



FAIRFAX COUNTY
PUBLIC SCHOOLS

Department of Financial Services

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

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.

PRE-BID CONFERENCE

TITLE: Snow Plowing Services

IFB11-182951-56

A pre-bid conference will be held on August 18, 2010, at 09:00 A.M. at the Fairfax County Public Schools Gatehouse Administration Center 1, Conference Room 1610, 8115 Gatehouse Road, Suite 4400, Falls Church, Virginia 22042-1203. All bidders are urged to attend.

BIDDERS ARE REQUESTED TO SUBMIT IN WRITING ANY QUESTIONS PERTAINING TO THE IFB TO THE CONTRACT ADMINISTRATOR, CONTRACT ADMINISTRATOR, Vanslyn.fuller@fcps.edu PRIOR TO OR AT THE BEGINNING OF THE PRE-BID CONFERENCE.


**FAIRFAX COUNTY
PUBLIC SCHOOLS**
Department of Financial Services / Office of Procurement Services

8115 Gatehouse Road, Suite 4400

Falls Church, VA 22042-1203

<http://www.fcps.edu/fs/procurement>

Telephone: 571-423-3550; Fax: 571-423-3576

ISSUE DATE: August 11, 2010	INVITATION FOR BID: IFB11-182951-56	FOR: Snow Plowing Services
DEPARTMENT: Facilities-Office of Logical Operations	DATE/TIME OF OPENING: September 15, 2010 @ 1:30 P.M.	CONTRACT ADMINISTRATOR: Vanslyn Fuller, CPPB / 571-423- 3598 or, Vanslyn.fuller@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

 Fairfax Business Prof. &
Occupational Licensing
(BPOL) Tax 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.

BUSINESS CLASSIFICATION – CHECK ONE: ☐ LARGE ☐ SMALL **Described in Appendix B**

 CHECK ONE: ☐ MINORITY-OWNED ☐ WOMEN-OWNED **Described in Appendix B**

 CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION
State in which
Incorporated: _____

 Vendor Legally
Authorized Signature

Date

Print Name and Title

Secretary

Sealed bids subject to terms and conditions of this invitation will be received by the Director of the Office of Procurement Services at 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203 on opening date and time specified, and then publicly opened and read.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS

1. SCOPE:

- 1.1. The purpose of this solicitation is to obtain competitive bids to establish a contract for the provision of snow removal services. The resulting contract will establish a ready "as required" source for the items listed in this solicitation, and will be available for use by all agencies and activities of Fairfax County Public Schools and Fairfax County Government.

2. PRE-BID CONFERENCE:

- 2.1 A pre-proposal conference will be held on August 18, 2010 at 09:00 a.m. in the Fairfax County Public Schools Gatehouse Administration Center I, Conference Center Room 1610, 8115 Gatehouse Road, Falls Church, Virginia. Attendees requiring special services are asked to provide their requirements to the Office of Equity and Compliance at 571-423-3050 or email them at equity&compliance@fcps.edu. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 2.2 The purpose of the pre-proposal conference is to give potential bidders an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal.

2. PERIOD OF CONTRACT:

- 2.1. The period of this contract shall be from the date of the award, through October 31, 2015.
- 2.2. Multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Fairfax County Board of Supervisors. In the event that the Fairfax County Board of Supervisors does not grant necessary funding appropriation/program approval, then the affected multiyear contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

3. PRICES AND PRICE ADJUSTMENT:

- 3.1. 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
- 3.2. 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.
- 3.3. 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.
- 3.4. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.)

SPECIAL PROVISIONS cont'd

- 3.5. 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.
- 3.6. The price adjustment shall be by the same percentage as documented and the contract shall be modified accordingly provided
- 3.7. Price decreases shall be made in accordance with paragraph 43 of the General Conditions and Instructions to Bidders.

4. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

- 4.1. 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.
- 4.2. 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 30, General Conditions and Instructions to Bidders, is acknowledged.

5. QUOTATION LIMITATION:

- 5.1. The County seeks quotations in the following manner:
 - a. A guaranteed minimum for each unit of snow removal equipment that is dispatched to the Fairfax County Public Schools facilities. (Note:) The Minimum Call out fee for equipment will only apply when the hourly cost for the equipment does not exceed the guaranteed minimum call out cost. If hourly costs exceed the minimum call out fee, only the hourly rate will be paid.
 - b. A per unit, per hour, price for plow equipment with operator. (Note: Hourly plow rate will only be paid for time plow equipment is on site and in operation. Travel time is not included.)
 - c. A per unit, per hour, price for plow equipment with sander and operator for applying sand and de-icing chemicals with a material spreader. (Note: Hourly plow rate will only be paid for time plow equipment is on site and in operation. Travel time is not included.)
 - d. A per crew, per hour, price for walkway clearing, zone 15 only. (Note: Hourly crew rate will only be paid for time on site and working. Travel time is not included.)

SPECIAL PROVISIONS cont'd

- e. All sand, abrasives, and de-icing materials are to be supplied by Fairfax County Public Schools. Except for zone 15, the contractor will be responsible to supply. This material is for the contractor's use in the performance of this contract only. One (1) bulk material stockpile per zone will be made available. Bulk material stockpiles will be covered with a tarp by FCPS when put in place. The contractor will be responsible for covering at the end of each event. The contractor shall be responsible for the loading of his/her own vehicles. FCPS will not be responsible for any damages or fines resulting from overloading. It is the driver's responsibility to effectively communicate to the loader operator in order to control the volume of material being placed into their spreader.
 - f. In the case of an extreme snow/ice event FCPS may request additional equipment resources during the recovery phase. The contractor is requested to include in their bid hourly rates for all additional, special equipment, and non-standard snow/ice removal equipment they have available.
 - g. A per unit, per hour, basis for each piece of equipment required under the additional and non-standard truck and equipment list, Appendix B, Pricing Schedule. (Note: Hourly special equipment rate will only be paid for the time that the special equipment is on site and in operation. Travel time is not included.) Equipment assigned to a site for the purpose of loading sand and abrasives will also be operated in snow removal operations for the same site. No payment will be made for equipment sitting idle without an operator.
- 5.2. Bidders shall offer only ONE ITEM AND PRICE for each item bid. No alternatives will be accepted, unless requested by the County

6. INTERPRETATION OF BID:

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

Vanslyn Fuller, CPPB, Contract Administrator
 Fairfax County Public Schools
 Office of Procurement Services
 8115 Gatehouse Road, Suite 4400
 Falls Church, Virginia 22042-1203
 Telephone Number: (571) 423-3598
 Fax Number: (571) 423-3587
 Email: Vanslyn.Fuller@fcps.edu

7. SUBMISSION OF BIDS:

- 7.1. Each bidder must use the attached Pricing Schedule to submit their bid. All bids must show the hourly price, guaranteed minimum call-out fee and total price for each item for which a bid is submitted, as applicable. All bidders must return two (2) copies of the Cover Sheet (DPSM30), duly signed, and two (2) copies of Appendix B, keeping all remaining pages for your files. 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 submitted by mail or delivered in person. The receptionist at the following location prior to the date and time specified must receive all bids:

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

SPECIAL PROVISIONS cont'd

- 7.2. **BIDS RECEIVED AFTER THE DATE OR TIME OF OPENING WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER.**

- 7.3. 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 opening / closing of the bid. All addenda **MUST** be signed and submitted to the Department of Financial Services, Office of Procurement Services, 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042 before the time and date of the opening / closing of the bid or must accompany the bid. Notice of the Addenda will be posted on eVA and the DPSM current solicitation webpage. Bidders are encouraged to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic.

