

FAUQUIER COUNTY GOVERNMENT  
**PROCUREMENT DIVISION**  
320 Hospital Drive Ste. 23  
Warrenton, Virginia 20186  
Phone: (540) 422-8350                      Fax: (540) 422-8355

**NOTICE OF CONTRACT RIDER**

1.     DATE:                      October 31, 2024
  
2.     COMMODITY NAME:        Grass Seed & Landscaping Supplies
  
3.     CONTRACT NUMBER:       25-073-C-R (Riding PWC IFB 700156-23)
- 4.
5.     CONTRACT PERIOD:        October 31, 2024, through April 2, 2025
  
6.     RENEWAL OPTIONS:        Three (3) one-year renewals
  
7.     CONTRACTORS:            Landscape Supply  
                                    2501 Oak Lake Blvd  
                                    Midlothian, VA. 23112  
                                    Bo Jumbercotta  
                                    Phone: 571-388-8008  
                                    [bo@landscapesupplyva.com](mailto:bo@landscapesupplyva.com)
  
8.     TERMS:                    Net 45 days  
       F.O.B.                    Destination
  
9.     FOR FURTHER INFORMATION CONTACT:    Jeffrey Campbell, VCA, VCO  
  Procurement Officer III  
  PH (540) 422-8350  
  [jeffrey.campbell@fauquiercounty.gov](mailto:jeffrey.campbell@fauquiercounty.gov)
  
10.    NOTICE TO ALL FAUQUIER COUNTY GOVERNMENT USING DEPARTMENTS: This contract is the result of a competitive bid program, and its use must follow the FCG Procurement Policy/Procedures for the purchase of the commodities listed herein. Please see the reverse side of this notice for further instructions regarding this contract.

## INSTRUCTIONS

1. Orders: All FCG Using Departments must order services listed by issuing FCG Purchase Orders per FCG Procurement Procedures Manual. An extra copy of the Procedures Manual can be obtained by calling Procurement at (540) 422-8351 or 8352.
2. The applicable contract number, vendor number, item description and price per each, total dollar amount, contact person with phone number, and billing/delivery address must be shown on each purchase order for Finance & Contractor use.
3. Inspection on delivery and/or completion of services, as well as approval of contractor's invoice is the responsibility of the receiving using department.
4. Any complaint as to quality of goods or services, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to FCG Procurement for handling with the Contractor. All complaints must be submitted in writing and can be forwarded to Procurement via email, or courier.
5. Renewals: As stated on the face of this notice. There are Three (3) one-year renewals available on this contract by written mutual agreement between all parties.

FAUQUIER COUNTY GOVERNMENT  
a political subdivision of the Commonwealth of Virginia

Contract # 47-25ajc

Riding PRINCE WILLIAM COUNTY Contract (IFB 7001566-23) Landscape Supply

This Agreement is made and entered into this 31 day of **October 2024**, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and **Landscape Supply**, having its principal place of business at **2501 Oak Lake Blvd Midlothian, Va. 23112**, 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 Grass Seed and Landscaping Supplies

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

**CONTRACT PERIOD:** Date of execution, through April 2, 2025, with the option to renew for 3, 1- year renewal periods, at the mutual agreement of both parties.

The contract documents shall consist of **and for the purpose of resolving ambiguity or conflicts shall be interpreted in the following order of priority:**

- (1) This signed form.
- (2) Fauquier County General Terms & Conditions
- (3) Prince William County IFB 700156-23, to include Renewal 1, which is incorporated herein by reference
- (4) The Contractor's Acceptance Agreement dated April 3, 2023, all which documents are incorporated herein.

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

**Landscape Supply**

By: [Signature]

Title: EG Sales Acct. Mgr.

Date: 10/31/2024

**Fauquier County Government**  
a political subdivision of the Commonwealth of Virginia

By: [Signature]

Kristen Hyton

Title: Procurement Manager

Date: 10 31 2024



## 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.

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/Offeree 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/Offeree. 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/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees 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/Offerees 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/Offeree 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/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree 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/Offeree 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-responsible 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/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree 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/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror'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 sub-tier 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/Offeror'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.
- 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.
  - 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.
  - 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](http://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/Offeror 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/Offeror is not a responsible bidder/Offeror. 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/Offeror 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 Offeror 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.



**Finance Department**  
Procurement Services Division  
1 County Complex Court, Suite 220  
Mail Stop MC460  
Woodbridge, VA 22192-9201  
703-792-6770  
[pwcva.gov/bid](http://pwcva.gov/bid)

## INVITATION FOR BID Grass Seed

**PUBLISHED DATE:**02/08/2023 3:32 PM  
**DUE DATE:**03/08/2023 3:00 PM  
**TIME ZONE:** EASTERN TIME

*Please submit your response to:*

Company **Prince William County**  
Buyer **Lorna Moone**  
Phone  
E-mail **lmoone@pwcgov.org**

*Question and Answers:*

10/03/2024 11:21 AM

Submit Questions to **Lorna Moone**  
E-mail **lmoone@pwcgov.org**

# Contract Terms and Conditions

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## **I. SPECIAL PROVISIONS**

### **I.1 PWC ELECTRONIC BID/PROPOSAL SUBMISSION**

Bidders/Offerors must submit a solicitation response through the Solicitations portal at <https://eservice2.pwcgov.org/eservices/procurement/VendorLoginReg>. Email and hard copy responses are not accepted. Prospective Contractors should confirm their ability to access the portal in advance of the solicitation due date to allow sufficient time to request technical support, if needed.

If a Bidder/Offeror is not registered in the portal, they must register before they can submit a response. Approval of a new Supplier registration may take up to 48 hours. Questions regarding Supplier registration can be directed to 703-792-8060 or [financevendorrequests@pwcgov.org](mailto:financevendorrequests@pwcgov.org).

Instructions for submitting bids and proposals using the Solicitations portal are available on the PWC Procurement website at <https://eservice2.pwcgov.org/eservices/procurement/BiddingGuide>. These Guides provide detailed instructions for online quote, bid, and proposal submission.

Responses in "draft" status will not be accepted. Bids and proposals must be submitted prior to the due date and time listed in the solicitation.

### **I.2 SCOPE OF WORK**

The Contractor shall supply and deliver to the County, on an as-needed basis, Grass Seed, Turf Seed Mixtures, and Related Ground Materials and Products as described in this Contract, or equal substitutes when seeds and mixtures are unavailable from producers, farmers, or markets.

