditions. Extra supplies shall be left when necessary to assure sufficiency between cleanings and servicing.
- b. Hand towels, soap, toilet tissue, toilet seat covers, and sanitary napkins shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleanings or servicing.

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4.14. Floor Maintenance

- a. Floors shall be swept or dust mopped according to schedule (Reference, Technical Specifications, paragraph 5) to present a clean and orderly appearance at all times. Sweeping compounds shall not be used on finished floors but may be used on garage floors.
- b. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places inaccessible to the broom or dust mop.

4.15. Removing Gum/Tar etc.

- a. Surface accumulations of chewing gum, tar, hardened dirt and other soil that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish.
- b. All gum, tar, and other soils shall be removed as soon as they are discovered.

4.16. Spot Mopping

- a. According to the schedule (Reference, Technical Specifications, paragraph 5) and as needed, spills, spots and stains shall be damp mopped to assure a uniformly clean appearance. Spilled materials such as alcohol or other chemicals may result in stains that penetrate floor finishes. In these instances, floors shall receive a light coat of finish to repair the damage and present a uniform appearance.
- b. Spills, spots, and stains shall be mopped up to assure a uniformly clean appearance.

4.17. Mopping

- a. Floors shall be damp or wet mopped according to the schedule (Reference, Technical Specifications, paragraph 5) to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Disks of cardboard or plastic shall be placed under or around furniture legs to prevent rust stains.
- b. Mopped floors shall be free from streaks, spots, stains, smears, mop stands and other unsightly appearances.

4.18. Spray Buffing

- a. Floors shall have a uniform high shine and be free of streaks, scuff marks, and other unsightly appearances.
- b. This procedure shall be employed according to the schedule (Reference, Technical Specifications, paragraph 5) to ensure a high gloss, non-slippery finish on all floors, to repair and refurbish worn areas of finish and to remove heel and scuff marks. Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, and furnishings with the floor machine. Replace all furniture when finish is dry.

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4.19. Stripping and Refinishing

- a. This procedure shall be employed according to schedule (Reference, Technical Specifications, paragraph 5) to remove accumulations of dirt, finish discoloration, stains and rust spots from finished floors. Flooding of floors with stripping solution or rinse water shall be avoided at all times. Extreme caution shall be exercised to prevent splashing of walls, baseboards or furnishings. All furniture and non-permanent fixtures must be removed from the rooms prior to the striping and waxing process, to ensure the entire floor is stripped and waxed. Any furnishings moved in order to accomplish the procedure shall be replaced in proper position when work is completed. Floors shall also be re-waxed according to schedule (Reference, Technical Specifications, paragraph 5) with a sealer and coats of slip-resisting floor finish. Floors must be clean and free of scuffmarks, stains, rust, dirt, gum, tar, old finish, etc. before finish is applied with adequate time for drying allowed between coats.
- b. Floors shall be stripped of layers of soiled finish; heel marks and scuffs, discolorations and stains. After thorough rinsing, floors shall be ready for application of new or additional finish. Sealer and coats of finish shall be properly applied to floor. Finished or refinished floors shall present a uniform shine and shall not have building of finish along edges or in corners. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coating to assure uniformity.

4.20. Carpet Care

- a. Carpets shall be vacuumed, spot cleaned and shampooed to remove accumulations of dust, dirt, stains and soil according to the schedule (Reference, Technical Specifications, paragraph 5). Carpets shall present a uniformly clean appearance at all times, be free from spots, stains, chewing gum, tar, grease, litter, etc. Any tears, rips, burns, or indelible stains shall be reported to the technical contract administrator for repairs or replacement.

4.21. Vacuuming

- a. Carpets shall be vacuumed according to schedule (Reference, Technical Specifications, paragraph 5). Close attention shall be paid to corners, edges, and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly, Walk-off mats shall also be vacuumed and any furniture moved, replaced.
- b. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings in corners and along edges. Carpet pile shall stand erect and be free from lint, debris strings and loose carpet strands.

4.22. Spot Cleaning

- a. Carpets shall be spot cleaned as needed to remove gum, tar, grease, spills, spots, stains, etc. A solvent cleaner may be used provided that it is safe and does not cause fading or discoloration. Aerosol chewing gum remover may be used with a putty knife, but careful attention shall be paid to avoid damaging carpet fibers.
- b. Carpet shall be kept free from chewing gum, candy spills, spots, grease, food and

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beverage stains, watermarks, etc. Indelible stains that cannot be removed by spotting and shampooing procedures shall be reported. Water leaks, beverage spills, gum and tar shall be cleaned up as soon as they are discovered.

4.23. Shampooing

- a. This procedure shall be employed according to schedule (Reference, Technical Specifications, paragraph 5) to ensure a clean and uniform appearance and to prolong the life of the carpeting. All carpet cleaning shall be performed via an extraction method using equipment which has been specifically designed to extract carpets. "Bonneting" of carpets is **NOT** permitted. Care must be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed. Furniture must be moved so that the entire carpet can be cleaned. Air mover fans must be left blowing on the carpets until they have completely dried.
- b. Carpets that have been shampooed shall present a uniformly clean appearance with no evidence of surface soil or spotting, the pile shall stand erect and the color shall be bright.

4.24. Horizontal Surface Cleaning

- a. Horizontal surface cleaning shall be interpreted to mean those surfaces and objects not high enough to require the use of a ladder (below 10 feet or about in height) that comprise the furnishing and structures to the facility including but not limited to office furniture (desk, chairs, tables, file cabinets) counter tops, window sills, ledges, rails, display cases and tops of the cases, computers, telephones etc.

