

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

TO: Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, MA 02061-9149	DATE ISSUED: AGREEMENT NO: AGREEMENT TITLE:	<u>May 18, 2018</u> <u>18-197-R</u> Hazardous Waste- Assessment Clean-up, Removal and Disposal Services
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THIS IS A NOTICE OF A CONTRACT AWARD AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective May 18, 2018 through June 30, 2022.

The contract documents consist of the terms and conditions of Arlington County's Rider agreement 18-197-R, including any exhibits or attachments.

EMPLOYEES NOT TO BENEFIT:

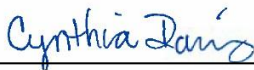
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Kevin Malone	TELEPHONE NO: (301) 939-6000
	EMAIL ADDRESS: malone.kevin@cleanharbors.com
COUNTY PROJECT OFFICER: Shawn Hill	TELEPHONE NO.: (703) 228-4659
	EMAIL ADDRESS: jhill@arlingtonva.us

CONTRACT AUTHORIZATION

AUTHORIZED

SIGNATURE:



DATE: May 18, 2018

NAME: Cynthia Davis

TITLE: Procurement Officer

Distribution: Contractor: 1 Contract Folder: 1 Project Officer: 1 Purchasing Admin: 1

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 18-197-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Clean Harbors Environmental Services, Inc., 42 Long water Drive, Norwell, MA 02061-9149 ("Contractor"), a Massachusetts corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Attachment A (Fairfax County, Virginia, Contract No. 4400007802), Attachment B (Fairfax County, Virginia RFP No. 2000002171) and Attachment C (Fairfax County, Virginia, Notice of Award for Contract No. 4400007802), incorporated herein by reference (collectively, "Contract Documents" or "Contract").

This Agreement rides a competitive procurement process conducted by Fairfax County, Virginia. The Contractor desires to extend to the County the same pricing as the Contractor's agreement with Fairfax County, Virginia.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than JUNE 30, 2022 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Attachment A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents. The primary purpose of the Work is to provide Hazardous Waste -Assessment Clean-up, Removal and Disposal Services.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

10. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

11. WARRANTY

All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

12. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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 any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related 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 nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the 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 comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this 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 marijuana or any other controlled substance 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 or purchase order of over \$10,000.00 relating to this Contract, 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 connection with a specific contract awarded to a contractor by Arlington County, 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.

16. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

18. INDEMNIFICATION and LIMIT OF LIABILITY

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses,

including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract. Contractor shall have no obligation to indemnify the County to the extent that any claim, loss or damage is caused by the County's negligence or willful misconduct.

Neither party shall be liable to the other for indirect, incidental, special or consequential damages, including loss of use or lost profits.

19. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

20. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

21. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

22. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

23. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

24. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

25. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

26. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

27. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

28. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

30. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County

Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

31. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

32. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

33. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

34. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

35. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

36. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

37. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

38. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

39. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

40. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:
Clean Harbors Environmental Services, Inc.
Attn: General Counsel (Urgent Contract
Matter)
42 Longwater Drive
Norwell, MA 02061-9149

TO THE COUNTY:
Johnette Hill
2100 Clarendon Boulevard, Suite 400
Arlington, VA 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

41. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

42. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insured on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for 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, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

AUTHORIZED
SIGNATURE: Cynthia Davis

AUTHORIZED
SIGNATURE: Timothy M. Olson

NAME AND
TITLE: MICHAEL E. BEVIS
PURCHASING AGENT

NAME AND
TITLE: Timothy M. Olson District VP

DATE: 4/19/18

DATE: 4/18/2018



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: **JUL - 7 2017**

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061-9149

Attention: George L. Curtis, Executive Vice President

Reference: RFP2000002171, Hazardous Waste-Assessment Clean-up, Removal and Disposal Services

Dear Mr. Curtis:

ACCEPTANCE AGREEMENT

Contract Number: 4400007802

This Acceptance Agreement signifies a contract award for Hazardous Waste – Assessment, Clean-up, Removal and Disposal Services, as indicted below.

Primary Award: Services in response to land born, mercury, and biological incidents.

Secondary Award: Services in response to water and transportation incidents.

The period of the contract is from Date of Award through June 30, 2022.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement; and
- 2) The Attached Memorandum of Negotiation.

Secondary Contractor may be engaged when the Primary Contractor cannot respond within the time frame specified in RFP Special Provisions, paragraph 6 titled Delivery/Time of Performance.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide, to the Contract Specialist, your Insurance Certificate according to Special Provisions paragraph 21 and item 4 of the Memorandum of Negotiation within ten (10) days of receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Yong Kim at (703) 324-3217 or via e-mail at yong.kim@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

AW

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATION RFP 2000002171

The County of Fairfax (hereinafter called the County) and Clean Harbors Environmental Services, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract **4400007802**. The final contract contains the following items:

- a. County's Request for Proposal RFP 2000002171 and all Addenda;
- b. Contractor's Technical proposal and Cost Proposal dated February 10, 2017;
- c. This Memorandum of Negotiations; and
- d. Any subsequent amendments to the Contract.

In addition, the County and the Contractor agreed to the following:

1. The County accepts the following proposed exceptions from the Contractor's Technical Proposal dated February 10, 2017. All other exceptions are not accepted and will be removed from Contractor Technical Proposal dated February 10, 2017.
 - General Conditions and Instructions to Bidders, Section 43, Price Reduction is removed.
 - General Conditions and Instructions to Bidders, Section 58, Payment, Payment terms are set to Net 30 days.
2. To raise the per occurrence/aggregate amount found in Special Provisions, paragraph 21.2.c., of the RFP 2000002171 for Automobile Liability insurance from \$1,000,000 to \$5,000,000.00.
3. To remove and replace Special Provisions, paragraph 21.2.d., RFP 2000002171 with the paragraph below:

Environmental/Pollution Liability insurance in the amount of \$5,000,000 per occurrence to cover the contractor in the event of release of pollutants into the environment.
4. To add the following paragraph to RFP 2000002171 Special Provisions paragraph 21, Insurance:

21.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
5. Contractor will waive the \$125.00 document preparation fee (ref. page 13, paragraph 14 Field Services Rates/Fairfax County Supplemental Rates, Pricing Conditions).
6. Contractor will withdraw the 4 hour/\$2000 minimum charge from paragraph 8 of the Contractors Field Services Rates/Fairfax County Supplement Rates, Pricing Conditions (Ref. page 13 of Clean Harbors Cost Proposal) with the understand that the County will pay any incurred mobilization charges should the County cancel a job, and our personnel and equipment have already been dispatched.



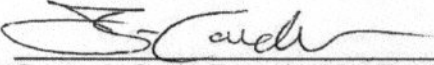
County of Fairfax, Virginia

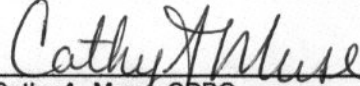
To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

7. The following are clarification points:

- Travel, per diem, and subsistence costs are not included in our labor pricing, and were therefore not included in the labor cost buildup tables submitted with our cost proposal. As noted in the supplemental rates, our per diem is \$190.00 per day and covers cost of lodging, meals, and related costs. This is a standard fee charged across all regions of the country and is market based, and not a cost build up item. With our offices located in close proximity, it is extremely unlikely that per diem would ever be charged. It would only be incurred in the event of a catastrophic event that requires mobilization of personnel from outside the region.
- The "X" in items 26, 56, 65 and 66 of the contractor's Cost Proposal (Appendix E) are for items not generally required for emergency response and not provided by Clean Harbors. These rates should have been listed as N/A rather than with and X.
- Item 67 is listed as time and materials for mobilization, and the rates are all other rates provide as part of the contractor's cost proposal in Appendix E and the supplemental rate sheet. As an example, should a task be called in that requires the mobilization of two Field Technician (item 62 at \$36.00 per hour per technician) and a Straight Truck (Item 70 at \$77.00 per hour), the mobilization fee would be $\$36.00 + \$36.00 + \$77.00 = \$142.00/\text{hour}$ for the travel time to and from our office to your job site.
- The supplemental rates are additional items that we are offering pricing for. Should any of these times be required as part of an Emergency Response during the term of the contract.
- The Field Services Rates/Fairfax County Supplemental Rates, Pricing Conditions on page 13 of the Contractor Cost Proposal apply to all rates, both on the Appendix E, and on the supplemental price schedule.

ACCEPTED BY:

Jim Cardone

George L. Curtis, Executive Vice President
Clean Harbors Environmental Services, Inc.


Cathy A. Muse, CPPO
Director/County Purchasing Agent

June 28, 2017
Date

7/6/17
Date

PRE-PROPOSAL CONFERENCE

RFP 2000002171

An optional pre-proposal conference will be held at 10:00 a.m. on January 27, 2017 at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 7, Fairfax Virginia 22035. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract specialist at dpsmteam1@fairfaxcounty.gov prior to the pre-proposal conference



FAIRFAX COUNTY

DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

VIRGINIA

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

ISSUE DATE: January 13, 2017	REQUEST FOR PROPOSAL NUMBER: RFP2000002171	TITLE: Hazardous Waste-Assessment Clean-up, Removal and Disposal Services
DEPARTMENT: Fire and Rescue	DUE DATE/TIME: February 16, 2017 @ 2:00 p.m.	CONTRACT SPECIALIST: Yong Kim/703-324-3217 or Yong.Kim@fairfaxcounty.gov

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

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

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole Proprietor)

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

State Corporation Commission (SCC) Identification No.

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

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: LARGE (Y) SMALL (B)

MINORITY-OWNED SMALL (X) MINORITY OWNED LARGE (V) WOMEN-OWNED SMALL (C)

WOMEN OWNED LARGE (A) NON PROFIT (9)

CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION

State in which Incorporated: _____

Vendor Legally Authorized
Signature

Date

Print Name and Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS

1. SCOPE OF SERVICES:

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of Hazardous Materials and/or Waste Assessment, Clean-up, Removal and Disposal Services by the County of Fairfax, Virginia.