A. Grass Seeds/Turf Seed Mixtures shall be:

- Top Quality/Certified by a State Seed Certification Agency/Department of Agriculture
- Seed Test Date shall be within 9 months of ship date to the County.
- Germination shall be equal to or better than 85 %
- Purity shall be equal to or better than 95 %
- Weed Seed shall not exceed 0.50 %
- Other Crop shall not exceed 0.50 %
- Inert Material shall not exceed 4.0 %
- Noxious Weeds shall be 0 % (None)

B. Related Ground Materials/Products:

- Other seed, and ground materials, and products that assist in seed effects, productivity, fertilization, stimulation, or survival. Related ground materials and products shall be top quality commercial materials and products.

C. Definitions:

- Purity: The percent by weight of the cultivar seed.
- Germination: The percent of pure seed that germinates under ideal conditions.
- Crop: "Crop" is the seed of any other commercially grown grass crop.

- Weed: The percent by weight of weed seed. This is any seed that is not pure or crop seed.
- Inert: The percent by weight of material other than seed such as chaff, corn cobs, sand or soil.
- Date Tested: This is the date the seed was tested.
- Noxious Weeds: These are weeds that are particularly difficult to control and are declared noxious by some states.

D. Product Submittals:

- Product Data or Technical Literature Web Site= [wsconnelly.com/turf-and-ornamental](http://wsconnelly.com/turf-and-ornamental)
- Material Safety Data Sheets Web Site= [wsconnelly.com/turf-and-ornamental](http://wsconnelly.com/turf-and-ornamental)
- Product Warranty- provide warranty information if/when applicable.

E. Related Goods not identified in this Contract: (County utilization is optional.)

- Related goods that are awarded under another County Contract cannot be procured by County agencies under this Contract/Contract Provision, except when such related goods cannot be provided by such Contract Awardee.
- (Related Goods Meaning: Other- seed/seed mixtures, ground materials and products, and related goods that assist in seed effects, productivity, fertilization, stimulation, or survival).
- The Contractor may provide, at his/her option, current "dated" price lists at any time during the contract periods for related goods that are not specifically identified in this Contract. Each price list provided shall be firm for 90-day intervals. Prices must be FOB Destination prices. Goods offered must be clearly described in writing and/or identified by providing its Label or Label Information such as- Contents, Quality/Purity, Germination, Weed Content, Inert/Crop Matter, and percentages thereof.

### **I.3 CONTRACT PERIOD**

The base contract period shall be for 1 year from date of award.

### **I.4 RENEWAL OF CONTRACTS**

The County may renew this Contract for four (4) successive one-year periods under the terms and conditions of the original Contract except as stated below. Price increases shall be negotiated only at the time of renewal. Upon receipt of the Contractor's request, the County shall decide to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. The Contractor will receive written notice of the County's intent to renew the contract approximately 60 calendar days prior to the expiration date of each Contract period. If the County elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by no more than the percentage increase/decrease of the applicable category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available. The request for a change in pricing shall include, at a minimum, (1) the cause for the adjustment; (2) the previous line item price and the new requested price; and, (3) documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index), change in manufacturer's price documented on manufacturer letterhead, etc.

### **I.5 VIRTUAL BID OPENING**

Bids are due at the date and time listed on the front page of the Solicitation.

The public bid opening will be held virtually via WebEx on March 8, 2023, at 3PM at the following link:

<https://pwc-doit.webex.com/pwc-doit/j.php?MTID=mf44a7ecce7a271edef7be227c9277f8d>

When joining the WebEx meeting, attendees shall type in their name and the name of their firm in the chat box.

The use of streaming video for bid openings is provided as a convenience for bidders. Should the streaming link access be unavailable or fail during a bid opening, it does not nullify the validity of the process or results. The County shall post the recorded bids on the County's website for the bidders to view.

## **I.6 CONTRACT AMOUNT**

In return for the services identified in this Contract, and subject to the "Termination for Non-Appropriation of Funds" clause, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the Pricing Schedule.

## **I.7 CANCELLATION OF CONTRACT**

In the event the initial Contract period is for more than 12 months, either party, without penalty, may terminate the Contract after the initial 12 months of the Contract period upon 60 calendar days 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.

## **I.8 INSPECTION AND ACCEPTANCE**

1. Goods and services, which throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products, and work performed, shall be subject to inspection and testing by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

2. The County shall notify the Contractor when services are unacceptable, or goods are defective in material or workmanship or otherwise not in compliance with the County's requirements. The County has the right to:

- Reject the goods and/or services, or
- Reject and request replacement or corrective action, whichever is applicable.

At the County's direction, the Contractor shall promptly and at its own expense:

- Remove the defective goods or take all corrective action, whichever is applicable, and replace the defective goods if required by the County,

3. If the Contractor fails to promptly remove such goods that are required to be removed or replaced, or to correct the unacceptable services, the County either 1) may by Contract or otherwise replace or correct



such goods/services and charge to the Contractor the cost occasioned the County; or 2) may terminate the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects the unacceptable services or replaces such goods within the specified delivery schedule, the head of Procurement Services may require the delivery of such goods, or the corrective service, to be provided at a reduction in price that is equitable under the circumstances.

4. Contractor shall conduct and complete all services in accordance with recognized and customarily accepted best practices, unless otherwise specified by the County. When the Contract Administrator or designee approves services as acceptable, the services will be considered complete. In the event of rejection of any services provided, the County will notify the Contractor and provide 10 calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

## **I.9 PROVISION OF SERVICES**

The Contractor shall provide the services to the County as described in this Contract. Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry best practices and shall be considered complete when the Contract Administrator approves the services as acceptable.

## **I.10 WORK SITE DAMAGES**

The Contractor shall repair, at its sole expense, any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this Contract to the County's satisfaction.

## **I.11 E-VERIFY PROGRAM**

Pursuant to Virginia Code § 2.2-4308.2, any employer with more than an average of 50 employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the County to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the County for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove their E-Verify enrollment.

## **I.12 DELIVERY**

Delivery of goods or performance of services shall be within 10 calendar days after receipt of order (ARO) by the Contractor.

## **I.13 DELIVERY AND STORAGE**

The Contractor shall make all arrangements for delivery, unloading, receiving, storing, and securing materials in the building during installation. The County does not and will not assume any responsibility for receiving these shipments.