4.25. Spot Cleaning

- a. This procedure is a form of policing areas for dirt, smudges, smears, graffiti, fingerprints, spills, splashes, etc. It shall be accomplished according to schedule (Reference, Technical Specifications, paragraph 5) and as a matter of good housekeeping practice on a continuing basis.
- b. Surfaces which have been spot cleaned shall be free from smudges, fingerprints, dirt, splashes, graffiti, smears, spills, etc. and shall present a uniformly clean appearance.

4.26. Dusting

- a. Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair and other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.
- b. Dusting shall be accomplished according to schedule (Reference, Technical Specifications, paragraph 5). Care shall be exercised to avoid damaging painted or wooden surfaces and "lightening" of the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use. Appropriate cleaning agents, polishes, cloths, etc. shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum.

4.27. Damp Wiping

- a. Surfaces that have been damp wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears, etc. and shall present a uniformly clean

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appearance. Watermarks or spots shall be wiped clean and dry.

- b. Damp wiping or washing to horizontal surfaces shall be accomplished according to the schedule (Reference, Technical Specifications, paragraph 5). Appropriate cleaning agents shall be used according to the type and composition of the structure or object. Any item or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to avoid damage to wood or painted surfaces.

4.28. Vertical Surface Cleaning

- a. Vertical surface cleaning shall be interpreted to mean surfaces not high enough to require the use of a ladder (below 10 feet or about in height) that comprise the furnishings and structure of the facility and shall include but are not limited to walls, doors, gates, baseboards, table and desk legs and sides, sides of file cabinets, frames, pictures, wall hangings, maps, signs, ventilation louvers, etc.

4.29. Wall Scrubbing

- a. Walls shall be totally cleaned and well rinsed and shall be free from graffiti, dirt, splashes, soap, residues, fingerprints, etc. and shall present a uniformly clean appearance.
- b. This procedure shall be accomplished according to schedule (Reference, Technical Specifications, paragraph 5). Appropriate cleaning agents shall be employed according to the type and composition of the wall. Disinfectant agents shall be used on restroom walls. Manual or machine scrubbing may be employed, but in either case flooding of floors is to be avoided at all times. Floor and floor finish shall be protected during this procedure.

4.30. Baseboard Cleaning

- a. Baseboards shall be free from splashes, dirt, cobwebs, finish buildups, streaks, crevice accumulations of dirt, etc.
- b. Baseboards shall be cleaned according to schedule (Reference, Technical Specifications, paragraph 5) and after all stripping, scrubbing, and refinishing procedures as necessary.

4.31. Drinking Fountain Cleaning and Disinfecting

- a. Drinking fountains shall be cleaned according to schedule (Reference, Technical Specifications, paragraph 5). All surfaces shall be cleaned with an appropriate disinfectant / detergent solution, wiped thoroughly dry and polished. All trash and debris (gum wrappers, etc.) shall be removed. Plumbing problems shall be reported to the technical contract administrator for corrective action. Drinking fountains shall be free from trash and debris, dirt, fingerprints, smudges, streaks, spots and stains. Wall areas around the fountain shall be free from water spots and streaks.

4.32. High Dusting/Cleaning

- a. High surface shall be interpreted as those surfaces and objects high enough (above 10 feet or about in height) that require the use of a ladder which compromise the structure and furnishing of the facility and shall include but are not limited to wall /ceiling junctures, light fixtures, ventilation louvers, overhead signs, sills, ledges, glass panel in elevators etc. High surfaces and objects shall be free from dirt, lint, cobwebs,

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grease, grime, streaks, spots, stains, insects, etc. and shall present an overall clean appearance.

4.33. Cleaning Vents, Grills, etc.

- a. Ventilation louvers, grills, panels, etc. shall be cleaned according to schedule (Reference, Technical Specifications, paragraph 5) by damp wiping, dusting, washing or vacuuming as appropriate and with appropriate cleaning agents.
- b. Cleaned vents, grills, etc. shall be free from dirt, accumulated dust, cobwebs and present an overall clean appearance.

4.34. Cleaning Light Fixtures

- a. Cleaned light fixtures shall be free from dirt, accumulated dust, cobwebs and still present an overall clean appearance. Removable light fixtures (egg crates, diffusers, etc.) shall be taken down, cleaned and replaced according to schedule (Reference, Technical Specifications, paragraph 5) using appropriate cleaning agents. Care shall be taken to prevent cracking or breaking these somewhat delicate structures.
- b. Replace light bulbs and tubes as needed. Light bulbs and tubes will be provided by Fairfax County Public Schools.

4.35. Cleaning Venetian Blinds

- a. Venetian blinds are used as a means of blocking or controlling passage of light and sunshine through windows. Blinds shall be cleaned according to schedule (Reference, Technical Specifications, paragraph 5) by any of the industry accepted methods; dusting, damp wiping, vacuuming, and washing, or washing by use of an ultrasonic cleaning machine. Care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned Venetian blinds especially the slats and tapes that support them shall be free from dirt, accumulated dust, cobwebs etc. and shall present an overall clean appearance.

4.36. Elevator/Stairway Cleaning

- a. Elevator and stairways shall be cleaned according to schedule (Reference, Technical Specifications, paragraph 5). Cleaned elevators and stairways shall present a uniformly clean appearance.