2. PRE-PROPOSAL CONFERENCE:

- 2.1. An optional pre-proposal conference will be held on January 27, 2017 at 10:00 A.M. in the Fairfax County Government Center, Conference Center Room 7, 12000 Government Center Parkway, Fairfax, Virginia 22035. To request reasonable ADA accommodations, call the Department of Procurement and Material Management ADA representative at (703) 324-3201 or TTY 711. Please allow two 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 offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to yong.kim@fairfaxcounty.gov.

3. CONTRACT PERIOD AND RENEWAL:

- 3.1. This contract will begin on June 1, 2017, or date of award, whichever is later, and terminate five years from date of award or on June 30, 2022.
- 3.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. BACKGROUND:

- 4.1. Hazardous materials have become commonplace in the daily activities of citizens and businesses. As the usage increases, there is a corresponding rise in hazardous waste and an increased risk of accidental exposure to citizens and the environment. In addition, accidental spills and leaks of hazardous materials and/or hazardous waste can and do occur in fixed facilities and when transported through the County via roads and highways, railroads and pipelines. Prior to this solicitation, any incident which required the handling, packaging, transportation and disposal of hazardous materials and/or hazardous waste were performed through a contract directed primarily at household hazardous waste management. The County has determined that any incident, land born and/or air born and/or water born, that causes exposure to hazardous materials and/or hazardous waste to the citizens or the environment, i.e., illegal dumping and disposal, leaks/spills of petroleum products, etc., requires greater assistance in the additional areas of containment, identification, mitigation and clean-up and should therefore be under a separate contract. The county also recognizes that a land born incident, an air born incident, and a water born incident require different types and levels of expertise.
- 4.2. This is a request to award a new contract to replace the current contracts, 4400003263 & 4400003264. The prices can be viewed at our contract register www.fairfaxcounty.gov/cregister/ by entering the current contract numbers 4400003263 or 4400003264 in the contract number field.

SPECIAL PROVISIONS

5. TASKS TO BE PERFORMED:

- 5.1. Qualified offerors are encouraged to submit a proposal to identify and classify the hazardous material, hazardous waste, and/or regulated substance; identify the correct disposition of the material, waste or substance; safely cleanup the contaminated area; correctly package and label the material, waste or substance; and transport the material, waste or substance to an identified, approved disposal facility under emergency and non-emergency conditions.
- 5.2. Identification and Characterization. The site products and any other exposed materials shall be evaluated for chemical identification and/or characterization and the scope, extent, amount of and concentration of the chemical. Analysis of the soil, water, and air may be required.
- 5.3. Containment and Stabilization. When necessary under emergency conditions and as directed by the Fire and Rescue Department, the contractor may be required to contain the product and stabilize the affected area and any containers or equipment.
- 5.4. Clean-up. As directed and supervised by the Fire and Rescue Department, the contractor may be required to clean-up the affected area.
- 5.5. Classification. The chemical shall be classified using the United Nations classification number and level and/or other appropriate regulatory classification method based on the type of material identified. The material, waste, or substance shall be classified for transportation and storage/disposal and shall be segregated according to compatibility.
- 5.6. Packaging and Labeling. Packaging and labeling shall be in accordance with all Department of Transportation (DOT), Environmental Protection Agency (EPA), and Virginia Department of Environmental Quality regulations, as well as applicable federal, state and local regulations.
- 5.7. Handling and Transportation. Handling and transportation shall be in accordance with all Department of Transportation (DOT), Environmental Protection Agency (EPA), and Virginia Department of Environmental Quality regulations, as well as other federal, state and local regulations.
- 5.8. Storage and Disposal. Storage and disposal shall be at approved and permitted locations and by methods that ensure compliance with all municipal, state, and federal regulations.
- 5.9. Report. Upon completion of the cleanup, the contractor shall provide to Hazardous Materials and Investigative Services Section of the Fire Prevention Division of the Fire and Rescue Department a complete report of the scope of the clean-up/response. The report will contain the identification, classification, packaging and labeling, handling and transportation, and exact disposition of the hazardous material, hazardous waste, and/or regulated substance, as appropriate. The disposition shall include the type, method, date and site of disposal of the product. The contractor will comply with any and all municipal, state or federal regulatory reporting requirements and will provide a report and/or manifest, as indicated.

6. DELIVERY/TIME OF PERFORMANCE:

- 6.1. Services shall be performed at the site designated by representatives of Hazardous Materials and Investigative Services Section of the Fire Prevention Division of the Fire and Rescue Department or the Incident Commander at the scene of a hazardous material release.
- 6.2. Services shall be categorized as "emergency" or "non-emergency."
- 6.3. Non-emergency response time, unless otherwise indicated by Hazardous Materials and Investigative Services Section in writing, shall be within two (2) days of verbal notification to the contractor by a designated representative of the Fairfax County Fire and Rescue Hazardous Materials and Investigative Services Section.

SPECIAL PROVISIONS

- 6.4. Fairfax County may, on occasion, require emergency, on-site service. This service shall include all service requirements as listed herein for land, water, and air releases. Service shall commence, at the site, within one and one half-hours (1-½ hours) after the call is placed and will include a company representative who has the ability to make decisions. Emergency service must be available on a twenty-four (24) hour basis, seven (7) days a week. All emergency/non-emergency operations shall be conducted in compliance with the appropriate sections of OSHA 1910.120, Hazardous Waste Operations and Emergency Response. Additional charge, if any, shall be indicated in the space provided on the Pricing Schedule.
- 6.5. In those hazardous material incidents wherein Hazardous Materials and Investigative Services Section staff determine that long-term cleanup is required, the Contractor shall provide a detailed clean up and disposition plan for the site. The clean-up plan will be based on the preliminary clean-up plan submitted with the technical proposal including any modifications made during proposal evaluation discussion. The plan must contain detailed descriptions of all tasks to be performed and a timetable for each task including costs for each subset of tasks. (All reports shall be two-sided and printed on paper made with or out of recycled materials).
- 6.6. In those hazardous material incidents wherein disposal cannot be accomplished immediately, it is the responsibility of the Contractor to appropriately and legally store and maintain the material until such time as appropriate and legal disposal can be accomplished.
- 6.7. During the course of this contract, it is incumbent on the Contractor to fully communicate to Hazardous Materials and Investigative Services Section staff and other state or federal agencies not less than weekly the project status and to attend briefing meetings, as required by the Hazardous Materials and Investigative Services Section.
- 6.8. The Hazardous Materials and Investigative Services Section reserve the right to approve/disapprove the approach and specific procedures as outlined by the contractor for the cleanup of a specific area.
- 6.9. The contractor will pay to the County any and all costs incurred, penalties, and damages assessed to the County for:
- a. Failure to properly store and/or dispose of the hazardous materials/hazardous waste as described in Special Provisions paragraph 6.5 above.
 - b. Failure to adhere to the clean-up plan timetable as described in Special Provisions paragraph 6.5 above.

7. DISPOSAL/TITLE:

- 7.1. Each Offeror shall furnish, with their proposal, a detailed outline of the method and disposal site that will be used to dispose of the hazardous material, hazardous waste, and/or regulated substance. This outline shall include the current applicable municipal, state, and federal guidelines. It shall also include the U.S. EPA Identification Number and address of the proposed site. If any of the material is to be recycled, the name and address of the recycler shall be provided.
- 7.2. In addition to release sites throughout the County, the Contractor may be required to pick up and/or remove hazardous material, hazardous waste, and/or regulated substance at the following designated sites.
- a. Fairfax County Department of Public Works
I-66 Transfer Station
4618 West Ox Road
Fairfax, Virginia 22030

SPECIAL PROVISIONS

- b. Fairfax County Department of Public Works
I-95 Landfill
9850 Furnace Road
Lorton, Virginia 22079
 - c. Fairfax County Fire and Rescue Department
Training Academy
4600 West Ox Road
Fairfax, Virginia 22030
 - d. Fairfax County Department of Public Works
Lower Potomac Pollution Control Plant
9399 Richmond Highway
Lorton, Virginia 20079
 - e. Any of the Fire and Rescue Department's Stations locations (currently 38 locations) within Fairfax County.
- 7.3. To insure that Fairfax County relinquishes all responsibility for the materials, title to the material shall be passed to the contractor once the contractor has removed the material from the Fairfax County site. This provision applies to the maximum extent that the law allows. In all cases the responsibility for the safe, legal and appropriate, storage, transportation and disposal is the responsibility of the contractor.
- 7.4. In those cases where disposal of the hazardous material cannot be accomplished immediately, proper storage of the hazardous material and/or hazardous waste is the responsibility of the contractor.
- 7.5. Once disposal of the hazardous material has been completed, copies of all manifests and disposal receipts shall be provided to Hazardous Materials and Investigative Services Section.

8. REPRESENTATIONS OF CONTRACTOR:

- 8.1. The Contractor represents and warrants:
- a. That the Contractor is financially solvent and is experienced in and competent to perform the type of work or to furnish the plans, paper work, materials, supplies or equipment to be so performed or furnished by the Contractor; and
 - b. That the Contractor is familiar with all federal, state, municipal and department laws, ordinances, and regulations which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part.
- 8.2. The Contractor shall provide a list of any/all violations issued and/or pending legal action within the past twenty-four (24) months which pertain to the scope as set forth in paragraph 1.1, Scope of Contract.

9. TYPES OF SUBSTANCES COVERED BY THIS CONTRACT:

- 9.1. The types of substances covered by this contract include but are not limited to:
- a. Positive carcinogens.
 - b. Potential or suggested carcinogens.
 - c. Chemicals/chemical wastes which constitute a toxic and/or fire hazard or unusual hazard or unknown hazard when mixed with other chemicals or otherwise contaminated.

SPECIAL PROVISIONS

- d. Any material or waste containing any material that is categorized in one or more of the hazardous classes per 49 CFR Part 173 to include flammable liquids, combustible liquids, flammable solids, oxidizers, organic peroxides, corrosive materials, flammable gases, nonflammable gases, poison gases, poison liquids, poison solids, irritating materials, etiologic agents, radioactive materials, other regulated materials (ORM), explosives and blasting agents – all classes. All of these hazard classifications are defined in 49 CFR Part 173.
- e. Contaminated materials to include, but not limited to, clothing, equipment, etc.
- f. Gas cylinders.
- g. Contaminated soil.
- h. Contaminated liquids.
- i. Any listed or characteristic hazardous waste.
- j. Medical waste and/or biohazards.

