IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

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

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

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

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

1.1. The purpose of this solicitation is to establish a term contract(s) for Swimming Pool Maintenance, Repairs, Reconditioning, and Renovations for Fairfax County Park Authority (FCPA) swimming pool facilities, as well as for all other departments and activities of the County of Fairfax, including Fairfax County Public Schools (FCPS).

1.2. The Contractor, as a company, must have been in the business of maintaining and repairing commercial swimming pools for a minimum of five (5) years. Pool Technician Mechanic(s) must have at least three (3) years of experience in commercial swimming pool maintenance and repairs.

2. **REQUIRED DOCUMENTATION:**

2.1. Bidders must submit all documents marked “Required” on Bonfire through the Fairfax County Bonfire portal for their bid to be deemed responsive. **Bonfire will not allow bids to be submitted unless all required items have been uploaded as listed below:**

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

- DPMM32 Coversheet
- Bid Table (All Bid Tables are required to be submitted in Bonfire and bidders are required to bid on all line items listed).
- Attachment C
  - Notarized Safety Violations Certification (Ref.: Special Provisions, section 10)
  - Company Experience (Ref.: Special Provisions, paragraph 1.2)
  - Contact Information (Ref.: Special Provisions, paragraph 7.6)
- State Contractor’s License issued by the State of Virginia, Board for Contractors (Ref.: Special Provisions, section 11)

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

- Attachment A1-A5 and W9
- Attachments D-F

3. **PERIOD OF CONTRACT:**

3.1. The period of this contract shall be one (1) year from Date of Award with four (4) one-year renewal options.

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

4.1. Each bidder is expected to have become familiar with and take into consideration site conditions that may affect the work. Bidders should check all dimensions at the site before commencing work.

4.2. **To schedule a site visit, please contact:** Marcus Barton at 571-335-6009.

4.3. Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be performed. Each bidder shall make a careful examination of the site of the work and inform themselves fully as to the difficulties encountered in performance of the work; the facilities for delivering, storing, placing materials and equipment; and other conditions relating to construction and labor.

4.4. Each bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. Each bidder shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems. No plea of ignorance of conditions that exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work, or as a basis for any claim.

4.5. The Contractor must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or County personnel at the site.

5. **PRICES AND PRICE ADJUSTMENT:**

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

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

5.3. Regular hours are defined Monday through Friday, 8:00 a.m.- 6:00 p.m. Overtime hours are defined Monday through Friday, 6:01 p.m. -7:59 a.m., weekends and holidays. Compensation will be 1 ½ times the contractor’s regular hourly rate.

5.4. Any Bidder that enters $0 or N/A in a pricing blank or leaves it blank shall be considered nonresponsive. **Bidders must complete all line items to be considered for award.**

5.5. **Pricing Schedule:** The Contractor may be required to acquire miscellaneous materials, rent equipment, and purchase services rendered by subcontractors to fulfill the contract requirements. If the Contractor acquires materials, equipment rentals, and/or subcontractor services to fulfill the requirements of the contract, then compensation shall be the actual cost of the materials, equipment rental, and/or subcontractors with a mark-up equal to the percentages shown below. The contractor, while performing tasks under this contract, will not be paid for any additional cost(s).

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<tr>
<th>Material Markup:</th>
<th>Not to exceed 15%</th>
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<td>Equipment Rental:</td>
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<th>Subcontracting Markup:</th>
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<td>$10,001 and above</td>
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Note: Invoices, including material, equipment rental, freight/shipping cost or fuel surcharges, and/or subcontractor charges shall be accompanied by all corresponding suppliers/subcontractor's invoices as proof of Contractor costs. The Contractor shall make every attempt to obtain the lowest prices for services, materials, and rental equipment.

5.6. The Contractor agrees that for unit price contracts, prices shall remain firm for 180 days. Contractor shall give not less than 60 days advance notice of any price increase to the purchasing office. The contractor shall fill all orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

5.7. If the price is increased after 180 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. Increases in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices.

