



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

CONTRACT AWARD COVERPAGE

TO:	PREMIER SPORTS FIELDS, LLC 10241 FAYETTESVILLE ROAD BEALETON, VA 22712	DATE ISSUED:	JANUARY 11, 2024
		CONTRACT NO:	24-DPR-R-496
		CONTRACT TITLE:	TURF MANAGEMENT SERVICES FOR ATHLETIC FIELDS

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DPR-R-496 including all attachments and amendments thereto.

EFFECTIVE DATE: JANUARY 11, 2024
EXPIRES: DECEMBER 31, 2024
RENEWALS: TWO (2) ADDITIONAL ONE-YEAR RENEWAL FROM JANUARY 1, 2025, TO DECEMBER 31, 2026
COMMODITY CODE(S): 98807, 98836, 98852
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 24-DPR-R-496
ATTACHMENT A – FAUQUIER COUNTY CONTRACT #32-21 SMC

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

<u>VENDOR CONTACT:</u>	ROBERT BENYO, GENERAL MANAGER	<u>VENDOR TEL. NO.:</u>	(540) 295-5573
<u>EMAIL ADDRESS:</u>	BBENYO@PREMIERSPORTSFIELDS.COM		

<u>COUNTY CONTACT:</u>	RICHARD HOLLEY (DPR)	<u>COUNTY TEL. NO.:</u>	(703) 228-7841
<u>COUNTY CONTACT EMAIL:</u>	RHOLLEY@ARLINGTONVA.US		

PURCHASING DIVISION AUTHORIZATION

NAME: JAVIER ITURRALDE **TITLE:** PROCUREMENT OFFICER **DATE:** JANUARY 11, 2024



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

RIDER AGREEMENT NO. 24-DPR-R-496

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Premier Sports Fields, LLC ("Contractor"), a Commonwealth Limited Liability Corporation with a place of business at 10241 Fayetteville Road, Bealeton, VA 22712 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A – Fauquier County Contract #32-21 SMC with their Pricing Schedule, together with all exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Fauquier County and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Premier Sports Fields, LLC. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

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

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than December 1, 2024 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the Fauquier County renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for two (2) one-year renewal periods from December 2, 2024, to December 1, 2026 ("Subsequent Contract

Term”). However, if the Fauquier County does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

The Contractor also must submit to the County’s Project Officer its W-9 Form, which will include its Federal Employer Identification Number (“FEIN”) or Social Security Number (“SSN”), whichever is applicable, before the County can process payment to the Contractor under the Contract.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish Turf Management Services for Athletic Fields.

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

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

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

7. NON-APPROPRIATION

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

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

9. NOTICES

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

TO THE CONTRACTOR:

Robert Benyo, General Manger
10241 Fayetteville Road
Bealeton, VA 22712
Phone: 540-295-5573
Email: bbenyo@premiersportsfields.com

TO THE COUNTY:

Richard Holley, Project Officer
DPR Parks and Natural Resources
2700 S Taylor Street
Arlington, VA 22206
Phone: 703-228-7841
Email: rholley@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.


11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

PREMIER SPORTS FIELDS, LLC

AUTHORIZED SIGNATURE: 
F3B19877EB39437...
NAME: Javier Iturrlade
TITLE: Procurement Officer
DATE: 1/11/2024


AUTHORIZED SIGNATURE: 
211E679EF312440...
NAME: Robert Benyo
TITLE: GM
DATE: 1/5/2024

EXHIBIT A

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
Department of Finance, Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3208

NOTICE OF AWARD

Contract No. 32-21smc

Turf Management for Athletic Fields

April 9, 2021

Contractor Name: Premier Sports Fields, LLC
Address: 10241 Fayetteville Road, Bealeton, VA 22712
Your Solicitation
Response Dated: March 20, 2021
In Response To: RFP 32-21sm, dated February 23, 2021
Description: Provide Turf Management Services for Athletic Fields.
Contract Period: May 1, 2021 to December 1, 2022, with four (4) one-year renewal terms upon mutual agreement of both parties.

Hereby is accepted at prices and terms as stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, and other stipulations, if any.

A contract shall be on file in the Procurement Division upon execution.



Susan R. Monaco, CPPO, CPPB
Procurement Manager

**FAUQUIER COUNTY AND FAUQUIER COUNTY SCHOOL BOARD
Political subdivisions of the Commonwealth of Virginia**

Contract 32-21smc, Turf Management for Athletic Fields

This Agreement is made and entered into this 9th day of April, 2021, by Fauquier County and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, collectively referred to as "Owner" (such reference is for the matter of convenience only) and Premier Sports Fields, LLC having its principal place of business at 10241 Fayetteville Road, Bealeton, VA 22712, 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 Turf Management Services for Athletic Fields to the Owner as set forth in the Contract Documents.

COMPENSATION: The Owner will pay and the Contractor will accept in full consideration for the performance during the contract term the rates as included in the proposal submission and as attached hereto.

CONTRACT PERIOD: May 1, 2021 through December 1, 2022 with the option to extend for four (4) additional one (1) year periods as outlined in the Contract documents.

The contract documents shall consist of and are listed in order of priority:

- (1) This signed form;
- (2) RFP 32-21sm dated February 23, 2021;
- (3) Contractor's proposal dated March 20, 2021, all of which documents are incorporated herein.