#### **I.14 DELIVERY NOTIFICATION**

Notify the County 24 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notify:

Name: Lucas E. Hisghman Phone: 703-898-7269

#### **I.15 INVOICING**

Contractor shall submit invoices to the "Bill To" on the Purchase Order within thirty calendar days after providing goods and/or services. As a minimum, invoices shall reflect the following:

- Contractor's name and address;
- Contract number and purchase order number;
- Task, work, or job order (if issued);
- Detailed listing of goods and/or services provided;
- Items and quantities ordered, shipped, and backordered, if applicable;
- Destination and delivery date of goods and/or services, if applicable; and
- Receipts and delivery tickets, if applicable.

#### **I.16 QUANTITIES**

Quantities set forth in this Solicitation are estimates only. The Contractor shall supply actual order quantities, at bid prices, regardless of whether such total quantities are more or less than those shown.

#### **I.17 TIME OF THE ESSENCE AND COMPLETION**

Time shall be of the essence to this Contract, except where it is specifically provided to the contrary, provided that schedules are mutually agreed to and the Contractor shall not be responsible for delays and related damages due to circumstances or events beyond its direct control.

#### **I.18 WARRANTY**

The Contractor warrants that (1) the goods and services provided to the County are fit and sufficient for the purpose intended; (2) goods and services are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and (3) goods and services provided to the County conform to the County's specified requirements. Manufacturer's standard product warranties shall apply.

#### **I.19 RIDER CLAUSE**

The Contractor may authorize the extension of this Contract to other public bodies, 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. The Contractor shall deal directly with public bodies utilizing the Contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify other public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is consistent with their laws, regulations, ordinances, and policies. If mutually agreed, other public bodies may add terms and conditions required by their laws, ordinances, and regulations, to the extent that they do not conflict with the Contract's terms and conditions. The County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

## **I.20 EMPLOYMENT SERVICES ORGANIZATIONS**

1. Where it is practicable for the Contractor to subcontract any portion of the awarded Contract, the Contractor is encouraged to offer such business to Employment Services Organizations. Find a list of Virginia ESOs at <https://www.vadars.org/essp/apps/PublicRateSource/>.
2. Each Prime Contractor who is awarded a Contract where using an ESO is a condition of the award, shall deliver to the agency or institution, on or before request for final payment, evidence and certification of compliance. When an ESO receives a subcontract for a portion of the Contract and upon completion of the Contract, the Contractor agrees to furnish to Procurement Services, at a minimum, the following information: name of ESO, telephone number, total dollar amount subcontracted, and type of product/service provided. Final payment under the Contract may be withheld until such certification is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

## **I.21 USE OF BRAND NAMES**

Unless otherwise provided in the Solicitation, the name of a certain brand, make, or manufacturer, or definite specifications is to denote the quality standard of article desired, but does not restrict bidders to the specific brand, make, manufacturer, or specifications; it is to set forth to convey to prospective Bidders the general style, type, character, and quality of article desired.

Any other brand, make, device, or equipment, which is recognized as an equal product, considering quality, workmanship, and economy of operation, and is suitable for the purpose intended, shall be considered responsive to the specifications in the County's sole discretion.

## **I.22 PRODUCT AVAILABILITY/SUBSTITUTION**

Unless approved in writing, the County expressly prohibits the Contractor from substituting a product, brand, or manufacturer after the award of Contract. At its discretion, the County may require the Contractor to provide a substitute item of equivalent or better quality subject to the approval of the County, for a price no greater than the Contract price, if the product for which the Contract was awarded becomes unavailable to the Contractor.

## **I.23 PRODUCT INFORMATION**

The Prospective Contractor shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts, and specifications with the Solicitation response so that the County may determine if the product offered meets the requirements of the Solicitation. Failure to do so may cause the County to consider the Solicitation response nonresponsive.

## **I.24 SAFETY DATA SHEETS**

The Bidder shall provide Safety Data Sheets and descriptive literature in electronic (PDF) format with the bid for each chemical and/or compound offered. If PDF copies are not available, hard copies are acceptable. Failure on the part of the Bidder to submit such information may be cause for declaring the bid nonresponsive.

## **II. GENERAL PROVISIONS**

### **II.1 ACCEPTANCE AGREEMENT**

A written award or Acceptance Agreement mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the Solicitation shall be deemed to result in a binding contract. The Bidder's review and acceptance of the terms and conditions of the Solicitation is required as a condition of acceptance. Failure to accept these terms and conditions may result in disqualifying the Bidder from further consideration.

The County reserves the right to incorporate all statements and claims made in the bid (to include any attachments) in the final Contract.

The following documents shall be incorporated by reference in the Contract and become a part of the Contract:

- a. Prince William County Acceptance Agreement and other Solicitation documents that may be incorporated by reference,
- b. The terms and conditions of the Solicitation and all amendments, and
- c. The Bidder's bid.

### **II.2 AMENDMENT TO THE SOLICITATION**

The County shall issue a written Amendment if changes or clarifications to the Solicitation are necessary. In addition, the County may, at its sole option, extend the due date and time for receipt of Solicitation response. Amendments will be available on the Prince William County Procurement website under the specific Solicitation. Prior to submitting a Solicitation response, Prospective Contractors should view the website to verify issuance of Amendments to the Solicitation.

### **II.3 ANNOUNCEMENT OF AWARD**

View Bid Tabulations and Contracts on the Prince William County Web Page at <http://www.pwcva.gov/bid>.

### **II.4 ANTITRUST**

By entering into the Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title, and interest in and to all causes of 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 County under the Contract.

## **II.5 GOVERNING LAW, COURTS, AND LEGAL COMPLIANCE**

The solicitation and the Contract shall be governed by the Constitution and laws of the Commonwealth of Virginia. Any litigation arising out of or related to the solicitation and the Contract shall be brought in a state court located in Prince William County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division, and any appropriate appellate court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction. The Contractor shall comply with all applicable federal, Virginia, and County laws, codes, ordinances, regulations, permits, and requirements.

## **II.6 APPROVING AUTHORITY**

The Approving Authority is either the Prince William County Board of County Supervisors or the Department Head and the authority to approve the acquisition is contingent upon the appropriation of funds for the total amount of the Contract within each fiscal year.

## **II.7 ASSIGNMENT OF CONTRACT**

A Contractor shall not assign any contract with the County in whole or in part without the County's prior written consent.