10. TECHNICAL PROPOSAL INSTRUCTIONS:

The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

10.1. Introduction:

- a. Cover Sheet (DPMM32)
- b. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.

10.2. Understanding of the problem and technical approach:

- a. Statement and discussion of the requirements as they are analyzed by the offeror.
- b. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
- c. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
- d. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

10.3. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

SPECIAL PROVISIONS

10.4. Treatment of the Issues:

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Tasks to be Performed" section, and may propose alternative approaches.

10.5. Statement of Qualifications:

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.

- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
- e. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.

Note: The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

10.6. Fairfax County Documents:

- a. All the Appendix B documents
- b. All the Appendix C documents
- c. All the Appendix D documents
- d. All issued Addenda

11. CONSULTATION SERVICES:

- 11.1. The contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

SPECIAL PROVISIONS

12. COST PROPOSAL INSTRUCTIONS:

- 12.1. The offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Price Summary Sheet – appendix E). The following information should be submitted as part of the cost proposal:

The cost of each task or segment of the task shall be itemized.

- a. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if price differ.
- b. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- c. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
- d. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

Caution: Failure to break down cost elements may render the Cost proposal non-responsive.

- 12.2. The itemized cost of the cleanup, handling, packaging and disposal for the scenarios (Land Born, Water Born, Small Transportation Spill, Mercury Thermometer Release, Biological) will be included in the cost proposal.

13. PRICING:

- 13.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.
- 13.2. 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.).
- 13.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

14. TRADE SECRETS/PROPRIETARY INFORMATION:

- 14.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 14.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.
- 14.3. Appendix C is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclose under the Virginia Freedom of information Act.

SPECIAL PROVISIONS**15. CONTACT FOR CONTRACTUAL MATTERS:**

- 15.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Yong Kim, Contract Specialist II
Department of Procurement and Material Management
Telephone: (703) 324-3217
E-mail: yong.kim@fairfaxcounty.gov

- 15.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 20.3).

16. REQUIRED SUBMITTALS:

- 16.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

17. SUBMISSION OF PROPOSAL:

- 17.1. One (1) original (duly marked) and six (6) copies of the Technical proposal, and one (1) original (duly marked) and six (6) copies of the Cost proposal (Appendix E) shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. It is requested that an additional one copy of the proposal be provided as an electronic thumb drive. The offeror must include a notarized statement that the thumb drive version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Department of Procurement and Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: 703-324-3201

- 17.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Department of Procurement and Material Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or as instructed on the addenda. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at <http://www.fairfaxcounty.gov/solicitation/>.
- 17.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 17.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 17.5. Each original and set of the five (5) copies of the proposal shall consist of:
- Technical proposal as required in the Special Provisions, paragraph 10, **TECHNICAL PROPOSAL INSTRUCTIONS**.

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- b. Cost proposal as required in the Special Provisions paragraph 12, **COST PROPOSAL INSTRUCTIONS**. (Appendix E should be included in the Cost proposal).
- 17.6. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

18. LATE PROPOSALS:

- 18.1. Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

19. PERIOD THAT PROPOSALS REMAIN VALID:

- 19.1. Proposals will remain valid for a period of one-hundred and sixty days (160) calendar days after the date specified for receipt of proposals.

20. BASIS FOR AWARD:

- 20.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 20.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 20.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 15.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 20.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 20.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 20.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Qualification of firm with appropriately qualified and experienced personnel **(10 points)**.

SPECIAL PROVISIONS

- b. Details of how of the Special Provisions, Section 5, **TASKS TO BE PERFORMED**, will be met **(35 points)**.
 - c. Detailed response to Special Provisions, Section 10, **TECHNICAL PROPOSAL INSTRUCTIONS (15 points)**.
 - d. Details of the approach and methodology of program as identified in Special Provisions, paragraph 6, 7 & 8 and Appendix D **(30 points)**.
 - e. Reasonableness of cost proposal(s) **(10 points)**.
- 20.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 20.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 20.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 20.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 20.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

21. INSURANCE:

- 21.1. The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 21.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's 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, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, 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 contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.

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- c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
 - d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - f. Rating Requirements:
 - 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
 - 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - g. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
 - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
 - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.
- 21.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty day written notice to the County Purchasing Agent and/or Risk Manager. 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.
- 21.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

22. METHOD OF ORDERING:

- 22.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 22.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 22.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.

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- 22.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 22.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

23. REPORTS AND INVOICING:

- 23.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 23.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
 - a. Employee name;
 - b. The name of the County department;
 - c. Date of services
 - d. The type of services; and,
 - e. The itemized cost for each item/service.
- 23.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 23.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

24. PAYMENTS:

- 24.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 5, **TASKS TO BE PERFORMED**.

25. CHANGES:

- 25.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 25.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

26. DELAYS AND SUSPENSIONS:

- 26.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

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- 26.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 26.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

27. ACCESS TO AND INSPECTION OF WORK:

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

28. PROJECT AUDITS:

- 28.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
 - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 28.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 28.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 28.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 28.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

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29. DATA SOURCES:

- 29.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

30. SAFEGUARDS OF INFORMATION:

- 30.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

31. ORDER OF PRECEDENCE:

- 31.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

32. SUBCONTRACTING:

- 32.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us>; local chambers of commerce and other business organizations.
- 32.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

33. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 33.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 33.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 33.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 33.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 33.5. 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.

SPECIAL PROVISIONS**34. NEWS RELEASE BY VENDORS:**

- 34.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

35. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 35.1. 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.
- 35.2. 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 at (703) 324-3201 or TTY: 711. Please allow two (2) working days in advance of the event to make the necessary arrangements.

36. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

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

37. PERMITS AND LICENSES:

- 37.1. The Contractor shall be solely responsible for complying with any applicable federal, state and municipal laws, codes and regulations that may be required under this solicitation.

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 PROCUREMENT & MATERIAL MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

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

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

2. DEFINITIONS-

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

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

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

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

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

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

COUNTY: County of Fairfax.

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

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

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

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

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

QUICK QUOTE (QQ): A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.

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

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

General Conditions and Instructions to Bidders

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

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

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

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

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

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

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Procurement and Material Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

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

General Conditions and Instructions to Bidders

- 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.
- 6. ERRORS IN BIDS-**When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS** – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.
- 8. COMPLETENESS-**To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-**Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS-**Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART-**Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS-**For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID-**Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING-**All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Procurement & Material Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpmm/bidtabs/>. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
- 15. OMISSIONS & DISCREPANCIES-**Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
- 16. RESPONSE TO SOLICITATIONS-**In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.
- 17. BIDDER INTERESTED IN MORE THAN ONE BID-**If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

General Conditions and Instructions to Bidders

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

General Conditions and Instructions to Bidders

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

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

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

27. PROMPT PAYMENT DISCOUNT-

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

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

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

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

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

CONTRACT PROVISIONS

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

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

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

General Conditions and Instructions to Bidders

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

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

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

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

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

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

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

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

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

41. SMALL AND MINORITY BUSINESS UTILIZATION

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- B Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

General Conditions and Instructions to Bidders

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

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

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

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

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

DELIVERY PROVISIONS

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

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

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

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.

General Conditions and Instructions to Bidders

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

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

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

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

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

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

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

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

BILLING

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

PAYMENTS

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

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

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

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

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

General Conditions and Instructions to Bidders

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

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

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

64. OFFICIALS NOT TO BENEFIT-

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

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

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

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

General Conditions and Instructions to Bidders

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- 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.

General Conditions and Instructions to Bidders

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

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

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

76. PROFESSIONAL AFFILIATION-The Department of Procurement & Material 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.

General Conditions and Instructions to Bidders

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

78. VENUE: This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

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

80. CONTRACTOR NOT TO BENEFIT: Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____
Telephone Number: () _____
E-Mail Address: _____

Fiscal Representative: _____
Telephone Number: () _____
E-Mail Address: _____

Payment Address, if different from above:

Purchase Order Address, if different from above:

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder:

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

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

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

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

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

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

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

Signature

Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

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

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

Printed Name of Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

Listing Of Local Public Bodies

REFERENCE PARAGRAPH 33 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

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

Complete and return this form with your proposal.

Vendor Name

BUSINESS CLASSIFICATION

DEFINITIONS

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

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

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

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPMM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.



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

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification: _____

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 32, Special Provisions). Please complete this form and return it with your submission.

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

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal.

Certification Regarding Ethics in Public Contracting

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

Check one:

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

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

If 2 is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder/Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2-4342(F)

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2 4342(F)

This form is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

a) Submission of this form with or without other reference to Article 2, Section 4.D.3 of the Purchasing Resolution or Va. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.

b) Identify the specific data or other material for which protection is sought. Suggested forms of designation include: listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g. "all portions of the Proposal marked "Proprietary" or "Trade Secret"). NOTE: The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

c) For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary. NOTE: Your explanation must do more than simply stating the materials are "proprietary," or "trade secrets," or "not publically available." You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

REQUIRED INFORMATION

- Normal Response Time _____ hours after placement of call.
(Reference: Special Provisions, paragraph 6.3)

- Emergency Response Time _____ hours after placement of call.
(Reference: Special Provisions, paragraph 6.4)

- Disposal Location(s) which will be used for this contract.
(Reference: Special Provisions, paragraph 7.1)

LAND BORN SCENARIO

(This scenario will be included as part of the Technical Proposal)

Accidental damage to a 500 gallon dip tank at ABC metal Finishers releases 200 gallons of sulfuric acid. The acid is contained within a concrete sump area surrounding the tank. The tank is inside a one story, masonry warehouse protected from the weather. Assessment by the hazmat team indicates the potential for total failure of the tank. Therefore, spilled acid and acid remaining in the tank must be removed. (Attachment II, Picture 1)

ASSUMPTIONS:

1. ABC Metal Finishers is unable to obtain assistance from acid supplier.
2. The cleanup includes proper disposal of acid and all materials used.

