



FAUQUIER COUNTY GOVERNMENT

Contract # 26-064-CS-R

Riding Fairfax County Public Schools (Contract # 4400012929)

Envirogrow Lawn & Landscape Inc., dba Mulch Solutions Inc.

This Agreement is made and entered into this 12th day of November 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Envirogrow Lawn & Landscape Inc dba Mulch Solutions Inc.**, having its principal place of business at **14840 Murdock Street, Chantilly, VA 22151**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Engineered Wood Fiber for Playgrounds.

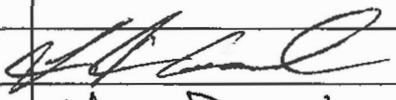
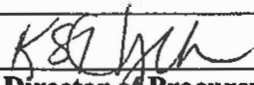
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

CONTRACT PERIOD: Date of execution through June 30, 2029 with three (3) 1-year options to renew, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form;
- (2) Fauquier County Terms and Conditions for Services;
- (3) Fairfax County Public Schools IFB 2000003966 for Engineered Wood Fiber for Playgrounds dated June 6, 2024, inclusive of any attachment and addendums; and
- (4) Fairfax County Public Schools Acceptance Agreement dated July 3, 2024, inclusive of all modifications and any documents included or incorporated by reference all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Envirogrow Lawn & Landscape Inc. dba Mulch Solutions Inc.		Fauquier County Government and Public Schools a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Vice President	Title:	Director of Procurement
Date:	11/10/2025	Date:	11/12/2025



PROCUREMENT DEPARTMENT

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 04789749.

B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): _____

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Envirogrow Lawn & Landscape Inc
Legal Name of Company (as listed on W-9)

Envirogrow Lawn & Landscape Inc (dba) Mulch Solutions Inc
Legal Name of Offeror/Bidder

11/10/25
Date

[Signature]
Authorized Signature

Lawrence R Conrad Vice President
Print or Type Name and Title

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CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property during regular school hours or during school-sponsored activities has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § [19.2-392.02](#); any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Envirogrow Lawnd Landscape Inc
Company Name

26-064-CS-R
Contract # and Title

14840 Murdock St Chantilly Va
Company Address

703-876-8470
Company Phone Number

Lawrence R. Conrad
Print Name of Authorized Representative

Vice President
Authorized Representative Title

[Signature]
Authorized Representative Signature

11/10/25
Date

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DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
☒	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
☒	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
☒	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
☐	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
☐	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
☐	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
☐	7. Umbrella Liability Best's Guide Rating-A-VIII or better or its equivalent	7. \$1,000,000 Minimum
☐	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
☒	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
☒	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
☒	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
☒	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Envirogroup Lawns & Landscape Inc

FIRM

SIGNATURE

Lawrence R. Conrad

11/16/25

RETURN THIS PAGE

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the 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 Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case

of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal 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/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals 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.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **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.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **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 (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, 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 Owner 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. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **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.
22. **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.
- The Bidder/Offeror 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. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

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 Owner 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 Owner 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/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such

information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeree's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeree's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
- a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each subtier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeree's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:

- 1) 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 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 nondiscrimination clause.
 - 2) 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.
 - 3) 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.
 - b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner 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 Owner in any such action, the Contractor shall, at his or her own expenses, 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 Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** 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 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 or purchase order 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 connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the

Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.
40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

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 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual 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:** 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 Owner 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:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. 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 Owner 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 Owner 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 Procurement Division when not in conflict with the bid/contract. The decision 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 Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **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:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - 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.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeree appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeree to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) 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 amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.

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

IFB 2000003966
Engineered Wood Fiber for Playgrounds

IMPORTANT NOTICE
THIS IS AN ELECTRONIC PROCUREMENT (eBID)
SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE PORTAL
(<https://fcps.bonfirehub.com>)

Fairfax County Public Schools (FCPS) uses a procurement portal powered by Bonfire Interactive for accepting and evaluating bids. To register, visit <https://fcps.bonfirehub.com>. Additional assistance is also available at Support@GoBonfire.com.

Submitting bids via the Bonfire portal is **mandatory**. FCPS will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this IFB. Reference section titled "Submission of Bids" in the Special Provisions.

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

All questions pertaining to this IFB must be submitted in writing to the Contract Specialist Humaira Hassan at hfhassan@fcps.edu no later than June 14, 2024 at 5:00pm.

ISSUE DATE: June 6, 2024	REQUEST FOR PROPOSAL NUMBER: IFB 2000003966	TITLE: Engineered Wood Fiber for Playgrounds
DEPARTMENT: Facilities Management	DUE DATE/TIME: June 21, 2024 at 2:00PM	CONTRACT ADMINISTRATOR: 571-423-3598 or _____@fcps.edu

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.: _____
Firm name	
_____	E-Mail Address: _____
Address1	
_____	Federal Employer Identification No: _____
Address2	OR _____
_____	Federal Social Security No. _____
City, State	(Sole Proprietor)
_____	Prompt Payment Discount: _____% for payment within _____ days/net _____ days
Zip code	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 certification set forth in Appendix B.

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

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

☐ WOMEN OWNED LARGE (A) ☐ NON-PROFIT (9)

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

Vendor Legally Authorized Signature	Date
Print Name and Title:	

Sealed proposals subject to terms and conditions of this Request for Proposal shall be submitted through Bonfire at <http://fcps.bonfirehub.com>

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS**1. SCOPE:**

- 1.1. The purpose of this solicitation is to establish a term contract(s) for Mulch Wood Installation for Playgrounds for all departments and activities of Fairfax County Public Schools and Fairfax County Government for the requirements listed in this solicitation.
- 1.2. Bidders are required to include the following with their bid:
 - a. Vendor's legal Authorized Signature (DPMM32 – Cover sheet)
 - b. Appendix B
 - c. Addenda, if any
 - d. Pricing Schedule
 - e. Product Information

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

2. BIDDER QUALIFICATIONS:

- 2.1. Bidders must submit all documents marked “required” on Bonfire through the FCPS Bonfire portal for their bids to be deemed responsive. Bonfire will not allow bids to be submitted unless all required items are completed.

3. PUBLIC BID OPENING:

- 4.1 A public Bid Opening is scheduled on June 21, 2024 at 2:00pm via Zoom Video Conference. Anyone interested in attending the public bid open can contact the Contract Specialist Humaira Hassan at hfhassan@fcps.edu to obtain the zoom link.

4. PERIOD OF CONTRACT:

- 4.1. The period of this contract shall be from the date of award through June 30, 2029.
- 4.2. Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through the Office of Procurement Services. FCPS reserves the right to renew the contract for three (3) additional one-year periods.
- 4.3. Notice of intent to renew will be given to the Contractor in writing by the Office of Procurement Services, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)
- 4.4. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. PRICES AND PRICE ADJUSTMENT:

- 5.1. All prices/discounts shall be F.O.B. Destination, freight prepaid and allowed and shall include all

SPECIAL PROVISIONS

charges that may be imposed in fulfilling the terms of this contract.

- 5.2. If labor rates are requested, the rates specified by the bidder shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- 5.3. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Purchasing Agent. Upon receipt of the Contractor's request, the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
- 5.4. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)
- 5.5. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the County Purchasing Agent. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via County Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The County Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.
- 5.6. Price decreases shall be made in accordance with paragraph 40 of the General Conditions and Instructions to Bidders.

6. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

- 6.1. Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise. Please refer to the paragraph entitled, METHOD OF ORDERING.
- 6.2. The quantities specified in this solicitation are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. Waiver of ten percent (10%) limitation in paragraph 28, General Conditions and Instructions to Bidders, is acknowledged.

7. DELIVERY/TIME OF PERFORMANCE:

- 7.1. Fairfax County requires that delivery be made at destination within the shortest time frame possible. Bidders must insert a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of order (ARO). Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given consideration. **FAILURE TO PROVIDE A DEFINITIVE DELIVERY TIME MAY RESULT IN THE DISQUALIFICATION OF THE BIDDERS' BID IN ITS ENTIRETY OR FOR THE ITEM SPECIFIED.**
- 7.2. FCPS requires that on-site response time be within five (5) business days after receipt of call for routine calls and forty-eight (48) hours after receipt of call for emergency calls. Bidders must insert a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of order (ARO).

SPECIAL PROVISIONS

- 7.3. Regular hours are 6:00 a.m. through 3:00 p.m., Monday through Friday. Overtime hours are defined as Monday through Friday, 3:00 p.m. through 6:00 a.m., weekend and holidays.
- 7.4. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 6:00 A.M. and 3:00 P.M. on regular County business days unless other arrangements have been made.
- 7.5. The County may pick up orders from the vendor when it is in the best interest of the County. In these instances the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.

8. QUOTATION LIMITATION:

- 8.1. Bidders shall offer only ONE ITEM AND PRICE for each line item bid. No alternatives will be accepted, unless requested by the County. If an "or equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.

9. INTERPRETATION OF BID:

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

Humaira Hassan, Contract Specialist
 Fairfax County Public Schools
 Office of Procurement Services
 8115 Gatehouse Road, Suite 4400
 Falls Church, Virginia 22042-1203
 Telephone: 571-423-3598
 Email: hfhassan@fcps.edu

10. PRODUCT INFORMATION:

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

11. SAMPLES:

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

Fairfax County Public Schools
 Sideburn Support Center
 Attn: Daryl Martin
 5025 Sideburn Support Center
 Fairfax, VA 22032

SPECIAL PROVISIONS**12. SUBMISSION OF BIDS:**

- 12.1. Bids must be received electronically through FCPS' online Procurement Portal at: <https://fcps.bonfirehub.com>, on or before the Submittal Deadline. Bids will only be accepted through the portal. Fairfax County will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this IFB. Bid submissions and registration are free of charge. Bidders can register for a free account at: <https://fcps.bonfirehub.com>, which will be required when preparing a bid. Documents may be uploaded at any time during the open period. The official time used for receipt of bids/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com.
- 12.2. If, at the time of the scheduled bid closing FCPS is closed due to inclement weather or another unforeseeable event, the bid closing will still proceed electronically through the Bonfire system.
- 12.3. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
- 12.4. By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions.

13. PERFORMANCE EVALUATION

The contractor's performance will be evaluated based on the following criteria

CRITERIA	PERFORMANCE RATING
Performance meets contractual requirements. Performance elements contain some minor problems for which corrective actions were taken. Minimum number of valid complaints about the performance of the Contractor received within in a year.	Satisfactory
Performance does not meet contractual requirements and reflect a serious problem for which the Contractor has not identified corrective actions in a timely manner or at all. The performance of the element contains serious problem(s) for which lacked the contractor's corrective actions or corrective actions were ineffective. Serious problems include but are not limited to consistent lack of availability of meeting timelines or working in cooperation with FCPS personnel.	Unsatisfactory

If 10% or more of the complaints per year fall in the unsatisfactory performance rating bracket, then further actions may be taken with the final option to terminate the contract for cause. Refer to General Conditions and Instructions to Bidders Paragraph 31.

14. ADDENDA:

- 14.1. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. The last chance to submit questions to be addressed in addenda is June 14, 2024 at 5:00pm. All addenda shall be signed and submitted as stated on the addenda in Bonfire. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage, as well as the Bonfire portal. It is the Bidder's responsibility to monitor

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the web page for the most current addenda at www.fairfaxcounty.gov/solicitation.

15. CONTACT FOR ADMINISTRATION:

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

16. BID EVALUATION/CONTRACT AWARD:

- 16.1. All items listed in this solicitation will be awarded on the basis of a Firm Fixed price to the lowest responsive responsible bidder meeting specifications.
- 16.2. The County reserves the right to award the contract in the aggregate, by line item, by section, or by Manufacturer and to make a Primary and Secondary award, based on the best interest of the County.