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

Premier Sports Fields, LLC

County of Fauquier and the Fauquier
County School Board, political subdivisions
of the Commonwealth of Virginia

By: 

By: 
Susan R. Monaco, CPPO, CPPB

Title: VP

Title: Procurement Manager

Date: 4/9/2021

Date: 4/12/2021

2021 Fee Schedule Pricing				
Application Type	Description	Material	Alternate unit	price / acre unless otherwise noted
Pricing Schedule for alternate OR additional				
A	Pre-emergent	Dimension, fert and Focus		\$ 180.00
B	Broadleaf	3-D, Strike 3		\$ 180.00
C	Seeding	Blue/Rye Blend		\$ 950.00
D	Fert early fall	24-6-12 with iron		\$ 267.00
E	Late Fall winterization	21-0-0		\$ 145.00
F	Mid Fall Fert with iron	15-0-0 with iron		\$ 140.00
G	Spring fert and bio-stimulant	16-4-8 and Focus		\$ 230.00
H	Summer fert, broad leaf and narrow leaf	Trimec Plus and Focus and 16-4-8		\$ 275.00
I	shattertine	aeration		\$ 225.00
J	Topdressing (10 ton increments)	Topdressing		\$ 1,300.00
K	Finish Mowing, , 15+ acre complex	self propelled reel/HSR mower		\$ 50.00
L	Pre-emergent	Dimension WSP		\$ 180.00
LA	Fertilizer + Pre-emergent	24-3-12 + Dimension or equivalent		\$ 250.00
LB	Pre emergent & fertilizer for Bermuda sprigging	Ronstar W/ 5-0-10		\$ 450.00
M	Broadleaf Weed Control	Tri-mec or equivalent		\$ 180.00
MA	Narrowleaf weed control	equal		\$ 280.00
MB	Narrowleaf weed control max rate	Pylex, Tenacity		\$ 400.00
O	Grub Control	Merit or equivalent		\$ 225.00
OA	Curative grub control	Dylox granular or equivalent		\$ 600.00
OB	Grub Control	Acelepryn or equal		\$ 450.00
P	Nutsedge Control	Sedgehammer or equivalent		\$ 265.00
PA	Fungicide Application	Broad Spectrum preventive		\$ 265.00
PAA	Fungicide Application	Broad Spectrum curative		\$ 1,150.00
PB	Pythium Control	Pythium Specific		\$ 2,300.00
PC	New seeding herbicide	Quinchlorac split applications		\$ 400.00
PD	weed/rye control in Bermuda standard	sulfonyl urea, standard rate 10g/ac		\$ 325.00
PE	weed/rye control in Bermuda Max rate	sulfonyl urea, maximum rate		\$ 475.00
PF	Broad Leaf Weed control	Triad or equivalent		\$ 180.00
PG	Broad Leaf Weed Control Max Rate	Triad or equivalent		\$ 225.00
PH	Poa Annuu Control	Xonerate or Equal		\$ 500.00
Q	Total Vegetation control	Glyphosate		\$ 385.00
QA	Dormant Bermuda weed control	Glyphosate		\$ 300.00
R	Fenceline weed control linear feet	Glyphosate/ pre-emergent 8" band	lin feet	\$ 0.40
RR	Fenceline weed control linear feet	With nutsedge control	lin feet	\$ 0.65
RA	Anti-static for artificial turf	customer provides		\$ 225.00
RB	Disinfectant for artificial turf	customer provides		\$ 225.00
S	Rye Seeding mechanical	Perennial Rye 5#/M		\$ 600.00
SA	Ryegrass seeding Broadcast	Perennial Rye 5#/M		\$ 500.00
SB	Bermuda overseeding	Ryegrass 12#/M		\$ 1,350.00
SC	Bermuda Overseeding	Ryegrass 5#/M		\$ 525.00
T	Bermuda Seeding	Riveria Bermuda up to 1.5#/M		\$ 1,500.00
U	Blue/Rye Seeding mechanical	30-Blue/70-Rye @ 5#/M		\$ 950.00
UA	Blue/Rye Seeding Broadcast	30-Blue/70-Rye @ 5#/M		\$ 700.00
UB	Bluegrass Seeding mechanical	Bluegrass 2.5#/M		\$ 400.00