8. CONTACT FOR ADMINISTRATION:

- 8.1. 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 provided on the Pricing Schedule.

9. BID EVALUATION/CONTRACT AWARD:

- 9.1. Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary when completing Appendix B, Pricing Schedule.

- 9.2. Bids will be evaluated and awarded for each zone on the following basis:

Standard Equipment total cost, guaranteed minimum call out-fee for each zone (Zones 1-14) Line Items 1 – 5, and Zone 15, Line Items 1-3 including walkway clearing. Zones 1-14, Line Items 6-15 are not included in the evaluation and award.

A. Standard Equipment:

Standard snow removal equipment will be vehicles $\frac{3}{4}$ to 3 ton, single axle, four (4) wheel drive trucks equipped with compatible snow plows, with or without materials spreaders, skid steer loaders, wheel loaders, or backhoe loaders. Units are to have plow and spreader controls mounted inside the vehicle's cab to allow for one man operation of truck, plow, and spreader. Plows are to be mechanically raised, lowered, and capable of angling (note: containment plows are not expected to be capable of angling). Plows are to have adjustable castor assemblies. Buckets, blades, snow pushers, or blowers are to be mechanically raised or lowered. Blades will be capable of articulating. Blowers will have discharge chutes capable of being rotated. All pickup style trucks are to have functional 4 wheel drive capability.

Additional and Non-Standard Equipment Zone 1-14, Line Items 6 – 15 will only be used at the request of Fairfax County Public Schools. Prices offered for the additional and non-standard equipment bid are a guaranteed fixed price for usage.

B. Additional and Non-Standard Equipment

Medium to heavy duty trucks may or may not have plows and spreaders. (Trucks may be used to haul snow off site.) Equipment will have buckets, blades, snow pushers, or blower attachments that are hydraulically driven with controls conveniently accessible to allow for one man operation. Buckets, blades, snow pushers, or blowers are to be mechanically raised or lowered. Blades will be capable of angling. Blowers will be at least as wide as the wheel base of the equipment on which they are mounted and have discharge chutes capable of being rotated **(This section is not part of the bid evaluation).**

SPECIAL PROVISIONS cont'd**C. Walkway Clearing Crew**

The walkway clearing crew shall consist of a minimum of 3 persons.

- 9.3. Award will be based on the total amount offered under the Standard Equipment bid section for each zone and the addition of the walkway clearing crew for Zone 15.

- 9.3.a. The County reserves the right to award the contract in the aggregate, by line item, by section, and to make a multiple awards, based on the best interest of the County.

10. CONTRACT INSURANCE PROVISIONS

- 10.1. 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.

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

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

- b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$500,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.

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

- c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$500,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

- d. Contractor agrees to maintain Contractors Liability insurance in the amount of \$500,000 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/subcontractors or out of an owner's/contractor's supervisory activity.

SPECIAL PROVISIONS cont'd

e. Liability Insurance "Claims Made" basis:

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

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

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

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

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

i. Hold-harmless and Indemnification:

Article 63 of the General Conditions and Instructions to Bidders shall apply where DPSM form is used. If not, following paragraph shall be inserted:

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

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

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

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

SPECIAL PROVISIONS cont'd

- 10.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 10.4. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- 10.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 10.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
- 10.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 10.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
- 10.9. The County, 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."
- 10.10. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out

11. METHOD OF ORDERING:

- 11.1. Purchase order(s) for the items listed in this solicitation will be issued as required throughout the period of this contract and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 or The Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports.
- 11.2. The purchase order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.
- 11.3. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO 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.

SPECIAL PROVISIONS cont'd

- 11.4. 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 under contract with Bank-One/Master Card. Contractors are encouraged to accept this method of receiving orders.

Questions regarding establishing an account with Master Card should be referred to: MC/Master Card Merchant Services at 1-800-762-6663. It is anticipated that participating contractors will accept procurement card orders.

- 11.5. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 11.6. 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.
- 11.7. The Department of Purchasing and Supply Management has the capability to issue purchase orders electronically and transmit them to vendors by fax. For more information about the Fax Purchase Order program, call (703) 324-3268, TTY 1-800-828-1140.

12. CORRESPONDENCE:

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

13. ADDITIONS/DELETIONS:

- 13.1. Additional sites and/or services may be added to the contract.
- 13.2. FCPS facilities listed in this contract may be retracted during the period of this contract. FCPS will in no way be obligated to substitute another site for continued snow removal services.

14. CANCELLATION OF ORDERS:

- 14.1. 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.

15. EMERGENCY PURCHASES:

- 15.1. 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.

SPECIAL PROVISIONS cont'd**16. ELECTRONIC PAYMENT OPTION:**

- 16.1. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to ACHpayments@fairfaxcounty.gov. A copy may also be picked up at the Department of Purchasing and Supply Management.

17. ORDER OF PRECEDENCE:

- 17.1. 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.

18. SUBCONTRACTING:

- 18.1. 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.dmbe.state.va.us>; local chambers of commerce and other business organizations.
- 18.2. No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the Contractor shall submit for approval a detailed listing of the subcontracted equipment that will be utilized, to include subcontractor's name, make, model, year, license plate number, drivers' names and licenses numbers and to which site it will be assigned. The contractor shall, however, remain fully liable and responsible for the work to be performed by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 18.3. The Contractor shall be responsible for supervising and/or directing the work under this contract and all subcontractors that he may utilize. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 18.4. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

SPECIAL PROVISIONS cont'd**19. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 19.1. Reference Paragraph 75, General Conditions and Instructions to Bidders. Extension of Contract: 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).
- 19.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 19.3. 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.
- 19.4. 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.
- 19.5. 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.

20. NEWS RELEASES BY VENDORS:

- 20.1. 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.

21. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

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

SPECIAL PROVISIONS cont'd**22. HIPAA COMPLIANCE:**

- 22.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The contractor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The contractor must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of the Fairfax County Business Associate agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.

23. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

- 23.1. Each and every provision of laws and clauses required by law to be inserted in this contract shall be deemed to be inserted and incorporated by reference. The contract shall be read and enforced as though the required provisions are included and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party the contract shall be amended to make such insertion.

24. AUDIT:

- 24.1. 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.

25. INCOMPETENT OR DISORDERLY EMPLOYEES:

- 25.1. If any person employed on the work by the Contractor shall appear to the Project Manager to be incompetent or act disorderly or improper 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.
- 25.2. 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 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.
- 25.3. The Contractor hereby certifies that (i) neither the Contractor nor any employee of the Contractor 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

SPECIAL PROVISIONS cont'd

child; and (ii) absence 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 of 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 provisions 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 the work.

26. IMMIGRATION REFORM AND CONTROL ACT:

- 26.1. Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

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1. The objective of FCPS' snow removal operations is to accommodate, and not delay, the scheduled opening and continued operation of all FCPS' facilities. To that end, safety is the first priority when considering the arrival and departure of all students, staff, and the general public.
 2. Furthermore, it is our intention that if schools will open without delay and snowfall has stopped, all sites will be cleared "curb to curb" by 7:00 a.m. School related functions scheduled for after hours will have to be addressed on a case by case basis .
 3. The contractor(s) will be required to provide the vehicles, equipment, and skilled personnel necessary to satisfactorily achieve FCPS' objective during the period of this contract .
 4. For the purposes of providing services for this contract FCPS facilities have been divided into fifteen (15) zones. The designated zones being bid with this solicitation for snow removal are 1-15.
 5. Contractors can bid for snow plowing in one or any combination of the fifteen (15) zones. The contract will be awarded for each zone.
 6. The contract will be used in a manner supplemental to the Fairfax County Public Schools Grounds Department's in-house snow removal operations.
 7. Detailed maps of parking lots will be provided to the contractors after award.
(Note these will not be to scale)
8. **PRICING:**
- 8.1 **Hourly Rate Per Unit**
- A. The rate for each unit of equipment bid shall be paid for at an hourly rate when called out and in use. Rates will not be broken down in less than quarter hour increments. The rate will only be paid for equipment that is used during the snow/ice event. A standby rate will be paid at 50% (fifty percent) of the hourly bid rate for the equipment during the authorized standby period. Only FCPS management can authorize a stand-by period. The time period for rates shall begin when equipment and operator have arrived at the designated FCPS site and are put into service. Time in service shall be verified by direct communication with FCPS management.
 - B. Rates submitted shall include the furnishing of all fuel, lubricants, supplies, repairs and maintenance to equipment. All hourly equipment rates in pricing schedule shall include the cost of operator.
 - C. The cost of supplying a competent licensed operator, satisfactory to FCPS for any vehicle/machine bid, shall be included in the hourly rental rates as bid. All drivers/operators shall be trained, experienced, and proficiently skilled in the operation of the equipment they are using. Drivers/operators shall be at least 18 years of age, capable of working nights. No minors, under the age of 18, will be allowed on the FCPS work site(s), to include in the contractor's vehicle, where this contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia.

TECHNICAL SPECIFICATIONS

- D. To ensure the overall safety and efficiency of all personnel involved in the snow operations, including the general public, the Contractor shall be required to provide drivers/operators that are able to communicate in the English language. Contractor shall ensure that his drivers are capable of understanding instructions in English. No payment will be paid to the Contractor for failure to provide a driver capable of understanding these instructions.
- E. All operators of vehicles requiring a Commercial Drivers License (CDL) licensed operator, must have a current, valid Commercial Drivers License with appropriate endorsement(s) on their person while engaged in the performance of this contract.
- F. No compensation shall be allowed over and above the equipment rental for operator and labor overtime or fringe benefits.
- G. The Contractor shall be responsible for establishing schedules so that drivers/operators are not permitted to work more than fourteen (14) consecutive hours (to include stand-by hours) without having at least six (6) to eight (8) continuous hours of undisturbed rest. Any shift changes shall be made to ensure continuous operations.
- H. FCPS will supply the contractor with adequate amount of sand, abrasives, and/or de-icing chemicals to be used during winter storm events. (exception Zone 15, the contractor will be responsible to supply all sand and de-icing materials.)

9. **PAYMENTS:**

- 9.1 Payments for the guaranteed minimum per unit will be made upon submission of an itemized invoice, per zone, with two (2) copies from the contractor. Invoices at a minimum will include the following: Date, location of service provided, equipment type, time placed in service. Invoices shall be submitted within fourteen (14) days of service. Failure to follow this guide may delay payments.
- 9.2 Payments for the per hour, per unit, snow removal operation of equipment will be made upon submission of an itemized invoice, per zone with two (2) copies from the contractor. Invoices at a minimum will include the following information: date, location of service provided, equipment type, time placed in service, time taken out of service, total hours, hourly rate, total rental rate per site, and total rental rate per zone. A separate invoice for each day (12:00 a.m. midnight through 11:59 p.m.) is required. Invoices shall be submitted within fourteen (14) days of service.

10. **SPECIAL REQUIREMENTS:**

10.1 Mobilization

- A. FCPS will be required to make only one (1) call to the Contractor's designated representative at the contact phone number either prior to or at the beginning of the snow event as notification to mobilize resources.
- B. FCPS will give the contractor as much advance notice for mobilization as is practicable.
- C. FCPS may authorize the contractor to proceed without notice when snowfall accumulation is expected to be 2" or greater and accumulation has already reached 1-1/2" on pavement.
- D. Zone 15 will be an automatic mobilization once accumulation has reached 1" of snow and/or 1/4" of sleet or ice on pavement.

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11. CONTRACTOR'S RESPONSIBILITIES