17. SAFETY DATA SHEET (SDS):

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

18. CONTRACT INSURANCE PROVISIONS

- 18.1. The Contractor shall be responsible for its work and all materials, tools, equipment, appliances, and property of any and all description used in connection with this contract. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 18.2. The Contractor shall, during the continuance of all work under the contract maintain the following insurance:
- a. Statutory Workers' Compensation and Employer's Liability with limits of at least \$100,000 to protect.
 - b. Commercial General Liability insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate including contractual liability, personal and advertising injury, and products, completed operations coverage.
 - c. Automobile Liability insurance, in the amount of \$1,000,000 Combined Single Limit covering all vehicles operated by in in use by the Contractor in the performance of this contract.
- 18.3. Fairfax County Public Schools, the Fairfax County School Board, its officers and employees shall be named as an additional insured in the Automobile and General Liability policies.
- 18.4. Additional Requirements

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- a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
- b. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- c. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- d. Prior to commencement of services and during the term of the contract, the contractor will provide a signed Certificate of Insurance citing the contract number and such coverage as required in this section.
- e. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.
- f. The certificate holder's name and address shall read: Fairfax County Public Schools, 8115 Gatehouse Road, Falls Church, VA 22042.

19. METHOD OF ORDERING:

- 19.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards. The method of payment is at the discretion of the County. No additional surcharges will be accepted for the use of the procurement card.
- 19.2. 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.
- 19.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 19.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 19.5. 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.

20. CORRESPONDENCE:

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

21. ADDITIONS/DELETIONS:

- 21.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and

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the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

22. CANCELLATION OF ORDERS:

- 22.1. Purchases made under this contract are for readily available supplies. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

23. EMERGENCY PURCHASES:

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

24. SALES/DELIVERY TICKETS:

- 24.1. Orders placed under this contract for delivery placed by PO, Procurement Card or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket. The Contractor's Sales/Delivery Ticket shall contain the following information:
1. Contractor's Name
 2. Purchase Order number
 3. Date of Purchase
 4. Itemized list of supplies furnished
 5. Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the Contract.
 6. Name of authorized representative ordering the supplies
 7. Name of Agency receiving the supplies.
- 24.2. In all instances, the Contractor will prepare a Sales/Delivery Ticket, whether delivery is made by the Contractor or pick up is made by a FCPS representative at the Contractor's place of business. The Contractor's Sales/Delivery Ticket will be signed, by the FCPS representative, with a copy being retained by the Contractor.

25. INVOICING PROCEDURE:

- 25.1. The Contractor shall submit a Summary Invoice once each month, listing the Sales/Delivery Ticket numbers covering deliveries made during the monthly billing period and submitted to the BILL TO address shown on the Purchase Order. The invoice must be accompanied by one copy of each signed Sales/Delivery Ticket.
- 25.2. Invoices shall be email at FCPSInvoices@fcps.edu
- 25.3. The invoice shall contain the applicable Purchase Order number and the name of the Agency receiving the supplies. Payment will be made once each month.

26. ORDER OF PRECEDENCE:

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

27. AUDIT:

- 27.1. The Contractor shall retain all books, records, and other documents relative to this contract for

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three (3) years after final payment, or until audited by the County of Fairfax, whichever is sooner. The County shall have full access to and the right to examine any of said materials during the retention period.

28. SUBCONTRACTING:

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

29. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 29.1. Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid. (See Appendix B for sample listing).
- 29.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 29.3. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 29.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 29.5. 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.

30. NEWS RELEASES BY VENDORS:

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

31. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 31.1. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Employee Relations at 571-423-3070, HRequity&empolyeerelations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 31.2. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County

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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.

32. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 32.1. 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.

33. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:

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

TECHNICAL SPECIFICATIONS

A. Wood Playground Mulch:

- 1) Material to be used shall consist of North American hardwoods such as Oak, Maple, Ash, Poplar, Hickory, Beech, Birch, Elm, and Locust. All woods shall have been debarked and free of soil, leaves and twig material and other contaminants which hasten decomposition. No chemical treatment or additives shall be present. It must meet ASTM F 1292 requirements.
- 2) No recycled wood from pallets or waste wood shall be used due to the possibility of contamination and the risk of poor surface stability.
- 3) Dimensions:
 - a) Wood Playground Mulch used shall be randomly sized, approximately ten (10) times longer than wide.
 - b) Wood Playground Mulch used shall meet the graduation requirements of ASTM C 136: The method for Sieve Analysis of Fine and Coarse Aggregates (1984a)

Percent Passing	
Sieve Size	Passing by Weight %
3/4 in.	100
3/8 in.	98
No. 4	80
No. 10	42
No. 60	3
No. 200	.5

- c) Ninety-eight percent (98%) of the Wood Playground Mulch dimensions shall not exceed 4.00 centimeters in length, 1.30 centimeters in width and 3.25 centimeters in depth.
- 4) Permeability:
 - a) Coefficient of permeability shall be greater than 0.6 cm/sec ASTM D 2434
 - b) Moisture absorption of the Wood Playground Mulch shall be no greater than one hundred and fifty percent (150%) by weight.

B. Double Shredded Hardwood Landscape Mulch:

- 1) Double shredded hardwood landscape mulch shall be coarse double shredded, natural hardwood waste by-product from whole trees or portions of trees. Particles shall be approximately 1" - 4" in length, uniform in texture and overall color, with a maximum 25%. It must not be color enhanced. Shall be free of weeds and weed seeds, leaves, twigs, paint, pesticides, petroleum products, or any other deleterious materials.

C. Organic Compost

- 1) Organic Compost shall consist entirely of leaves, grass and brush to produce a stable, highly beneficial and environmentally friendly product. Organic Compost shall contain no substances toxic to plants and shall be reasonably free (1% by dry weight) of man-made foreign matter and will possess no objectionable odors and shall not resemble the raw material from which it was derived. Organic Compost must be Seal of Testing Assurance (STA) Certified Compost by the U.S. Composting Council's Seal of Testing Assurance Program.

PRICING SCHEDULE
Section 1 – Complete Installation Services

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Wood Playground Mulch TIME OF PERFORMANCE: Service & delivery Time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$____ (additional fee, if any)	100	CY	\$_____	\$_____
2.	Double Shredded Hardwood Landscape Mulch TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$____ (additional fee, if any)	100	CY	\$_____	\$_____
3.	Organic Compost TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$____ (additional fee, if any)	100	CY	\$_____	\$_____
	Total			\$_____	\$_____

Section 2 – Other Services

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Mulch Blowing Services TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$____ (additional fee, if any)	100	CY	\$_____	\$_____
2.	Wood Playground Mulch Delivery only TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$____ (additional fee, if any)	100	CY	\$_____	\$_____
3.	Double Shredded Mulch Delivery only TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$____ (additional fee, if any)	100	CY	\$_____	\$_____

4,	Organic Compost Delivery only TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$____ (additional fee, if any)	100	CY	\$_____	\$_____
	Total			\$_____	\$_____

Section 3 – Labor Rates

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Supervisor – Regular Hours	40	HR	\$ _____	\$ _____
2.	Laborer – Regular Hours	80	HR	\$ _____	\$ _____
3.	Equipment Operator – Regular Hours	60	HR	\$ _____	\$ _____
4	Supervisor - Overtime	20	HR	\$ _____	\$ _____
5.	Laborer - Overtime	30	HR	\$ _____	\$ _____
6.	Equipment Operator – Overtime	20	HR	\$ _____	\$ _____
	Regular Hours: Mon – Fri 6:00 a.m. – 3:00 p.m. Overtime: Mon – Fri 3:00 p.m. – 6:00 a.m., weekends and FCPS Holidays				

Section 4 – Equipment Rates

<u>Item No.</u>	<u>Item Description</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extension</u>
1.	Skid Steer Loader	10	HR	\$ _____	\$ _____
2.	Backhoe Loader	10	HR	\$ _____	\$ _____
3.	Dump Truck	10	HR	\$ _____	\$ _____
4	Pneumatic Blower Truck (for blowing other materials)	10	HR	\$ _____	\$ _____
5.	Other Equipment: _____	10	HR	\$ _____	\$ _____

	Total Amount of Bid (Sections 1 through 4)				\$ _____
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GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

CONDITIONS OF BIDDING

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

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

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
5. **WITHDRAWAL OF BIDS**- Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.
6. **ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.
7. **LABELING OF BIDS** – All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
8. **ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
9. **CONDITIONAL BIDS**-Conditional bids may be rejected in whole or in part.
10. **BIDS FOR ALL OR PART**-The Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating, but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
11. **AREA BIDS**-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
12. **RECEIPT OF BIDS**-Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.
13. **BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 64, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <https://www.fairfaxcounty.gov/procurement/bid-tab>
- Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.
14. **OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.
- If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
15. **BIDDER INTERESTED IN MORE THAN ONE BID**-If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
17. **PROHIBITION AGAINST UNIFORM PRICING**-The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.
18. **UNBALANCED BIDS**—A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent, both mathematically and materially unbalanced, may be rejected as non-responsive.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

SPECIFICATIONS

19. **CLARIFICATION OF TERMS**—If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
20. **BRAND NAME OR EQUAL ITEMS**—Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
21. **SPECIFICATIONS**—When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

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

AWARD

22. **AWARD OR REJECTION OF BIDS**—The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.
- In determining the responsibility of a bidder, the following criteria will be considered:
- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
 - j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
23. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS**—A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
- a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
 - b. Acceptance Agreement
 - c. General Conditions and Instructions to Bidders
 - d. Special Provisions and Specifications
 - e. Pricing Schedule
 - f. Any Addenda/Amendments/Memoranda of Negotiations

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

24. **TIE-BIDS** – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.
25. **PROMPT PAYMENT DISCOUNT-**
- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
 - b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
 - c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.
- For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.
26. **INSPECTION-ACCEPTANCE-** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
27. **DEFINITE BID QUANTITIES-**Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
28. **REQUIREMENT BID QUANTITIES-**On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

29. **TERMINATION OF CONTRACTS-**Contracts will remain in force for (i) the full period specified or (ii) until all articles ordered before date of termination, but arriving after the termination date, are satisfactorily delivered, accepted, and any further requirements and conditions are met, unless the Contract is:
- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
30. **TERMINATION FOR CONVENIENCE-**
- a. A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective.
 - b. An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 30.b shall survive termination of the contract.
31. **TERMINATION OF CONTRACT FOR CAUSE-**
- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
 - b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
32. **CONTRACT ALTERATIONS-**No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

33. **SUBLETTING OR ASSIGNMENT** -It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
34. **FUNDING-** The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
35. **DELIVERY/SERVICE FAILURES-**If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
36. **NON-LIABILITY-**The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
37. **NON-DISCRIMINATION-**During the performance of this contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
 - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended
38. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE-**
- a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
 - b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
 - c. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
39. **GUARANTEES & WARRANTIES-**All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
40. **PRICE REDUCTION-**If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.**
41. **CHANGES-**If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

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

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

DELIVERY PROVISIONS

43. **SHIPPING INSTRUCTIONS - CONSIGNMENT**-Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
44. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED**-Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County's own property.
45. **INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
46. **COMPLIANCE**-Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.
47. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
48. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
49. **METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
50. **REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
51. **PACKING SLIPS OR DELIVERY TICKETS**-All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- The Purchase Order Number,
 - The Name of the Article and Stock Number (Supplier's),
 - The Quantity Ordered,
 - The Quantity Shipped,
 - The Quantity Back Ordered,
 - The Name of the Contractor.

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BILLING

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

PAYMENTS

53. **PAYMENT**-Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
54. **PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
55. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

56. **GENERAL GUARANTY**-Contractor agrees to:
- 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.
 - Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
 - Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - 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.
 - Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
 - Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
57. **SERVICE CONTRACT GUARANTY**-Contractor agrees to:
- Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
 - 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.
 - All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
 - Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
 - 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

58. INDEMNIFICATION-

- a. **General Indemnification.** Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
- b. **Intellectual Property Indemnification.** In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

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

- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before raising such defense or entering into such resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

59. OFFICIALS NOT TO BENEFIT-

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

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

61. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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.