4.37. Riser and Threshold Cleaning

- a. Risers and thresholds shall be cleaned according to the schedule (Reference, Technical Specifications, paragraph 5). Attention shall be paid to inaccessible areas such as corners and edges; appropriate tools shall be employed to clean these areas.
- b. All gum, tar, grease and other soils shall be removed. Risers and thresholds shall be free from all trash, both in open areas and in inaccessible areas such as corners and along edges. If finish is used on stairway risers, there shall not be buildup, of finish, or accumulations of dirt in layers of finish.

4.38. Handrail Cleaning

- a. Handrails of elevators and stairways shall be cleaned according to schedule (Reference, Technical Specifications, paragraph 5) by dusting and/or damp wiping with appropriate cleaning agents.

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- b. Handrails shall be free from fingerprints, dirt, smears, smudges, splashes, spots, stains, streaks, and other unsightly omissions and shall present a uniformly clean appearance.

4.39. Elevator Cab Cleaning

- a. All surfaces of elevator cab and other parts of the elevator shall be thoroughly cleaned and shall conform to the standards outlined for each surface i.e. floors, wall, metal, horizontal and vertical surfaces etc.
- b. All surfaces within the cab, ceiling, walls, tracks and doors at each landing shall be cleaned. Bright metal, vertical surfaces and floors shall be cleaned according to the particular specifications that relates to the type of cleaning to be accomplished.

4.40. Paper and Trash Collection

- a. All trash receptacles shall be emptied according to schedule (Reference, Technical Specifications, paragraph 5). All receptacles shall be relined with clean plastic liner. Receptacles shall be kept clean and odor free. Trash and paper shall not be allowed to overflow receptacles. Dumpster sites shall be kept clean and orderly.
- b. Trash shall not be allowed to blow around grounds. Spills resulting from collection process shall be promptly cleaned.

4.41. Sweeping

- a. Entranceways, sidewalk, and loading docks shall be swept according to schedule (Reference, Technical Specifications, paragraph 5) to present a clean and orderly appearance at all times.
- b. Entrances and sidewalks shall present a clean and orderly appearance with no loose dirt or debris in evidence.

4.42. Policing

- a. The entire grounds including parking areas, access roads and streets, loading docks, lawns, flower and shrub beds shall be policed according to schedule (Reference, Technical Specifications, paragraph 5) to present a tidy appearance at all times and be free to litter, trash, debris, and other unsightly omissions.
- b. Policing efforts shall be judged according to their timeliness and effectiveness in presenting and overall clean appearance.

4.43. Window and Glass Cleaning

- a. Windows and glass shall be cleaned according to schedule (Reference, Technical Specifications, paragraph 5). Cleaning solution used must not be harmful to metal trim, rubber gaskets, or putty holding glass in place. All spills, splashes and drips shall be wiped clean and dry from surrounding walls, floors, and furnishings. Cleaning shall be scheduled and performed as to provide the least inconvenience to building occupants. All cleaning must be done in compliance with safety and local laws and regulations. Drips, spills, splashes and the like which result from the process of cleaning windows and glass shall be cleaned up as soon as possible.

4.44. Interior/Exterior Cleaning

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- a. Windows below 10 feet in height shall be cleaned on the inside and outside according to schedule (Reference, Technical Specifications, paragraph 5). It is anticipated that some special equipment may be needed to perform some of the tasks. The contractor shall provide such needed special equipment.
- b. Windows shall be free from dirt, grime, smears, fingerprints, smudges, water spots or streaks, film and chemical residues. Metal trim; bases, edges, and frames shall be wiped clean and dry.

4.45. Doors, Partitions and Display Case Cleaning

- a. Glass shall be free from dirt, grime, smears, fingerprints, smudges, water spots or streaks, film and chemical residues. Metal trim, bases, edges, edges and frames shall be wiped clean and dry.
- b. All glass doors, partitions, and display cases shall be cleaned according to schedule (Reference, Technical Specifications, paragraph 5). Metal trim shall be included in the cleaning process.

4.46. Emergency Custodial Services

- a. Emergency services may include but are not limited to cleaning up spills, leaks, floods, sickness, animal waste, breakage, etc. In the event an emergency situation is of such magnitude that regularly scheduled tasks cannot be accomplished, the technical contract administrator shall be so informed. Emergency services shall be judged according to the nature of the procedure (i.e. separate standards apply to each function) and on the responsiveness to the situation.

4.47. Special Jobs

- a. Special cleaning for special functions includes cleaning of an area after repairs or refurbishing, restocking soap/towel dispensers in kitchens break rooms, waiting / reception rooms, etc. Special jobs shall be judged according to the nature of the procedure (i.e. separate standards apply to each function) and on the responsiveness to the situation.

5. SERVICES FREQUENCY:

5.1. Daily Service to All Areas

- a. Empty all trash, reline with clean bag, remove trash and recyclable materials to designated pick-up location, and empty all recycling materials into containers at designated storage locations.
- b. Clean floor surfaces including stone, brick or composition flooring. Remove gum and tar, spot mop spills and spray buff surfaces at lobbies, entrances, main corridors, and public reception areas.
- c. Vacuum carpet including walk-off mats, spot clean, remove gum and tar.
- d. Clean and disinfect drinking fountains and water coolers.
- e. Clean elevator cabs. Vacuum (and shampoo/spot clean as necessary) cab carpet.
- f. Collect and remove all miscellaneous trash and rubbish in the outside areas.
- g. Police entire building grounds including parking areas, access roads and streets, water fountains and ponds, lawns, flower and shrub beds, child daycare playground and loading dock.
- h. Dust all vertical and horizontal surfaces that are readily available and visibly require it.