- 11.1 The contractor will be responsible for ensuring that their primary phone contact number is current and updated with FCPS management prior to the winter season.
- 11.2 The contractor shall provide sufficient means of timely communications between their management, their field personnel, and FCPS management to ensure smooth coordination of snow removal operations.
- 11.3 The contractor shall identify a designated point of contact per zone among their field personnel. The contact person shall communicate the status of snow removal operations in progress as requested by FCPS management and promptly call FCPS management as each site is completed. No crew shall consider snow removal operations complete and leave a site until completion status has been reported to and approved by FCPS management. Crews will be assigned a single specific site and the contractor shall not move crews to support others in the performance of this contract without prior approval from FCPS.
- 11.4 The contractor is responsible to ensure that all driver/operators have the necessary equipment and materials at all times and are thoroughly familiar with their assigned sites in order to carry out their work with maximum safety and efficiency while protecting against property damage.
- 11.5 The contractor must be able to provide sufficient equipment in good operating condition to perform the required snow/ice removal services at all sites simultaneously within each zone awarded in order to meet our objective. (Ref: Technical Specifications Paragraph 1)
- 11.6 All equipment shall be equipped with sufficient lights to provide a high degree of illumination for the operator. Further, all equipment shall be equipped with highly visible emergency lighting, including but not limited to beacon rays or comparable. Lighting must meet the requirements of the State of Virginia regardless of the state registered in. In addition, we encourage the use of back-up alarms.
- 11.7 The contractor agrees to conform to all Federal, State, and County laws and regulations governing employment of personnel and rental equipment.
- 11.8 If the contractor provides equipment other than that which is solely owned by them, it will not relieve the contractor of any requirements as stated in this contract.
- 11.9 Due to uncertainty of timing of snow fall and ice formation, calls to mount operations may be required at anytime, day or night, holidays included. The contractor agrees to ensure the availability and sufficient quantity of personnel and equipment for the purpose of performing the required snow removal services. The contractor's equipment and personnel are to be available at all times and on a 24-hour call basis.
- 11.10 The contractor may not sublet or assign any part of this contract without approval or authorization of the Purchasing Agent.
- 11.11 The contractor will do a pre-season inspection of every site for each zone awarded, The contractor shall communicate any concerns to FCPS management prior to the winter season.
- 11.12 The contractor agrees to ensure the availability of management personnel to participate in site inspections with FCPS personnel as requested for the purpose of identifying property

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damage suspected as being caused by the contractor during the performance of this contract and which they may be held liable for the repair costs.

- 11.13 Equipment and operators must report to the specified FCPS facility within two (2) hours following notification to begin work. The time period for hourly rates shall begin when the equipment and operator have arrived at the designated FCPS site and are placed into service.
- 11.14 Equipment must be removed from the site within twenty-four (24) hours of the end of each event unless otherwise approved by FCPS management.
- 11.15 Bulk material pile must be covered with the tarp provided at the end of each event.
- 11.16 FCPS shall retain the right to suspend the operation of any vehicle that is not efficient and in safe operating condition. FCPS shall retain the right to suspend any operator if deemed incompetent or unproductive. If suspended the contractor shall replace the driver and/or the equipment within one (1) hour.
- 11.17 All snow removal operations performed under this contract will be directed by Fairfax County Public Schools Facilities and Transportation Services Department.
- 11.18 Prior to bid award, the bidder shall submit the equipment for an inspection by FCPS personnel. FCPS may reject any equipment if it is determined to be unsatisfactory.
- 11.19 FCPS reserves the right to determine the number of vehicles and/or equipment to be mobilized for each snow event.

12. MINIMUM EQUIPMENT REQUIREMENTS:

- 12.1 Based on 2" - 6" of snow accumulation. Additional equipment will be required for greater snowfall.

A. High Schools:

One (1) plow truck, $\frac{3}{4}$ - 3 ton capacity, four wheel drive with minimum 2 cubic yard material spreader, One (1) skid steer loader and any combination of two (2) skid steer loader, wheel loader, backhoe, or plow truck with $\frac{3}{4}$ - 3 ton capacity, four wheel drive. Total of four (4) plow units, one with material spreader.

B. Middle Schools:

One (1) plow truck, $\frac{3}{4}$ - 3 ton capacity, four wheel drive with minimum 2 cubic yard material spreader, and any combination of two (2) skid steer loader, wheel loader, backhoe, or plow truck with $\frac{3}{4}$ - 3 ton capacity, four wheel drive. Total of three (3) plow units, one with material spreader.

C. Elementary Schools:

One (1) plow truck, $\frac{3}{4}$ - 3 ton capacity, four wheel drive with minimum 2 cubic yard material spreader, and one (1) skid steer loader, wheel loader, backhoe, or plow truck with $\frac{3}{4}$ - 3 ton capacity, four wheel drive.

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D. Administrative Centers:

One (1) plow truck, $\frac{3}{4}$ - 3 ton capacity, four wheel drive with minimum 2 cubic yard material spreader, and one (1) skid steer loader, wheel loader, backhoe, or plow truck with $\frac{3}{4}$ - 3 ton capacity, four wheel drive.

Bus Parking Lots are site specific as reflected below:

A. Eleven Oaks

One (1) plow truck, $\frac{3}{4}$ - 3 ton capacity, four wheel drive with minimum 2 cubic yard material spreader.

B. West Ox:

One (1) plow truck, $\frac{3}{4}$ - 3 ton capacity, four wheel drive with minimum 2 cubic yard material spreader, and one (1) skid steer loader, wheel loader, backhoe, or plow truck with $\frac{3}{4}$ - 3 ton capacity, four wheel drive

C. Stonecroft:

Three (3) plow trucks, $\frac{3}{4}$ - 3 ton capacity, four wheel drive with minimum 2 cubic yard material spreader, and two (2) skid steer loader, wheel loader, or backhoe loader with minimum 1.5 CY bucket

Exceptions:

South Lakes HS and Hughes MS can be considered one site. A minimum total of five (5) plow units shall be assigned here. Two (2) plow trucks, $\frac{3}{4}$ - 3 ton capacity, four wheel drive with minimum 2 cubic yard material spreader, one (1) skid steer loader and any combination of two (2) skid steer loader, wheel loader, backhoe, or plow truck with $\frac{3}{4}$ - 3 ton capacity, four wheel drive.

Zone 15 requires walkway clearing

12.2 Bidders shall list additional equipment with size/capacity and quantity available.

13. **STANDARD EQUIPMENT**

13.1 Trucks:

- A. Units shall be $\frac{3}{4}$ to 3 ton capacity, 4 wheel drive, single axle trucks with plows and with or without spreaders.
- B. Trucks to be equipped with compatible snow plows, with adjustable caster assemblies, and equipped with wear shoes. Plows are to be fully adjustable for different cutting widths.
- C. Plows are to be mechanically raised, lowered, and capable of articulating.
- D. Units to have cab-mounted plow controls to allow one man operation of truck and plow.

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- E. Material spreaders to be standard for size of truck and must be mechanically operated from inside the vehicle's cab. Material spreaders must be conveyor driven with auger/spinner discharge system. Material spreaders must have the ability to control material out-put by either gate adjustment or speed control.
- F. Steel or rubber snow cutting edges/moldboards are required on plow. Flashing amber lights, or emergency strobe lights required for increased safety awareness and visibility.
- G. All trucks shall be clearly marked with the contractor's company name and an identification number at a minimum. Rental trucks are an exception
- H. All pickup style trucks are to have functional 4 wheel drive capability.