62. **COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
63. **VIRGINIA FREEDOM OF INFORMATION ACT**-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
 - e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).
 - f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.

BIDDER/CONTRACTOR REMEDIES

64. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.
 - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 - 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
 - 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:
 - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 - 5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

65. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within 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 5.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

66. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

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

67. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 5.C of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 5.C, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

68. CONTRACTUAL DISPUTES-

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

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

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

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

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

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

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

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

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

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
- c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
- d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
- e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

APPROVED:

/S/ Elizabeth D. Teare
COUNTY ATTORNEY

/S/ LeeAnne Pender
ACTING COUNTY PURCHASING AGENT

CONTACT INFORMATION

1. Contract Administration

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

NAME: _____ TITLE: Engineered Wood Fiber for Playgrounds
ADDRESS: _____ PHONE: (____) _____
EMAIL: _____

2. Contract ordering

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

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

3. Accounting Administration

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

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

BIDDER DATA SHEET

NAME OF BIDDER: _____

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: () _____

Email address: _____

Fiscal representative: _____

Telephone number: () _____

Email address: _____

Payment 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: ☐

Signature

Date

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 submit a copy of your current Fairfax County Business License with your bid.

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 bidders submitting a bid in response to this Invitation for Bid:

1. The Bidder certifies, to the best of its knowledge and belief, that neither the Bidder 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 non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement 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 Bidder shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Bidder 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 Bidder rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature: _____ Date: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SSN or TIN No: _____

Certification Regarding Ethics in Public Contracting

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

Check one:

☐

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

☐

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

☐

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

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

Recipient: _____

Date of Gift: _____

Description of the gift and its value: _____

Description of the consideration received in exchange and its value: _____

Printed Name of Bidder Representative: _____

Signature: _____ Date: _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

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

Sample Listing of Local Public Bodies

REFERENCE, SPECIAL PROVISIONS, PARAGRAPH TITLED "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended 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 (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

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 (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

SUBCONTRACTOR (S) NOTIFICATION FORM

Solicitation No. / Title: _____

Prime Contractor's 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. Special Provisions, titled "Subcontracting"). 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 bid.

DATE: June 14, 2024

ADDENDUM NO. 1

TO: ALL PROSPECTIVE BIDDERS

REFERENCE: IFB 2000003966

FOR: Engineered Fiber Wood for Playgrounds

OPENING DATE/TIME: June 21, 2024 at 2:00PM

IFB CLARIFICATIONS:

The following are responses to questions received via email on June 12, 2024.

Q1. How many yards of **wood playground mulch** from pricing schedule section 1 -service and delivery are used typically per year?

A1. **8,400 yds.**

Q2. How many yards of **double shredded hardwood mulch** from pricing schedule section 1 -service and delivery are used typically per year?

A2. **2,000 yds.**

Q3. How many yards of **organic compost** from pricing schedule section 1 -service and delivery are used typically per year?

A3. **Not used very often.**

Q4. Schedule Section 1 items can be installed by any method or are these items intended to be installed with a pneumatic blower truck?

A4. **Both pneumatic and manual.**

Q5. How many yards of **Mulch Blowing Services** were used last year pricing schedule section 2? over the last three years?

A5. **Last year – 2,800 yds. Over last three years roughly 8,400 yds.**

Q6. How many yards of **Wood Playground Mulch** were delivered only last year – from pricing schedule section 2? over the last three years?

A6. **Last year – roughly 1,333 yds. Over last three years – 4,000 yds.**

Q7. How many yards of **double shredded hardwood** mulch were delivered only last year – from pricing schedule section 2? over the last three years?

A7. **Last year 700 yds. Over last three years 2,000 yds.**

Q8. How many yards of **organic compost** were delivered only last year? over the last three years?

A8. **Last three years organic compost hasn't been used.**

Q9. The delivery quantity shows 100 cy is this for bid purposes only or does the county request material in quantities of 100 cy.

A9. **It depends on the need and varies from month to month.**

Q10. How are quantities for each school determined. Is the awarded contractor responsible for providing quantities or will the county agent provide quantities needed at each location?

A10. **FCPS will provide the quantities and location that needs to be serviced.**

Q11. Is the line-item equipment operator used to define an individual who runs either a skid loader, backhoe, dump truck, pneumatic blower truck or does it have a different purpose?

A11. **Does not have a different purpose. To capture the exact hours worked (operator).**

Q12. When you use the phrase "**service and delivery**" are all costs associated with the material and all labor and all equipment needed included in pricing for this item ergo all labor and material.

A12. **Yes, everything should be included.**

Q13. Is labor added on for each task of "**Service and Delivery**" such as operator for 5 hrs and two laborers at five hours each and a pneumatic blower truck.

A13. **Yes**

Q14. Is it possible to see what a typical request by the county looks like for each item.

A14. **The department can only provide an estimate per each location.**

Q15. What is "Mulch Blowing Services" used for specifically – This is found in pricing section 2 other services?

A15. **Mulch blowing services is typically used for playground installation.**

Q16. Is "mulch blowing services" a line item (pay item) we would charge if we were using a blower truck to install playground mulch at a school in Fairfax County in conjunction with the "**wood playground mulch**" service and delivery pay item?

A16. **Can not be determined until the IFB is awarded.**

Q17. Is it possible to see what an invoice looks like for services rendered at a school for "**wood playground mulch**" last year.

A17. **We can only provide example of yardage received of in-depth areas.**

Q18. Is it possible to see what an invoice looks like for services rendered at a school for "**double shredded hardwood mulch**" last year.

A18. **We can only provide example of yardage received of in-depth areas.**

Q19. Is it possible to see what an invoice looks like for services rendered at a school for "**organic compost**" last year.

A19. **We can only provide example of yardage received of in-depth areas, and per contract.**

Q20. The bid has a **total amount section 1-4** – is this number the deciding factor in award or are the items in each section weighted differently.

A20. **Yes, the total amount is the determining factor for award. Bid is awarded to the lowest responsible and responsive bidder.**

Q21. If so which section or items carry the greatest weight?

A21. **N/A**

Q22. Will all potential bidders questions posted after the 14th at 5pm on the bonfire site?

A22. **All questions received on June 14th, 2024, by 5pm will be posted on Bonfire by an Addendum. All addenda need to be signed and submitted with bid response.**

Q23. Delivery Items do they go to various locations throughout the county or to a general facility.

A23. **Installation with truck to different schools, bulk material to one location.**

Q24. If it is a general facility what are the location and hours of operation? 6-2:30pm , business hours (M-Friday).

A24. **Please refer to section 7.3. of Special Provisions for hours of operation. The location address is: 5025 Sideburn Support Center, Fairfax, VA 22032**

Q25. Is "Mulch blower services" a general term for use of a pneumatic blower truck?

A25. **Truck only.**

Q26. If the awarded contractor has one of his material suppliers make a delivery to a county facility is that supplier considered a subcontractor or are they considered a part of the contractors' staff?

A26. **That's a subcontractor.**

Q27. Are there time restrictions on when work can be done at schools and other county facilities?

A27. **Yes, restrictions apply. All work needs to be scheduled in prior due to weather, season and school/building timings.**

Q28. If a school are employees allowed to work during bus lane and drop/off pickup hours?

A28. **Will have to work with the kiss and ride/pick up timings and/or when staff has moved and clear the area.**

Q29. What type of tasks will supervisors and laborers be doing? what have those hours been used for historically? Supervision and mulch installation.

A29. **Overseeing the task is completed in a timely manner, and per contract.**

All other terms and conditions remain unchanged.



Delphine Lambert
Manager, Contracts

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT
INVITATION FOR BID.

Name of Bidder

Signature

Date

RETURN A SIGNED ORIGINAL AND COPIES AS REQUESTED IN THE SOLICITATION.

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE
ORIGINAL BID DOCUMENT. THE ORIGINAL BID DOCUMENT MUST BE SIGNED.



Financial Services
Office of Procurement Services
8115 Gatehouse Rd., Suite 4440
Falls Church, VA 22042

JUL 03 2024

NOTICE OF AWARD

CONTRACT TITLE: Engineered Wood Fiber for Playgrounds
CONTRACT NUMBER: 4400012929
NIGP CODE(S): 98838, 98859, 33545, 33572, 79070
CONTRACT PERIOD: Date of award through June 30, 2029
RENEWALS: Three (3) one-year options
SOLICITATION NUMBER: IFB 2000003966
SUPERCEDES CONTRACT(S): 4400011438

CONTRACTOR:

Envirogrow Lawn & Landscape Inc.
dba Mulch Solutions Inc.
14840 Murdock Street
Chantilly, VA 22151

Contact: Larry Conrad
Telephone: (703) 876-8470
Email: larry@mulchsolutions.com

SUPPLIER ID:

1000047155

TERMS: Net 30
FOB: Destination
PRICES: Refer to Acceptance Agreement
OPS CONTACT:
Humaira Hassan
Contract Specialist
Phone: (571) 423-3598
E-Mail: hfhassan@fcps.edu

Notice of Award
Contract 4400012929
Page 2 of 2

ORDERING INSTRUCTIONS:

Any county department may create a shopping cart into FOCUS (Fairfax County Unified System) indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number.

Requests exceeding the small purchase threshold will be routed to OPS and a purchase order will be executed.

Humaira Hassan

Humaira Hassan
Contract Specialist

DISTRIBUTION:

FCPS – Procurement Services – Humaira Hassan
FCPS – Facilities and Transportation – Anh Nguyen, Daryl Martin
FCPS – Risk Management - Certificates@fcps.edu

JUL 03 2024

Envirogrow Lawn & Landscape Inc.
dba Mulch Solutions Inc.
Attn: Larry Conrad
14840 Murdock Street
Chantilly, VA 22151

Reference: IFB 2000003966 – Engineered Wood Fiber for Playgrounds

Dear Mr. Conrad:

ACCEPTANCE AGREEMENT

Contract Number: 4400012929

This Acceptance Agreement signifies a contract award to Mulch Solutions, Inc. for Engineered Wood Fiber for Playgrounds. The period of the contract shall be from date of award through June 30, 2029 with the option to renew for three (3) one-year periods.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The Terms and Conditions of IFB 2000003966, and all addenda;
3. Your bid dated June 12, 2024; and
4. The attached summarized Pricing Schedule.

Please note that this is not an order to proceed. A purchase order, which constitutes your notice to proceed, will be issued to your company. Please provide your Insurance Certificate according to Special Provisions Paragraph 18 within five (5) days after receipt of this letter. Contract award documents may be viewed on the Fairfax County, Department of Purchasing and Supply Management website at: www.fairfaxcounty.gov/cregister.