Application Type	Description	Material	Alternate unit	price / acre unless otherwise noted
Pricing Schedule for alternate OR additional				
UC	Fescue seeding	90-Tall fescue/10 KYB @ 6 #/M		\$ 1,225.00
UD	Hydro-seeding	seed, mulch, straw	sy	\$ 1.30
UDA	Hydro-Tacking	tacking agent	sy	\$ 0.80
UDB	Straw Blowing	straw only	sy	\$ 0.50
V	Fertilization, balanced	24-6-12 w/ 2% fe		\$ 215.00
VA	Fertilization, balanced	19-19-19		\$ 280.00
W	Winterization Fertilization	22-0-0 w/ sulphur; 15% SCU		\$ 200.00
X	Pre-plant fertilizer	MAP @ 1#P/M		\$ 250.00
XA	Pre-plant fertilizer/remedial soil	complete w/high phosphorus & potassium		\$ 435.00
Y	Organic Fertilizer	5-4-5 Earth Works		\$ 850.00
YA	Organic Fertilization	100% Organic		\$ 450.00
Z	Gypsum Application	20 #/M		\$ 475.00
AA	Lime application	25#/M HiCal		\$ 475.00
AB	Vertical Core extraction, 1 direction	Aer-core 3.33" x 5" hole pattern 9 holes/sq.ft.		\$ 325.00
ABC	Core Aeration			\$ 260.00
ACC	Bermuda Slicing	5" o.c.		\$ 260.00
AAB	Vertical Core extraction, 1 direction	3.33" spacing, 13 holes/sq.ft.		\$ 400.00
ABA	Verticutting thatch removal			\$ 650.00
ABB	Fraize mowing Bermuda	1 acre min	per sf	\$ 0.05
ABBB	off	1 acre min	per sf	\$ 0.21
ABC	Deep Solid Tine Aeration	Pro-Core SR72 5" X 5" hole pattern irrigated		\$ 1,300.00
ABCD	Deep Solid Tine Aeration	Pro-Core SR72 5" X 5" hole pattern non-irrigated field		\$ 1,500.00
AC	Field Rolling	dual drum, 1 direction		\$ 950.00
AD	Topdressing infield mix	Fielder's Choice	per ton	\$ 78.00
AD	Topdressing infield mix with turface	Fielder's Choice	per ton	\$ 95.00
ADA	Topdressing PSF Proprietary Mix	3mm screened soil 70%+, EQ	per ton	\$ 78.00
AE	Topdressing Soil +Organics	composted organic material owner supplied	per ton	\$ 85.00
AEA	Topdressing	material	per ton or cu yd	\$ 50.00
AEB	Topdressing dbl screened organics	organic compost	cubic yard	\$ 78.00
AEC	Field dragging (after coring or topdressing)	brush and screed bar	acre	\$ 200.00
AED	Topdressing A-Man Sand	course	ton	\$ 85.00
AEE	Topdressing U.S.G.A. Sand	fine	ton	\$ 85.00
AEF	Topdressing infield conditioner	Turface or Equal	ton	\$ 660.00
AEG	Topdressing Stonedust	size #10	ton	\$ 60.00
AF	Sod installation no prep	Large roll Bluegrass 4' x 60' unsplit	per sf	\$ 0.70
AFA	Sod installation no prep	Small Roll Bluegrass 1.5 x 6' unnetted	per sf	\$ 0.65
AFB	Sod installation no prep	Thick cut big roll Bermuda	per sf	\$ 0.80
AG	Sod installation no prep	Large Roll Bermuda 4' x 100'	per sf	\$ 0.75
AGG	Sod installation no prep	Thick cut big roll Bermuda	per sf	\$ 0.85
AGA	Sod installation no prep	small Roll Bermuda 21" x 6'	per sf	\$ 0.85

Application Type	Description	Material	Alternate unit	price / acre unless otherwise noted
Pricing Schedule for alternate OR additional				
AGB	Sod installation big roll small areas	prep and sod 1,000 sf min	per sf	\$ 0.90
AGC	Sod installation no prep	Big Roll, un-netted Fescue	per sf	\$ 0.60
AGD	Sod installation no prep	Big Roll, un-netted Thick Cut Fescue	per sf	\$ 1.15
AGE	Sod Installation only	owner supplied big roll	per sf	\$ 0.20
AGF	Sod Installation only	owner supplied palletized	per sf	\$ 0.25
AH	Sprigging 1000 bu/acre; Bermuda, Patriot, Latitude or equal	2.5" centers, 45,000 sf min	per sf	\$ 3,900.00
AI	Laser Grading tractor/box	assuming 0.2' as rough grade	sf	\$ 0.12
AIA	Laser Grading Dozer	assuming 0.2' as rough grade	sf	\$ 0.15
AIB	Laser Grading Dozer	push out material	Per ton or CuYd.	\$ 3.00
AJ	Plow, Grind, Grade and re-sod	Bluegrass, large roll	per sf	\$ 1.10
AK	Plow, Grind, Grade and re-sod	Bermuda, large roll	per sf	\$ 1.20
AKK	Plow, grind,laser grade		per sf	\$ 0.80
KKJ	Tillage with Rota-Daron		per sf	\$ 0.05
AKL	Combinating- Mechanical vegetation pulverizing	ground in place; 30,000 sf min	per sf	\$ 0.05
AL	Finish Mowing, reel mower/HSR	less than 15 acres/complex	per acre	\$ 70.00
AM	Mowing	Common areas and slopes	per acre	\$ 70.00
AMA	Mowing	Steep slopes, rough terrain	per acre	\$ 95.00
AMB	Line Trimming		lin ft	\$ 0.06
AMC	Edging		lin ft	\$ 0.06
AN	Infield Dragging/grooming/raking	baseball	each	\$ 70.00
ANN	Infield Dragging/grooming/raking	baseball >120 infields/wk	each	\$ 62.00
ANO	Infield Dragging/grooming/raking	baseball >250/wk infields	each	\$ 59.00
AO	Infield Dragging/grooming/raking	softball	each	\$ 70.00
AOD	Infield Dragging/grooming/raking	softball >120 infields	each	\$ 62.00
AOE	Infield Dragging/grooming/raking	softball >250 infields	each	\$ 59.00
AOB	artificial turf grooming		each	\$ 300.00
AOBB	artificial turf grooming	> 56 <89 grooms/wk	each	\$ 250.00
AOBC	artificial turf grooming	> 90 grooms/wk	each	\$ 240.00
AOD	artificial turf weekly maintenance visit		each	\$ 125.00
AOCD	artificial turf weekly maintenance visit	> 56 < 89 fields/wk	each	\$ 100.00
AOCE	artificial turf weekly maintenance visit	> 90 fields / wk	each	\$ 60.00
ANN	Artificial Turf Deep Cleaning	Redexim < 10 fields	each	\$ 900.00
ANM	Artificial Turf Deep Cleaning	Redexim > 11< 29	each	\$ 875.00
ANN	Artificial Turf Deep Cleaning	Redexim > 30	each	\$ 840.00
ANA	Infield de-weeding Mechanical	baseball 60'	each	\$ 1,600.00
AOA	Infield de-weeding Mechanical	softball 60'	each	\$ 1,400.00
APP	Haul off vegetation	30 Yd container	each	\$ 1,000.00
AP	Pitching mound renovation packing clay	plate, mound clay, survey	each	\$ 1,450.00
APD	Pitching mound renovation packing clay	plate, mound clay, survey 60' field	each	\$ 1,150.00
APE	Pitching mound renovation packing clay	plate, mound clay, survey 50/70 field	each	\$ 1,750.00
APA	installation of 2" base anchors	customer supplied bases	3 each	\$ 900.00