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- i. Clean all interior windows (below 10 feet), glass entrances and other door, partitions and display cases. Clean and polish light fixtures, pay phones, etc.
 - j. Wipe off countertops, tabletops, chairs, and exterior of appliances.
 - k. Remove handprints or marks from wall, doors, and doorframes.
 - l. Sweep loading dock area.
 - m. Clean kitchen/coffee bar areas, empty trash, wash sink basins, wipe off countertops, mop floors, and replenish paper towel dispensers if available.
 - n. Clean steps, sidewalks, arcades, landings, balconies, and ledges of all avian (bird) excrement.
 - o. Properly service and maintain all cleaning equipment i.e. vacuum cleaner, floor machines, carpet extractors, etc.
- 5.2. Daily Service To Restrooms, Locker Rooms and Dressing Rooms
- a. Empty trash reline with clean bag, and remove trash to designated pick-up locations.
 - b. Clean and disinfect all fixtures and partitions. Clean and polish mirrors, chromes, metal, countertops, benches, shower stalls, saunas, etc.
 - c. Sweep and wet mop floor. Floor should be clear of all debris, dirt and scuff marks.
 - d. Restock all supplies. There shall always be an adequate supply of required expendable toilet items such as soap, paper towels, toilet tissue, sanitary napkins, toilet seat covers, and deodorant are fresheners. Restock vending concession dispensers.
- 5.3. Every Other Day Service To All Areas (As detailed in the technical specification and performance standards)
- a. Sweep and dust stairways including steps and landings.
- 5.4. Once Weekly Services To All Areas (As detailed in the technical specification and performance standards)
- a. Spray buff all tiled floors not treated under daily service. Spray buff computer room surfaces.
- 5.5. Twice Weekly Services To all Areas (As detailed in the technical specification and performance standards)
- a. Sweep entranceways, sidewalks and around entire building including the loading dock area.
 - b. Disinfect and clean telephones to include pay phones.
- 5.6. Biweekly Services To All Areas (As detailed in the technical specification and performance standards)
- a. Machine scrub all restroom floors to include shower areas.
- 5.7. Monthly Services To All Areas (As detailed in the technical specification and performance standards)
- a. Complete vertical and horizontal surface cleaning
 - b. Clean and disinfect all trash receptacles.
 - c. Clean storage areas.
 - d. Mop stairways steps, risers and landings.
- 5.8. Quarterly Services To All Areas (As detailed in the technical specification and performance standards)

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- a. High dusting/cleaning
- 5.9. As Needed In All Areas But Not Less Than Once Per Year (As detailed in the technical specification and performance standards)
- a. Strip and refinish floors to include polished granite floorings.
 - b. Shampoo all carpeted floors.
 - c. Clean Venetian blinds, clean and treat furniture, woodwork and upholstery.
- 5.10. As Needed In All Areas (As detailed in the technical specification and performance standards)
- a. Respond to emergency custodial services.
 - b. Respond to special job assignments.
 - c. Maintain janitor closet room in an orderly condition and in compliance with county safety and fire regulations.
- 5.11. At Closing In all Areas (As detailed in the technical specification and performance standards)
- a. Turn off lights and equipment.
 - b. Close and lock windows and doors.
 - c. Activate the security alarm system.
- 5.12. Sign In Sheets (Timesheets)
- a. The Contractor shall supply and maintain timesheets at each site.
 - b. Their employees will be required to sign in and out on a daily basis.
- 6. SECURITY REQUIREMENTS:**
- 6.1. All custodial employees are required to wear readily identifiable clothing and identification cards. The contractor shall provide the required mandatory information as required by Fairfax County Public Schools' regulations.
- a. The Contractor is responsible for obtaining criminal background investigation reports from the FBI's National Crime Information Center database for each employee assigned to this contract. The bidder(s) should describe their method of obtaining criminal background information. If the criminal history contains the following offenses, regardless of whether there was a conviction, the contractor employee shall be denied access. These offenses include murder, manslaughter, felony kidnapping or abduction, armed robbery, carjacking, and felony criminal sexual assaults. Security clearance of all employees is to include Fairfax County police background reports. These reports shall be furnished to the Fairfax County Public Schools' administrator when requested.
 - b. Prior to start up the Contractor will submit to the Fairfax County Police Department contact a copy of the criminal background investigation report for each employee. If any employee leaves and is re-hired by the contractor, a new criminal background investigation report must be obtained prior to the employees starting work in the facility. In all cases, the criminal background investigation report must be presented a minimum of three days prior to the employee start date. If the Fairfax County Police Department denies access to any contractor employee, the Contractor will be advised and the employee cannot work or be assigned work under this contract.

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- c. Employee uniforms shall have the labels attached identifying the company and the employees first and last name.
- d. Identification cards with photograph, full name of the employee, and company name shall be worn and clipped to the uniform while working at Fairfax County Public Schools.
- e. Employees shall conform to the "Standards of Conduct" (Ref: Paragraph 11, Technical Specifications)
- f. The Contractor's employees are not to be accompanied in their work areas or the premises by acquaintances, family members, assistants, or any other persons unless said person is an authorized working contractor employee.
- g. The Contractor shall not allow his/her employees at any time to open desk drawers, cabinets, or to use the office equipment, including the use of non-pay telephones for any purpose other than a local emergency call.
- h. The Contractor shall provide an emergency telephone number where they can be reached during normal operating hours and after operating hours.
- i. Smoking is not allowed at all in Fairfax County Public Schools facilities.
- j. Security is a critical component of this contract. After normal work hours, Contractor employees must keep the building locked while they work except when a meeting is scheduled. Leave main door open for use of meeting attendees. Maintain vigilance while working. Securing the building when leaving is a priority.