REQUIREMENTS:

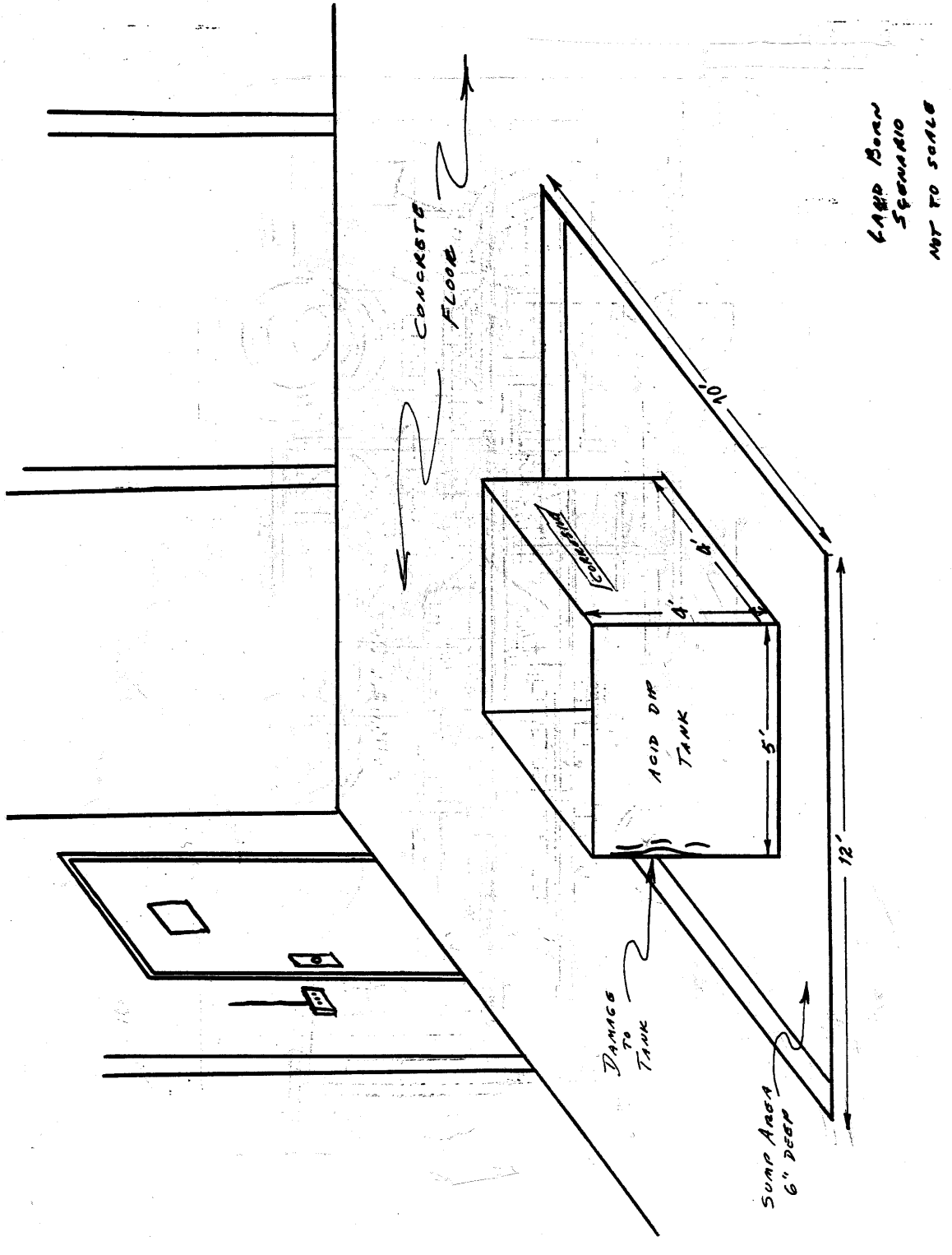
Based on the above scenario and assumptions, provide the following information:

1. Explain the approach used to clean up the area.
2. Explain why this approach was used.
3. Any additional assumptions made regarding the incident.

The answer to Question 4 will be included separately in the Cost Proposal and will not be included with the answers to questions 1 through 3 in the Technical Proposal.

4. An itemized cost of the cleanup, handling, packaging and disposal.
(Cost will be included separately in Cost Proposal, not in Technical Proposal.)

Attachment II, Picture 1



WATER BORN SCENARIO

(This scenario will be included as part of the Technical Proposal)

Pipe failure of fuel pump at Water view Marina discharges 1,000 gallons of diesel fuel in the river. Fire and Rescue hazmat team deploys 800 linear feet of harbor booms to contain the product. Ten (10) bundles of absorbent pads are deployed to collect the product contained in the boom area. (Attachment III, Picture 1)

ASSUMPTIONS:

1. The substance is a petroleum product (#2 fuel oil).
2. The cleanup includes disposal of materials used in the containment.

REQUIREMENTS:

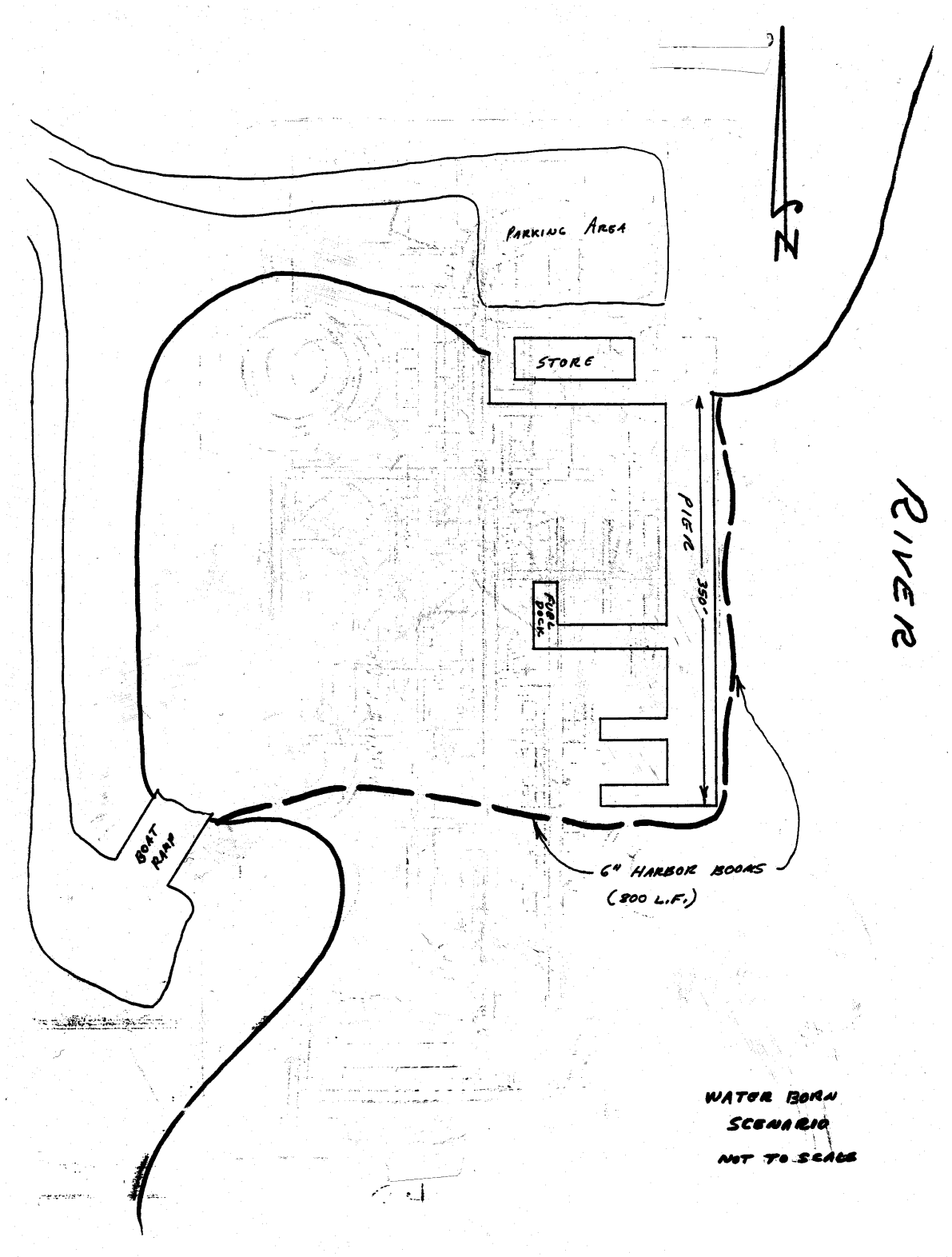
Based on the above scenario and assumptions, provide the following information:

1. Explain the approach used to clean up the area.
2. Explain why this approach was used.
3. Any additional assumptions made regarding the incident.

The answer to Question 4 will be included separately in the Cost Proposal and will not be included with the answers to questions 1 through 3 in the Technical Proposal.

4. An itemized cost of the cleanup, handling, packaging and disposal.
(Cost will be included separately in Cost Proposal, not in Technical Proposal.)

Attachment III, Picture 1



SMALL TRANSPORTATION SPILL

(This scenario will be included as part of the Technical Proposal)

An 18-wheeler crashed on the interstate and lost 150 gallons of diesel fuel. The fuel spilled onto the interstate, pooled on the shoulder, soaked into the soil, and spilled over into a slow moving stream. The hazmat team used 5 pillows and a 4 inch by 6 foot boom to contain the spill.

ASSUMPTIONS:

1. The product is diesel fuel.
2. The cleanup includes the highway, shoulder, soil, and stream and proper disposal of all materials used.

REQUIREMENTS:

Based on the above scenario and assumptions, provide the following information:

1. Explain the approach used to clean up the area.
2. Explain why this approach was used.
3. Any additional assumptions made regarding the incident.

The answer to Question 4 will be included separately in the Cost Proposal and will not be included with the answers to questions 1 through 3 in the Technical Proposal.

4. An itemized cost of the cleanup, handling, packaging and disposal.
(Cost will be included separately in Cost Proposal, not in Technical Proposal)

Mercury Thermometer Release Scenario

(This scenario will be included as part of the Technical Proposal)

Description:

A mercury thermometer was broken accidentally by the homeowner. There days later the Fire Department is summoned to the residence after the homeowner has become concerned for the family's safety.