Sincerely,




Michelle R. Pratt
Director

MRP/hh

PRICING SCHEDULE
Section 1 – Complete Installation Services

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Wood Playground Mulch TIME OF PERFORMANCE: Service & delivery Time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 5 Business days after receipt of order for routine calls 48 Hours after receipt of order for emergency calls \$200 (additional fee, if any)	100	CY	<u>\$34.00</u>	<u>\$3,400.00</u>
2.	Double Shredded Hardwood Landscape Mulch TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 5 Business days after receipt of order for routine calls 48 Hours after receipt of order for emergency calls \$200 (additional fee, if any)	100	CY	<u>\$24.00</u>	<u>\$2,400.00</u>
3.	Organic Compost TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 5 Business days after receipt of order for routine calls 48 Hours after receipt of order for emergency calls \$200 (additional fee, if any)	100	CY	<u>\$26.00</u>	<u>\$2,600.00</u>
	Total			<u>\$84.00</u>	<u>\$8,400.00</u>

Section 2 – Other Services

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Mulch Blowing Services TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 5 Business days after receipt of order for routine calls 48 Hours after receipt of order for emergency calls \$200 (additional fee, if any)	100	CY	<u>\$10.50</u>	<u>\$1,050.00</u>
2.	Wood Playground Mulch Delivery only TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 5 Business days after receipt of order for routine calls 48 Hours after receipt of order for emergency calls \$200 (additional fee, if any)	100	CY	<u>\$25.00</u>	<u>\$2,500.00</u>
3.	Double Shredded Mulch Delivery only TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 5 Business days after receipt of order for routine calls 48 Hours after receipt of order for emergency calls \$200 (additional fee, if any)	100	CY	<u>\$20.00</u>	<u>\$2,000.00</u>

4,	Organic Compost Delivery only TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$_____ (additional fee, if any)	100	CY	<u>\$23.00</u>	<u>\$2,300.00</u>
	Total			<u>\$78.50</u>	<u>\$7,850.00</u>

Section 3 – Labor Rates

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Supervisor – Regular Hours	40	HR	<u>\$40.35</u>	<u>\$1,614.00</u>
2.	Laborer – Regular Hours	80	HR	<u>\$22.05</u>	<u>\$1,764.00</u>
3.	Equipment Operator – Regular Hours	60	HR	<u>\$35.30</u>	<u>\$2118.00</u>
4	Supervisor - Overtime	20	HR	<u>\$60.53</u>	<u>\$1,210.60</u>
5.	Laborer - Overtime	30	HR	<u>\$33.08</u>	<u>\$992.40</u>
6.	Equipment Operator – Overtime	20	HR	<u>\$52.95</u>	<u>\$1,059.00</u>
	Regular Hours: Mon – Fri 6:00 a.m. – 3:00 p.m. Overtime: Mon – Fri 3:00 p.m. – 6:00 a.m., weekends and FCPS Holidays				

Section 4 – Equipment Rates

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Skid Steer Loader	10	HR	<u>\$12.60</u>	<u>\$126.00</u>
2.	Backhoe Loader	10	HR	<u>\$26.25</u>	<u>\$262.50</u>
3.	Dump Truck	10	HR	<u>\$30.45</u>	<u>\$304.50</u>
4	Pneumatic Blower Truck (for blowing other materials)	10	HR	<u>\$105.00</u>	<u>\$1,050.00</u>
5.	Other Equipment: <u>N/A</u>	10	HR	<u>\$</u>	<u>\$</u>

	Total Amount of Bid (Sections 1 through 4)				<u>\$26,751.00</u>
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NOTE: Fairfax County Public Schools conducts all procurement activities in accordance with delegated authority from the Purchasing Agent of Fairfax County Government. Bids submitted in response to FCPS' solicitations must be submitted electronically through Bonfire on or before the date and time stipulated in the solicitation.

IFB 2000003966
Engineered Wood Fiber for Playgrounds

IMPORTANT NOTICE
THIS IS AN ELECTRONIC PROCUREMENT (eBID)
SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE PORTAL
(<https://fcps.bonfirehub.com>)

Fairfax County Public Schools (FCPS) uses a procurement portal powered by Bonfire Interactive for accepting and evaluating bids. To register, visit <https://fcps.bonfirehub.com>. Additional assistance is also available at Support@GoBonfire.com.

Submitting bids via the Bonfire portal is **mandatory**. FCPS will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this IFB. Reference section titled "Submission of Bids" in the Special Provisions.

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

All questions pertaining to this IFB must be submitted in writing to the Contract Specialist Humaira Hassan at hfhassan@fcps.edu no later than June 14, 2024 at 5:00pm.

ISSUE DATE: June 6, 2024	REQUEST FOR PROPOSAL NUMBER: IFB 2000003966	TITLE: Engineered Wood Fiber for Playgrounds
DEPARTMENT: Facilities Management	DUE DATE/TIME: June 21, 2024 at 2:00PM	CONTRACT ADMINISTRATOR: 571-423-3598 or _____@fcps.edu

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.: _____
Firm name	
_____	E-Mail Address: _____
Address1	
_____	Federal Employer Identification No: _____
Address2	OR _____
_____	Federal Social Security No. _____
City, State	(Sole Proprietor)
_____	Prompt Payment Discount: ____% for payment within _____ days/net _____ days
Zip code	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 certification set forth in Appendix B.

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

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

☐ WOMEN OWNED LARGE (A) ☐ NON-PROFIT (9)

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

Vendor Legally Authorized Signature	Date
Print Name and Title:	

Sealed proposals subject to terms and conditions of this Request for Proposal shall be submitted through Bonfire at <http://fcps.bonfirehub.com>

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS**1. SCOPE:**

- 1.1. The purpose of this solicitation is to establish a term contract(s) for Mulch Wood Installation for Playgrounds for all departments and activities of Fairfax County Public Schools and Fairfax County Government for the requirements listed in this solicitation.
- 1.2. Bidders are required to include the following with their bid:
 - a. Vendor's legal Authorized Signature (DPMM32 – Cover sheet)
 - b. Appendix B
 - c. Addenda, if any
 - d. Pricing Schedule
 - e. Product Information

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

2. BIDDER QUALIFICATIONS:

- 2.1. Bidders must submit all documents marked “required” on Bonfire through the FCPS Bonfire portal for their bids to be deemed responsive. Bonfire will not allow bids to be submitted unless all required items are completed.

3. PUBLIC BID OPENING:

- 4.1 A public Bid Opening is scheduled on June 21, 2024 at 2:00pm via Zoom Video Conference. Anyone interested in attending the public bid open can contact the Contract Specialist Humaira Hassan at hfhassan@fcps.edu to obtain the zoom link.

4. PERIOD OF CONTRACT:

- 4.1. The period of this contract shall be from the date of award through June 30, 2029.
- 4.2. Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through the Office of Procurement Services. FCPS reserves the right to renew the contract for three (3) additional one-year periods.
- 4.3. Notice of intent to renew will be given to the Contractor in writing by the Office of Procurement Services, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)
- 4.4. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. PRICES AND PRICE ADJUSTMENT:

- 5.1. All prices/discounts shall be F.O.B. Destination, freight prepaid and allowed and shall include all

SPECIAL PROVISIONS

charges that may be imposed in fulfilling the terms of this contract.

- 5.2. If labor rates are requested, the rates specified by the bidder shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- 5.3. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Purchasing Agent. Upon receipt of the Contractor's request, the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
- 5.4. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)
- 5.5. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the County Purchasing Agent. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via County Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The County Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.
- 5.6. Price decreases shall be made in accordance with paragraph 40 of the General Conditions and Instructions to Bidders.

6. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

- 6.1. Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise. Please refer to the paragraph entitled, METHOD OF ORDERING.
- 6.2. The quantities specified in this solicitation are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. Waiver of ten percent (10%) limitation in paragraph 28, General Conditions and Instructions to Bidders, is acknowledged.

7. DELIVERY/TIME OF PERFORMANCE:

- 7.1. Fairfax County requires that delivery be made at destination within the shortest time frame possible. Bidders must insert a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of order (ARO). Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given consideration. **FAILURE TO PROVIDE A DEFINITIVE DELIVERY TIME MAY RESULT IN THE DISQUALIFICATION OF THE BIDDERS' BID IN ITS ENTIRETY OR FOR THE ITEM SPECIFIED.**
- 7.2. FCPS requires that on-site response time be within five (5) business days after receipt of call for routine calls and forty-eight (48) hours after receipt of call for emergency calls. Bidders must insert a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of order (ARO).

SPECIAL PROVISIONS

- 7.3. Regular hours are 6:00 a.m. through 3:00 p.m., Monday through Friday. Overtime hours are defined as Monday through Friday, 3:00 p.m. through 6:00 a.m., weekend and holidays.
- 7.4. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 6:00 A.M. and 3:00 P.M. on regular County business days unless other arrangements have been made.
- 7.5. The County may pick up orders from the vendor when it is in the best interest of the County. In these instances the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.

8. QUOTATION LIMITATION:

- 8.1. Bidders shall offer only ONE ITEM AND PRICE for each line item bid. No alternatives will be accepted, unless requested by the County. If an "or equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.

9. INTERPRETATION OF BID:

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

Humaira Hassan, Contract Specialist
 Fairfax County Public Schools
 Office of Procurement Services
 8115 Gatehouse Road, Suite 4400
 Falls Church, Virginia 22042-1203
 Telephone: 571-423-3598
 Email: hfhassan@fcps.edu

10. PRODUCT INFORMATION:

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

11. SAMPLES:

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

Fairfax County Public Schools
 Sideburn Support Center
 Attn: Daryl Martin
 5025 Sideburn Support Center
 Fairfax, VA 22032

SPECIAL PROVISIONS**12. SUBMISSION OF BIDS:**

- 12.1. Bids must be received electronically through FCPS' online Procurement Portal at: <https://fcps.bonfirehub.com>, on or before the Submittal Deadline. Bids will only be accepted through the portal. Fairfax County will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this IFB. Bid submissions and registration are free of charge. Bidders can register for a free account at: <https://fcps.bonfirehub.com>, which will be required when preparing a bid. Documents may be uploaded at any time during the open period. The official time used for receipt of bids/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com.
- 12.2. If, at the time of the scheduled bid closing FCPS is closed due to inclement weather or another unforeseeable event, the bid closing will still proceed electronically through the Bonfire system.
- 12.3. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
- 12.4. By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions.

13. PERFORMANCE EVALUATION

The contractor's performance will be evaluated based on the following criteria

CRITERIA	PERFORMANCE RATING
Performance meets contractual requirements. Performance elements contain some minor problems for which corrective actions were taken. Minimum number of valid complaints about the performance of the Contractor received within in a year.	Satisfactory
Performance does not meet contractual requirements and reflect a serious problem for which the Contractor has not identified corrective actions in a timely manner or at all. The performance of the element contains serious problem(s) for which lacked the contractor's corrective actions or corrective actions were ineffective. Serious problems include but are not limited to consistent lack of availability of meeting timelines or working in cooperation with FCPS personnel.	Unsatisfactory

If 10% or more of the complaints per year fall in the unsatisfactory performance rating bracket, then further actions may be taken with the final option to terminate the contract for cause. Refer to General Conditions and Instructions to Bidders Paragraph 31.

14. ADDENDA:

- 14.1. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. The last chance to submit questions to be addressed in addenda is June 14, 2024 at 5:00pm. All addenda shall be signed and submitted as stated on the addenda in Bonfire. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage, as well as the Bonfire portal. It is the Bidder's responsibility to monitor

SPECIAL PROVISIONS

the web page for the most current addenda at www.fairfaxcounty.gov/solicitation.

15. CONTACT FOR ADMINISTRATION:

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

16. BID EVALUATION/CONTRACT AWARD:

- 16.1. All items listed in this solicitation will be awarded on the basis of a Firm Fixed price to the lowest responsive responsible bidder meeting specifications.
- 16.2. The County reserves the right to award the contract in the aggregate, by line item, by section, or by Manufacturer and to make a Primary and Secondary award, based on the best interest of the County.

17. SAFETY DATA SHEET (SDS):

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

18. CONTRACT INSURANCE PROVISIONS

- 18.1. The Contractor shall be responsible for its work and all materials, tools, equipment, appliances, and property of any and all description used in connection with this contract. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 18.2. The Contractor shall, during the continuance of all work under the contract maintain the following insurance:
- a. Statutory Workers' Compensation and Employer's Liability with limits of at least \$100,000 to protect.
 - b. Commercial General Liability insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate including contractual liability, personal and advertising injury, and products, completed operations coverage.
 - c. Automobile Liability insurance, in the amount of \$1,000,000 Combined Single Limit covering all vehicles operated by in in use by the Contractor in the performance of this contract.
- 18.3. Fairfax County Public Schools, the Fairfax County School Board, its officers and employees shall be named as an additional insured in the Automobile and General Liability policies.
- 18.4. Additional Requirements

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- a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
- b. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- c. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- d. Prior to commencement of services and during the term of the contract, the contractor will provide a signed Certificate of Insurance citing the contract number and such coverage as required in this section.
- e. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.
- f. The certificate holder's name and address shall read: Fairfax County Public Schools, 8115 Gatehouse Road, Falls Church, VA 22042.