## **II.8 AUTHORIZED TO CONDUCT BUSINESS IN THE COMMONWEALTH OF VIRGINIA**

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 of Virginia 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 or regulation. Any business entity described above that enters into a contract with the County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, or any other Virginia law or regulation, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with these provisions.

## **II.9 BID EVALUATION**

The County shall evaluate Bids based on the requirements set forth in the Solicitation, which may include criteria to determine acceptability as to inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. When applicable to the Solicitation, the County shall rank such criteria in descending order of importance in the Solicitation.

## **II.10 BID PRICES AND ACCEPTANCE**

Bid prices unless otherwise specified, must be net, including, but not limited to, transportation and handling charges fully prepaid by the Contractor to destination, and subject only to any discount for

prompt payment that a Bidder may offer. The County will not consider prompt payment discounts offered in a bid in determining Contract award.

Should the County accept the Bidder's bid and award a contract, prices shall remain firm for the period of the Contract unless otherwise agreed to by both parties. Bidder warrants by virtue of bidding that prices, terms, and conditions reflected in its bid submittal shall be firm for an acceptance period of at least 120 calendar days from bid due date, unless otherwise stated in its bid submittal.

## **II.11 BID SUBMISSION**

The County shall consider for award a Prospective Contractor that submitted a sealed response that was properly received prior to the due date and time.

The Bidder shall provide all information and documents requested in the Solicitation or its amendments with the bid in order for the bid to be considered complete. Inadequate or lack of required information or documents may result in disqualification of the bid. Any deviations to the Provisions, Specifications, or Scope of Work may also be cause for disqualification of the bid. As a minimum submit the following:

1. IFB Submission Form;
2. Bidder's Qualifications and References Form; and
3. Special documents/information that the Solicitation may request.

Bidders shall submit a bid electronically via the Solicitations portal. Emailed responses are NOT accepted.

Bidders must submit a bid through the Solicitations portal at <https://eservice2.pwcgov.org/eservices/procurement/VendorLoginReg>. Email and hard copy responses are not accepted. Prospective Contractors should confirm their ability to access the portal in advance of the solicitation due date to allow sufficient time to request technical support, if needed.

If a Bidder is not registered in the portal, they must register before they can submit a response. Approval of a new Supplier registration may take up to 48 hours. Questions regarding Supplier registration can be directed to 703-792-8060 or [financevendorrequests@pwcgov.org](mailto:financevendorrequests@pwcgov.org).

Instructions for submitting bids and proposals using the portal are available on the PWC Procurement website at <https://eservice2.pwcgov.org/eservices/procurement/BiddingGuide>. These Guides provide detailed instructions for online quote, bid, and proposal submission.

Responses in "draft" status will not be accepted. Bids must be submitted prior to the due date and time listed in the solicitation.

Bids received in Procurement Services after the due date and time are late and shall not be considered for Contract award.

An authorized representative of the business, firm, or corporation shall submit the bid to bind the Bidder to a Contract with the County. The head of Procurement Services may require that any bidder submit powers of attorney or other appropriate documentation showing the authority of the signatory to act on the Contractor's behalf. If it later appears that the signatory had no authority to act, whether such proof of agency has been demanded or not, the County may declare the Contract void if this is in its best interest. In addition, the Contractor and all other required parties shall sign and date a resulting Contract.

Bids shall be publicly opened in accordance with the Prince William County Procurement Regulations. The County shall post the recorded bids on the County's website for bidders to view.

If a prospective Bidder does not submit a bid in response to this Solicitation, the Bidder may submit a letter as to why the Bidder is unable or unwilling to submit a bid. The County is interested in learning if there are any problems with the Solicitation process that may discourage responses.

## **II.12 BIDS EXCEEDING AVAILABLE FUNDS**

A. Unless the County cancels a Solicitation or rejects all bids, a responsive bid from the lowest responsible Bidder shall be accepted as submitted, except if the bid from the lowest responsible Bidder exceeds available funds. The head of Procurement Services or designee may negotiate with the apparent low Bidder to obtain a Contract within available funds. Such negotiation shall be undertaken in accordance with the procedures in subsection B of this section.

B. Negotiations may be directed to:

1. Reduction of goods, services, insurance, or construction procured;
2. Substitution of materials; and/or
3. Change in the period for project completion, if the procurement is a construction project.

C. Procurement Services shall conduct the negotiations with the Bidder. If the negotiation does not result in a Contract price within available funds, Procurement Services shall seek an appropriation of additional funds from the Using Department prior to execution of a Contract with the low responsive and responsible Bidder; otherwise, the Solicitation shall be canceled. A record of the cancellation shall be part of the procurement file.

## **II.13 CHANGES TO THE CONTRACT**

1. All modifications and changes to the Contract shall be in writing.
2. The head of the Using Department of this Contract, with the concurrence of the head of Procurement Services (except as otherwise provided by the County Procurement Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the Contract by failure to agree to such changes.
3. The Contractor shall not perform any work described in any change order unless the Contractor has received a written certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
4. The Contractor shall make a claim for payment for completed changed work within 30 calendar days of receipt of a change order, unless such time period is extended in writing or the head of Procurement Services requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.
5. No claim(s) for changes ordered shall be considered by the County if made after final payment in accordance with the Contract.
6. Unilateral modifications may be issued by the head of Procurement Services for minor or administrative purposes.

## **II.14 CLAIMS/DISPUTES**

A. In accordance with Virginia Code § 2.2-4363, this provision shall be followed for consideration and handling of all claims by the Contractor under this Contract. Virginia Code § 2.2-4365 is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Virginia Code § 2.2-4365.

B. Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) business days after the occurrence of the event giving rise to the claim, or within ten (10) business days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

C. Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) calendar days from the receipt of the claim from the Contractor. The decision of the Contract Administrator shall be final on behalf of the County unless the Contractor submits the claim to the Director of Finance within thirty (30) calendar days of the Contract Administrator's decision.

D. If the Contractor is not satisfied with the decision of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) calendar days of the date of the decision of the Contract Administrator.

E. The Director of Finance shall provide a written decision on the claim to the Contractor within forty-five (45) calendar days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) calendar days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the head of Procurement Services a copy of the claim and a request for the County Executive's determination.

F. The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) calendar days of the head of Procurement Services' receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors (the Board) by mailing or otherwise furnishing the head of Procurement Services a copy of the claim, along with a request for determination by the Board within thirty (30) calendar days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) calendar days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Virginia Code § 15.2-1245 et seq. The decision of the Board shall be final.

G. Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision-maker.

H. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the work under the Contract.

I. In accordance with the provisions of Virginia Code § 2.2-4363, full compliance with this procedure set forth in the provision shall be a precondition to the filing of any legal action by the Contractor against the



County or its Board arising out of or related to this Contract.

## **II.15 CLARIFICATION OF TERMS**

If any Prospective Contractor has questions about the specifications or other Solicitation documents, the Prospective Contractor shall contact the Buyer whose name appears on the face of the Solicitation no later than close of business seven (7) calendar days before the due date. Any revisions to the Solicitation shall be by amendment issued by the County. Prospective Contractors shall NOT contact any other Prince William County employee regarding the Solicitation or its requirements.

## **II.16 CLOSURE OF COUNTY GOVERNMENT**

If the County Government closes due to an unanticipated event on the scheduled due date for the receipt of responses, Procurement Services will receive responses until 3:00 p.m. the next regular business day.

## **II.17 CONTINGENCY OF THE CONTRACT AWARD**

Award of the contract to the selected firm is contingent upon the budget and appropriation of funds by the Board of County Supervisors (if necessary), and the successful negotiation of contractual terms agreeable to both parties. Failure to achieve either of the above will result in no award.

## **II.18 CONTRACT TYPE AND AWARD**

Prince William County expects to award a fixed price type of contract or a contract based on fixed rates for a specified period based on present assumptions. A written award in the form of an Acceptance Agreement shall be signed by the successful Bidder, the Requesting Agency, and the head of Procurement Services. A fully executed Acceptance Agreement shall be deemed to result in a binding contract.

All procurements of goods, services, insurance, or construction which are subject to the County's competitive bidding requirements shall be awarded to the lowest responsive and responsible bidder based upon the lowest cost and/or other criteria specified in the Solicitation. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered.

The head of Procurement Services may award all or part of a bid to any bidder whose bid is determined to be the lowest responsive and responsible bid. The County has the option to make multiple awards or primary, secondary, or tertiary awards. The County has the option to make awards by line item, by group, or by the overall lowest cost. Furthermore, specific line item goods and/or services may be deleted from award consideration if in the County's best interest.

The head of Procurement Services is authorized to waive any irregularity or informality in any bid; provided however, that a bid which is received after the time specified for the opening of bids is considered a "late bid" and will be neither opened nor considered for contract award.

Where the apparent low bidder submitted a substantially lower bid price than the other bidders, the apparent low bidder must be asked to review the bid for mistakes. If no mistake is identified, the bidder

shall certify in writing that the bid submitted has been reviewed, no mistake was made, and the bid stands as submitted.

Withdrawal of bids is strictly governed by the County's Procurement Regulations. If a bid may be lawfully withdrawn, notice of withdrawal must be provided in writing within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such claim.

In the event that only one responsive and responsible bid is received, the IFB may be canceled and the goods, services, insurance, or construction rebid unless the head of Procurement Services determines that the price bid is reasonable and in the best interest of the County, on the basis of price comparison, value analysis, prior price history, an engineering estimate, or other method which establishes price reasonableness.

Tie bids are strictly governed by the County's Procurement Regulations. In the case of a tie bid where goods are being offered and existing price preferences as described in the Procurement Regulations have already been taken into account, preference then shall be given to the bidder whose goods contain the greatest amount of recycled content.

The head of Procurement Services may reject any or all bids as deemed in the best interest of the County.

In determining the award of any contract for paper and paper products to be purchased for the County, Procurement Services shall use competitive sealed bidding and shall award to the lowest responsive and responsible bidder offering recycled paper and paper products of a quality suitable for the purpose intended, so long as the bid price is not more than ten percent (10%) greater than the bid price of the low responsive and responsible bidder offering a product that does not meet the United States Environmental Protection Agency (EPA) Recommended Content Standards as defined in 40 C.F.R. Part 247.

All clauses assigned to General Provisions are mandatory. The Contractor's review and acceptance of these terms shall be required as a condition of its bid submittal acceptance. Failure to accept these clauses shall disqualify the bidder from further consideration.

The County will consider amendments proposed by Bidders. Proposed amendments to Special Provisions are to be highlighted and submitted as part of the bid submittal. The County's review and acceptance of the proposed terms shall be a condition of contract award.

## **II.19 CURRENCY**

Unless stated otherwise in the Solicitation, Prospective Contractors shall state prices in US dollars.

## **II.20 DEBARMENT STATUS**

The Contractor certifies that they are:

1. not currently debarred by the County from submitting a response for the type of goods and/or services covered by this Solicitation;
2. not debarred from filling any order or accepting any resulting order; and
3. not an agent of any person or entity that is currently debarred by the County.

## **II.21 DECISION NOT TO RESPOND**

Some recipients of this Solicitation may elect not to submit a response for a variety of reasons. The County is interested in learning whether problems with the solicitation process have discouraged responses or whether there are other reasons. Accordingly, if your firm elects not to submit a response, we ask that you return a statement as to why you are unable or unwilling to respond.

## **II.22 EMERGENCY PROCUREMENTS**

In the event of a County emergency the County reserves the right to procure the contracted goods and/or services from other sources that can provide the goods and/or services sooner than the Contractor in order to meet the County's emergency needs. Emergency procurements are defined in the County Procurement Regulations.

## **II.23 ETHICS**

This Solicitation is subject to the provisions of the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 et seq. and subject to Virginia Code § 2.2-4367 through § 2.2-4377. No member of the Board of County Supervisors, any advisory or judicial body of Prince William County, or any other officer or employee of the County, or any member or employee of any agency, office, commission, board, district, corporation, entity, or Volunteer Fire/Rescue Company, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a Contractor or Subcontractor in connection with any bid, or have a personal interest therein as defined by Virginia Code § 2.2-3101.

All Solicitation responses submitted shall be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a response for the same requirements, without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

By submitting a response, Prospective Contractors certify that their response is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder or Offeror, supplier, manufacturer, or Subcontractor in connection with their response, 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.

No person who, for compensation, assisted in the preparation of a solicitation for the County shall (i) submit a response for that procurement or any portion thereof or (ii) disclose to any Bidder or Offeror information concerning the procurement that is not publicly available.

## **II.24 EXAMINATION OF RECORDS**

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of the period specified in the Library of Virginia Records Retention Schedule GS-02, Series 200106, have access to and the right to examine and copy any books, documents, papers, and records of the Contractor involving transactions related to this Contract.