The thermometer was broken on the floor of the upstairs master bedroom. The homeowner and their children still occupy the home. The Hazardous Materials Response Team has performed electronic metering and found levels of mercury vapors in excess of 10.0 mcgr of mercury throughout the entire home.

The EPA Mercury Response Guidelines recommends that the house be evacuated immediately.

Assumptions:

1. There has been a release of mercury in the home.
2. It is unknown the extent of the mercury contamination in the home.
3. The clean-up includes all areas in the home where mercury is found in the home and proper disposal of all materials.

Requirements:

Based on the above scenario and assumptions provide the following information:

1. Explain the approach used to identify and clean up mercury materials found in the home and its contents.
2. Explain why this approach is used.
3. Any additional assumptions made regarding the incident.

The answer to Question 4 will be included separately in the Cost Proposal and will not be included with the answers to questions 1 through 3 in the Technical Proposal.

4. An itemized cost of the cleanup, handling, packaging and, disposal.
(Cost will be included separately in Cost Proposal, not in Technical Proposal).

Biological Scenario

(This scenario will be included as part of the Technical Proposal)

Description:

An individual diagnosed with a mental disorder has entered into a business facility. While experiencing an episode the individual has used powered equipment, found in the business, to remove a limb from his body. Before assistance could be brought to the individual, several pints of human blood have spread throughout the room where this event has occurred. The powered equipment has also spread several pints of blood and an undetermined amount of human tissue.

Assumptions:

1. Human body part(s), blood, tissue, and biological material have been released and spread throughout the area.
2. The clean-up includes all areas in the structure and its contents where human body part(s), blood, tissue, and biological material is found including the proper disposal of all materials.

Requirements:

Based on the above scenario and assumptions provide the following information:

1. Explain the approach used to identify and clean up all area in the structure and its contents where human body part(s), blood, tissue, and biologic material are found.
2. Explain why this approach is used.
3. Any additional assumptions made regarding the incident.

The answer to Question 4 will be included separately in the Cost Proposal and will not be included with the answers to questions 1 through 3 in the Technical Proposal.

4. An itemized cost of the cleanup, handling, packaging and, disposal.
(Cost will be included separately in Business Proposal, not in Technical Proposal).

Violation/Citations.

(Reference: Special Provisions, paragraph 8.2)

U.S. EPA Identification Number and address of the proposed site:

(Reference: Special Provisions, paragraph 7.1)

Please specify capabilities:

Land Born _____

Water Born _____

Air Born _____

DOT approved CFR Title 49, Section 178.68 (Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent.")					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
MATERIALS					
1.	85 Gallon Salvage Drum	Each			
2.	55 Gallon Drum Steel	Each			
3.	Reconditioned Steel Poly	Each			
4.	30 Gallon Fiber (new)	Each			
5.	5 Gallon Pail	Each			
6.	Absorbents, Granular	Each			
7.	Absorbents, Clay	Each			
8.	Absorbents, Polypropylene	Each			
9.	Absorbents, Organic	Each			
10.	Liners, 4 mil, polyliners for 55 Gallon Drum	Each			
11.	Reactive Bags, 1 gallon	Each			
12.	DOT Labels	Each			
13.	EPA Labels	Each			
14.	Sample Bottles, Glass, 1 liter	Each			
15.	Drum Thief	Each			
16.	Disposal Coliwassa	Each			
17.	Protective Coveralls, Tyvek	Each			
18.	Protective Coveralls, Saranex	Each			
19.	Protective Coveralls, Barricade	Each			
20.	Protective Coveralls, Other (specify) _____	Each			
21.	Booms, 6" float/12" skirt	Ft			
22.	Booms, 4" float/6" skirt	Ft			
23.	Booms, Absorbent Booms 8"x10"	Ft			
24.	Pads	Each			
25.	Pillows	Each			
26.	Socks	Each			
PROTECTIVE GEAR				Per Ensemble	Per Ensemble
27.	A Full Encapsulation				
28.	B Acid Splash Protection with Self-Contained Breathing Apparatus				
29.	C Acid Splash Protection with Approved Respirator Mask				
30.	D Chemical Work Clothing				
LABORATORY ANALYSIS					
31.	EP Toxicity; Extractions	Test			
32.	Ignitability	Test			
33.	Reactivity	Test			
34.	Corrosivity	Test			
35.	PCB	Test			
36.	Percent Solid	Test			
37.	BTU/lb.	Test			
38.	Flashpoint	Test			
39.	Total Cyanide	Test			
40.	Total Metals	Test			

DOT approved CFR Title 49, Section 178.68 (<i>Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent."</i>)					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
41.	Specific Gravity	Test			
42.	Suspended Solids	Test			
43.	BTEX	Test			
44.	TPH	Test			
45.	Radioactive	Test			
EPA PRIORITY POLLUTANTS					
46.	Volatile Organics	Test			
47.	Acid/Bases Neutral	Test			
48.	Pesticides	Test			
49.	PCB	Test			
50.	Heavy Metals	Test			
51.	Total Cyanide	Test			
52.	Total Phenol	Test			
LABOR					
53.	Project Manager	Hour			
54.	Project Consultant	Hour			
55.	Project Administrator	Hour			
56.	Industrial Hygienist	Hour			
57.	Health & Safety Technician	Hour			
58.	Field Chemist	Hour			
59.	Equipment Operator	Hour			
60.	Labor	Hour			
61.	Clerical	Hour			
62.	Chemical Technician	Hour			
63.	Field Technician	Hour			
64.	Emergency Response Manager	Hour			
65.	Geologist/Hydrogeologist	Hour			
66.	Engineer	Hour			
67.	Mobilization Charges to Fairfax County	Day			
EQUIPMENT					
68.	Emergency Response Van	Day			
		Mile			
69.	Tanker Wagon	Day			
		Mile			
70.	Straight Trucks	Day			
		Mile			
71.	Auto	Day			
		Mile			
72.	Backhoe	Day			
		Mile			
73.	Loader	Hour			
		Min chg			
74.	Demolition Trailer	Hour			
		Min chg			
75.	Electric Drum Pump	Hour			
		Min chg			
76.	PCB Pump	Hour			
		Min chg			
77.	Corrosive Caustic Pump	Hour			

DOT approved CFR Title 49, Section 178.68 (Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent.")					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
		Min chg			
78.	Flammable Transfer Pump	Hour			
		Min chg			
79.	Photo Ionization Detection Meter (PID)	Hour			
		Min chg			
80.	Combustible Gas Indicator/ Multi Gas Detector	Hour			
		Min chg			
81.	Flame Ionization Detector	Hour			
		Min chg			
82.	Radiological Monitor	Hour			
		Min chg			
83.	Oil Skimmer	Hour			
		Min chg			
84.	MSCG	Hour			
		Min chg			
85.	Pressure Washer	Hour			
		Min chg			
86.	Mercury Vapor Meter	Hour			
		Min chg			
87.	Mercury Indication Dye	Hour			
		Min chg			
TRANSPORTATION				LOADED MILE	LOADED MILE
88.	Tanker (5,500 gallon)	Mile			
89.	Vacuum Tanker (5,500 gallon)				
90.	Roll-Off Box, 20 cubic yards				
91.	Roll-Off Box, 30 cubic yards				
92.	Roll-Off Box, 40 cubic yards				
93.	Van (44 foot)/20 cubic yards				
94.	Dump Trailer, 20 cubic yards				
95.	Dump Trailer, 30 cubic yards				
96.	Dump Trailer, 40 cubic yards				
DISPOSAL COSTS - includes "approved disposal" landfill charges					
97.	Minimum Order Charge	Min chg			
98.	Lab Pack – Landfill				
99.	55 Gallon	Drum			
100.	30 Gallon	Drum			
101.	5 Gallon	Drum			
Lab Pack – Incineration					
102.	55 Gallon	Drum			
103.	30 Gallon	Drum			
104.	20 Gallon	Drum			
105.	5 Gallon	Drum			
Lab Pack – PCB					
106.	55 Gallon	Drum			
107.	30 Gallon	Drum			
108.	20 Gallon	Drum			
109.	5 Gallon	Drum			
Non-Hazardous Materials					
110.	55 Gallon	Drum			
111.	30 Gallon	Drum			

DOT approved CFR Title 49, Section 178.68 (Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent.")					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
112.	20 Gallon	Drum			
Waste Oil					
113.	55 Gallon	Drum			
114.	30 Gallon	Drum			
115.	20 Gallon	Drum			
116.	Gas Cylinders	Cylin			
Solids – Landfill					
117.	85 Gallon	Drum			
118.	55 Gallon	Drum			
119.	30 Gallon	Drum			
Liquids – Landfill					
120.	85 Gallon	Drum			
121.	55 Gallon	Drum			
122.	30 Gallon	Drum			
123.	Disposal of Capacitors with PCB Oil (small capacitors), 55 gallon drum	Drum			
124.	Bulk – Packing Solvents 55 gallon drum	Drum			
125.	Oil Based Paint Lab Pack 55 gallon drum	Drum			
126.	Dioxin, 21 gallon drum				
DECONTAMINATION EXPENSES					
127.	A Full Encapsulation	Per suit			
128.	B Acid Splash Protection with Self-Contained Breathing Apparatus	Per suit			
129.	C Acid Splash Protection with Approved Respirator Mask	Per suit			
130.	D Protective Clothing Standard Issue or Equivalent	Per pant			
		Per shirt			
131.	Decontamination Equipment Portable	Per hour			
	Decontamination Equipment Vehicles	Per hour			



County of Fairfax, Virginia

NOTICE OF AWARD

Date of Award: **JUL - 7 2017**

CONTRACT TITLE: Hazardous Waste Cleanup, Removal, Disposal

SOLICITATION NUMBER: RFP2000002171

CONTRACT TYPE: Requirement Contract (RQ)

NIGP CODE: **96871**

CONTRACT PERIOD: Date of Award through June 30, 2022

RENEWALS: N/A

SUPERSEDES: 4400003263 & 4400003264

DELIVERY: FOB Destination

TERMS: Net 30 Days

PRICES: See Attached Pricing Schedule

Secondary Contractor maybe engaged when the Primary Contractor cannot respond within the time frame specified in RFP 2000002171 Special Provisions paragraph 6, Delivery/Time of Performance of the requested services.