13.2 Skid-steer loaders:

- A. All skid-steer loaders shall have rubber tire or rubber tracks with good tread adequate traction and ease of use.
- B. Skid-steer loader buckets must be at least as wide as the wheel base, have a minimum width of 66" and have a smooth cutting edge.
- C. Skid-steer loaders may utilize containment plows attached to the standard bucket. This will be considered optional equipment and no additional cost to FCPS.
- D. Skid-steer loaders shall be equipped with sufficient lights to provide a high degree of illumination for the operator.
- E. Skid-steer loaders shall be equipped with flashing amber lights, or emergency strobe lights for increased safety awareness and visibility.

13.3 Wheel Loaders:

- A. Wheel loaders shall have rubber tires with good tread for adequate traction and ease of use.
- B. Wheel loaders shall have functioning 4 wheel drive capability.
- C. Wheel loader shall be fully capable of articulating.
- D. Wheel loader buckets must be at least as wide as the wheel base, have a minimum capacity of 1.0 cubic yards, and have a smooth cutting edge.
- E. Wheel loaders may utilize containment plows attached to the standard bucket. This will be considered optional equipment and no additional cost to FCPS.
- F. Wheel loaders shall be equipped with sufficient lights to provide a high degree of illumination for the operator.
- G. Wheel loaders shall be equipped with flashing amber lights, or emergency strobe lights for increased safety awareness and visibility.

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13.4 **Backhoe loaders:**

- A. Backhoe loaders shall have rubber tires with good tread for adequate traction and ease of use.
- B. Backhoe with functioning 4 wheel drive capability are referred as standard equipment.
- C. Backhoe loader buckets must be at least as wide as the wheel base, have a minimum capacity of 1.0 cubic yards, and have smooth cutting edge.
- D. Backhoe loader may utilize containment plows attached to the standard bucket. This will be considered optional equipment and no additional cost to FCPS.
- E. Backhoe loaders shall be equipped with sufficient lights to provide a high degree of illumination for the operator.
- F. Backhoe loaders shall be equipped with flashing amber lights, or emergency strobe lights for increased safety awareness and visibility

14. **ADDITIONAL and NON-STANDARD TRUCKS AND EQUIPMENT:**

- 14.1 All equipment shall be equipped with flashing amber lights, or emergency strobe lights for increased safety awareness and visibility.
- 14.2 All units bid shall be equipped with sufficient lighting to provide a high degree of illumination for the operator.
- 14.3 Medium to heavy duty trucks may or may not have plows and spreaders and are not limited to single axle. (Trucks may be used to haul snow offsite.) Additional equipment shall have buckets, blades, snow pushers, or blower attachments that are hydraulically driven with controls conveniently accessible to allow for one man operation. Buckets, blades, snow pushers, or blowers are to be mechanically raised or lowered. Blades will be capable of articulating. Blowers shall have a discharge chute capable of rotating.

15. **COMMUNICATIONS EQUIPMENT**

- 15.1 All Drivers/operators must be able to communicate with their designated zone point of contact at all times by use of either a two-way radio or cellular phone.
- 15.2 The Contractor's management and zone point of contact must be able to communicate directly with FCPS management at all times either by cellular phone or land line. The contractor must ensure that voice mail paging systems and answering services are able to receive messages at all times. Answering machines are unacceptable as a point of contact.

TECHNICAL SPECIFICATIONS

SNOW REMOVAL LOCATIONS

ZONE 1

Carson MS	13618 McLearen Rd, Herndon, VA, 20171
Herndon HS	700 Bennett St, Herndon, VA 20170
Hendon MS	901 Locust St, Herndon, VA 20170
Hughes MS	11401 Ridge Heights Rd, Reston, VA 20191
South Lakes HS	11400 Ridge Heights Rd, Reston, VA 20191

ZONE 2

Stone MS	5500 Sully Park Dr, Centreville, VA 20120
Stonecroft Bus Lot	4641 Stonecroft Blvd, Chantilly, VA 20151
Westfield HS	4700 stonecroft Blvd, Chantilly, VA 20151

ZONE 3

Centreville HS	6001 Union Mill Rd, Clifton, VA, 20124
Chantilly HS	4201 Stringfellow Rd, Chantilly, VA 20151
Franklin MS	3300 Lees Corner Rd, Chantilly, VA 20151
Liberty MS	6801 Union Mill Rd, Clifton, VA 20124
Rock Run MS	4400 Stringfellow Rd, Chantilly, VA 20151

ZONE 4

Cooper MS	977 Balls Hill Rd, McLean, VA 22101
Langley HS	6520 Georgetown Pike, McLean, VA 22101
Longfellow MS	2000 Westmoreland St, Falls Church, VA 22041
McLean HS	1633 Davidson Rd, McLean, VA 22101

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ZONE 5

Kilmer MS	8100 Wolftrap Rd, Vienna, VA 22182
Madison HS	2500 James Madison Dr, Vienna, VA 22181
Marshall HS	7731 Leesburg Pike, Falls Church, VA 22043
Oakton HS	2900 Sutton Rd, Vienna, VA 22181
Thoreau MS	2505 Cedar Lane, Vienna, VA 22180

ZONE 6

Fairfax HS	3500 Old Lee Hwy, Fairfax, VA 22030
Frost MS	4101 Pickett Rd, Fairfax, VA 22031
Lanier MS	3801 Jermantown Rd, Fairfax, VA 22030
Woodson HS	9525 Main St, Fairfax, VA 22031

ZONE 7

Irving MS	8100 Old Keene Mill Rd, Springfield, VA 22152
Lake Braddock SS	9200 Burke Lake Rd, Burke, VA 22015
West Springfield HS	6100 Rolling Rd, Springfield, VA 22152

ZONE 8

Glasgow MS	4101 Fairfax Pkwy, Alexandria, VA 22312
Holmes MS	6525 Montross St, Alexandria, VA 22312
Stuart HS	3301 Peace Valley Ln, Falls Church, VA 22044
Thomas Jefferson HS	6560 Braddock Rd, Alexandria, VA 22312

ZONE 9

Edison HS	5801 Franconia Rd, Alexandria, VA 22310
Key MS	6502 Franconia Rd, Alexandria, VA 22150
Lee HS	6540 Franconia Rd, Alexandria, VA 22150
Twain MS	4700 Franconia Rd, Alexandria, VA 22310
Wilton Woods Ctr	3701 Franconia Rd, Alexandria, VA 22310

TECHNICAL SPECIFICATIONS

ZONE 10

Mount Vernon HS	8515 Old Mt. Vernon Rd, Alexandria, VA 22309
Sandburg MS	8428 Fort Hunt Rd, Alexandria, VA 22308
Whitman MS	2500 Parker's Lane, Alexandria, VA 22306
West Potomac HS	6500 Quander Rd, Alexandria, VA 22307