19. METHOD OF ORDERING:

- 19.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards. The method of payment is at the discretion of the County. No additional surcharges will be accepted for the use of the procurement card.
- 19.2. 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.
- 19.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 19.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 19.5. 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.

20. CORRESPONDENCE:

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

21. ADDITIONS/DELETIONS:

- 21.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and

SPECIAL PROVISIONS

the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

22. CANCELLATION OF ORDERS:

- 22.1. Purchases made under this contract are for readily available supplies. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

23. EMERGENCY PURCHASES:

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

24. SALES/DELIVERY TICKETS:

- 24.1. Orders placed under this contract for delivery placed by PO, Procurement Card or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket. The Contractor's Sales/Delivery Ticket shall contain the following information:
1. Contractor's Name
 2. Purchase Order number
 3. Date of Purchase
 4. Itemized list of supplies furnished
 5. Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the Contract.
 6. Name of authorized representative ordering the supplies
 7. Name of Agency receiving the supplies.
- 24.2. In all instances, the Contractor will prepare a Sales/Delivery Ticket, whether delivery is made by the Contractor or pick up is made by a FCPS representative at the Contractor's place of business. The Contractor's Sales/Delivery Ticket will be signed, by the FCPS representative, with a copy being retained by the Contractor.

25. INVOICING PROCEDURE:

- 25.1. The Contractor shall submit a Summary Invoice once each month, listing the Sales/Delivery Ticket numbers covering deliveries made during the monthly billing period and submitted to the BILL TO address shown on the Purchase Order. The invoice must be accompanied by one copy of each signed Sales/Delivery Ticket.
- 25.2. Invoices shall be email at FCPSInvoices@fcps.edu
- 25.3. The invoice shall contain the applicable Purchase Order number and the name of the Agency receiving the supplies. Payment will be made once each month.

26. ORDER OF PRECEDENCE:

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

27. AUDIT:

- 27.1. The Contractor shall retain all books, records, and other documents relative to this contract for

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three (3) years after final payment, or until audited by the County of Fairfax, whichever is sooner. The County shall have full access to and the right to examine any of said materials during the retention period.

28. SUBCONTRACTING:

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

29. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 29.1. Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid. (See Appendix B for sample listing).
- 29.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 29.3. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 29.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 29.5. 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.

30. NEWS RELEASES BY VENDORS:

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

31. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 31.1. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Employee Relations at 571-423-3070, HRequity&empolyeerelations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 31.2. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County

SPECIAL PROVISIONS

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.

32. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 32.1. 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.

33. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:

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

TECHNICAL SPECIFICATIONS

A. Wood Playground Mulch:

- 1) Material to be used shall consist of North American hardwoods such as Oak, Maple, Ash, Poplar, Hickory, Beech, Birch, Elm, and Locust. All woods shall have been debarked and free of soil, leaves and twig material and other contaminants which hasten decomposition. No chemical treatment or additives shall be present. It must meet ASTM F 1292 requirements.
- 2) No recycled wood from pallets or waste wood shall be used due to the possibility of contamination and the risk of poor surface stability.
- 3) Dimensions:
 - a) Wood Playground Mulch used shall be randomly sized, approximately ten (10) times longer than wide.
 - b) Wood Playground Mulch used shall meet the graduation requirements of ASTM C 136: The method for Sieve Analysis of Fine and Coarse Aggregates (1984a)

Percent Passing	
Sieve Size	Passing by Weight %
3/4 in.	100
3/8 in.	98
No. 4	80
No. 10	42
No. 60	3
No. 200	.5

- c) Ninety-eight percent (98%) of the Wood Playground Mulch dimensions shall not exceed 4.00 centimeters in length, 1.30 centimeters in width and 3.25 centimeters in depth.
- 4) Permeability:
 - a) Coefficient of permeability shall be greater than 0.6 cm/sec ASTM D 2434
 - b) Moisture absorption of the Wood Playground Mulch shall be no greater than one hundred and fifty percent (150%) by weight.

B. Double Shredded Hardwood Landscape Mulch:

- 1) Double shredded hardwood landscape mulch shall be coarse double shredded, natural hardwood waste by-product from whole trees or portions of trees. Particles shall be approximately 1" - 4" in length, uniform in texture and overall color, with a maximum 25%. It must not be color enhanced. Shall be free of weeds and weed seeds, leaves, twigs, paint, pesticides, petroleum products, or any other deleterious materials.

C. Organic Compost

- 1) Organic Compost shall consist entirely of leaves, grass and brush to produce a stable, highly beneficial and environmentally friendly product. Organic Compost shall contain no substances toxic to plants and shall be reasonably free (1% by dry weight) of man-made foreign matter and will possess no objectionable odors and shall not resemble the raw material from which it was derived. Organic Compost must be Seal of Testing Assurance (STA) Certified Compost by the U.S. Composting Council's Seal of Testing Assurance Program.

PRICING SCHEDULE
Section 1 – Complete Installation Services

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Wood Playground Mulch TIME OF PERFORMANCE: Service & delivery Time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$____ (additional fee, if any)	100	CY	\$_____	\$_____
2.	Double Shredded Hardwood Landscape Mulch TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$____ (additional fee, if any)	100	CY	\$_____	\$_____
3.	Organic Compost TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$____ (additional fee, if any)	100	CY	\$_____	\$_____
	Total			\$_____	\$_____

Section 2 – Other Services

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Mulch Blowing Services TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$____ (additional fee, if any)	100	CY	\$_____	\$_____
2.	Wood Playground Mulch Delivery only TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$____ (additional fee, if any)	100	CY	\$_____	\$_____
3.	Double Shredded Mulch Delivery only TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 ____ Business days after receipt of order for routine calls ____ Hours after receipt of order for emergency calls \$____ (additional fee, if any)	100	CY	\$_____	\$_____

4,	Organic Compost Delivery only TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 _____ Business days after receipt of order for routine calls _____ Hours after receipt of order for emergency calls \$_____ (additional fee, if any)	100	CY	\$ _____	\$ _____
	Total			\$ _____	\$ _____

Section 3 – Labor Rates

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Supervisor – Regular Hours	40	HR	\$ _____	\$ _____
2.	Laborer – Regular Hours	80	HR	\$ _____	\$ _____
3.	Equipment Operator – Regular Hours	60	HR	\$ _____	\$ _____
4	Supervisor - Overtime	20	HR	\$ _____	\$ _____
5.	Laborer - Overtime	30	HR	\$ _____	\$ _____
6.	Equipment Operator – Overtime	20	HR	\$ _____	\$ _____
	Regular Hours: Mon – Fri 6:00 a.m. – 3:00 p.m. Overtime: Mon – Fri 3:00 p.m. – 6:00 a.m., weekends and FCPS Holidays				

Section 4 – Equipment Rates

<u>Item No.</u>	<u>Item Description</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extension</u>
1.	Skid Steer Loader	10	HR	\$ _____	\$ _____
2.	Backhoe Loader	10	HR	\$ _____	\$ _____
3.	Dump Truck	10	HR	\$ _____	\$ _____
4	Pneumatic Blower Truck (for blowing other materials)	10	HR	\$ _____	\$ _____
5.	Other Equipment: _____	10	HR	\$ _____	\$ _____

	Total Amount of Bid (Sections 1 through 4)				\$ _____
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GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

CONDITIONS OF BIDDING

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

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

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
5. **WITHDRAWAL OF BIDS**- Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.
6. **ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.
7. **LABELING OF BIDS** – All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
8. **ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
9. **CONDITIONAL BIDS**-Conditional bids may be rejected in whole or in part.
10. **BIDS FOR ALL OR PART**-The Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating, but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
11. **AREA BIDS**-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
12. **RECEIPT OF BIDS**-Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.
13. **BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 64, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <https://www.fairfaxcounty.gov/procurement/bid-tab>
- Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.
14. **OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.
- If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
15. **BIDDER INTERESTED IN MORE THAN ONE BID**-If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
17. **PROHIBITION AGAINST UNIFORM PRICING**-The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.
18. **UNBALANCED BIDS**—A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent, both mathematically and materially unbalanced, may be rejected as non-responsive.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

SPECIFICATIONS

19. **CLARIFICATION OF TERMS**—If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
20. **BRAND NAME OR EQUAL ITEMS**—Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
21. **SPECIFICATIONS**—When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

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

AWARD

22. **AWARD OR REJECTION OF BIDS**—The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.
- In determining the responsibility of a bidder, the following criteria will be considered:
- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
 - j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
23. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS**—A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
- a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
 - b. Acceptance Agreement
 - c. General Conditions and Instructions to Bidders
 - d. Special Provisions and Specifications
 - e. Pricing Schedule
 - f. Any Addenda/Amendments/Memoranda of Negotiations

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

24. **TIE-BIDS** – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.
25. **PROMPT PAYMENT DISCOUNT-**
- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
 - b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
 - c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.
- For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.
26. **INSPECTION-ACCEPTANCE-** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
27. **DEFINITE BID QUANTITIES-**Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
28. **REQUIREMENT BID QUANTITIES-**On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

29. **TERMINATION OF CONTRACTS-**Contracts will remain in force for (i) the full period specified or (ii) until all articles ordered before date of termination, but arriving after the termination date, are satisfactorily delivered, accepted, and any further requirements and conditions are met, unless the Contract is:
- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
30. **TERMINATION FOR CONVENIENCE-**
- a. A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective.
 - b. An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 30.b shall survive termination of the contract.
31. **TERMINATION OF CONTRACT FOR CAUSE-**
- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
 - b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
32. **CONTRACT ALTERATIONS-**No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

33. **SUBLETTING OR ASSIGNMENT** -It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
34. **FUNDING-** The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
35. **DELIVERY/SERVICE FAILURES-**If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
36. **NON-LIABILITY-**The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
37. **NON-DISCRIMINATION-**During the performance of this contract, the Contractor agrees as follows:
- 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.
 - 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.
 - 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.
 - 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.
 - Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
38. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE-**
- It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
 - 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.
 - Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
39. **GUARANTEES & WARRANTIES-**All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
40. **PRICE REDUCTION-**If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.
41. **CHANGES-**If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

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

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

DELIVERY PROVISIONS

43. **SHIPPING INSTRUCTIONS - CONSIGNMENT**-Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
44. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED**-Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County's own property.
45. **INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
46. **COMPLIANCE**-Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.
47. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
48. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
49. **METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
50. **REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
51. **PACKING SLIPS OR DELIVERY TICKETS**-All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- The Purchase Order Number,
 - The Name of the Article and Stock Number (Supplier's),
 - The Quantity Ordered,
 - The Quantity Shipped,
 - The Quantity Back Ordered,
 - The Name of the Contractor.

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BILLING

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

PAYMENTS

53. **PAYMENT**-Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
54. **PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
55. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

56. **GENERAL GUARANTY**-Contractor agrees to:
- 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.
 - Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
 - Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - 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.
 - Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
 - Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
57. **SERVICE CONTRACT GUARANTY**-Contractor agrees to:
- Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
 - 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.
 - All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
 - Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
 - 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

58. INDEMNIFICATION-

- a. **General Indemnification.** Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
- b. **Intellectual Property Indemnification.** In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

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

- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before raising such defense or entering into such resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

59. OFFICIALS NOT TO BENEFIT-

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

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

61. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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.

62. **COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
63. **VIRGINIA FREEDOM OF INFORMATION ACT**-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
 - e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).
 - f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.

BIDDER/CONTRACTOR REMEDIES

64. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.
 - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 - 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
 - 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:
 - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 - 5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

65. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within 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 5.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

66. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

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

67. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 5.C of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 5.C, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

68. CONTRACTUAL DISPUTES-

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

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

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

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

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

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

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

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

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

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
- c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
- d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
- e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

APPROVED:

/S/ Elizabeth D. Teare
COUNTY ATTORNEY

/S/ LeeAnne Pender
ACTING COUNTY PURCHASING AGENT

CONTACT INFORMATION

1. Contract Administration

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

NAME: _____ TITLE: Engineered Wood Fiber for Playgrounds
ADDRESS: _____ PHONE: (____) _____
EMAIL: _____

2. Contract ordering

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

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

3. Accounting Administration

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

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

BIDDER DATA SHEET

NAME OF BIDDER: _____

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: () _____

Email address: _____

Fiscal representative: _____

Telephone number: () _____

Email address: _____

Payment 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: ☐

Signature

Date

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 submit a copy of your current Fairfax County Business License with your bid.