CONTRACTOR:
Apex Companies, LLC
8854 Rixlew Lane
Manassas, VA 20109

SUPPLIER CODE:
1000008569

CONTRACT NUMBER:
4400007801

Contact: Andrea Heller, CHMM
Telephone: (703) 396-6730
E-mail: aheller@apexcos.com

Contact: John Strecker, Vice President
Telephone: (703) 396-6730
E-mail: jstrecker@apexcos.com

AWARDED:

- **PRIMARY:** Water and Transportation Incidents
- **SECONDARY:** Land Born, Mercury, and Biological Incidents

Non-emergency Contacts:

Contact Name: Gavin Kitchens
Contact Number: 703-396-6730
Back Name: Will Thomas
Back Number: 703-396-6730

Emergency Contacts:

Contact Name: Andrea Heller
Contact Number: 888-960-7964
Back Name: Will Thomas
Back Number: 703-479-0976

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

CONTRACTOR:
Clean Harbors Environmental
Services, Inc.
3527 Whiskey Bottom Road
Laurel, MD 30724

SUPPLIER CODE:
1000011358

CONTRACT NUMBER:
4400007802

Contact: Danny Graham, Account Manager
Cellphone: (435) 758-0040
E-mail: graham.dannye@cleanharbors.com

Contact: Mark Hale, Field Service Branch Manager
Telephone: (301) 939-6037
Cellphone: (443) 324-2872
E-mail: halem@cleanharbors.com

AWARDED:

- **PRIMARY:** Land Born, Mercury, and Biological Incidents
- **SECONDARY:** Water and Transportation Incidents

Non-emergency Contacts:

Contact Name: Todd Sink
Contact Number: 410-982-1759
Back Name: Mark Hale
Back Number: 301-939-6037

Emergency Contact:

24-hour emergency operations center: 800-645-8265, 800OILTANK

DPMM CONTACT: Yong Kim, Contract Specialist II
Telephone: (703) 324-3217, TTY: 711
Fax: (703) 324-3228
E-mail: yong.kim@fairfaxcounty.gov

ORDERING INSTRUCTIONS:

Any County Department may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the items required, the quantity, the payment terms and the delivery date. The purchase order must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPMM and a purchase order will be executed.



Yong Kim
Contract Specialist II

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
Fire & Rescue – Jason Stanley/e
Fire & Rescue – Kerwin McNamara/e
Fire & Rescue – Marty Ranck/e
Fire & Rescue – Wayne Trice Burgess/e
Stormwater Management – Taskisha Cannon/e

Contract Specialist II – Yong Kim
Asst. Contract Specialist – J. Waysome-Tomlin
DPMM, Supplier Diversity – George Monge/e

PRICING SCHEDULE

APEX COMPANIES, LLC

Capabilities:

Land Born X Water Born X Air Born X

DOT approved CFR Title 49, Section 178.68 (Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent.")					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
MATERIALS					
1.	85 Gallon Salvage Drum	Each		\$ 300.00	\$ 300.00
2.	55 Gallon Drum Steel	Each		\$ 96.00	\$102.00
3.	Reconditioned Steel Poly	Each		\$ 78.00	\$102.00
4.	30 Gallon Fiber (new)	Each		\$ 85.20	\$ 86.40
5.	5 Gallon Pail	Each		\$ 12.00	\$ 12.00
6.	Absorbents, Granular	Each		\$ 21.60	\$ 21.60
7.	Absorbents, Clay	Each		\$ 21.60	\$ 21.60
8.	Absorbents, Polypropylene	Each		\$ 21.60	\$ 21.60
9.	Absorbents, Organic	Each		\$ 36.00	\$ 36.00
10.	Liners, 4 mil, polyliners for 55 Gallon Drum	Each		\$ 8.40	\$ 8.40
11.	Reactive Bags, 1 gallon	Each		\$ 4.80	\$ 4.80
12.	DOT Labels	Each		\$ 2.40	\$ 2.40
13.	EPA Labels	Each		\$ 2.40	\$ 2.40
14.	Sample Bottles, Glass, 1 liter	Each		No Charge	No Charge
15.	Drum Thief	Each		\$ 6.00	\$ 6.00
16.	Disposal Coliwassa	Each		\$ 30.00	\$ 30.00
17.	Protective Coveralls, Tyvek	Each		\$ 21.60	\$ 21.60
18.	Protective Coveralls, Saranex	Each		\$ 57.60	\$ 57.60
19.	Protective Coveralls, Barricade	Each		\$ 108.00	\$ 108.00
20.	Protective Coveralls, Other (specify)	Each		-----	-----
21.	Booms, 6" float/12" skirt	Ft	Unit rate is ft/day	\$ 2.10	\$ 2.10
22.	Booms, 4" float/6" skirt	Ft	Unit rate is ft/day	\$ 2.10	\$ 2.10
23.	Booms, Absorbent Booms 8"x10"	Ft	10-foot boom	\$ 21.12	\$ 21.12
24.	Pads	Each		\$ 1.50	\$ 1.50
25.	Pillows	Each		\$ 12.00	\$ 12.00
26.	Socks	Each		\$ 28.80	\$ 28.80
PROTECTIVE GEAR				Per Ensemble	Per Ensemble
27.	A Full Encapsulation			\$ 1,440.00	\$ 1,440.00
28.	B Acid Splash Protection with Self-Contained Breathing Apparatus			\$ 570.00	\$ 570.00
29.	C Acid Splash Protection with Approved Respirator Mask			\$ 216.00	\$ 216.00
30.	D Chemical Work Clothing			\$ 42.00	\$ 42.00
LABORATORY ANALYSIS				10-day turnaround	Next Day Turnaround
31.	EP Toxicity; Extractions	Test	Full TCLP	\$ 1,310.40	-----
32.	Ignitability	Test	SW1010	\$ 34.80	\$ 77.40
33.	Reactivity	Test	SW7.3, expired test	\$ 108.00	-----
34.	Corrosivity	Test	SW7.2	\$ 46.50	\$ 93.00
35.	PCB	Test	SW8082	\$ 77.40	\$ 154.80

PRICING SCHEDULE

APEX COMPANIES, LLC

DOT approved CFR Title 49, Section 178.68 (Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent.")					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
36.	Percent Solid	Test	SM2540	\$ 16.74	\$ 37.20
37.	BTU/lb.	Test	ASTM D240	\$ 324.00	-----
38.	Flashpoint	Test	SW1010A	\$ 38.70	\$ 77.40
39.	Total Cyanide	Test		\$ 61.80	\$ 123.60
40.	Total Metals	Test	RCRA 8	\$ 163.50	\$ 327.00
41.	Specific Gravity	Test	ASTM D4502	\$ 86.40	-----
42.	Suspended Solids	Test	SM2540D	\$ 21.60	\$ 36.00
43.	BTEX	Test	8021	\$ 68.10	\$ 136.20
44.	TPH	Test	GRO Or DRO, 8015	\$ 80.40	\$ 160.80
45.	Radioactive	Test	Uranium, Gross alpha/beta, Radium 226, Radium 228	\$ 432.00	-----
EPA PRIORITY POLLUTANTS					
46.	Volatile Organics	Test	8260	\$ 193.20	\$ 386.40
47.	Acid/Bases Neutral	Test	8270	\$ 448.20	\$ 896.40
48.	Pesticides	Test	8081	\$ 123.60	\$ 247.20
49.	PCB	Test	SW8082	\$ 77.40	\$ 154.80
50.	Heavy Metals	Test	PPL	\$ 250.50	\$ 501.00
51.	Total Cyanide	Test		\$ 61.80	\$ 123.60
52.	Total Phenol	Test	EPA420.1	\$ 36.00	\$ 72.00
LABOR					
53.	Project Manager	Hour		\$ 150.00	\$ 150.00
54.	Project Consultant	Hour		\$ 140.00	\$ 140.00
55.	Project Administrator	Hour		\$ 65.00	\$ 65.00
56.	Industrial Hygienist	Hour		\$ 85.00	\$ 85.00
57.	Health & Safety Technician	Hour		\$ 85.00	\$ 85.00
58.	Field Chemist	Hour		\$ 85.00	\$ 85.00
59.	Equipment Operator	Hour		\$ 105.00	\$ 105.00
60.	Labor	Hour		\$ 55.00	\$ 55.00
61.	Clerical	Hour		\$ 55.00	\$ 55.00
62.	Chemical Technician	Hour		\$ 75.00	\$ 75.00
63.	Field Technician	Hour		\$ 75.00	\$ 75.00
64.	Emergency Response Manager	Hour		\$ 186.00	\$ 186.00
65.	Geologist/Hydrogeologist	Hour		\$ 135.00	\$ 135.00
66.	Engineer	Hour		\$ 135.00	\$ 135.00
67.	Mobilization Charges to Fairfax County	Day		\$ 500.00	\$ 500.00
EQUIPMENT					
68.	Emergency Response Van	Day		\$ 360.00	\$ 360.00
		Mile		\$ 3.60	\$ 3.60
69.	Tanker Wagon	Day		\$ 1,620.00	\$ 1,620.00
		Mile		\$ 4.20	\$ 4.20
70.	Straight Trucks	Day		\$ 900.00	\$ 900.00
		Mile		\$ 4.20	\$ 4.20
71.	Auto	Day		\$ 90.00	\$ 90.00
		Mile		\$ 1.50	\$ 1.50