7. EQUIPMENT AND SUPPLIES:

- 7.1. All necessary cleaning equipment and supplies used by the Contractor's employees shall be provided by the Contractor, all cleaning equipment and supplies shall be Green Products where applicable. This is to include toilet tissue, roll towels, hand soap, plastic can liners for all facilities. The Contractor must provide a list of the equipment, supplies to be used for each location and Material Safety Data Sheets for all products used in meeting the terms of this contract (Reference Appendix B, Staffing and Supply Plan)

Note: FCPS dispensers are a proprietary product and must only utilize Tork products in them. Tork Hand Roll Towel #8031300 and Tork Bath tissue roll with optisure #161990 shall be used at all times and no other product shall be utilized. Contractor is responsible for providing all supplies.

- 7.2. The Contractor shall purchase and use all chemicals in their original containers or containers designed to store such chemical. Materials that require precautionary warning shall have affixed to all containers such labeling or markings as required by law, regulatory agencies. Marking or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with Federal, State and County laws, ordinances, rules and regulations. Material Safety Data Sheets will be displayed on the back of all custodial closet doors with easy access provided for FCPS Risk Management and Contract Administrators.
- 7.3. The Contractor shall furnish all labor, insurance, security clearance, identification cards and all other requirements within the specifications of the contract.
- 7.4. The Contractor shall be responsible for any and all lost keys and inherent damages (e.g. re-keying of whole facility). If a key is broken and needs to be replaced, the broken key

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will be turned in before a replacement is issued. The cost shall be withheld from payment as required.

8. TIME AND ATTENDANCE:

- 8.1. All contract custodial employees are required to identify themselves by entering their name, starting time, and ending time on the timesheet each workday. The timesheet shall be posted inside the custodial closet for availability to Fairfax County Public School personnel.

9. VENDING CONCESSIONS:

- 9.1. The Contractor shall provide sanitary napkin and tampons for existing dispenser units. The Contractor will also alert the Program Manager or representative when any unit is not working properly or has been damaged. Monies collected for this service shall be retained by the contractor for funding further service.

Note: Dispensers must be checked and restocked nightly and napkin disposal containers emptied and sanitized nightly.

10. SUPERVISION AND INSPECTION:

- 10.1. The Contractor shall provide the necessary full time on-site supervisors, not to be included in the productive hours for proper contract administration of the work performed on the contract. The contractor shall be required to provide the name and position of the supervisors within the company to FCPS. The contractor shall provide a telephone answering service for the use of supervisors for work related messages.
- 10.2. There must be a representative of the contractor on-site during contractor work hours that will be able to communicate in the English language with school representatives.
- 10.3. The personnel employed by the contractor shall be capable employees, trained and qualified in custodial type work. The buildings shall be fully staffed beginning the first day of work under the contract. All personnel shall receive close and continuous first-line supervision by the contractor.
- 10.4. All custodial personnel are required to wear a uniform and a photo identification card, both of which shall clearly identify personnel as employees of the contractor. This requirement shall apply upon entering County property and at all times while on duty.

11. STANDARDS OF CONDUCT:

- 11.1. Each employee is expected to:
 - a. Comply with a proper order of an authorized supervisor.
 - b. Report promptly to work in appropriate clothing with required tools and equipment, and in a condition that will permit performance of duties.
 - c. Refrain from disorderly conduct.
 - d. Exercise courtesy and tact in dealing with fellow workers and the public.
 - e. Maintain a clean and neat personal appearance to maximum practicable extent during working hours.
 - f. Behave in a professional manner.
 - g. Safeguard public information.
 - h. Conserve, properly use, and protect School Board property, equipment, and materials.
 - i. Exercise watchfulness in the performance of duties to eliminate potential hazards and to protect coworkers and others.

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- j. Render full, efficient, and competent services.
 - k. Comply with rules and regulations governing hours of work, absences, and the use of annual and sick leave.
- 11.2. Employees are subject to additional provisions and prohibitions contained in Fairfax County School Board policies and regulations and the Code of Virginia. The following conduct is prohibited and may subject the employee to disciplinary action, including termination.
- a. Dispensing special favors or privileges to anyone or accepting favors that might be construed by reasonable persons as influencing the performance of duties.
 - b. Making any private promises of any kind binding upon the duties of the position assigned.
 - c. Using any information received confidentially in the performance of duties as a means of making private profit.
 - d. Engaging in criminal, dishonest, immoral, or disgraceful conduct that brings the school system into disrepute; engaging in theft, or being convicted of a crime.
 - e. Soliciting or accepting anything of value in return for performing or refraining from performing an official act.
 - f. Using School Board facilities, property, or manpower for other than officially approved activities, carelessly or willfully causing destruction of school board property.
 - g. Threatening or assaulting anyone; possessing a weapon on School Board property.
 - h. Falsifying and record or report, employment application or time and attendance report.
 - i. Neglecting or abandoning one's position by failing to notify and receive approval for leave from an authorized supervisor.
 - j. Manufacturing, distributing, dispensing, possessing, consuming, using, or sell alcohol or illegal drugs, or taking part in the unauthorized use of prescription drugs on School Board property during normal work hours or while performing School Board business.
 - k. Manufacturing, distributing, dispensing, possessing, consuming, or selling illegal drugs at any time and in any place.
 - l. Having alcohol, illegal drugs, unlawful prescription drugs, or drugs metabolites in the body while on duty.
 - m. Refusing to submit to a blood, urine, breathalyzer, or equivalent test to determine the presence of alcohol, drugs, or other intoxicants while on duty.
 - n. Failing to adhere to the policies and regulations of Fairfax County Public Schools.
 - o. Engaging in political campaigns while on duty.
- 11.3. Supplement Agreement Between Fairfax County Public Schools (FCPS) and Contractor
- a. Contractor may not subcontract without permission of FCPS.
 - b. Trained personnel are required. Students cannot work at FCPS. Employees must be responsible adults 18 years or older.
 - c. Zero tolerance policy for drugs or alcohol in FCPS buildings or on FCPS grounds.
 - d. A supervisor is required on site for these buildings. The supervisor or supervisors must coordinate their efforts with the FCPS building managers or supervisors and effectively resolve complaints in a reasonable time frame.
 - e. At least one employee in each building must be able to communicate in the English language.
 - f. Time necessary to clean carpets and strip wax floors must be included as part of the time that is proposed. Recommended work hours are "minimum hours".