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 bidders submitting a bid in response to this Invitation for Bid:

1. The Bidder certifies, to the best of its knowledge and belief, that neither the Bidder 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 non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement 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 Bidder shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Bidder 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 Bidder rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature: _____ Date: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SSN or TIN No: _____

Certification Regarding Ethics in Public Contracting

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

Check one:

☐

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

☐

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

☐

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

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

Recipient: _____

Date of Gift: _____

Description of the gift and its value: _____

Description of the consideration received in exchange and its value: _____

Printed Name of Bidder Representative: _____

Signature: _____ Date: _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

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

Sample Listing of Local Public Bodies

REFERENCE, SPECIAL PROVISIONS, PARAGRAPH TITLED "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended 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 (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

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.

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Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

SUBCONTRACTOR (S) NOTIFICATION FORM

Solicitation No. / Title: _____

Prime Contractor's 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. Special Provisions, titled "Subcontracting"). 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 bid.

DATE: June 14, 2024

ADDENDUM NO. 1

TO: ALL PROSPECTIVE BIDDERS

REFERENCE: IFB 2000003966

FOR: Engineered Fiber Wood for Playgrounds

OPENING DATE/TIME: June 21, 2024 at 2:00PM

IFB CLARIFICATIONS:

The following are responses to questions received via email on June 12, 2024.

Q1. How many yards of **wood playground mulch** from pricing schedule section 1 -service and delivery are used typically per year?

A1. **8,400 yds.**

Q2. How many yards of **double shredded hardwood mulch** from pricing schedule section 1 -service and delivery are used typically per year?

A2. **2,000 yds.**

Q3. How many yards of **organic compost** from pricing schedule section 1 -service and delivery are used typically per year?

A3. **Not used very often.**

Q4. Schedule Section 1 items can be installed by any method or are these items intended to be installed with a pneumatic blower truck?

A4. **Both pneumatic and manual.**

Q5. How many yards of **Mulch Blowing Services** were used last year pricing schedule section 2? over the last three years?

A5. **Last year – 2,800 yds. Over last three years roughly 8,400 yds.**

Q6. How many yards of **Wood Playground Mulch** were delivered only last year – from pricing schedule section 2? over the last three years?

A6. **Last year – roughly 1,333 yds. Over last three years – 4,000 yds.**

Q7. How many yards of **double shredded hardwood** mulch were delivered only last year – from pricing schedule section 2? over the last three years?

A7. **Last year 700 yds. Over last three years 2,000 yds.**

Q8. How many yards of **organic compost** were delivered only last year? over the last three years?

A8. **Last three years organic compost hasn't been used.**

Q9. The delivery quantity shows 100 cy is this for bid purposes only or does the county request material in quantities of 100 cy.

A9. **It depends on the need and varies from month to month.**

Q10. How are quantities for each school determined. Is the awarded contractor responsible for providing quantities or will the county agent provide quantities needed at each location?

A10. **FCPS will provide the quantities and location that needs to be serviced.**

Q11. Is the line-item equipment operator used to define an individual who runs either a skid loader, backhoe, dump truck, pneumatic blower truck or does it have a different purpose?

A11. **Does not have a different purpose. To capture the exact hours worked (operator).**

Q12. When you use the phrase "**service and delivery**" are all costs associated with the material and all labor and all equipment needed included in pricing for this item ergo all labor and material.

A12. **Yes, everything should be included.**

Q13. Is labor added on for each task of "**Service and Delivery**" such as operator for 5 hrs and two laborers at five hours each and a pneumatic blower truck.

A13. **Yes**

Q14. Is it possible to see what a typical request by the county looks like for each item.

A14. **The department can only provide an estimate per each location.**

Q15. What is "Mulch Blowing Services" used for specifically – This is found in pricing section 2 other services?

A15. **Mulch blowing services is typically used for playground installation.**

Q16. Is "mulch blowing services" a line item (pay item) we would charge if we were using a blower truck to install playground mulch at a school in Fairfax County in conjunction with the "**wood playground mulch**" service and delivery pay item?

A16. **Can not be determined until the IFB is awarded.**

Q17. Is it possible to see what an invoice looks like for services rendered at a school for "**wood playground mulch**" last year.

A17. **We can only provide example of yardage received of in-depth areas.**

Q18. Is it possible to see what an invoice looks like for services rendered at a school for "**double shredded hardwood mulch**" last year.

A18. **We can only provide example of yardage received of in-depth areas.**

Q19. Is it possible to see what an invoice looks like for services rendered at a school for "**organic compost**" last year.

A19. **We can only provide example of yardage received of in-depth areas, and per contract.**

Q20. The bid has a **total amount section 1-4** – is this number the deciding factor in award or are the items in each section weighted differently.

A20. **Yes, the total amount is the determining factor for award. Bid is awarded to the lowest responsible and responsive bidder.**

Q21. If so which section or items carry the greatest weight?

A21. **N/A**

Q22. Will all potential bidders questions posted after the 14th at 5pm on the bonfire site?

A22. **All questions received on June 14th, 2024, by 5pm will be posted on Bonfire by an Addendum. All addenda need to be signed and submitted with bid response.**

Q23. Delivery Items do they go to various locations throughout the county or to a general facility.

A23. **Installation with truck to different schools, bulk material to one location.**

Q24. If it is a general facility what are the location and hours of operation? 6-2:30pm , business hours (M-Friday).

A24. **Please refer to section 7.3. of Special Provisions for hours of operation. The location address is: 5025 Sideburn Support Center, Fairfax, VA 22032**

Q25. Is "Mulch blower services" a general term for use of a pneumatic blower truck?

A25. **Truck only.**

Q26. If the awarded contractor has one of his material suppliers make a delivery to a county facility is that supplier considered a subcontractor or are they considered a part of the contractors' staff?

A26. **That's a subcontractor.**

Q27. Are there time restrictions on when work can be done at schools and other county facilities?

A27. **Yes, restrictions apply. All work needs to be scheduled in prior due to weather, season and school/building timings.**

Q28. If a school are employees allowed to work during bus lane and drop/off pickup hours?

A28. **Will have to work with the kiss and ride/pick up timings and/or when staff has moved and clear the area.**

Q29. What type of tasks will supervisors and laborers be doing? what have those hours been used for historically? Supervision and mulch installation.

A29. **Overseeing the task is completed in a timely manner, and per contract.**

All other terms and conditions remain unchanged.


Delphine Lambert
Manager, Contracts

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT
INVITATION FOR BID.

Name of Bidder

Signature

Date

RETURN A SIGNED ORIGINAL AND COPIES AS REQUESTED IN THE SOLICITATION.

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE
ORIGINAL BID DOCUMENT. THE ORIGINAL BID DOCUMENT MUST BE SIGNED.

ISSUE DATE: June 6, 2024	REQUEST FOR PROPOSAL NUMBER: IFB 2000003966	TITLE: Engineered Wood Fiber for Playgrounds
DEPARTMENT: Facilities Management	DUE DATE/TIME: June 21, 2024 at 2:00PM	CONTRACT ADMINISTRATOR: 571-423-3598 or hf hassan @fcps.edu

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:

Envirogrow Lawn & Landscape Inc. dba Mulch Solutions Inc.	Telephone/Fax No.: 703-876-8470/703-876-8471
Firm name	
14840 Murdock Street	E-Mail Address: larry@mulchsolutions.com
Address1	
	Federal Employer Identification No:
Address2	OR 54-183-6016
Chantilly	Federal Social Security No.
City, State	(Sole Proprietor)
22151	Prompt Payment Discount: 2 % for payment within 10 days/net 30 days
Zip code	State Corporation Commission
	(SCC) Identification No. 04789749

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 certification set forth in Appendix B.

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

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

☐ WOMEN OWNED LARGE (A) ☐ NON-PROFIT (9)

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION

Vendor Legally Authorized Signature Lawrence R Conrad Digitally signed by Lawrence R Conrad Date: 2024.06.12 09:52:17 -04'00'	Date 6/12/24
Print Name and Title: Lawrence R Conrad ----Sales Manager/VP	

Sealed proposals subject to terms and conditions of this Request for Proposal shall be submitted through Bonfire at <http://fcps.bonfirehub.com>

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



CONTACT INFORMATION

1. Contract Administration

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

NAME: Larry Conrad TITLE: Sales Manager/VP
ADDRESS: 14840 Murdock St Chantilly VA 22151 PHONE: () 571-228-8844
EMAIL: larry@mulchsolutions.com

2. Contract ordering

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

NAME: Larry Conrad TITLE: Sales Manager/VP
ADDRESS: 14840 Murdock Street Chantilly VA 22151 PHONE: () 571-228-8844
EMAIL: larry@mulchsolutions.com

3. Accounting Administration

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

NAME: Chris Hunt TITLE: President
ADDRESS: 14840 Murdock Street Chantilly VA 22151 PHONE: () 703-876-8470
EMAIL: chris@mulchsolutions.com

BIDDER DATA SHEET

NAME OF BIDDER: Envirogrow Lawn & Landscape Inc. dba Mulch Solutions Inc.

ADDRESS: 14840 Murdock Street
Chantilly VA 22151

E-MAIL ADDRESS: Larry Conrad, larry@mulchsolutions.com Chris Hunt, chris@mulchsolutions.com

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

Service representative: Larry Conrad
Telephone number: ((571) 228-8844
Email address: larry@mulchsolutions.com

Fiscal representative: Chris Hunt
Telephone number: ((703) 876-8470
Email address: cchris@mulchsolutions.com

Payment 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:
04789749 **-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: ☐

Lawrence R
Conrad
Signature

Digitally signed by
Lawrence R Conrad
Date: 2024.06.12
08:53:11 -04'00'

6/12/24

Date

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: 2005 _____

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.

Bulk Materials installation and delivery -Playground chips IPEMA Cert, green roof mixes, mulch all types, compost, sand, gravel- with Pneumatic blower trucks and with dump trucks and tractor trailers.

Playground Maintenance Wood Safety Surfaces- digouts, renovation borders, drainage -Sand for Volley ball Courts

Commercial and residential landscape maintenance

Lawrence R Conrad

Digitally signed by Lawrence R Conrad
Date: 2024.06.12 09:55:40 -04'00'

Signature

6/12/24

Date

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

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 bidders submitting a bid in response to this Invitation for Bid:

1. The Bidder certifies, to the best of its knowledge and belief, that neither the Bidder 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 non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement 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 Bidder shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Bidder 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 Bidder 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: Lawrence R Conrad

Signature:  Date: 6/12/24

Company Name: Envirogrow Lawn & Landscaping Inc. dba Mulch Solutions Inc.

Address: 14840 Murdock Street

City: Chantilly State: VA Zip: 22151

SSN or TIN No: 54-183-6016

Certification Regarding Ethics in Public Contracting

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

Check one:

☒

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

☐

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

☐

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

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

Recipient: _____

Date of Gift: _____

Description of the gift and its value: _____

Description of the consideration received in exchange and its value: _____

Printed Name of Bidder Representative: Lawrence R Conrad

Signature: [Signature] Date: 6/12/24

Company Name: Envirogrow Lawn & Landscape Inc. dba Mulch Solutions Inc.

Company Address: 14840 Murdock Street

City: Chantilly State: VA Zip: 22151

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

Sample Listing of Local Public Bodies

REFERENCE, SPECIAL PROVISIONS, PARAGRAPH TITLED "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended 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.

*Eavingrow Lawn & Landscape Inc.
dba Mulch Solutions Inc.*

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 (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

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DEFINITIONS

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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.