The Contractor agrees to include in any subcontract for more than \$10,000 entered into as a result of the prime contract, a provision to the effect that the Subcontractor agrees that the County or any duly authorized representative shall, until the expiration of the period specified in the Library of Virginia

Records Retention Schedule GS-02, Series 200106, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents, and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims have been finally dispositioned and disposed of.

## **II.25 DRUG-FREE WORKPLACE**

During the performance of this Contract, the Contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees;
2. 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;
3. 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
4. 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, 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.

## **II.26 EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

Contractor shall comply with the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act, Virginia Code § 2.2-4200 et seq., the Virginians With Disabilities Act, the Americans With Disabilities Act, as amended, and Virginia Code § 2.2-4311. 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.

1. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by 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.

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 these requirements.

2. The Contractor will include the provisions of subsection 1.a. of this section in each subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

## **II.27 HOLD HARMLESS, DEFEND, AND INDEMNIFY THE COUNTY**

The Contractor shall indemnify, defend at its own expense, and hold harmless the Board of County Supervisors of Prince William County, Virginia, and their officers, agents, employees, and volunteers, from any and all injuries, damages, and losses however or by whomever sustained, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts, errors, and omissions of the Contractor, including its agents, subcontractors, employees, and volunteers, in connection with this Contract.

## **II.28 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Pursuant to Virginia Code § 2.2-4311.1, the Contractor does not and shall not during the performance of the Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

## **II.29 INSURANCE REQUIREMENTS**

The Prospective Contractor shall provide evidence of the minimum coverages set forth in the following paragraphs, plus the coverages and limits in the Attachment "Minimum Insurance Requirements." The Prospective Contractor shall note any desired exceptions to the insurance coverage, which may include the submission of proposed alternatives. No work shall commence until the County's insurance requirements are met.

1. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work.

2. The Contractor shall, during the continuance of all work under the Contract provide and agree to maintain the following unless omitted from the Attachment "Minimum Insurance Requirements."

a. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

b. General Liability insurance in the amount prescribed by the County, to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties,

including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.

c. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, shall be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.

3. 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.

4. The Contractor shall provide insurance issued by companies admitted within the Commonwealth of Virginia, with an A.M. Best Rating of at least A:VIII.

5. The Contractor shall provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall file it with the head of Procurement Services executing a contract starting work.

6. The Contractor shall secure and maintain all insurance policies of its subcontractors, and make them available to the County on demand.

7. The Contractor shall provide, on demand, certified copies of all insurance coverage in relation to the Contract within ten (10) calendar days of demand by the County. The Contractor's insurance agent or representative shall send these certified copies to the County.

8. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-calendar day written notice to the head of Procurement Services. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the head of Procurement Services receives a new certificate.

9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five calendar days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.

10. Compliance by the Contractor and all of its subcontractors with the requirements as to insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this Contract.

11. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.

12. Construe nothing contained herein as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of

the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

13. Exercise precaution at all times for the protection of persons (including employees) and property.

14. The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

15. Name the County additional insured in the General Liability policies and on the Certificate of Insurance.

## **II.30 INTEGRATION**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained in the contract. The Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties.

## **II.31 LABELING OF HAZARDOUS SUBSTANCES**

If the goods requested by this Solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the U.S.C., then the Prospective Contractor, by submitting a response, certifies and warrants that the goods to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the goods the Prospective Contractor does not violate any of the prohibitions of 15 U.S.C. § 1263 or 7 U.S.C. § 136.

## **II.32 LICENSE, SERVICE, AND MAINTENANCE AGREEMENTS**

The Prospective Contractor shall submit all license, service, and maintenance agreements that require the County's signature as attachments to the Solicitation response. County review, negotiation, and approval of all terms contained in these documents shall be a condition of the contract award.

## **II.33 DISCRIMINATION AGAINST PROSPECTIVE CONTRACTORS PROHIBITED**

Pursuant to Virginia Code § 2.2-4310 and § 2.2-4343.1, the County shall not discriminate against a Prospective Contractor or Contractor in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, or any other basis prohibited by Virginia law relating to discrimination in employment, or because the Prospective Contractor employs ex-offenders unless the County agency, department, or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If a faith-based organization receives a Contract award, and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the County shall offer the individual, within a reasonable period of time after the date of the objection, access to equivalent goods, services, or disbursements from an alternative provider.

## **II.34 ORDER OF PRECEDENCE**

This Solicitation and Contract are subject to the Prince William County Procurement Regulations and the Virginia Public Procurement Act.

In the event of an inconsistency between the special provisions of this Solicitation, the general provisions, Contract, or other included document, or the Procurement Regulations, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

1. the Procurement Regulations
2. the Acceptance Agreement
3. the Solicitation, as amended
4. the Bid.

## **II.35 PAYMENT**

### **1. To the Contractor:**

a. The Contractor shall submit invoices, for services rendered and items ordered, delivered, and accepted, directly to the Bill-To address shown on the Purchase Order. All invoices shall show the County contract number and/or Purchase Order number.

b. Any payment terms requiring payment in less than 30 calendar days will be regarded as requiring payment 30 calendar days after invoice. This shall not affect offers of discounts for payment in less than 30 calendar days, however.

c. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

d. The County will make payment to the Contractor, net 30 calendar days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted under the Virginia Debt Collection Act, Virginia Code § 2.2-4800 et seq.

e. Unreasonable Charges.

Under certain emergency procurements, and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges.

Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination. A Contractor may not institute any legal action unless a settlement cannot be reached within 30 calendar days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges that are not in dispute.



2. To Subcontractors:

a. The Contractor shall:

- i. Pay a Subcontractor(s) within seven (7) calendar days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the Subcontractor(s) under the Contract; or
- ii. Notify the Contract Administrator and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for nonpayment.

b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) calendar days following receipt of payment from the County, except for amounts withheld under subsection a.ii. of this section. The date of mailing of any payment by U. S. Mail deems payment to the addressee. These provisions apply to each Subcontractor performing under the Contract. A Contractor's obligation to pay an interest charge to a Subcontractor shall not be construed to be an obligation by the County. The Contractor is hereby required to include in each of its Subcontracts a provision requiring each Subcontractor to be subject to the payment and interest requirements with respect to each lower-tier Subcontractor.