PRICING SCHEDULE

APEX COMPANIES, LLC

DOT approved CFR Title 49, Section 178.68 <i>(Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent.")</i>					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
72.	Backhoe	Day		\$ 350.00	\$ 350.00
		Mile		\$ 4.20	\$ 4.20
73.	Loader	Hour		\$ 95.00	\$ 95.00
		Min chg		\$ 760.00	\$ 760.00
74.	Demolition Trailer	Hour	case by case	-----	-----
		Min chg		-----	-----
75.	Electric Drum Pump	Hour		\$ 12.00	\$ 12.00
		Min chg		\$ 96.00	\$ 96.00
76.	PCB Pump	Hour		\$ 36.00	\$ 36.00
		Min chg		\$ 288.00	\$ 288.00
77.	Corrosive Caustic Pump	Hour		\$ 18.00	\$ 18.00
		Min chg		\$ 144.00	\$ 144.00
78.	Flammable Transfer Pump	Hour		\$ 18.00	\$ 18.00
		Min chg		\$ 144.00	\$ 144.00
79.	Photo Ionization Detection Meter (PID)	Hour		\$ 75.00	\$ 75.00
		Min chg		\$ 75.00	\$ 75.00
80.	Combustible Gas Indicator/ Multi Gas Detector	Hour		\$ 75.00	\$ 75.00
		Min chg		\$ 75.00	\$ 75.00
81.	Flame Ionization Detector	Hour		\$ 83.00	\$ 83.00
		Min chg		\$ 83.00	\$ 83.00
82.	Radiological Monitor	Hour		\$ 48.00	\$ 48.00
		Min chg		\$ 48.00	\$ 48.00
83.	Oil Skimmer	Hour		\$ 66.00	\$ 66.00
		Min chg		\$ 264.00	\$ 264.00
84.	MSCG	Hour	Case by case	-----	-----
		Min chg		-----	-----
85.	Pressure Washer	Hour		\$ 54.00	\$ 54.00
		Min chg		\$ 216.00	\$ 216.00
86.	Mercury Vapor Meter	Hour	Per day, Jerome 431X	\$ 108.00	\$ 108.00
		Min chg		\$ 108.00	\$ 108.00
87.	Mercury Indication Dye	Hour	Case by case	-----	-----
		Min		-----	-----

PRICING SCHEDULE

APEX COMPANIES, LLC

DOT approved CFR Title 49, Section 178.68 (Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent.")					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
		chg			
TRANSPORTATION				LOADED MILE	LOADED MILE
88.	Tanker (5,500 gallon)	Mile	On-site time \$234.00/hour	\$ 16.80	\$ 16.80
89.	Vacuum Tanker (5,500 gallon)	Mile	Vac truck, on-site time \$234.00/hour	\$ 16.80	\$ 16.80
90.	Roll-Off Box, 20 cubic yards	Mile	On-site time \$138.00/hour	\$ 9.90	\$ 9.90
91.	Roll-Off Box, 30 cubic yards	Mile	On-site time \$138.00/hour	\$ 9.90	\$ 9.90
92.	Roll-Off Box, 40 cubic yards	Mile	Case by case	-----	-----
93.	Van (44 foot)/20 cubic yards	Mile	On-site time \$192.00/hour	\$ 13.80	\$ 13.80
94.	Dump Trailer, 20 cubic yards	Mile	On-site time \$150.00/hour	\$ 10.75	\$ 10.75
95.	Dump Trailer, 30 cubic yards	Mile	On-site time \$150.00/hour	\$ 10.75	\$ 10.75
96.	Dump Trailer, 40 cubic yards	Mile	Case by case	-----	-----
DISPOSAL COSTS - includes "approved disposal" landfill charges					
97.	Minimum Order Charge	Min chg		\$ 600.00	\$ 600.00
98.	Lab Pack – Landfill				
99.	55 Gallon	Drum		\$ 245.00	\$ 245.00
100.	30 Gallon	Drum		\$ 210.00	\$ 210.00
101.	5 Gallon	Drum		\$ 90.00	\$ 90.00
Lab Pack – Incineration					
102.	55 Gallon	Drum		\$ 385.00	\$ 385.00
103.	30 Gallon	Drum		\$ 265.00	\$ 265.00
104.	20 Gallon	Drum		\$ 210.00	\$ 210.00
105.	5 Gallon	Drum		\$ 125.00	\$ 125.00
Lab Pack – PCB					
106.	55 Gallon	Drum		\$ 1,320.00	\$ 1,320.00
107.	30 Gallon	Drum		\$ 1,170.00	\$ 1,170.00
108.	20 Gallon	Drum		\$ 828.00	\$ 828.00
109.	5 Gallon	Drum		\$ 265.00	\$ 265.00
Non-Hazardous Materials					
110.	55 Gallon	Drum		\$ 245.00	\$ 245.00
111.	30 Gallon	Drum		\$ 210.00	\$ 210.00
112.	20 Gallon	Drum		\$ 90.00	\$ 90.00
Waste Oil					
113.	55 Gallon	Drum		\$ 70.00	\$ 70.00
114.	30 Gallon	Drum		\$ 40.00	\$ 40.00
115.	20 Gallon	Drum		\$ 33.00	\$ 33.00
116.	Gas Cylinders	Cylin	Case by case	-----	-----
Solids – Landfill					
117.	85 Gallon	Drum		\$ 245.00	\$ 245.00
118.	55 Gallon	Drum		\$ 210.00	\$ 210.00

PRICING SCHEDULE

APEX COMPANIES, LLC

DOT approved CFR Title 49, Section 178.68 <i>(Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent.")</i>					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
119.	30 Gallon	Drum		\$ 90.00	\$ 90.00
Liquids – Landfill					
120.	85 Gallon	Drum		\$ 70.00	\$ 70.00
121.	55 Gallon	Drum		\$ 40.00	\$ 40.00
122.	30 Gallon	Drum		\$ 33.00	\$ 33.00
123.	Disposal of Capacitors with PCB Oil (small capacitors), 55-gallon drum	Drum		\$ 480.00	\$ 480.00
124.	Bulk – Packing Solvents 55-gallon drum	Drum		\$ 490.00	\$ 490.00
125.	Oil Based Paint Lab Pack 55-gallon drum	Drum		\$ 396.00	\$ 396.00
126.	Dioxin, 21-gallon drum		Case by case	-----	-----
DECONTAMINATION EXPENSES					
127.	A Full Encapsulation	Per suit	N/A	Included in price	Included in price
128.	B Acid Splash Protection with Self-Contained Breathing Apparatus	Per suit	N/A	Included in price	Included in price
129.	C Acid Splash Protection with Approved Respirator Mask	Per suit	N/A	Included in price	Included in price
130.	D Protective Clothing Standard Issue or Equivalent	Per pant	N/A	Included in price	Included in price
		Per shirt	N/A	Included in price	Included in price
131.	Decontamination Equipment Portable	Per hour	N/A	Included in price	Included in price
	Decontamination Equipment Vehicles	Per hour	N/A	Included in price	Included in price

PRICING SCHEDULE

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Capabilities:

Land Born X

Water Born X

Air Born X

DOT approved CFR Title 49, Section 178.68 (Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent.")					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
MATERIALS					
1.	85 Gallon Salvage Drum	Each		\$ 237.00	\$ 237.00
2.	55 Gallon Drum Steel	Each		\$ 68.00	\$ 68.00
3.	Reconditioned Steel Poly	Each		\$ 103.00	\$ 103.00
4.	30 Gallon Fiber (new)	Each		\$ 53.00	\$ 53.00
5.	5 Gallon Pail	Each		\$ 23.00	\$ 23.00
6.	Absorbents, Granular	Each		\$ 12.36	\$ 12.36
7.	Absorbents, Clay	Each		\$ 12.36	\$ 12.36
8.	Absorbents, Polypropylene	Each		\$ 108.00	\$ 108.00
9.	Absorbents, Organic	Each		\$ 18.00	\$ 18.00
10.	Liners, 4 mil, polyliners for 55 Gallon Drum	Each		\$ 3.00	\$ 3.00
11.	Reactive Bags, 1 gallon	Each		N/A	N/A
12.	DOT Labels	Each		\$ 0.00	\$ 0.00
13.	EPA Labels	Each		\$ 0.00	\$ 0.00
14.	Sample Bottles, Glass, 1 liter	Each		\$ 10.00	\$ 10.00
15.	Drum Thief	Each		\$ 12.00	\$ 12.00
16.	Disposal Coliwassa	Each		\$ 19.00	\$ 19.00
17.	Protective Coveralls, Tyvek	Each		\$ 23.00	\$ 23.00
18.	Protective Coveralls, Saranex	Each		\$ 59.00	\$ 59.00
19.	Protective Coveralls, Barricade	Each		\$ 35.00	\$ 35.00
20.	Protective Coveralls, Other (specify)	Each			
21.	Booms, 6" float/12" skirt	Ft		\$ 2.05	\$ 2.05
22.	Booms, 4" float/6" skirt	Ft		\$ 1.83	\$ 1.83
23.	Booms, Absorbent Booms 8"x10"	Bale		\$ 254.00	\$ 254.00
24.	Pads	Bale		\$ 131.00	\$ 131.00
25.	Pillows	Bag		\$ 164.00	\$ 164.00
26.	Socks	Bag		N/A	N/A
PROTECTIVE GEAR				Per Ensemble	Per Ensemble
27.	A Full Encapsulation			\$ 979.00	\$ 979.00
28.	B Acid Splash Protection with Self-Contained Breathing Apparatus			\$ 258.00	\$ 258.00
29.	C Acid Splash Protection with Approved Respirator Mask			\$ 77.00	\$ 77.00
30.	D Chemical Work Clothing			\$ 25.00	\$ 25.00
LABORATORY ANALYSIS					
31.	EP Toxicity; Extractions	Test		\$ 1,403.00	\$ 1,403.00
32.	Ignitability	Test		\$ 43.00	\$ 43.00
33.	Reactivity	Test		\$ 125.00	\$ 125.00
34.	Corrosivity	Test		\$ 28.00	\$ 28.00
35.	PCB	Test		\$ 126.00	\$ 126.00