ZONE 11

Furnace Rd Bus Lot	9900 Furnace Rd, Lorton, VA 22079
Hayfield ES	7633 Telegraph Rd, Alexandria, VA 22315
Hayfield SS	7630 Telegraph Rd, Alexandria, VA 22315
Lorton Ctr	8101 Lorton Rd, Lorton, VA 22079

ZONE 12

Eleven Oaks Bus Lot	10515 School St, Fairfax, VA 22030
Robinson SS	5035 Sideburn Rd, Fairfax, VA 22032
West Ox Bus Lot	4620 West Ox Rd, Fairfax, VA 22030

ZONE 13

Halley ES	8850 Cross Chase Cir, Fairfax Station, VA 22039
Laurel Crest Drive	(Silverbrook Road to Hooes Road (Grid 107-1))
Laurel Hill ES	8390 Laurel Crest Dr, Lorton, VA 22079
South County HS	8501 Silverbrook Rd, Lorton, VA 22079

ZONE 14

Falls Church HS	7521 Jaguar Trail, Falls Church, VA 22042
Jackson MS	3020 Gallows Rd, Falls Church, VA 22042
Annandale HS	4700 Medford Dr, Annandale, VA 22003
Poe MS	7000 Cindy Lane, Annandale, VA 22003

TECHNICAL SPECIFICATIONS

ZONE 15

Gatehouse Admin Ctr	8115 Gatehouse Rd, Falls Church, VA 22042
BPG Building	8125 Gatehouse Rd, Falls Church, VA 22042
Residence Inn	8111 Gatehouse Rd, Falls Church, VA 22042

COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

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

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

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

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

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

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

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

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

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

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

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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

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

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

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

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.

2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

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Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

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

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

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

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

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

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

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

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- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

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

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

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

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

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions

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of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

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

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

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

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

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

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

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

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

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh

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stock, latest model, design or pack.

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. VENDOR RELATIONS DIVISION-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
- c. As used in this contract, the term small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.
- d. As used in this contract, the term "minority business" means a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.
- e. As used in this contract, the term women-owned business means a business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.
- f. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- g. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of

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distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

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

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

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

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

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

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard

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commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

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

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

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

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

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

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.

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- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- d. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

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

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or

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retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as

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a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

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- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

Rev. 11/06

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, BPOL Form, Sample Jurisdiction Listing, Business Classification Schedule and Subcontractors Notification Form)

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS: (Office) _____

TELEPHONE/FAX: (Office) _____

E-MAIL: _____

PAY TO ADDRESS: (If different from Firm address on Cover Sheet)

PRICING SCHEDULE

Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary				
Item Number	STANDARD EQUIPMENT ZONE 1	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$	\$
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$	\$
3.	Skid Steer	1	\$	\$
4.	Wheel Loader	1	\$	\$
5.	Backhoe	1	\$	\$
	Total Cost for Standard Equipment Zone 1		\$	\$
	ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 1 List all equipment available	Quantity		
6.			\$ _____	\$ _____
7.			\$ _____	\$ _____
8.			\$ _____	\$ _____
9.			\$ _____	\$ _____
10.			\$ _____	\$ _____
11.			\$ _____	\$ _____
12.			\$ _____	\$ _____
13.			\$ _____	\$ _____
14.			\$ _____	\$ _____
15.			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
	Total Cost for Additional and Non-Standard Equipment Zone 1		\$ _____	\$ _____

PRICING SCHEDULE

Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary				
Item Number	STANDARD EQUIPMENT ZONE 2	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$_____	\$_____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$_____	\$_____
3.	Skid Steer	1	\$_____	\$_____
4.	Wheel Loader	1	\$_____	\$_____
5.	Backhoe	1	\$_____	\$_____
	Total Cost for Standard Equipment Zone 2		\$_____	\$_____
	ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 2 List all equipment available			
6.			\$_____	\$_____
7.			\$_____	\$_____
8.			\$_____	\$_____
9.			\$_____	\$_____
10.			\$_____	\$_____
11.			\$_____	\$_____
12.			\$_____	\$_____
13.			\$_____	\$_____
14.			\$_____	\$_____
15.			\$_____	\$_____
	Total Cost for Additional and Non-Standard Equipment Zone 2		\$_____	\$_____

PRICING SCHEDULE

Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary				
Item Number	STANDARD EQUIPMENT ZONE 3	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$ _____	\$ _____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$ _____	\$ _____
3.	Skid Steer	1	\$ _____	\$ _____
4.	Wheel Loader	1	\$ _____	\$ _____
5.	Backhoe	1	\$ _____	\$ _____
	Total Cost for Standard Equipment Zone 3		\$ _____	\$ _____
	ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 3 List all equipment available			
6.			\$ _____	\$ _____
7.			\$ _____	\$ _____
8.			\$ _____	\$ _____
9.			\$ _____	\$ _____
10.			\$ _____	\$ _____
11.			\$ _____	\$ _____
12.			\$ _____	\$ _____
13.			\$ _____	\$ _____
14.			\$ _____	\$ _____
15.			\$ _____	\$ _____
	Total Cost for Additional and Non-Standard Equipment Zone 3		\$ _____	\$ _____

PRICING SCHEDULE

	Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary			
Item Number	STANDARD EQUIPMENT ZONE 4	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$ _____	\$ _____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$ _____	\$ _____
3.	Skid Steer	1	\$ _____	\$ _____
4.	Wheel Loader	1	\$ _____	\$ _____
5.	Backhoe	1	\$ _____	\$ _____
	Total Cost for Standard Equipment Zone 4		\$ _____	\$ _____
	ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 4			
	List all equipment available			
6.			\$ _____	\$ _____
7.			\$ _____	\$ _____
8.			\$ _____	\$ _____
9.			\$ _____	\$ _____
10.			\$ _____	\$ _____
11.			\$ _____	\$ _____
12.			\$ _____	\$ _____
13.			\$ _____	\$ _____
14.			\$ _____	\$ _____
15.			\$ _____	\$ _____
	Total Cost for Additional and Non-Standard Equipment Zone 4		\$ _____	\$ _____

PRICING SCHEDULE

Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary				
Item Number	STANDARD EQUIPMENT ZONE 5	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$_____	\$_____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$_____	\$_____
3.	Skid Steer	1	\$_____	\$_____
4.	Wheel Loader	1	\$_____	\$_____
5.	Backhoe	1	\$_____	\$_____
	Total Cost for Standard Equipment Zone 5		\$_____	\$_____
	ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 5 List all equipment available			
6.			\$_____	\$_____
7.			\$_____	\$_____
8.			\$_____	\$_____
9.			\$_____	\$_____
10.			\$_____	\$_____
11.			\$_____	\$_____
12.			\$_____	\$_____
13.			\$_____	\$_____
14.			\$_____	\$_____
15.			\$_____	\$_____
			\$_____	\$_____
	Total Cost for Additional and Non-Standard Equipment Zone 5		\$_____	\$_____