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SUBCONTRACTOR(S) NOTIFICATION FORM

Solicitation No. / Title: IFB20000039661 Engineered Wood Fiber for Playgrounds

Prime Contractor's Name: Envirogrow Lawn & Landscape Inc. dba Mulch Solutions Inc.

Prime Contractor's Classification: A - Small Business

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. Special Provisions, titled "Subcontracting"). 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
Quail Ridge Products	4821 Massaponax Church Road	Fredericksburg	VA	22407	13,300.00	supplier
Pallet One	2340 Ike Brooks Rd	Siler City	NC	27344	31,992.00	supplier

Complete and return this form with your bid.

FAIRFAX COUNTY BUSINESS PROFESSIONAL & OCCUPATIONAL LICENSE

12000 Government Center Parkway Fairfax, VA 22035, Phone: 703-222-8234

BUSINESS LOCATION:
14840 MURDOCK ST
CHANTILLY VA 20151

LICENSE NUMBER:
2460792

BUSINESS OWNER:
ENVIRO GROW, LAWN & LANDSC

TRADE NAME:
ENVIRO GROW LAWN & LANDSC

BUSINESS MAILING ADDRESS:
14840 MURDOCK ST
CHANTILLY VA 20151-1019



LICENSE TAX PERIOD:
January 01, 2024 TO December 31, 2024
THIS LICENSE IS VALID THRU MARCH 1, 2025

CLASSIFICATION:
BUSINESS SERV OCCUPATION

Young Tarry, Director
Personal Property & Business License Division
Department of Tax Administration

Jay Doshi, Director
Department of Tax Administration

The issuance of this license does not relieve the business owner of the responsibility of complying with all County and other legal requirements.

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
02-28-2025

NUMBER

2705138650

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS LSC



ENVIROGROW LAWN & LANDSCAPING INC
MULCH SOLUTIONS
PO BOX 2864
MERRIFIELD, VA 22116



Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

Donald J. Miller
Donald J. Miller, Director

DPOR-LIC (02/2017)

DATE: June 14, 2024

ADDENDUM NO. 1

TO: ALL PROSPECTIVE BIDDERS
REFERENCE: IFB 2000003966
FOR: Engineered Fiber Wood for Playgrounds
OPENING DATE/TIME: June 21, 2024 at 2:00PM

IFB CLARIFICATIONS:

The following are responses to questions received via email on June 12, 2024.

Q1. How many yards of **wood playground mulch** from pricing schedule section 1 -service and delivery are used typically per year?

A1. **8,400 yds.**

Q2. How many yards of **double shredded hardwood mulch** from pricing schedule section 1 -service and delivery are used typically per year?

A2. **2,000 yds.**

Q3. How many yards of **organic compost** from pricing schedule section 1 -service and delivery are used typically per year?

A3. **Not used very often.**

Q4. Schedule Section 1 items can be installed by any method or are these items intended to be installed with a pneumatic blower truck?

A4. **Both pneumatic and manual.**

Q5. How many yards of **Mulch Blowing Services** were used last year pricing schedule section 2? over the last three years?

A5. **Last year – 2,800 yds. Over last three years roughly 8,400 yds.**

Q6. How many yards of **Wood Playground Mulch** were delivered only last year – from pricing schedule section 2? over the last three years?

A6. **Last year – roughly 1,333 yds. Over last three years – 4,000 yds.**

Q7. How many yards of **double shredded hardwood** mulch were delivered only last year – from pricing schedule section 2? over the last three years?

A7. **Last year 700 yds. Over last three years 2,000 yds.**

Q8. How many yards of **organic compost** were delivered only last year? over the last three years?

A8. **Last three years organic compost hasn't been used.**

Q9. The delivery quantity shows 100 cy is this for bid purposes only or does the county request material in quantities of 100 cy.

A9. **It depends on the need and varies from month to month.**

Q10. How are quantities for each school determined. Is the awarded contractor responsible for providing quantities or will the county agent provide quantities needed at each location?

A10. **FCPS will provide the quantities and location that needs to be serviced.**

Q11. Is the line-item equipment operator used to define an individual who runs either a skid loader, backhoe, dump truck, pneumatic blower truck or does it have a different purpose?

A11. **Does not have a different purpose. To capture the exact hours worked (operator).**

Q12. When you use the phrase "**service and delivery**" are all costs associated with the material and all labor and all equipment needed included in pricing for this item ergo all labor and material.

A12. **Yes, everything should be included.**

Q13. Is labor added on for each task of "**Service and Delivery**" such as operator for 5 hrs and two laborers at five hours each and a pneumatic blower truck.

A13. **Yes**

Q14. Is it possible to see what a typical request by the county looks like for each item.

A14. **The department can only provide an estimate per each location.**

Q15. What is "Mulch Blowing Services" used for specifically – This is found in pricing section 2 other services?

A15. **Mulch blowing services is typically used for playground installation.**

Q16. Is "mulch blowing services" a line item (pay item) we would charge if we were using a blower truck to install playground mulch at a school in Fairfax County in conjunction with the "**wood playground mulch**" service and delivery pay item?

A16. **Can not be determined until the IFB is awarded.**

Q17. Is it possible to see what an invoice looks like for services rendered at a school for "**wood playground mulch**" last year.

A17. **We can only provide example of yardage received of in-depth areas.**

Q18. Is it possible to see what an invoice looks like for services rendered at a school for "**double shredded hardwood mulch**" last year.

A18. **We can only provide example of yardage received of in-depth areas.**

Q19. Is it possible to see what an invoice looks like for services rendered at a school for "**organic compost**" last year.

A19. **We can only provide example of yardage received of in-depth areas, and per contract.**

Q20. The bid has a **total amount section 1-4** – is this number the deciding factor in award or are the items in each section weighted differently.

A20. **Yes, the total amount is the determining factor for award. Bid is awarded to the lowest responsible and responsive bidder.**

Q21. If so which section or items carry the greatest weight?

A21. **N/A**

Q22. Will all potential bidders questions posted after the 14th at 5pm on the bonfire site?

A22. **All questions received on June 14th, 2024, by 5pm will be posted on Bonfire by an Addendum. All addenda need to be signed and submitted with bid response.**

Q23. Delivery Items do they go to various locations throughout the county or to a general facility.

A23. **Installation with truck to different schools, bulk material to one location.**

Q24. If it is a general facility what are the location and hours of operation? 6-2:30pm , business hours (M-Friday).

A24. **Please refer to section 7.3. of Special Provisions for hours of operation. The location address is: 5025 Sideburn Support Center, Fairfax, VA 22032**

Q25. Is "Mulch blower services" a general term for use of a pneumatic blower truck?

A25. **Truck only.**

Q26. If the awarded contractor has one of his material suppliers make a delivery to a county facility is that supplier considered a subcontractor or are they considered a part of the contractors' staff?

A26. **That's a subcontractor.**

Q27. Are there time restrictions on when work can be done at schools and other county facilities?

A27. **Yes, restrictions apply. All work needs to be scheduled in prior due to weather, season and school/building timings.**

Q28. If a school are employees allowed to work during bus lane and drop/off pickup hours?

A28. **Will have to work with the kiss and ride/pick up timings and/or when staff has moved and clear the area.**

Q29. What type of tasks will supervisors and laborers be doing? what have those hours been used for historically? Supervision and mulch installation.

A29. **Overseeing the task is completed in a timely manner, and per contract.**

All other terms and conditions remain unchanged.


Delphine Lambert
Manager, Contracts

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT
INVITATION FOR BID.

Envirogrow Lawn & Landscape & Mulch Solutions Inc.
Name of Bidder


Signature

6/20/24
Date

RETURN A SIGNED ORIGINAL AND COPIES AS REQUESTED IN THE SOLICITATION.

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE
ORIGINAL BID DOCUMENT. THE ORIGINAL BID DOCUMENT MUST BE SIGNED.

PRICING SCHEDULE
Section 1 – Complete Installation Services

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Wood Playground Mulch TIME OF PERFORMANCE: Service & delivery Time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 <u>5</u> Business days after receipt of order for routine calls <u>48</u> Hours after receipt of order for emergency calls \$ <u>200</u> (additional fee, if any)	100	CY	\$ <u>34.00</u>	\$ <u>3,400</u>
2.	Double Shredded Hardwood Landscape Mulch TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 <u>5</u> Business days after receipt of order for routine calls <u>48</u> Hours after receipt of order for emergency calls \$ <u>200</u> (additional fee, if any)	100	CY	\$ <u>24</u>	\$ <u>2,400</u>
3.	Organic Compost TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 <u>5</u> Business days after receipt of order for routine calls <u>48</u> Hours after receipt of order for emergency calls \$ <u>200</u> (additional fee, if any)	100	CY	\$ <u>26</u>	\$ <u>2,600</u>
	Total			\$ <u>84</u>	\$ <u>8,400</u>

Section 2 – Other Services

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Mulch Blowing Services TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 <u>5</u> Business days after receipt of order for routine calls <u>48</u> Hours after receipt of order for emergency calls <u>\$200</u> (additional fee, if any)	100	CY	<u>\$10.50</u>	<u>\$1,050</u>
2.	Wood Playground Mulch Delivery only TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 <u>5</u> Business days after receipt of order for routine calls <u>48</u> Hours after receipt of order for emergency calls <u>\$200</u> (additional fee, if any)	100	CY	<u>\$25</u>	<u>\$2,500</u>
3.	Double Shredded Mulch Delivery only TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 <u>5</u> Business days after receipt of order for routine calls <u>48</u> Hours after receipt of order for emergency calls <u>\$200</u> (additional fee, if any)	100	CY	<u>\$20</u>	<u>\$2,000</u>

4,	Organic Compost Delivery only TIME OF PERFORMANCE: Service & delivery time of performance shall be within 5 business days after receipt of order (ARO) for routine calls and 48 hours ARO for emergency calls (Reference Special Provisions section 7.2 _____ Business days after receipt of order for routine calls _____ Hours after receipt of order for emergency calls \$_____ (additional fee, if any)	100	CY	\$ <u>23⁰⁰</u>	\$ <u>2,300⁰⁰</u>
	Total			\$ <u>78⁵⁰</u>	\$ <u>7,850⁰⁰</u>

Section 3 – Labor Rates

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Supervisor – Regular Hours	40	HR	\$ <u>40³⁵/₁₀₀</u>	\$ <u>1,614⁻</u>
2.	Laborer – Regular Hours	80	HR	\$ <u>22⁰⁵/₁₀₀</u>	\$ <u>1,764⁻</u>
3.	Equipment Operator – Regular Hours	60	HR	\$ <u>35³⁰/₁₀₀</u>	\$ <u>2,118⁻</u>
4.	Supervisor - Overtime	20	HR	\$ <u>60⁵³/₁₀₀</u>	\$ <u>1,210⁶⁰/₁₀₀</u>
5.	Laborer - Overtime	30	HR	\$ <u>33⁰⁰/₁₀₀</u>	\$ <u>992⁴⁰/₁₀₀</u>
6.	Equipment Operator – Overtime	20	HR	\$ <u>52⁹⁵/₁₀₀</u>	\$ <u>1,059</u>
	Regular Hours: Mon – Fri 6:00 a.m. – 3:00 p.m. Overtime: Mon – Fri 3:00 p.m. – 6:00 a.m., weekends and FCPS Holidays				

Section 4 – Equipment Rates

Item No.	Item Description	QTY	UOM	Unit Price	Extension
1.	Skid Steer Loader	10	HR	\$ <u>12⁶⁰/₁₀₀</u>	\$ <u>126⁶⁰/₁₀₀</u>
2.	Backhoe Loader	10	HR	\$ <u>26²⁵/₁₀₀</u>	\$ <u>262⁵⁰/₁₀₀</u>
3.	Dump Truck	10	HR	\$ <u>30⁴⁵/₁₀₀</u>	\$ <u>304⁵⁰/₁₀₀</u>
4.	Pneumatic Blower Truck (for blowing other materials)	10	HR	\$ <u>105⁴⁰/₁₀₀</u>	\$ <u>1,050⁻</u>
5.	Other Equipment: <u>NA</u>	10	HR	\$ <u>-</u>	\$ <u>-</u>

	Total Amount of Bid (Sections 1 through 4)				\$ <u>26,751⁻</u>
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Mulch Solutions

Product Information –

Blower Truck- Mulch Solutions owns six blower trucks. Listed below are the units, they are all produced by Express Blower and are in excellent shape.