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

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

6. ESTIMATED QUANTITIES/PROJECTED REQUIREMENTS:

6.1. The quantities specified in this solicitation are estimates only and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. Waiver of ten percent (10%) limitation in paragraph 28, General Conditions and Instructions to Bidders, is acknowledged.

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

7. TIME OF PERFORMANCE:

7.1. On a rotating basis, the Park Authority schedules and orders comprehensive annual pool maintenance at four to six sites each year. During the months of August, September, and occasionally in October, major work must be performed within a two to three-week pool “shutdown” period. Therefore, “shutdown” work must be scheduled and initiated no later than 30 calendar days after notification by County personnel, unless otherwise agreed upon at the time of notification.

7.2. For repair and/or miscellaneous maintenance tasks that are necessary throughout the year, Fairfax County requires that all routine work be scheduled and started no later than three (3) calendar days after receipt of order (ARO).

7.3. For any emergency calls, nights, and weekends, the County requires that the Contractor's service response be provided at destination within eight (8) hours ARO.
7.4. The date and place for the services ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed.

7.5. Work will be performed at various locations in Fairfax County between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday unless other arrangements have been made.

7.6. Bidder shall notate a contact person’s name and telephone number for working hours, 8:00 a.m. – 6:00 p.m., Monday through Saturday in Attachment C. Answering machines are unacceptable as point of contact. For emergency calls that are outside of normal working hours, nights, and weekends, the bidder shall list a contact person and their must-answer telephone number, their voice mail paging system, and/or their answering service in Attachment C. Bidders that use a voice mail system or answering service, in lieu of a contact person answering a phone, shall be required to indicate a call back to the sender within one (1) hour.

7.7. Estimates, when requested, shall be returned no later than three (3) working days, unless a different time of return is mutually agreed to between the County agency and the Contractor.

   a. These estimates shall be furnished by the Contractor at no charge and are to include all overhead costs.
   b. Estimates are to detail and outline all contract unit costs, including time, materials, and estimated cost of equipment rental and/or subcontractors’ services.
   c. Estimate detail is required in order to enable County agency personnel to validate the estimate totals against current contract prices, as well as ascertaining budgetary requirements. Estimates will cover only work quoted in the County request. The Contractor and the County will mutually agree upon unforeseen or unknown repairs.

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. 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:

Cynthia, VCA, Contract Specialist I  
Department of Procurement & Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013  
Telephone Number: (703) 324-3226  
E-mail: Cynthia.Parker@fairfaxcounty.gov

10. FAIRFAX COUNTY CONSTRUCTION SAFETY RESOLUTION:

The Contractor shall comply with the resolution adopted by the Fairfax County Board of Supervisors on December 8, 2003, as amended:

10.1. It shall be required that each bid submitted to the County for a contract for construction, alteration, and/or repairs, including painting or decorating of a building, highway, street, bridge, sidewalk, culvert, sewer, excavation, grading, or any other construction, include a list of all the following actions which have become final in the three years prior to the bid submission:
SPECIAL PROVISIONS

a. Willful violations, violations for failure to abate, or repeated violations, for which the bidder was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan for any other public jurisdiction; or

b. Three (3) or more serious construction safety violations for which the bidder was cited by the (a) United States Occupational Safety and Health Administration; or (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan from any other public jurisdiction.

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

10.2. If the bidder has not received or been the subject of any such violations referenced in paragraph 10.1 in the three (3) years prior to the bid submission, then the bidder shall so indicate by certification on the bid form entitled Certification of Safety Violations. The bidder will also indicate on this form each state in which work was performed in the three (3) years prior to the bid submission.

10.3. No bidder or contractor may bid on a County construction contract who has been the subject of any citations for the type and number of violations listed in aforementioned paragraph 10.1, which have become final within the three (3) years prior to the bid submission.

a. Notwithstanding the language of paragraph 10.3, above, any bidder or contractor who has been the subject of a violation, as described in paragraph 10.1 a, which has become final in the three (3) years prior to the bid submission, may bid, if the bidder or contractor meets the eligibility criteria set forth in paragraph 10.4, below.

b. Notwithstanding the language of paragraph 10.3, above, any bidder or contractor who has been the subject of the type and number of violations as described in paragraph 10.2, which have become final within three (3) years prior to bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph 10.5, below.

c. Notwithstanding the language of paragraph 10.1.c, above, any bidder or contractor who has previously been terminated from a public contract, as described in paragraph 10.1.c, within three (3) years prior to the bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph 10.5, below.