PRICING SCHEDULE

Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary				
Item Number	STANDARD EQUIPMENT ZONE 6	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$ _____	\$ _____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$ _____	\$ _____
3.	Skid Steer	1	\$ _____	\$ _____
4.	Wheel Loader	1	\$ _____	\$ _____
5.	Backhoe	1	\$ _____	\$ _____
	Total Cost for Standard Equipment Zone 6		\$ _____	\$ _____
	ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 6 List all equipment available			
6.			\$ _____	\$ _____
7.			\$ _____	\$ _____
8.			\$ _____	\$ _____
9.			\$ _____	\$ _____
10.			\$ _____	\$ _____
11.			\$ _____	\$ _____
12.			\$ _____	\$ _____
13.			\$ _____	\$ _____
14.			\$ _____	\$ _____
15.			\$ _____	\$ _____
			\$ _____	\$ _____
	Total Cost for Additional and Non-Standard Equipment Zone 6		\$ _____	\$ _____

PRICING SCHEDULE

Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary				
Item Number	STANDARD EQUIPMENTZONE 7	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$_____	\$_____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$_____	\$_____
3.	Skid Steer	1	\$_____	\$_____
4.	Wheel Loader	1	\$_____	\$_____
5.	Backhoe		\$_____	\$_____
Total Cost for Standard Equipment Zone 7			\$_____	\$_____
ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 7 List all equipment available				
6.			\$_____	\$_____
7.			\$_____	\$_____
8.			\$_____	\$_____
9.			\$_____	\$_____
10.			\$_____	\$_____
11.			\$_____	\$_____
12.			\$_____	\$_____
13.			\$_____	\$_____
14.			\$_____	\$_____
15.			\$_____	\$_____
Total Cost for Additional and Non-Standard Equipment Zone 7			\$_____	\$_____

PRICING SCHEDULE

Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary				
Item Number	STANDARD EQUIPMENT ZONE 8	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$_____	\$_____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$_____	\$_____
3.	Skid Steer	1	\$_____	\$_____
4.	Wheel Loader	1	\$_____	\$_____
5.	Backhoe	1	\$_____	\$_____
	Total Cost for Standard Equipment Zone 8		\$_____	\$_____
	ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 8 List all equipment available			
6.			\$_____	\$_____
7.			\$_____	\$_____
8.			\$_____	\$_____
9.			\$_____	\$_____
10.			\$_____	\$_____
11.			\$_____	\$_____
12.			\$_____	\$_____
13.			\$_____	\$_____
14.			\$_____	\$_____
15.			\$_____	\$_____
	Total Cost for Additional and Non-Standard Equipment Zone 8		\$_____	\$_____

PRICING SCHEDULE

Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary				
Item Number	STANDARD EQUIPMENT ZONE 9	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$ _____	\$ _____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$ _____	\$ _____
3.	Skid Steer	1	\$ _____	\$ _____
4.	Wheel Loader	1	\$ _____	\$ _____
5.	Backhoe	1	\$ _____	\$ _____
	Total Cost for Standard Equipment Zone 9		\$ _____	\$ _____
	ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 9 List all equipment available			
6.			\$ _____	\$ _____
7.			\$ _____	\$ _____
8.			\$ _____	\$ _____
9.			\$ _____	\$ _____
10.			\$ _____	\$ _____
11.			\$ _____	\$ _____
12.			\$ _____	\$ _____
13.			\$ _____	\$ _____
14.			\$ _____	\$ _____
15.			\$ _____	\$ _____
	Total Cost for Additional and Non-Standard Equipment Zone 9		\$ _____	\$ _____

PRICING SCHEDULE

	Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary			
Item Number	STANDARD EQUIPMENT ZONE 10	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$ _____	\$ _____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$ _____	\$ _____
3.	Skid Steer	1	\$ _____	\$ _____
4.	Wheel Loader	1	\$ _____	\$ _____
5.	Backhoe	1	\$ _____	\$ _____
	Total Cost for Standard Equipment Zone 10		\$ _____	\$ _____
	ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 10 List all equipment available			
6.			\$ _____	\$ _____
7.			\$ _____	\$ _____
8.			\$ _____	\$ _____
9.			\$ _____	\$ _____
10.			\$ _____	\$ _____
11.			\$ _____	\$ _____
12.			\$ _____	\$ _____
13.			\$ _____	\$ _____
14.			\$ _____	\$ _____
15.			\$ _____	\$ _____
	Total Cost for Additional and Non-Standard Equipment Zone 10		\$ _____	\$ _____

PRICING SCHEDULE

Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary				
Item Number	STANDARD EQUIPMENT ZONE 11	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$_____	\$_____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$_____	\$_____
3.	Skid Steer	1	\$_____	\$_____
4.	Wheel Loader	1	\$_____	\$_____
5.	Backhoe	1	\$_____	\$_____
	Total Cost for Standard Equipment Zone 11		\$_____	\$_____
	ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 11 List all equipment available			
6.			\$_____	\$_____
7.			\$_____	\$_____
8.			\$_____	\$_____
9.			\$_____	\$_____
10.			\$_____	\$_____
11.			\$_____	\$_____
12.			\$_____	\$_____
13.			\$_____	\$_____
14.			\$_____	\$_____
15.			\$_____	\$_____
	Total Cost for Additional and Non-Standard Equipment Zone 11		\$_____	\$_____

PRICING SCHEDULE

Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary				
Item Number	STANDARD EQUIPMENT ZONE 12	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$_____	\$_____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$_____	\$_____
3.	Skid Steer	1	\$_____	\$_____
4.	Wheel Loader	1	\$_____	\$_____
5.	Backhoe	1	\$_____	\$_____
	Total Cost for Standard Equipment Zone 12		\$_____	\$_____
	ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 12 List all equipment available			
6.			\$_____	\$_____
7.			\$_____	\$_____
8.			\$_____	\$_____
9.			\$_____	\$_____
10.			\$_____	\$_____
11.			\$_____	\$_____
12.			\$_____	\$_____
13.			\$_____	\$_____
14.			\$_____	\$_____
15.			\$_____	\$_____
	Total Cost for Additional and Non-Standard Equipment Zone 12		\$_____	\$_____