**II.36 PRIME CONTRACTOR**

The Contractor shall assume full responsibility for the complete effort as required by this Solicitation whether the Contractor or Subcontractor performs the work. The Contractor is to be the sole point of contact with regard to all contractual responsibilities. The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that the Prime Contractor may utilize, using their best skill and attention. The Prime Contractor shall be responsible for all subcontractors who perform work under this Contract. The Contractor shall be as fully responsible for the acts and omissions of their subcontractors and of all persons employed by them as it is for the acts and omissions of the Contractor's own employees.

The Contractor shall designate in writing its Contract Representative who shall be responsible for ensuring that the County receives the goods and/or services that it requires in accordance with the County's Contract.

The County also reserves the right to contract with more than one Contractor for specific aspects of the Solicitation if that is in the County's best interest.

**II.37 PUBLIC ACCESS TO PROCUREMENT INFORMATION**

Except as provided in the Procurement Regulations, all proceedings, records, contracts, and other public records pertaining 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, Virginia Code § 2.2-3700 et seq.

Cost estimates relating to a proposed transaction prepared by or for the County shall not be open to public inspection.

In accordance with Virginia Code § 2.2-4342, any Bidder, upon request, shall have the opportunity to

inspect bid records within a reasonable time after the opening of all bids but prior to award. Any Offeror, upon request, shall have the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award. Solicitation response records shall not be made available in the event the County rejects all responses and reopens the Solicitation. Solicitation response records shall be open to public inspection only after the award of the contract.

Any inspection of procurement records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Trade secrets or proprietary information submitted by a Prospective Contractor or Contractor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Prospective Contractor 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.

A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information

- (i) an entire bid, proposal, or prequalification application;
- (ii) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or
- (iii) line item prices or total bid, proposal, or prequalification application prices.

The determination of an improper designation shall be at the County's sole discretion. If, after being given a reasonable time to revise the improper designation, a bidder or offeror refuses to withdraw an entire classification designation, the bid will be considered nonresponsive or the proposal will be rejected.

## **II.38 PURCHASE ORDER**

The County shall issue a Purchase Order to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates that sufficient funds are budgeted and appropriated, assures distribution of the necessary receiving reports and/or invoice payment approvals, and shall act as the Contractor's notice to proceed.

The Purchase Order does not supersede any provisions of the Contract. Performance time and dates are determined solely by the Contract and any approved modification(s) to the Contract. Services shall not begin until receipt of the Purchase Order by the Contractor or written notification by the head of Procurement Services to proceed.

## **II.39 QUALIFICATIONS AND COMPETENCY OF PROSPECTIVE CONTRACTOR**

1. The County shall not consider a Solicitation response from or make an award to any Prospective Contractor that is in arrears, or is in default to the County upon any debt or Contract, or that has defaulted as surety or otherwise upon any obligation to the County, person, firm, or corporation. If requested, the Prospective Contractor shall provide evidence to the contrary within 48 hours

upon request. Prospective Contractor shall submit a Solicitation response that conforms in all material respects to the Solicitation.

2. Prospective Contractor shall have the capability with adequate: financial resources, facilities, experience, insurance and licenses, adequate: services, vehicles, and skilled personnel to provide goods and/or services as required by the Solicitation as determined through evidence submitted, reputation, past performance, public records, site visits, and references available to the County. Prospective Contractor shall comply with the required delivery period and/or performance period.
3. The County may make such investigations, as it deems necessary and appropriate, to determine the ability of the Prospective Contractor to perform the services and/or furnish the goods and the Prospective Contractor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to inspect the Prospective Contractor's physical facilities prior to award to satisfy questions regarding the Prospective Contractor's capabilities. The County further reserves the right to reject any Solicitation response if the evidence submitted by, or investigations of, the Prospective Contractor fails to satisfy the County that the Prospective Contractor is properly qualified to carry out the obligations of the Contract, and to provide the services and/or furnish the goods.

#### **II.40 SUBCONTRACTORS**

The head of Procurement Services shall determine if any portion of a contract may be subcontracted or performed by a party other than the Contractor. Contractors desiring to utilize subcontractors shall submit those subcontractor's business name and address with the Solicitation response. A Contractor shall not use a Subcontractor without prior written approval from the County.

#### **II.41 TAXES**

The County is exempt from the payment of any Federal excise or any Virginia sales tax. However, when under established trade practice any Federal excise tax is included in the list price, the Prospective Contractor may quote the list price and shall show separately the amount of Federal tax in its Solicitation response as a flat sum, which the County shall deduct.

#### **II.42 TERMINATION FOR CONVENIENCE OF THE COUNTY**

The County may terminate this Contract, or any work or delivery required under this Contract, from time-to-time, in whole or in part, whenever the Director of Finance shall determine that such termination is in the best interest of the County. Termination, in whole or in part, shall be affected by delivery of a Notice of Termination, signed by the Director of Finance or a designee, mailed or delivered to the Contractor, and specifically stating the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any Subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;

4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the head of Procurement Services; and
5. Use its best efforts to mitigate any damages, which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, no later than six (6) months after the effective date of its termination, unless an extension is granted by the head of Procurement Services.

The head of Procurement Services shall determine reasonable costs of termination, including a reasonable amount for profit on goods or services delivered or performed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the goods or services not delivered or performed. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the County shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of the Notice of Termination the total of:
  - a. Cost of goods delivered or services performed;
  - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above; and
  - c. A sum as profit on subparagraph 1.a. of this section determined by the head of Procurement Services to be fair and reasonable.
2. The total sum to be paid under 1.a. of this section shall not exceed the Contract price, as reduced by the amounts of payments otherwise made, and as further reduced by the Contract price of goods or services not provided.

In the event that the Contractor is not satisfied with any payments, that the head of Procurement Services shall determine to be due under this clause, the Contractor may appeal any claim in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that Subcontractors make all reasonable efforts to mitigate damages that may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage sustained by a Subcontractor as a consequence of termination for convenience.

## **II.43 TERMINATION FOR DEFAULT**

Either party may terminate this Contract, without further obligation, for the default of the other party or to agents or employees with respect to any agreement or clause contained herein. In case of a Contractor's failure to the deliver goods or services in accordance with the contract, after due oral or written notice, the County 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 any other remedies that the County may have.

#### **II.44 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The County is bound under the Contract only to the extent of the funds that are available or may become available for the purpose of this Contract. Funding for this Contract in any succeeding fiscal year is subject to appropriation by the Board of County Supervisors. If funds are not appropriated for any succeeding fiscal year, the County may terminate this Contract upon thirty (30) calendar days prior written notice to the Contractor and the County shall be liable only for payments due through the date of termination.