Application Type	Description	Material	Alternate unit	price / acre unless otherwise noted
Pricing Schedule for alternate OR additional				
APB	home plate & pitching rubber installation	plate and rubber included	2 each	\$ 400.00
APC	Baseball base & plate tarps (weighted)	custom sizes available	square foot	\$ 2.00
AQ	Infield conditioner	Diamond Pro incorporation	per ton	\$ 900.00
AR	Warning Track renovation	3" deep, 3,000 sf min, no export	sf	\$ 1.35
AS	Infield lip removal	up to 6"	sf	\$ 1.50
ASA	Volley Ball Court	16" white sand, drain, posts/nets	sf	\$ 16.00
ATA	Survey Fields 10 points	Total Station	per field	\$ 475.00
AU	Field Lining 1 field	painting one color	each	\$ 500.00
AV	Field Lining overlay		each	\$ 200.00
AW	Lining Plug Installation, single field	30 plugs	each	\$ 1,000.00
AX	Lining Plug Installation overlay	30 plugs	each	\$ 600.00
AY	Stone pad Batting cage, etc	4" depth, 4 x 4 border, fabric	sf	\$ 5.00
AYB	Synthetic Field Stone Base	6" #57, 1.5" #8, .5" #17, fabric	sf	\$ 1.85
AYD	Synthetic Field Curb w re-bar	6" x 12" w/ notch	lf	\$ 30.00
AYA	Asphalt walk patch	asphalt	per ton	\$ 275.00
AYC	concrete pad	4" wire mesh, broom finish	sf	\$ 12.50
AZ	6" x 6" PT retaining wall	1 course	lf	\$ 5.00
BA	Material Bins	8' x 14'	each	\$ 2,800.00
BB	Protective spectator netting	15' high	linear foot	\$ 35.00
BC	Catch Basin Grading	64 sf	per sf	\$ 40.00
BCA	Catch Basin Installation	12" square	each	\$ 200.00
BCB	Silt Fence installation	fabric/wood posts	lin ft	\$ 3.25
BCBD	Super Silt Fence installation	steel	lin ft	\$ 7.00
BCD	Construction fence	10" panel. 3 months	lin. Ft	\$ 7.50
BCDD	Construction Entrance		each	\$ 5,000.00
BCE	Safety Fence	orange fence	lin ft.	\$ 4.00
BCF	Watering	water canon and labor	day	\$ 630.00
BCG	Water Truck 4 hr. min	3,000 gallons	Hr.	\$ 400.00
BCGA	Flat Panel Drain	1" x 12"	lf	\$ 5.25
BCBA	French drain	2 inch pipe 300 ft minimum	linear foot	\$ 16.50
BCBA	French drain	4 inch pipe 300 ft minimum	linear foot	\$ 18.50
BCBB	French drain	6" pipe	lf	\$ 24.00
BCBC	French drain	10" pipe	lf	\$ 26.00
BCBD	French drain	12" pipe	lf	\$ 28.00
BCBE	fittings	installed	each	\$ 85.00
BCC	Irrigation repair	Diagnose head and swing joint/leaky valve, etc	each	\$ 250.00
BD	Scoreboard installation	Engineering, Electric & scoreboard not provided	each	\$ 4,000.00
BE	Foul Pole installation	Poles not provided	each	\$ 1,300.00
BF	Installation of 12" Access gate	Vinyl coat, Chain fabric	each	\$ 2,200.00
BG	Winter Blanket rental, installation, removal	60 x 66	each	\$ 235.00
BH	Winter Blanket rental, installation, removal	90 x 90	each	\$ 400.00
BI	Winter Blanket rental, installation, removal	12 x 75	each	\$ 150.00
BLA	Jute erosion Netting		sf	\$ 65.00
BJ	Consulting, written reports		per hour	\$ 125.00
BJA	Winter Blanket installation or removal		each	\$ 50.00