EB 70 HD- This unit holds seventy (70) yards and has a heavy-duty blower suitable for blowing all materials including stone-

EB HO 60-This unit holds sixty (60) yards and has a high output blower suitable for blowing most materials including green roof mixes

EB 60- This unit holds sixty (60) yards and can blow all wood products

EB 45 HD- Mulch Solutions has three (3) forty five(45) yard units- all have heavy duty blowers and are suitable for blowing all materials including stone.

Playground Wood Fiber Mulch – Pallet One is our supplier. Material specifications attached.

Double Shredded Hardwood Mulch is made from the wood of local trees and shredded twice with Diamond Z tub grinders. These machines demolish wood and make the product into a quality double shredded hardwood mulch. Quail Ridge Products is our supplier.

Compost- If needed we will use - Leafgro is a superior quality compost used in the landscape industry for soil improvement. By composting leaves and grass clippings that would have normally been disposed of in a landfill, Maryland Environmental Service converts organic waste into a valuable resource. The composting process begins in the fall when leaves are collected from Montgomery and Prince George's County and transferred to yard waste composting facilities where they are placed in windows. The rows are then turned and shredded on a regular basis. Beginning in the spring, grass clippings are added, and the turning and shredding continues. After the composting process is complete, it is dried, screened and bagged.

- Organic soil conditioner
- Made locally in Maryland
- Comprised of composted leaves and grass clippings



INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



IPEMA ASTM F3351-19E1 CERTIFICATE OF COMPLIANCE

ISSUE DATE: January 2, 2024

Requested By: Matt Torri

Project: 2024 Virginia IPEMA Certifications

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD American uses this test method to determine the shock absorption properties of a playground surface at a specific impact height in order to evaluate a particular playground surfacing system using the g-max and HIC values described in Specification F1292.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F-3351-19e1.

TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F3351-19e1 has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
15698	SoftOne Playground	SoftOne	12" / 12'	PalletOne of VA



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IPEMA ASTM F1292-22 CERTIFICATE OF COMPLIANCE

ISSUE DATE: January 2, 2024

Requested By: Matt Torri

Project: 2024 Virginia IPEMA Certifications

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD American validates a manufacturer's certification of conformance to ASTM F-1292-22 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of a Playground.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-22.

TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-22 has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
15698	SoftOne Playground	SoftOne	PalletOne of VA



IPEMA ASTM F2075-20 CERTIFICATE OF COMPLIANCE

ISSUE DATE: January 2, 2024
Requested By: Matt Torri
Project: 2024 Virginia IPEMA Certifications

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F2075-20 Standard Specification For Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F2075-20.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
15698	SoftOne Playground	SoftOne	12" / 12'	PalletOne of VA

Mulch Solutions

Soft One-Pallet One

Engineered Wood Fiber Surfacing

Product Specification

Part 1-General

Work Details

The work specified in this section consist of the installation of Soft One Fiber in accordance with these specifications installed with a blower truck by Mulch Solutions Inc.

Quality Assurance and Compliance Details

Accessibility of Surface Systems- ASTM F1951: Determination of accessibility of surface systems under and around playground equipment.

Impact Attenuation-ASTM-1292: Impact attenuation of surface systems under and around playground equipment.

Standard for Engineered Wood Fiber-ASTM F2075: Minimum characteristics for those factors that determine particle size, consistency, purity and ability to drain

IPEMA Certification: Mulch Solutions only installs IPEMA certified material. All material we install is Soft One and is manufactured by Pallet One. Current validated product can be found on the web at www.IPEMA.org.

PART 2 – MATERIAL DATA

Product is manufactured of a ground wood comprised of mixed hardwoods consisting of randomly sized wood fibers the majority of which do not exceed 2" in length and no more than 5% fines to aid compaction.

Product will have minimal bark and is free of twigs, leaf debris and other organic material.

Product depth, after installation, must be in accordance with the procedure described in ASTM F1292 and meet guidelines for critical height as set forth by the Consumer Product Safety Commission for use of wood products for protective surfacing.

Mulch Solutions

PART 3-SUB_BASE TYPES & DETAILS

Soft One may be installed over compacted soil. It is recommend if building a new playground to install drainage if the playground is installed level with grade. Gravel is suitable for this purpose as are drainage mats solid and traded under various names. If Plastic borders are being used and all work is above grade

PART 4-SITE PREPARATION AND REQUIREMENTS

For in-ground (i.e. on grade) installations, excavate area to proper depth (12" for a 12" system, 8" for an 8" system).

Both in-ground and above-ground systems must be properly graded to allow water not to sit under wood surface. A(1) percent grade is recommended for proper drainage.

PART 5-INSTALLATION

Material installed by Mulch Solutions is normally installed with a blower truck so minimal disturbance to site occurs. Mulch Solutions is happy to provide an estimate based on recommended depths for topping off or refilling playgrounds. It is important that if you are determining the amount of material required in the playground that you consult the Consumer Product Safety Commission's Handbook for Playground Public Safety, applicable ASTM standards and state and local codes and regulations to insure you are adding adequate material.

Wood playgrounds should be refilled at least once a year to help keep the material from degrading. Playground surfaces where wear occurs such as swing or slide exits should be raked every two weeks to help preserve surface. The playground when first topped off or filled should actually be slightly higher than the existing grade to allow for settlement and compaction.

From: [Larry Conrad](#)
To: [Johnson, Andy](#); [Info](#)
Cc: [Campbell, Jeffrey](#); [Turner, Kirsten](#)
Subject: Re: [External] 4400012929-Envirogrow Lawn & Landscape dba Mulch Solutions
Date: Wednesday, November 5, 2025 8:55:17 AM

CAUTION: This email originated from outside of the organization. Do not follow instructions, click links, or open attachments unless you know the content is safe.

Andy we are happy to service your schools under this contract. If you need to reach me my direct number is 571-228-8844

Best

Larry

Sent via the Samsung Galaxy S22 Ultra 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Johnson, Andy <Andy.Johnson.fin@fauquiercounty.gov>
Sent: Wednesday, November 5, 2025 8:20:01 AM
To: Info <info@mulchsolutions.com>; Larry Conrad <larry@mulchsolutions.com>
Cc: Campbell, Jeffrey <Jeffrey.Campbell@fauquiercounty.gov>; Turner, Kirsten <Kirsten.Turner@fauquiercounty.gov>
Subject: FW: [External] 4400012929-Envirogrow Lawn & Landscape dba Mulch Solutions

Good morning,

We are wanting to ride the contract that you have with Fairfax County Public Schools, and we are not checked off on the Listing of Local Public Bodies. Please see the email chain below. Can we use this contract that is in place with FCPS?

Thanks in advance

Upcoming Out of Office Dates
11/4-Election Day-County Closed
11/26-1/2 day, 11/27, 11/28-Thanksgiving-County Closed
12/24-1/2 day, 12/25, 12/26-Christmas-County Closed
12/29-1/2-Vacation

Andy Johnson
Procurement Officer I
Fauquier County and Public Schools
540-422-8351

From: Hassan, Humaira F <hfhassan@fcps.edu>
Sent: Tuesday, November 4, 2025 10:50 AM
To: Johnson, Andy <Andy.Johnson.fin@fauquiercounty.gov>
Subject: RE: [External] 4400012929-Envirogrow Lawn & Landscape dba Mulch Solutions

CAUTION: This email originated from outside of the organization. Do not follow instructions, click links, or open attachments unless you know the content is safe.

Good morning Andy,

Please see the attached FCPS IFB for this procurement, the listing of the entities is provided as a sample. Any public body can ride the contract if the vendor extends their pricing to them.

Please look at paragraph 29. Use of contract by other public bodies, it allows your entity to ride this contract even though the entity was not checked off on the sample listing.

Let me know if you have any questions.

Best Regards,
Humaira

From: Johnson, Andy <Andy.Johnson.fin@fauquiercounty.gov>
Sent: Monday, November 3, 2025 8:04 AM
To: Hassan, Humaira F <hfhassan@fcps.edu>
Subject: FW: [External] 4400012929-Envirogrow Lawn & Landscape dba Mulch Solutions

Good morning, could we as Fauquier County Government and Public Schools be added to the Listing of Local Public Bodies. We are wanting to ride this contract, but our name is not checked off.

Thanks in advance

Upcoming Out of Office Dates
11/4-Election Day-County Closed
11/26-1/2 day, 11/27, 11/28-Thanksgiving-County Closed
12/24-1/2 day, 12/25, 12/26-Christmas-County Closed
12/29-1/2-Vacation

Andy Johnson
Procurement Officer I
Fauquier County and Public Schools
540-422-8351

From: Johnson, Andy
Sent: Friday, October 17, 2025 12:59 PM
To: Hassan, Humaira F <hfhassan@fcps.edu>
Subject: FW: [External] 4400012929-Envirogrow Lawn & Landscape dba Mulch Solutions

Humaira,

Could you provide us with the bid submission for this contract. I don't see it in the contract details on the website.

Thanks.

Upcoming Out of Office Dates

10/23-10/24

12/29-1/2

Andy Johnson
Procurement Officer I
Fauquier County and Public Schools
540-422-8351

From: Purchasing Support Help <purchasingsupport2@fcps.edu>

Sent: Friday, October 17, 2025 12:48 PM

To: Johnson, Andy <Andy.Johnson.fin@fauquiercounty.gov>

Cc: Hassan, Humaira F <hfhassan@fcps.edu>

Subject: RE: [External] 4400012929-Envirogrow Lawn & Landscape dba Mulch Solutions

CAUTION: This email originated from outside of the organization. Do not follow instructions, click links, or open attachments unless you know the content is safe.

Here are the public records related to this contract.

<https://www.fairfaxcounty.gov/cregister/ContractDetails.aspx?contractNumber=4400012929>

If you need additional support, perhaps Humaira could assist?

Thanks,

Vicki

From: Johnson, Andy <Andy.Johnson.fin@fauquiercounty.gov>

Sent: Thursday, October 16, 2025 3:07 PM

To: Purchasing Support Help <purchasingsupport2@fcps.edu>

Subject: [External] 4400012929-Envirogrow Lawn & Landscape dba Mulch Solutions

Good afternoon, we are wanting to ride this contract, and we are missing a document.

Could you please provide the bid submission dated June 12, 2024



FAUQUIER COUNTY PUBLIC SCHOOLS

Contract # 26-064-CS-R

Riding Fairfax County Public Schools (Contract # 4400012929)

Envirogrow Lawn & Landscape Inc., dba Mulch Solutions

This Agreement is made and entered into this 10th day of November 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Envirogrow Lawn & Landscape Inc dba Mulch Solutions Inc.k** having its principal place of business at **14840 Murdock Street, Chantilly, VA 22151**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Engineered Wood Fiber for Playgrounds.

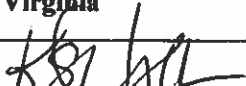
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

CONTRACT PERIOD: Date of execution through June 30, 2029 with three (3) 1-year options to renew, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) Fairfax County Public Schools IFB 2000003966 for Engineered Wood Fiber for Playgrounds dated June 6, 2024, inclusive of any attachment and addendums; and
- (4) Fairfax County Public Schools Acceptance Agreement dated July 3, 2024, inclusive of all modifications and any documents included or incorporated by reference all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Envirogrow Lawn & Landscape dba Mulch Solutions		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Vice President	Title:	Director of Procurement
Date:	11/10/25	Date:	11/10/2028