10.4. Prior to bidding on a project, under the provisions of paragraph 10.3 above, a contractor may request that a determination be made by the County’s Purchasing Agent or designee, regarding their eligibility to submit a bid on a contract under the terms of this resolution. However, this request for determination and any subsequent adjudication process must be completed prior to submitting a bid on any project and the request for determination must be received by the County’s Purchasing Agent or designee no later than twenty-one (21) days before bids are due unless otherwise stated in the Solicitation. A notice of the bidder’s request for determination of eligibility will be posted publicly for comments by any interested party. The bidder’s request for determination of eligibility and all supporting documentation provided by the bidder to the County in support of its request shall be open to the inspection of any interested person, firm or corporation in accordance to the requirements of Fairfax County Purchasing Resolution and Virginia Freedom of Information Act.

10.5. At the request of the Purchasing Agent or designee, the County Risk Manager shall evaluate a contractor’s eligibility. Contractors may be subject to a special audit of their safety records as required. The criteria used by the Risk Manager in evaluating contractor’s eligibility shall include but not be limited to the following:
SPECIAL PROVISIONS

a. Corrective action taken by a bidder or contractor to prevent the recurrence of safety violations.

b. Days Away From Work Incident Rate for the past three (3) years.

c. Summary of Work-Related Injuries and Illnesses/Incident Rate for the past three (3) years:

1. Worker’s Compensation Experience Modification Rating for the past three (3) years.
2. Fatality record for the past five (5) years.
3. Detailed information regarding the firm’s safety program including but not limited to a Safety and Health plan and qualifications of the safety personnel.
4. Verification that management staff directly in charge of projects that experienced safety violations listed in aforementioned paragraph A will not be involved in the County project.
5. Incorporation of safety and health related issues into their new employee orientation programs.
6. Incorporation of work safety as a part of an employee’s performance evaluation.
7. Support of safety related matters by senior/corporate management. Does the firm have a safety policy statement signed by a member of senior/corporate management?
8. Designation of a full time Safety Manager. Does this person report to a high level, authoritative position within the Company?
9. Frequency and type of safety inspections conducted at work sites.
10. The number and type of safety training programs conducted for employees.
11. Frequency of safety “tailgate meetings” conducted by the firm.
12. Designation of an active safety committee, frequency of their meetings and list of members of the committee.
13. Active membership in a recognized construction safety organization in the Washington Metropolitan area, or in the state of contractor’s domicile.

10.6. The determination of eligibility rendered by the Purchasing Agent, or his designee shall be final unless it is appealed in accordance with the provisions of the solicitation or the Fairfax County Purchasing Resolution.

10.7. It shall be a condition of each County construction contract, as discussed above, that no contractor or subcontractor contracting for any part of the contract work shall require any laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.

10.8. The contractor awarded a County construction contract shall certify in writing that they will not knowingly, willfully, or recklessly employ or contract with any person, company, corporation, or any other entity for services pursuant to that contract if such person, company, corporation, or other entity could not have been awarded such contract due to the restrictions in paragraph 10.3, above.

10.9. The contractor shall also certify in writing that all safety related information provided in accordance with the Safety Resolution and contract requirements are complete, accurate and truthful.

10.10. The failure to provide information requested pursuant to this Resolution or the failure to conform to the certification requirements of this Resolution shall be grounds for disqualifying a prospective bidder.

10.11. The County may impose the following sanctions upon a contractor who willfully submits
any false or misleading certification or information regarding material facts in connection with submissions pursuant to this Resolution, or willfully omits any certification or information regarding material facts in connection with submissions pursuant to this Resolution. The term willful shall include intentional or reckless acts or omissions.

a. Disqualify the prospective bidder from bidding a contract.

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

c. Terminate the contract awarded to the bidder after providing notice and opportunity to be heard.