12. FAIRFAX COUNTY PUBLIC SCHOOLS QUALITY ASSURANCE (QA) PROGRAM:

- 12.1. The Fairfax County Public Schools Contract Administrator or designated representative will evaluate the Contractors performance through intermittent review of customer complaints, review of reports and by physical inspections. The Program Manager or

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representative may contact customers to verify timely, acceptable corrective actions were taken by the contractor. If at any time during the month the number of customer complaints meets or exceeds the performance thresholds for the objective, the Program Manager or representative will review all complaints received for that objective. The Program Manager or representative will document these reviews in a memorandum for record. The Program Manager or representative (s) may inspect each task as completed if deemed appropriate because of changes in the quality of the contractor's performance or repeated customer complaints. The Contractor shall be responsible for initially validating customer complaints; however, the Program Manager or representative shall make the final determination of the validity of customer complaint (s) in case of disagreements between the contractor and customer (s). Fairfax County Public Schools QA effort does not relieve the contractor from the responsibility of satisfactorily performing the services specified in the contract.

- 12.2. During the first three months of the contract, the contractor shall meet with the Program Manager and designated officials as necessary for the purpose of discussing performance. The meeting shall be documented. It is the responsibility of the Contractor to state in writing and disagreement with the minutes. After the first three months of the contract, the Contractor shall meet with the Program Manager and other designated county officials for purpose of discussing performance, monthly, or at the call of the Program Manager or at the request of the contractor.

13. SERVICE DELIVERY SUMMARY:

- 13.1. The service delivery summary summarizes the performance objectives and standards required to meet mission needs. The performance threshold describes the minimum acceptable level of service required for each objective and the percentage of deduction describes the amount of withholding in instances where thresholds have been exceeded. Below is a table describing the objective, standards, thresholds, and percentage of deduction.

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Performance Objective	Frequencies / Standards	Performance Threshold	% of Deduction From Monthly Invoice
<u>Public Areas</u> Lobbies, Elevators, Hallways Stairways, Conference rooms, Cafeteria / Vending areas	As detailed in Technical Specifications, paragraph 4 & 5	No more than 5 valid customer complaints per month.	6 - 10 = 3% 11 - 15 = 5% Above 15 = 10%
<u>Administrative Areas</u> Office Areas	As detailed in Technical Specifications, paragraph 4 & 5	No more than 10 valid customer complaints per month.	10 - 15 = 3% 16 - 20 = 5% Above 20 = 10%
Restrooms	As detailed in Technical Specifications, paragraph 4 & 5	No more than 3 v alid customer complaints per month.	4 - 8 = 3% 9 - 13 = 5% Above 13 = 10%
Kitchen / Coffee Areas	As detailed in Technical Specifications, paragraph 4 & 5	No more than 3 valid customer complaints per month.	4 - 8 = 3% 9 - 13 = 5% Above 13 = 10%
<u>Grounds</u> Parking areas, Garages, Loading docks, lawns, flower beds.	As detailed in Technical Specifications, paragraph 4 & 5	No more than 10 valid customer complaints per month.	10 - 15 = 3% 16 - 20 = 5% Above 20 = 10%
<u>Security</u> Clearances, alarms, secure Bldg. Procedures	As detailed in Technical Specifications, paragraph 5 & 6	No more than 1 valid customer complaint per month.	2 = 3% 3 = 5% Above 3 = 10%

- 13.2. Consequence of Contractor's failure to perform required service: The Program Manager or other designated official may inspect at any time for compliance with the terms of the contract. Customer complaints will be tracked and if the performance threshold is exceeded, action will be taken by the Program Manager or representative in accordance with paragraph 13.
- 13.3. Should the Program Manager or other representative receive a complaint from a customer of poor performance on non-compliance, the Contractor will be required to correct any deficiencies, as soon as possible after notification, but prior to the next scheduled service. All corrective actions will be at the Contractor's expense and at no cost to the County.
- 13.4. In the event that services are not provided to an entire facility the reduction in the contract price will be computed as follows:

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- a. The reduction rate in dollars per day will be equal to the per month contract price for the facility, divided by 21 days per month.
 - b. The reduction rate in dollars per day multiplied by the numbers of days of services were not provided or required.
- 13.5. Should the Contractor exceed the performance threshold for the month, deductions will be taken according to the Service Delivery Summary Chart in paragraph 13.1 above. The deductions will be taken from the monthly payment.
- 13.6. If the Contractor's non-performance results in the use of independent means to provide services., the contractor will be responsible for all costs incurred.