PRICING SCHEDULE

Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary				
Item Number	STANDARD EQUIPMENT ZONE 13		Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$ _____	\$ _____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$ _____	\$ _____
3.	Skid Steer	1	\$ _____	\$ _____
4.	Wheel Loader	1	\$ _____	\$ _____
5.	Backhoe	1	\$ _____	\$ _____
	Total Cost for Standard Equipment Zone 13		\$ _____	\$ _____
	ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 13 List all equipment available			
6.			\$ _____	\$ _____
7.			\$ _____	\$ _____
8.			\$ _____	\$ _____
9.			\$ _____	\$ _____
10.			\$ _____	\$ _____
11.			\$ _____	\$ _____
12.			\$ _____	\$ _____
13.			\$ _____	\$ _____
14.			\$ _____	\$ _____
15.			\$ _____	\$ _____
	Total Cost for Additional and Non-Standard Equipment Zone 13		\$ _____	\$ _____

PRICING SCHEDULE

Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary				
Item Number	STANDARD EQUIPMENT ZONE 14	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$ _____	\$ _____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$ _____	\$ _____
3.	Skid Steer	1	\$ _____	\$ _____
4.	Wheel Loader	1	\$ _____	\$ _____
5.	Backhoe	1	\$ _____	\$ _____
Total Cost for Standard Equipment Zone 14			\$ _____	\$ _____
ADDITIONAL and NON-STANDARD TRUCKS and EQUIPMENT ZONE 14 List all equipment available				
6.			\$ _____	\$ _____
7.			\$ _____	\$ _____
8.			\$ _____	\$ _____
9.			\$ _____	\$ _____
10.			\$ _____	\$ _____
11.			\$ _____	\$ _____
12.			\$ _____	\$ _____
13.			\$ _____	\$ _____
14.			\$ _____	\$ _____
15.			\$ _____	\$ _____
Total Cost for Additional and Non-Standard Equipment Zone 14			\$ _____	\$ _____

PRICING SCHEDULE

Reference Special Provisions Paragraph 5, Quotation Limitation for detailed price/fees summary				
Item Number	STANDARD EQUIPMENT ZONE 15	Quantity	Hourly Rate with Operator	Guaranteed Minimum Call-Out Fee
1.	Four wheel drive pickup, ¾-3 ton with plow	1	\$ _____	\$ _____
2.	Four wheel drive pickup, ¾-3 ton with plow and minimum 2 cy spreader	1	\$ _____	\$ _____
3.	Snow Blower with Operator	1	\$ _____	\$ _____
		1	\$ _____	\$ _____
		1	\$ _____	\$ _____
	Total Cost for Standard Equipment Zone 15		\$ _____	\$ _____
			Hourly Rate	
4.	Walkway Clearing Crew	1	\$ _____	\$ _____
			Per ton Cost	
5.	Sand and De-Icing Material		\$ _____	\$ _____

Information Purposes
Bidder submit a list of your vehicles or use the form below

Standard Equipment					
Year	Make	Vehicle Description	Capacity	Sander Capacity	Site to be dedicated to

VEHICLE LIST SHOULD BE RETURNED WITH YOUR BID PACKAGE.

Additional and Non-Standard Equipment				
Year	Make	Vehicle Description	Capacity	Site to be dedicated to

VEHICLE LIST SHOULD BE RETURNED WITH YOUR BID PACKAGE.

CONTACTS:

List a contact person's name and telephone number for normal FCPS working hours, 7:00 a.m. – 4:00 p.m., Monday- Friday. Bidders using a voice mail paging system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15 minutes.

Type of answering system used by your firm: _____ Voice Mail paging, _____ Answering Service

Contact Person:

Normal Working Hours

Name(s): _____

Telephone: _____

Emergency Calls: outside normal FCPS working hours, nights and/or weekends

Name(s): _____

Telephone: _____

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:

Virginia	☐ Yes	☐ No
Fairfax County	☐ Yes	☐ No
- Date business began/will begin work in Fairfax County _____

Provide a detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County.

[illegible]

Signature

Date _____

For Office Use Only:

- Company name and address: _____

- Amount of Contract Award \$ _____
- Fairfax County Department : _____
- Department Contact _____ Phone No. _____
- Company Contact _____ Phone No. _____
- Nature of business _____

Complete and return this form or a copy of your current Fairfax County Business License with your bid. Contract award may not be made without it.

Sample Listing of Local Public Bodies

REFERENCE PARAGRAPH Error! Reference source not found. OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

Alexandria Public Schools, VA	Manassas Park, Virginia
Alexandria Sanitation Authority	Manassas, Virginia
Alexandria, Virginia	Manassas City Public Schools, Virginia
Arlington County, Virginia	Maryland-National Capital Park & Planning Commission
Arlington Public Schools, Virginia	Metropolitan Washington Airports Authority
Bowie, Maryland	Metropolitan Washington Council of Governments
Charles County, Maryland	Montgomery Community College
Charles County Public Schools, MD	Montgomery County, Maryland
Chevy Chase Village, MD	Montgomery County Public Schools, MD
Clark County Administrative Services	Northern Virginia Community College
College Park, Maryland	Northern Virginia Regional Commission
Culpeper County, Virginia	Orange County Public Schools, Virginia
Culpeper County Public Schools	Prince George's County, Maryland
District of Columbia	Prince George's County Public Schools, MD
District of Columbia Courts	Prince William County Public Schools, VA
DC Water and Sewer Authority	Prince William County, Virginia
District of Columbia Schools	Prince William County Service Authority
Fairfax County Water Authority	Rappahannock County Public Schools, VA
Fairfax, Virginia (City)	Rockville, Maryland
Falls Church City Public Schools	Shenandoah County Public Schools, VA
Falls Church, Virginia	Spotsylvania County Schools, Virginia
Fauquier County, Virginia	Stafford County, Virginia
Fauquier County Schools, Virginia	Stafford County Public Schools, Virginia
Fauquier County Water & Sanitation Authority	Takoma Park, Maryland
Frederick City, Maryland	Vienna, Virginia
Frederick County Maryland	Upper Occoquan Sewage Authority
Frederick County Schools, Maryland	Virginia Railway Express
Gaithersburg, Maryland	Washington Suburban Sanitary Commission
Greenbelt, Maryland	Washington Metropolitan Area Transit Authority
Herndon, Virginia	Winchester, Virginia
Leesburg, Virginia	Winchester Public Schools
Loudoun County Sanitation Authority	Others
Loudoun County, Public Schools, VA	
Loudoun County, Virginia	
Madison County Public Schools, VA	
Manassas Park Public Schools, VA	

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

Vendor Name

BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years..

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

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

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box X on line 3.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

Line	<u>SMALL BUSINESS</u>	<u>LARGE BUSINESS</u>	<u>OWNERSHIP</u>
1.	___ B	___ Y	Regardless of Ownership
2.	___ C	___ A	Women-Owned
3.	___ X	___ V	Minority-Owned

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

NAME OF FIRM: _____



COUNTY OF FAIRFAX
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM (SMBEP)
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

Fax: 703-324-3228

SUBCONTRACTOR(S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractor's Name: _____

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

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

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

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

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