Application Type	Description	Material	Alternate unit	price / acre unless otherwise noted
Pricing Schedule for alternate OR additional				
BJB	Nutrient Management Plan	Full plan and recording	each	\$ 250.00
BK	Nutrient Soil Test	Nutrients, pH, and written report	each	\$ 100.00
BL	Physical Soil Test	Sieve analysis, org., written report	each	\$ 150.00
BM	Operator Rates	Equipment operator	per hr.	\$ 85.00
BN	Labor Rates	Laborer	per hour	\$ 55.00
BO	Overtime for Emergency Labor	Laborer	hour	\$ 95.00
CA	Engineering - Project manager		hour	\$ 170.00
CB	Engineering - Designer		hour	\$ 115.00
CC	Engineering - Principal		hour	\$ 275.00
CD	Engineering - Survey Technician		hour	\$ 110.00
CE	Engineering - 2 man crew		hour	\$ 195.00
DA	Mobilization		per trailer	\$ 550.00
DB	Machine Rate Tractor	tractor + non powered implement	per hour	\$ 115.00
DBA	Machine Rate Tractor	tractor + non powered implement > 150 acres	per hour	\$ 90.00
DBB	Machine Rate Tractor	Tractor + powered implement > 150 acres	per hour	\$ 215.00
DBC	Machine rate boom sprayer	Machine with sprayer greater than 150 acres machine plus operator, 6 hr. minimum	per hour	\$140.00
DB	Machine Rate skid steer	machine plus operator, 6 hr. minimum	per hour	\$ 115.00
DB	Machine Rate Dozer	machine plus operator, 6 hr. minimum	per hour	\$ 120.00
DB	Machine Rate Dozer w/ laser	machine plus operator, 6 hr. minimum	per hour	\$ 135.00
DB	Machine Rate track loader	machine plus operator, 6 hr. minimum	per hour	\$ 140.00
DB	Machine Rate mini-excavator	machine plus operator, 6 hr. minimum	per hour	\$ 135.00
DB	Machine Rate roller	minimum	per hour	\$ 100.00
DC	Trucking fee		hour	\$ 100.00
EA	Irrigation - 2" PVC main line		per foot	\$ 8.85
EB	Irrigation - 3" PVC main line		per foot	\$ 10.57
EC	Irrigation - 2" lateral line pipe		per foot	\$ 5.89
ED	Irrigation - 1-1/2" lateral line pipe		per foot	\$ 3.15
EE	Irrigation - Hunter I-25 with swing joint		each	\$ 250.00
EF	Irrigation - Quick Coupler valve		each	\$ 375.00
EG	Irrigation - 8 station Hunter Pro C controller		each	\$ 500.00
EH	Irrigation - Pedestal for controller		each	\$ 445.00
EI	Irrigation - 2"RPZ Backflow Preventer with concrete pad	3 ft x 5 ft concrete pad	each	\$ 2,500.00
EJ	Irrigation - 2" Control valve		each	\$ 390.00
EK	Irrigation - Control valve wiring		per foot	\$ 0.40
EL	Irrigation - 2 h.p booster pump		each	\$ 1,850.00
EM	Irrigation - Pump housing and		each	\$ 4,150.00
EN	Irrigation - 2" Copper Pipe		linear foot	\$ 40.00
EO	Irrigation - Copper fittings		each	\$ 29.00
EP	Irrigation - Winterization	up to 8 zones	each	\$ 450.00
EQ	Irrigation - Spring Startup	up to 8 zones	each	\$ 450.00
ER	Temporary Irrigation system	lateral	each	\$ 400.00



FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

PROCUREMENT DIVISION

320 Hospital Drive, Suite 23

Warrenton, Virginia 20186

Phone: (540) 422-8348 Fax: (540) 422-8355

megan.roberts@fauquiercounty.gov

October 23, 2023

Premier Sports Fields, LLC
PO Box 737
Remington, VA 22734

Attn: Mr. Bob Benyo,

RE: Contract #32-21smc Turf Management for Athletic Fields

Fauquier County Government and Public Schools wishes to exercise its option to renew the above referenced contract for another one (1) one-year period. The renewal period will be from **December 2, 2023 through December 1st, 2024**. This is the second renewal option available. It is understood and agreed that all terms, conditions, modifications and prices remain the same during the contract renewal period indicated above. Please forward a current Certificate of Insurance, with "Fauquier County Government and Fauquier County School Board" endorsed as additional insured.

If this renewal is agreeable with Premier Sports Fields, LLC, please sign below and return it to this office no later than November 10, 2023. If you have any questions pertaining to this renewal, please do not hesitate to contact me. A copy of this fully executed contract renewal will be returned for your files.

Sincerely,

Megan Roberts
Megan Roberts
Procurement Officer III

Premier Sports Fields, LLC



Signature of Authorized Representative

ROBERT BENYO G.M.

Print Name and Title

10/24/2023

Date

Fauquier County Government and Public Schools



Procurement Manager

Title

10/23/2023

Date

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
REQUEST FOR PROPOSAL (RFP)**

ISSUE DATE: February 23, 2021

RFP 32-21sm

TITLE: **TURF MANAGEMENT FOR ATHLETIC FIELDS**

ISSUED BY: Fauquier County Government and Public Schools
Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186

USING DEPARTMENT: Fauquier County General Services, Other County Departments and Schools

Sealed Proposals Will Be Received Until **2:30 p.m., March 24, 2021**, For Providing the Services Described Herein. (Late responses will not be accepted.)

Period of Contract: May 1, 2021 to December 1, 2022, with the option to extend for four (4) additional one (1) year periods. (See Page 8, Section 6.2, for additional details).

Inquiries for information should be directed to: Susan Monaco, CPPO, CPPB, Procurement Manager, PH: (540) 422-8348; e-mail: Susan.Monaco@fauquiercounty.gov

If Proposals are Mailed, Send Directly to Issuing Department Shown Above, If Proposals are Hand Delivered, deliver to: Alice Jane Child's Office Building, 320 Hospital Drive, Second Floor, Suite 23, Warrenton, VA 20186

In Compliance with This Request for Proposal and to All the Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers and Agrees to furnish the Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

OFFEROR'S FULL, LEGAL NAME (PRINT)

F.I.N OR S.S. NUMBER

Street Address

City, State, Zip Code

Print Representative Name/Title

Telephone No.