14. CONTRACTOR'S PERFORMANCE EVALUATION:

- 14.1. The Contractor will receive a performance evaluation on a quarterly basis from the Fairfax County Public School's Program Manager or representative. The evaluation will include a complete narrative summary of the Contractor's performance that includes the following assessment elements. This information will be used to determine annual renewals.

Performance Element	Description
Quality of Service	Assessment of Contractor's conformance to contract requirements, specifications and standards.
Schedule	Assessment of Contractor's timeliness to completing project work and required scheduled work.
Business Relations	Customer Satisfaction, Completeness & quality of problem identifications and correctiveaction plans.
Management of Personnel	Assessment of Contractor's performance in selecting, retaining, supporting, training and replacing personnel.

- 14.2. Performance Ratings: Contractor ratings and criteria are listed below:

Performance Rating	Criteria
Exceptional	Performance meets and exceeds contractual requirements. No valid complaints in 3 months
Very Good	Performance Meets and exceeds some contractual requirements. Tasks accomplished with few minor problems for which corrective action was taken. Less than minimum # of valid complaints received in 3 months.

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Satisfactory	Performance Meets contractual requirements. Performance elements contain some minor problems for which corrective actions were taken. Minimum # of valid complaints received in 3 months.
Marginal	Performance does not meet some contractual requirements. Performance element reflects a serious problem for which the contractor has not yet identified corrective action. The Contractors proposed actions appear only marginally effective or were not fully implemented. More than the minimum # of valid complaints received in the last 3 months.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The performance of the element contains serious problem (s) for which the contractors corrective actions appear or were ineffective.

- 14.3. Monitoring of all contract performance will be an on-going process. Reports will be transmitted to the Contractor indicating non-compliance or poor performance. The contractor will notify Fairfax County Public Schools when corrective action has been completed. Failure to take corrective action will result in deductions being taken.

COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA

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.

CONDITIONS OF BIDDING

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 County business operations resume.**
 - c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
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 63, 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: <http://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.

SPECIFICATIONS

18. **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 dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
19. **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.
20. **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

21. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

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

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. 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.

22. **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

23. **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 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.

24. **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.

25. **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.

26. **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.

27. **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

28. **TERMINATION OF CONTRACTS:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

29. **TERMINATION FOR CONVENIENCE:** 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 shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which

performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

30. **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 shall have the right to terminate the contract. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be 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 its 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.

31. **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.

32. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign 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.

33. **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.

34. **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.

35. **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.

36. **NON-DISCRIMINATION:** During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor 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.

37. 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 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.

38. 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.

39. 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 purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, 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 such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also 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.**

40. 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.

41. 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

42. 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.

43. 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.

44. **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.
45. **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.
46. **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.
47. **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.
48. **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.
49. **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.
50. **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

51. **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

52. **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.
53. **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.

54. **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 based on 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 based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

55. **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.

56. **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, statutes, 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.

57. **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 58, 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 entering into such settlement or 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.

58. **OFFICIALS NOT TO BENEFIT:**

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, 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. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

59. **LICENSE REQUIREMENT:** All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

60. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

61. **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.

62. **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 negotiations 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).

BIDDER/CONTRACTOR REMEDIES

63. INELIGIBILITY:

- a. 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.

64. APPEAL OF DENIAL OF WITHDRAWAL OF BID:

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4.A.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.

65. 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.

66. 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 4.D 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 4.D, 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 ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. 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. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

67. 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.

- 68. LEGAL ACTION:** No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

69. **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.
70. **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.
71. **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.
72. **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.
73. **AUDIT OF RECORDS:** The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and 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 must include this requirement in all subcontracts related to this Contract.
74. **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:
- 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;
 - 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;
 - Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - 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.
 - Compliance with the nonvisual access standards set out in 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/ Cathy A. Muse
COUNTY PURCHASING AGENT

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Cover Sheet (DPSM30)
- B. Special Provisions & Specifications
- C. Appendix A (General Conditions)
- D. Appendix B (Pricing Schedule, SCC, BPOL Form, Certifications of Debarment, Certification of Ethics, Sample Jurisdiction Listing, Business Classification Schedule and Subcontractors Notification Form)

CONTACT INFORMATION

1. Contract Administration

Designated central point of contact for questions related to the solicitation and post award matters.

NAME: _____ TITLE: _____
ADDRESS: _____ PHONE: (____) _____
EMAIL: _____

2. Contract ordering

In the event your firm receives a contract as a result of this Invitation for Bid, please provide the designated central point of contact we may reach during the period of the contract term.

NAME: _____ TITLE: _____
ADDRESS: _____ PHONE: (____) _____
EMAIL: _____

3. Accounting Administration

In the event your firm receives a contract as a result of this Invitation for Bid, please provide the designated central point of contact we may reach during the period of the contract term for questions related to accounting matters.

NAME: _____ TITLE: _____
ADDRESS: _____ PHONE: (____) _____
EMAIL: _____

VENDOR DATA SHEET

EXPERIENCE: The contractor (as a company) is required to have, at a minimum, ten (10) years of experience performing similar services, and to have previously held a contract valued at a minimum of \$500,000.

_____ Years of Experience Previous Contract of \$500,000 or more? _____Y _____N

START TIMEFRAME: The contractor (as a company) is required to start work within 60 days of contract award.

_____ Days

REFERENCES: List below three (3) references for whom you have performed similar services comparable in size to FCPS during the past two (2) two years, as well as where such services have been performed. Note: Fairfax County Public Schools (FCPS) and Fairfax County Government (FCG), to include all agencies and authorities, shall be considered as a single entity (one reference) for the purpose of these references. Fairfax County Public Schools will not consider bids which fail to provide references as specified above.