PRICING SCHEDULE

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

DOT approved CFR Title 49, Section 178.68 (Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent.")					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
36.	Percent Solid	Test		\$ 22.00	\$ 22.00
37.	BTU/lb.	Test		\$ 144.00	\$ 144.00
38.	Flashpoint	Test		\$ 43.00	\$ 43.00
39.	Total Cyanide	Test		\$ 55.00	\$ 55.00
40.	Total Metals	Test		\$ 162.00	\$ 162.00
41.	Specific Gravity	Test		\$ 55.00	\$ 55.00
42.	Suspended Solids	Test		\$ 90.00	\$ 90.00
43.	BTEX	Test		\$ 114.00	\$ 114.00
44.	TPH	Test		\$ 85.00	\$ 85.00
45.	Radioactive	Test		\$ 200.00	\$ 200.00
EPA PRIORITY POLLUTANTS					
46.	Volatile Organics	Test		\$ 155.00	\$ 155.00
47.	Acid/Bases Neutral	Test		\$ 75.00	\$ 75.00
48.	Pesticides	Test		\$ 169.00	\$ 169.00
49.	PCB	Test		\$ 145.00	\$ 145.00
50.	Heavy Metals	Test		\$ 162.00	\$ 162.00
51.	Total Cyanide	Test		\$ 50.00	\$ 50.00
52.	Total Phenol	Test		\$ 50.00	\$ 50.00
LABOR					
53.	Project Manager	Hour		\$ 55.00	\$ 78.00
54.	Project Consultant	Hour		\$ 55.00	\$ 78.00
55.	Project Administrator	Hour		\$ 50.00	\$ 67.00
56.	Industrial Hygienist	Hour		N/A	N/A
57.	Health & Safety Technician	Hour		\$ 120.00	\$ 138.00
58.	Field Chemist	Hour		\$ 60.00	\$ 93.00
59.	Equipment Operator	Hour		\$ 40.00	\$ 72.00
60.	Labor	Hour		\$ 36.00	\$ 60.00
61.	Clerical	Hour		\$ 50.00	\$ 67.00
62.	Chemical Technician	Hour		\$ 60.00	\$ 93.00
63.	Field Technician	Hour		\$ 36.00	\$ 60.00
64.	Emergency Response Manager	Hour		\$ 90.00	\$ 130.00
65.	Geologist/Hydrogeologist	Hour		N/A	N/A
66.	Engineer	Hour		N/A	N/A
67.	Mobilization Charges to Fairfax County	Day		Time and material @listed rates for the travel to and from our office to your job site	Time and material @listed rates for the travel to and from our office to your job site
EQUIPMENT					
68.	Emergency Response Van	Day		\$ 750.00	\$ 750.00
		Mile		N/A	N/A
69.	Tanker Wagon	Day		\$ 96.00/Hour	\$ 96.00/Hour
		Mile		N/A	N/A
70.	Straight Trucks	Day		\$ 77.00/Hour	\$ 77.00/Hour
		Mile		N/A	N/A

PRICING SCHEDULE

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

DOT approved CFR Title 49, Section 178.68 <i>(Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent.")</i>					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
71.	Auto	Day		\$ 22.00/Hour	\$ 22.00/Hour
		Mile		N/A	N/A
72.	Backhoe	Day		\$ 81.00/Hour	\$ 81.00/Hour
		Mile		N/A	N/A
73.	Loader	Hour		\$ 79.00/Hour	\$ 79.00/Hour
		Min chg		\$ 316.00	\$ 316.00
74.	Demolition Trailer	Hour		N/A	N/A
		Min chg		N/A	N/A
75.	Electric Drum Pump	Hour		\$ 135.00/Day	\$ 135.00/Day
		Min chg		N/A	N/A
76.	PCB Pump	Hour		\$ 135.00/Day	\$ 135.00/Day
		Min chg		N/A	N/A
77.	Corrosive Caustic Pump	Hour		\$ 150.00/Day	\$ 150.00/Day
		Min chg		N/A	N/A
78.	Flammable Transfer Pump	Hour		\$ 195.00/Day	\$ 195.00/Day
		Min chg		N/A	N/A
79.	Photo Ionization Detection Meter (PID)	Hour		\$ 130.00/Day	\$ 130.00/Day
		Min chg		N/A	N/A
80.	Combustible Gas Indicator/ Multi Gas Detector	Hour		\$ 183.00/Day	\$ 183.00/Day
		Min chg		N/A	N/A
81.	Flame Ionization Detector	Hour		N/A	N/A
		Min chg		N/A	N/A
82.	Radiological Monitor	Hour		\$ 162.00/Day	\$ 162.00/Day
		Min chg		N/A	N/A
83.	Oil Skimmer	Hour		\$ 646.00/Day	\$ 646.00/Day
		Min chg		N/A	N/A
84.	MSCG	Hour		N/A	N/A
		Min chg		N/A	N/A
85.	Pressure Washer	Hour		\$ 387.00/Day	\$ 387.00/Day
		Min chg		N/A	N/A
86.	Mercury Vapor Meter	Hour		\$ 528.00/Day	\$ 528.00/Day
		Min chg		N/A	N/A

PRICING SCHEDULE

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

DOT approved CFR Title 49, Section 178.68 (Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent.")					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
87.	Mercury Indication Dye	Hour		N/A	N/A
		Min chg		N/A	N/A
TRANSPORTATION				LOADED MILE	LOADED MILE
88.	Tanker (5,500 gallon)	Mile		\$ 96.00/Hour	\$ 96.00/Hour
89.	Vacuum Tanker (5,500 gallon)			\$ 96.00/Hour	\$ 96.00/Hour
90.	Roll-Off Box, 20 cubic yards			\$ 84.00/Hour	\$ 84.00/Hour
91.	Roll-Off Box, 30 cubic yards			\$ 84.00/Hour	\$ 84.00/Hour
92.	Roll-Off Box, 40 cubic yards			\$ 84.00/Hour	\$ 84.00/Hour
93.	Van (44 foot)/20 cubic yards			\$ 82.00/Hour	\$ 82.00/Hour
94.	Dump Trailer, 20 cubic yards			N/A	N/A
95.	Dump Trailer, 30 cubic yards			N/A	N/A
96.	Dump Trailer, 40 cubic yards			N/A	N/A
DISPOSAL COSTS - includes "approved disposal" landfill charges					
97.	Minimum Order Charge	Min chg		N/A	\$ 2,000.00
98.	Lab Pack – Landfill				
99.	55 Gallon	Drum		\$ 225.00	\$ 225.00
100.	30 Gallon	Drum		\$ 175.00	\$ 175.00
101.	5 Gallon	Drum		\$ 75.00	\$ 75.00
Lab Pack – Incineration					
102.	55 Gallon	Drum		\$ 350.00	\$ 350.00
103.	30 Gallon	Drum		\$ 262.50	\$ 262.50
104.	20 Gallon	Drum		\$ 210.00	\$ 210.00
105.	5 Gallon	Drum		\$ 105.00	\$ 105.00
Lab Pack – PCB					
106.	55 Gallon	Drum		\$ 900.00	\$ 900.00
107.	30 Gallon	Drum		\$ 675.00	\$ 675.00
108.	20 Gallon	Drum		\$ 540.00	\$ 540.00
109.	5 Gallon	Drum		\$ 270.00	\$ 270.00
Non-Hazardous Materials					
110.	55 Gallon	Drum		\$ 175.00	\$ 175.00
111.	30 Gallon	Drum		\$ 131.25	\$ 131.25
112.	20 Gallon	Drum		\$ 105.00	\$ 105.00
Waste Oil					
113.	55 Gallon	Drum		\$ 55.00	\$ 55.00
114.	30 Gallon	Drum		\$ 45.00	\$ 45.00
115.	20 Gallon	Drum		\$ 45.00	\$ 45.00
116.	Gas Cylinders	Cylin		CBC	CBC
Solids – Landfill					
117.	85 Gallon	Drum		\$ 130.50	\$ 130.50
118.	55 Gallon	Drum		\$ 90.00	\$ 90.00
119.	30 Gallon	Drum		\$ 67.50	\$ 67.50

PRICING SCHEDULE

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

DOT approved CFR Title 49, Section 178.68 (Note: This does not include disposal costs. Similar products may be identified in the column marked "equivalent.")					
Item No.	Description	UOM	Equivalent	Non-Emergency	Emergency
Liquids – Landfill					
120.	85 Gallon	Drum		\$ 159.50	\$ 159.50
121.	55 Gallon	Drum		\$ 110.00	\$ 110.00
122.	30 Gallon	Drum		\$ 82.50	\$ 82.50
123.	Disposal of Capacitors with PCB Oil (small capacitors), 55 gallon drum	Drum		\$ 198.00	\$ 198.00
124.	Bulk – Packing Solvents 55 gallon drum	Drum		\$ 135.00	\$ 135.00
125.	Oil Based Paint Lab Pack 55 gallon drum	Drum		\$ 245.00	\$ 245.00
126.	Dioxin, 21 gallon drum		Minimum \$ 2,500	\$10.00/lb.	\$ 10.00/lb.
DECONTAMINATION EXPENSES					
127.	A Full Encapsulation	Per suit		\$ 250.00	\$ 250.00
128.	B Acid Splash Protection with Self-Contained Breathing Apparatus	Per suit		No Charge	No Charge
129.	C Acid Splash Protection with Approved Respirator Mask	Per suit		No Charge	No Charge
130.	D Protective Clothing Standard Issue or Equivalent	Per pant		No Charge	No Charge
		Per shirt		No Charge	No Charge
131.	Decontamination Equipment Portable	Per hour		CBC	CBC
	Decontamination Equipment Vehicles	Per hour		CBC	CBC

ADDITIONAL PRICING CONDITONS:

- Any items not listed on the Pricing Schedule and the Field Services Rates/ Supplemental Rates shall be invoiced at Clean Harbors' cost plus a markup of Thirty-five percent (35%).
- Travel, per diem, and subsistence costs are not included in labor pricing. Per diem is \$ 190.00 per day and covers cost of lodging, meals, and related costs.
- Clean Harbors' Normal hours are 7:00 a.m. to 3:30 p.m., Monday through Friday. No more than eight (8) hours of straight time will be billed for one person for one day. All hours worked in excess of eight (8) hours in the normal workday as well as hours worked on Saturday are considered overtime and will be billed at 1.5 times the applicable straight time rate.
- Sundays and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate. Holidays are the legally observed United States Federal Holidays plus the day after Thanksgiving.
- Energy and security recovery fee will be applied to the entire invoice (excluding sales tax) if fuel exceeds \$ 2.90 gallon at a rate of .05% for every \$.10 over \$2.90.
- Standby charges will be negotiated on a case-by-case basis.

Listing Of Local Public Bodies

REFERENCE PARAGRAPH 33 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

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

Complete and return this form with your proposal.

Apex Companies, LLC

Vendor Name

4400007801

Listing Of Local Public Bodies

REFERENCE PARAGRAPH 33 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

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

Complete and return this form with your proposal.

Clean Harbors Environmental Services, Inc.
Vendor Name

44 0000 7802