Fax No.

E-mail Address

Signature

Date

*****CERTIFICATION PAGE- RETURN THIS PAGE WITH PROPOSAL SUBMISSION *****

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**** RETURN THESE FORMS WITH PROPOSAL**

1.0 **PURPOSE**

The purpose of this Request for Proposal (RFP) is to establish a contract with a qualified firm to provide optimum maintenance and repair services to athletic fields, for maintaining high quality competition fields throughout Fauquier County, in accordance with the terms, conditions, and requirements contained herein. These services are required primarily to the high school athletic fields, but also potentially to other County agency or school fields. Other services such as hydro seeding may also be required under this contract. This solicitation is issued by the Fauquier County Government and Public Schools Procurement Division on behalf of the Fauquier County Board of Supervisors and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, herein referred to collectively for convenience as “Owner”.

- 1.1 For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an “Offeror”. An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a “Contractor”.
- 1.2 The contents of the proposal submitted by the successful Offeror, this RFP (including general and specials terms and conditions), all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Offeror will be required to sign a contract with the Owner.

2.0 **BACKGROUND**

Fauquier County currently has three (3) high schools, Liberty High School in Bealeton, Fauquier High School in Warrenton, and Kettle Run High School in Nokesville/New Baltimore with three (3) or four (4) competition fields each, that shall receive turf management treatments for both natural turf and synthetic turf. For Offeror information, there are currently two (2) synthetic turf fields total at the three (3) high schools noted; that quantity is subject to change over the course of this contract. Events held on these fields are football (80+ events/year), soccer, lacrosse, baseball, softball and field hockey. The Owner also reserves the right to extend the resulting contract to the Fauquier County Parks & Recreation Department or any applicable county agency or school with athletic fields requiring turf management services on both natural and synthetic playing fields.

3.0 **STATEMENT OF NEEDS**

3.1 **Program/Applications**

3.1.1 Proposals shall include an ongoing program to maintain playing fields at a consistent and high quality level, to include, but not limited to the following duties and areas:

- Scheduling and explanation of types of applications to be provided and their purpose
- Complete written Nutrient Management Plan that addresses the entire school site and all the fields under the program according to Virginia Soil and Water Conservation Board Code of Virginia § 10.1-104.2
- Specification of materials that will be used as listed on a Certified Nutrient Management Plan, which is submitted as part of this RFP response.
- Indication of mixtures for seeding/over seeding, fertilization and liming, aeration
- Turf and infield renovation, divot repairs, mound repair
- Top dressing, weed control, insect and fungus control including monthly pest monitoring, soil analysis and evaluation
- Irrigation adjustment, winterization and spring start-up, winter blanket installation

- Cool and warm season turf care such as rolling, verti-cutting, slicing, sprigging, and sodding.
- Bermuda grass mowing with a reel mower
- Hydro seeding of roadway shoulders, steep slope stockpiles and other areas as required. VDOT seed mixes may be required.
- Water truck(s) and temporary irrigation system to run off trucks, if needed.
- Synthetic field grooming, deep cleaning, infill measurement and inspection, topdressing and repairs to turf, stone drainage base and curbs.

3.1.2 Offerors shall provide description of equipment and applications within this section of the proposal including frequency and method of application.

3.1.3 Offerors shall provide a sample Nutrient Management Plan for one of the three high school sites referenced above as part of their proposal for maintenance.

3.2 Proposal Fees

3.2.1 Proposal fees must include all cost associated with providing the application, to include but not limited to equipment, staff, chemicals, transportation to and from sites. Offeror shall provide a fee for each type of application proposed and shall provide an annual total for all applications required on all ten (10)-competition fields, totaling twenty (20) acres for the purposes of evaluation.

3.2.2 The Owner reserves the right to negotiate services with the Contractor due to fiscal year budget restrictions. The Contractor must be able to provide guidelines for establishing acceptable fields when working with a restricted budget. The Contractor shall be able to provide a statement regarding the impact when eliminating options under a restricted budget.

3.2.3 In the past, the Owner has benefited from pro-bono services at no charge; the Owner desires this as a component of the next awarded contract. Offerors shall outline the pro-bono services that would be available if awarded this contract.

3.3 Equipment List

3.3.1 Offeror shall submit a list of company-owned equipment available and the personnel proposed to provide services. If the Offeror utilizes a combination of company-owned and commercially leased equipment to provide services, the Offeror must clearly identify that in their proposal response. Contractor's equipment shall be of commercial quality, size and type suitable for the tasks specified in this contract. The Contractor shall keep and maintain all equipment in safe, optimum operating condition without leaking fuel or fluids. All equipment shall meet all local, state and federal safety requirements. Offeror shall certify that all equipment in contact with turf surfaces has turf tires, to avoid damage to the property. Owner reserves the right to inspect equipment and the Contractor's shop, as part of the evaluation process.

3.4 Contractor Personnel

3.4.1 Owner requires that at least one knowledgeable English-speaking Contractor's representative be present at the work site when the Contractor performs work under this contract.

3.4.2 All Contractor's employees who are on the work site are required to wear at all times a photo identification badge provided by the Contractor, at Contractor's expense, with Contractor's name and logo. All Contractor employees on site must have been cleared by a background check that also verifies they have not been convicted of any felonies.