- 1. Company: _____
Contact: _____ Position Title: _____
Address: _____ City: _____ State: ____ Zip: _____
Phone: (____) _____ - _____ Email: _____

- 2. Company: _____
Contact: _____ Position Title: _____
Address: _____ City: _____ State: ____ Zip: _____
Phone: (____) _____ - _____ Email: _____

- 3. Company: _____
Contact: _____ Position Title: _____
Address: _____ City: _____ State: ____ Zip: _____
Phone: (____) _____ - _____ Email: _____

Staffing and Supply Plan

Item Description	Tissue usage	Roll Towel usage	Number of Employees	Number of Hours per employee per day	Supplies to be used*	Equipment to be used on-site
Alan Leis Instructional Center 38,350 square feet 7423 Camp Alger Avenue Falls Church, Virginia 22042 703-208-7700	56	77				
ACE Learning Lab 6,000 square feet 400 Elden Street Herndon, VA 20170 703-707-9230	20	40				
Dunn Loring Administrative Center 42,400 square feet 2334 Gallows Road Vienna, VA 22027 703-204-3800	52	45				
Edison Support Center 15,768 square feet 5805 Franconia Road Alexandria, VA 22310	19	31				
Graham Road Community Center 71,130 square feet 3036 Graham Road Falls Church, VA 22042 703-937-1700	50	80				
Herndon Support Center 13,593 square feet 397 Herndon Parkway Herndon, VA 20170 703-467-5200	20	14				
Johnnie Forte, Jr. Support Center Food Services Annex and IMP Center 76,168 square feet 6800-B Industrial Road Springfield, VA 22151 703-658-3602	105	95				

Staffing and Supply Plan (Continued)

Item Description	Tissue usage	Roll Towel usage	Number of Employees	Number of Hours per employee per day	Supplies to be used*	Equipment to be used on-site
Lorton Administrative Center 30,500 square feet 8101 Lorton Road Lorton, VA 22079 703-446-2000	35	44				
Merrifield Support Center 22,270 square feet 8435 Lee Highway Merrifield, VA 22031	25	90				
Nancy Sprague Technology Center 43,300 square feet 4414 Holborn Avenue Annandale, Virginia 22003 703-503-7400	41	46				
Pickett Annex Buildings 8,035 square feet 9525 Main Street Fairfax, VA 22031	6	12				
Pimmit Hills Center 46,533 square feet 7510 Lisle Avenue Falls Church, VA 22043	55	48				
Plum Administrative Center 40,150 square feet 6815 Edsall Road Springfield, VA 22151 703-750-8400	30	28				
Sideburn Support Center 6,182 square feet 5025 Sideburn Road Fairfax, VA 22032 703-764-2405	12	12				
Stonecroft Transportation Facility 13,816 square feet 4641 Stonecroft Boulevard Chantilly, Virginia 20151 703-249-7000	38	36				

Staffing and Supply Plan (Continued)

Item Description	Tissue usage	Roll Towel usage	Number of Employees	Number of Hours per employee per day	Supplies to be used*	Equipment to be used on-site
Virginia Hills Administration Center 31,000 square feet 6520 Diana Lane Alexandria, VA 22310 703-329-2515	41	69				
Wilton Woods Administrative Center 43,893 square feet 3701 Franconia Road Alexandria, VA 22310 703-329-7400	61	107				
Woodson Complex 42,350 square feet 9515-9517 Main Street Fairfax, VA 22031 703-764-3500	57	58				

**These quantities are estimations based on historical usage*

*** All chemicals must be vetted by FCPS prior to use*

PRICING SCHEDULE

Custodial services will be provided as outlined in the Technical Specifications at the following sites:

SECTION 1

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Alan Leis	12	Month	\$	\$
2.	ACE Learning Lab	12	Month	\$	\$
3.	Dunn Loring	12	Month	\$	\$
4.	Edison Support	12	Month	\$	\$
5.	Graham Road Community Center	12	Month	\$	\$
6.	Herndon Support	12	Month	\$	\$
7.	Johnnie Forte Support	12	Month	\$	\$
8.	Lorton Administrative	12	Month	\$	\$
9.	Merrifield Support Center	12	Month	\$	\$
10.	Nancy Sprague	12	Month	\$	\$
11.	Pickett Annex Buildings	12	Month	\$	\$
12.	Pimmit Hills Center	12	Month	\$	\$
13.	Plum Administrative	12	Month	\$	\$
14.	Sideburn Support	12	Month	\$	\$
15.	Stonecroft Transportation	12	Month	\$	\$
16.	Virginia Hills Admin. Center	12	Month	\$	\$
17.	Wilton Woods Admin. Center	12	Month	\$	\$
18.	Woodson Complex	12	Month	\$	\$
Total Amount of Bid:				\$	\$

SECTION 2

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Special events / Emergency Clean-up Custodial staff hourly rate (minimum 4 hours)	4	Hrs.	\$	\$

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder: _____

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

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

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

Printed Name of Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

Certification Regarding Ethics in Public Contracting

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

Check one:

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

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

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

If #2 above is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder/Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 58 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

Sample Listing of Local Public Bodies

Reference Special Provisions, paragraph titled, "USE OF CONTRACTS BY OTHER PUBLIC BODIES". You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

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

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

Vendor Name

BUSINESS CLASSIFICATION

DEFINITIONS

Small Business – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

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

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

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM 30). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

SUBCONTRACTOR (S) NOTIFICATION FORM

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

Contract Number/Title: _____

Prime Contractors Name: _____

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

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

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

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