#### **II.45 TESTING AND INSPECTION**

The County reserves the exclusive right to conduct any test/inspection it may deem advisable to assure that the goods and services conform to the Contract.

#### **II.46 VENDOR REGISTRATION**

Prospective Contractor shall be a registered Prince William County vendor before submitting a response to this Solicitation. Vendors can register themselves at <http://www.pwcva.gov/bid>.

### **III. ATTACHMENTS**

#### **III.1 MINIMUM INSURANCE REQUIREMENTS**

Please see the following pages for the Contractor's Minimum Insurance Requirements.

#### **III.2 IFB SUBMISSION FORM**

Please see the following pages for the IFB Submission Form to be returned with your bid.

#### **III.3 PRICING SCHEDULE**

Please see the following pages for the Pricing Schedule for reference while entering the prices electronically on the Solicitations portal.



**CONTRACT MODIFICATION**

COUNTY CONTRACT NAME: Grass See and Landscaping Supplies

COUNTY CONTRACT NO.: 900314-23 MODIFICATION DATE: 02/06/2024 MODIFICATION NO.: 1

The Contract is modified as follows, in accordance with Section 1.4:

- 1. is renewed for a period of one (1) year beginning April 03, 2024 and ending on April 02, 2025. This is renewal 1 of 4 optional renewal periods.

Except as noted herein, all other provisions and pricing remain unchanged.

**Prince William County** Lucas E. Hisghman  
Lucas E. Hisghman (Feb 15, 2024 10:50 EST)

Department: **Department of Public Works Environmental Services Division**

Dominique Ward  
Dominique Ward (Feb 15, 2024 11:34 EST)

Requesting Department's Authorized Representative

[Signature]

Chief Procurement Officer, or authorized

Keisha Long

Lead Procurement Officer, or authorized

**Contractor**

Contractor's Business Name and Address:

Landscape Supply, Inc  
2501 Oak Lake Blvd.  
Midlothian, VA 23112  
meghann@wsconnelly.com

[Signature]

Louis Jumbercotta (Feb 15, 2024 10:45 EST)

Contractor's Authorized Signature and Date

Louis Jumbercotta

Contractor's Name (print)

Regional Sales Account Manager

Contractor's Title (print)



DATE OF AWARD: 04/03/2023

**ACCEPTANCE AGREEMENT**

Prince William County, Virginia, hereby accepts the Solicitation response submitted by the Contractor in response to the County's Solicitation. This Acceptance Agreement constitutes a Contract between the Contractor and the Board of County Supervisors of Prince William County, Virginia, or the Approving Authority identified below.

CONTRACTOR:

**Landscape Supply, Inc**  
**2501 Oak Lake Blvd.**  
**Midlothian, VA 23112**

Telephone: 804-744-5445 Email: [meghann@wsconnelly.com](mailto:meghann@wsconnelly.com)

Representative and Title: Meghann Matthews, Corporate Controller Executive

CONTRACT TITLE: Grass Seed and Landscaping Supplies

CONTRACT NUMBER: 900314-23

CONTRACT PERIOD: 1-Year from Date of Award

CONTRACT RENEWAL: 4 1-Year renewals

CONTRACT TYPE: **Fixed Price**

COUNTY CONTRACT ADMINISTRATOR: Luke Hisghman, Assistant Director of Public Works for Construction & Operations

THIS CONTRACT CONSISTS OF THE FOLLOWING DOCUMENTS AND ARE IN THE ORDER OF PRECEDENCE IN THE EVENT OF AN INCONSISTENCY:



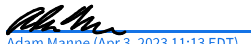
1. Prince William County Procurement Regulations
2. This Acceptance Agreement.
3. The County's Solicitation No. 700156-23 issued 02/08/2023 Updated response rules to allow suppliers to select lines on which to respond.
4. The Contractor's Solicitation Response dated 03/08/2023

CONTRACT ITEMS:

Description	UOM	Unit Price
Annual Rye	Per Pound	\$ 0.59
Bluegrass	Per Pound	\$ 2.06
Fertilizer 0-0-48 sulfate of potash with 2% iron	Per Pound	\$ 29.00
Fertilizer 19-19-19	Per Pound	\$ 0.45
Hi-Cal pelletized lime	Per Pound	\$ 5.57
Hydro-Mulch	Per Pound	\$ 0.32
Kentucky K-31	Per Pound	\$ 1.54

Lime, Granular	Per Pound	\$ 0.11
Lime, Pulverized	Per Pound	\$ 0.09
Maryland S.H.A Permanent Mix	Per Pound	\$ 2.30
Milorganite	Per Pound	\$ 14.50
OBL Wetland Seed Mix - ERNMX-131	Per Pound	\$ 67.00
Orchard Grass	Per Pound	\$ 2.20
Oxadiazon 2G-140 SGN	Per Pound	\$ 79.00
Perennial Rye	Per Pound	\$ 2.04
Promatrix (Engineered Fiber Mix for Steep Slopes)	Per Pound	\$ 0.68
Riparian Buffer Mix - ERNMX-178	Per Pound	\$ 24.25
Solu-Cal	Per Pound	\$ 12.75
Steep Slope Grass Mixture ((70% Greystone Tall Fescue, 10% T3 Perennial Rye, 7% Durana White Clover. 5% Brown Top Millet, And 5% Serecia Lespedeza)	Per Pound	\$ 2.21
T/1, \$2.SG	Per Pound	\$ 72.00
Turface Mound Clay	Per Pound	\$ 11.90
Turface MVP	Per Pound	\$ 11.90
Turface Pro League	Per Pound	\$ 12.40
Turface Quick Dry	Per Pound	\$ 11.90

The County shall issue a Purchase Order to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated and shall act as the Contractor's Notice to Proceed. Contractor shall not deliver goods and services prior to receiving an approved Purchase Order.

APPROVAL	SIGNATURE	PRINT NAME AND TITLE	DATE
Contractor	 <small>Meghann Mathews (Apr 3, 2023 09:29 EDT)</small>	Meghann Mathews Corporate Controller	04/03/2023
Approving Authority		<b>Thomas Smith, Director of Public Works</b>	04/03/2023
Head of Procurement Services	 <small>Adam Manne (Apr 3, 2023 11:13 EDT)</small>	<b>Adam Manne, Assistant Director of Finance for Procurement Services</b>	04/03/2023