3.4.3 When performing services on any Fauquier County School Board property during regular school hours, each employee must sign in with the school's main front office. Employees must possess a valid form of government issued identification (i.e. driver's license, passport, etc.). Upon completion of work, all employees must physically sign out individually with the school's main front office.

3.5 Additional Submittals

3.5.1 The Contractor shall provide MSDS (Material Safety Data Sheets) and Product Literature with their proposal submission for all proposed products used in their program. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the proposal as nonresponsive.

3.5.2 Contractor Certification: The Contractor shall provide a current copy of their Virginia Pesticide Business License, Fertilizer and Lime permit, Responsible Land Disturber permit and, copies of Pesticide Applicator's Licenses and Fertilizer permits for applicable personnel with their proposal response, and shall forward successive copies to the Procurement Office for the duration of the resulting contract.

3.6 Reporting Requirements

3.6.1 The Contractor shall perform quarterly soil samples and field review of each of the athletic fields, and shall compile a quarterly treatment plan based on their analysis of the samples collected. The Contractor shall forward to the Contract Administrator, this recommended treatment plan, to include the contract cost per acre for each type of treatment, so that the using department may establish a budget plan for services for that quarter. Offerors shall provide their warranty information for quarterly treatment plans and, a clear outline of responsibilities, Owner versus Contractor, as part of their proposal response relative to these Reporting Requirements. The Owner will also conduct field reviews each quarter, to determine the Contractor's performance during the term of the contract. The Contractor shall provide monthly pest monitoring published in an Integrated Pest Management (IPM) Program or equivalent format. The Contractor is responsible to maintain all fields in the condition equal, or superior to their present condition. The Contractor must document all treatments and work performed at the time of treatment, and submit this documentation to the Owner immediately following the treatment/work performed.

3.6.2 At no additional charge, the Contractor shall assist in developing athletic field specifications for new construction throughout the county and schools.

3.6.3 The Contractor shall, at no charge, provide all the necessary information for the MS-4 (Municipal Separate Storm Sewer System) reporting requirements and provide the application history for all the sites as part of the Nutrient Management Plan as per 4VAC50-85-140.

3.7 References

Offerors shall provide at least three (3) references of similar size and scope for the Owner evaluation including Athletic field turf management services on both natural and synthetic facilities, on the form provided.

4.0 **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENT**

4.1 General Requirements

4.1.1 RFP Response. In order to be considered for selection, Offerors must submit a complete response to the RFP. ***Offerors must submit one (1) original and three (3) copies of each proposal to the Procurement Division, along with a CD or flash drive containing the entire proposal response with proprietary sections redacted.*** The Offeror shall make no other distribution of the proposal.

4.1.2 An authorized representative of the Offeror shall sign proposal. Offerors shall submit all information requested. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

4.1.3 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Offerors shall place emphasis on completeness and clarity of content.

4.1.4 Offerors shall organize proposals in the order in which the requirements are presented in the RFP. Offerors shall number all pages of the proposal. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, Offerors shall repeat the paragraph number at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Statement of Needs described.

4.1.5 Offerors shall bind or contain each copy of the proposal in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.

4.1.6 Proprietary Information: All data, materials and documentation originated and prepared by the Offeror for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject

to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, on the form provided. *Offerors are advised that footers noting the entire proposal as proprietary, are unacceptable; use the form to protect only specific areas as noted.*

- 4.1.7 State Corporation Commission (SCC) registration requirements: Offerors shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 45 of the General Conditions and Instructions to Bidders/Offerors, using the form provided in the RFP. The SCC may be reached at (804) 371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this form with the proposal submission may result in rejection of the proposal.
- 4.18 Exceptions: Offerors shall note any exceptions taken to the RFP Terms and Conditions, on the form provided for Owner review and evaluation, and must state alternate proposed language for each exception, for Owner consideration.

4.2 Specific Proposal Requirements

Proposals shall be as thorough and detailed as possible so that the Owner may properly evaluate the Offerors capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 4.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgements, signed and filled out as required.
- 4.2.2 Location of the Offeror headquarter; nearest offices, applicable phone, facsimile numbers and email address; name of the individual(s) that will be assigned this contract if awarded, and any other pertinent information relative to the size and organizational structure of the company.
- 4.2.3 Specific information as follows, using forms provided or sections referenced:
 4.2.3.1 References on Contractor Data Sheet;
 4.2.3.2 Qualification and License Form(s) and, permits as noted in 3.5.2;
 4.2.3.3 Company-owned (or Owned and, Commercially Leased) Equipment List;
- 4.2.4 Offerors detailed response to Statement of Needs, including a full schedule and description of applications provided for both natural and synthetic turf fields.
- 4.2.5 Fee Schedule as outlined in Section 3.2.

5.0 EVALUATION AND AWARD CRITERIA

5.1 Evaluation Criteria. An Evaluation Committee will evaluate the proposals using the following criteria, with the weights or points for each noted.