11. **STATE REGISTRATION OF CONTRACTOR:**

11.1. If a contract is for one hundred and twenty thousand dollars ($120,000) or more, or if the total value of all construction, removal, repair, or improvements undertaken by the bidder within any twelve-month period is seven hundred-fifty thousand dollars ($750,000) or more, the bidder is required under Title 54.1, Chapter 11, Code of Virginia (1950), as amended, to show evidence of being licensed as a "Class A Contractor." (Non-Virginia licenses are not acceptable). If a contract is seventy-five hundred ($7,500) dollars or more but less than one hundred and twenty thousand dollars ($120,000), the bidder is required to show evidence of being licensed as a "Class B Contractor". If a contract is one thousand dollars ($1,000) or more but less than seventy-five hundred dollars ($7,500), the bidder is required to show evidence of being licensed as a "Class C Contractor."

11.2. The Code of Virginia does not allow an unlicensed contractor to submit a bid where the resultant contract will require a license. The bidder shall provide a copy of the license with their bid.

12. **ELECTRONIC SUBMISSION OF BIDS:**

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

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

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

12.4. Each bidder must use the Bid Table functionality provided in the Bonfire portal to submit pricing for their bid. For each line item in the Bid Table, bidders must submit all requested information for that line item (this could include unit pricing, percentage discounts and/or labor rates).
12.5. By executing the Cover Sheet (DPMM32), the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions.

13. **ADDENDA:**

13.1. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within five (5) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.

13.2. Notice of addenda will be posted on eVA and the Bonfire portal. It is the bidder’s responsibility to monitor the web page for the most current addenda at https://fairfaxcounty.bonfirehub.com/.

13.3. The last day to submit questions to be addressed in the addendum will be addressed in Bonfire under “Questions Due Date”. All questions pertaining to this solicitation shall be submitted to Cynthia.Parker@fairfaxcounty.gov.

14. **BID OPENING:**

14.1. All bids received in response to an Invitation for Bid (IFB) will be opened at the date and time specified, read publicly, and made available for inspection as provided in paragraph 63, General Conditions and Instructions to Bidders. Bidders may view the bid opening on Tuesday, July 12, 2022, at 2:00 P.M. EST by Zoom web conferencing. In order to join bidders must Register in advance here: https://us06web.zoom.us/meeting/register/tZArc-utqzMtEtREcDO4BxRRApzTMkwvvXA

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

15. **BID EVALUATION/CONTRACT AWARD:**

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

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

16. **BID ACCEPTANCE PERIOD:**

16.1. Any bid in response to this solicitation shall be valid for (180) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
17. **CONTRACT INSURANCE PROVISIONS**

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

17.2. The Contractor must during the continuance of all work under the contract provide the following:

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

   b. Commercial General Liability insurance in the amount of $1,000,000 per occurrence, $2,000,000 in aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.

   c. Owned, non-owned, and hired Automobile Liability insurance, in the amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.

17.3. Liability Insurance "Claims Made" basis:

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

   2) The Contractor must either:

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

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

17.4. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.

17.5. Any deductibles and/or self-insured retentions greater than $50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
SPECIAL PROVISIONS

17.6. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.

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

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

17.9. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an “additional insured” for all liability policies and it shall be stated on the Insurance Certificate that this coverage “is primary to all other coverage the County may possess.”

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

17.11. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

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

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

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

17.17. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

18. METHOD OF ORDERING:

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

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

18.3. 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.

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

18.5. 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.

19. CORRESPONDENCE:

19.1. 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.

20. ADDITIONS/DELETIONS:

20.1. 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.

21. CANCELLATION OF ORDERS:

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

22. EMERGENCY PURCHASES:

22.1. 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.

23. ORDER OF PRECEDENCE:

23.1. 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.
SPECIAL PROVISIONS

24. **SUBCONTRACTING:**

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

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

25.1. Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

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

25.3. 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.

25.4. 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.

25.5. 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.

26. **NEWS RELEASES BY VENDORS:**

26.1. 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.

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

27.1. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 1711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
27.2. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County Government Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

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

28.1. 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.