- 5.1.1 The Offeror's (including all certified personnel directly associated with a contract if awarded) expertise, qualifications, and experience in providing services of similar size and scope, as outlined in their proposal response and verified through references, **50 Points**

- 5.1.2 Quality and completeness of proposal including Offeror's proposed program, applications, schedule, equipment inventory, additional submittals, and ability to meet reporting requirements, **15 Points**
- 5.1.3 Proposed fees as outlined/requested in Section 3.2, including annual estimated total for all competition fields, **30 Points**
- 5.1.4 Impact of any exceptions, reference 4.1.8, **5 Points**

5.2 Award of Contract: Selection shall be made of those Offerors deemed to be fully qualified and best suited among those submitting proposals based on the evaluation criteria included in the Request for Proposals, including fees, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offeror(s) so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Owner shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to those Offerors. The Owner may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359(D), Code of Virginia). Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

6.0 ADDITIONAL INFORMATION

6.1 Method of Ordering/Payment:

- 6.1.1 The Contractor shall accept Owner purchase orders as the approved method of ordering. Each Owner purchase will cite a specific period of time, and will indicate an authorized representative allowed to make releases against the purchase order and/or to be contacted with any and all correspondence or questions regarding that purchase order. Owner reserves the right to extend this contract to other Owner using departments.
- 6.1.2 Contractor will be paid in accordance with invoice(s) submitted. Invoices shall include the following: the contract number, purchase order number, quantity and description of services rendered and total amount due. Invoices shall be submitted to the invoice-to-address as specified on the Owner's purchase order. Owner will make payment within forty-five (45) days of receipt of accurate and approved invoice.

6.2 Term of Contract:

The initial contract term shall be for twenty (20) months, from May 1, 2021 to December 1, 2022 (to allow for renewal during the "off season", due to an unexpected delay in the release of this RFP). At the owner's option, the contract may be extended for four (4) additional one (1) year periods, under the same terms and conditions of the original contract. The Contractor warrants that the prices stated herein shall remain firm for a period of not less than one year from the expiration date of each contract period. The Fee Schedule may be negotiated and adjusted only at the end of the initial contract period (and at the end of each extension period, if applicable), upon mutual agreement of both parties. The adjustment to the fee schedule shall not exceed the percentage increase for the previous twelve (12) months in the Consumer Price Index, U.S. Cities average, Other Services, as adjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the Owner reserves the right to select another appropriate index.

6.3 Contract Administration:

The successful administration of this contract will require close coordination with the Contract Administrator. The Procurement Division has designated the Fauquier County Maintenance and Repairs Manager as the Contract Administrator. This individual is the interpreter of the conditions of the contract and the judge of its performance. He will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability and fitness in all aspects of the contract and shall decide all other questions in connection with the contract. The Contract Administrator or any designated representative does not have authority to modify this contract, verbally or in writing; any modifications made must be authorized by the Procurement Manager and issued as a written amendment to the Contract.

6.4 Insurance

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the enclosed Insurance Checklist, at the time any work commences. Additionally, it will maintain this coverage during the entire term of the contract and that all insurance coverage will be provided by the insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of contract, the Owner reserves the right to require the Contractor to furnish certificates of insurance for the coverage required, endorsed to name both Fauquier County and the Fauquier County School Board as additional insured.

6.5 Contractor Responsibility for Permits:

If awarded a contract from this RFP, the Contractor agrees to obtain and maintain all permits, including but not limited to Federal, State and Local licenses, needed to furnish the goods and services necessary to complete the work and projects under this contract.

6.5.1 The Contractor shall be responsible for all fees required to obtain and maintain these permits and licenses;

6.5.2 The Contractor must provide all required notices; and

6.5.3 The Contractor must comply with all laws, ordinances, rules and regulations of the jurisdiction in which services are performed.

6.6 Site Visits:

The Offeror may schedule optional site visits by contacting the Procurement Manager listed on the front of this solicitation. When visiting School sites, Offerors must check in at each school main office first.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 7/19/2018

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 and the Fauquier County School Board. 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, political subdivisions of the Commonwealth of Virginia, 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 FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner form 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 on the automatic time stamp machine in the Procurement Division.
 - 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 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 Bid's, 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/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information: **ADDRESSED AS INDICATED ON PAGE 1; IFB/RFP NUMBER; TITLE; BID/PROPOSAL DUE DATE AND TIME; VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

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

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in §2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act 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 § 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 Act; however, the bidder, offeror or contractor must invoke the protections of this § 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 § shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article

desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/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/Offeror fails to satisfy the Owner that such Bidder/Offeror 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 §2.2-4324 of the Code of Virginia. 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 in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
29. **ANTI-TRUST:** 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 law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
30. **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.
 1. 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.
 2. 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.
 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 4. The Owner's fiscal year is July 1 - June 30. Contractors are advised to 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.
 5. 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:
 1. 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

2. 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 (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 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.
34. **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.
35. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors 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 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. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.
36. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- A. The parties may agree 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 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.
37. **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.

38. **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.
39. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- A. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- B. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
40. **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 (MWCOC) 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.
41. **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.
42. **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.
43. **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.
44. **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.
45. **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 §13.1 or Title 50 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 may become void.
46. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner's website(s) or third-party programs accessed through Owner's website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled "Accessibility of State and Local Government Websites to People with Disabilities," available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to §508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner's web accessibility policy.

DELIVERY PROVISION

47. **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.

48. **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.
49. **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.
50. **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.
51. **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.
52. **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.
53. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered: 1. Purchase Order Number, 2. Name of Article and Stock Number, 3. Quantity Ordered, 4. Quantity Shipped, 5. Quantity Back Ordered, 6. 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

54. **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 School Board of Fauquier County, 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 School Board of Fauquier County), 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 §7.8 C of the 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.
55. **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 School Board of Fauquier County) 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 School Board of Fauquier County) 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 Supervisor's (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 Supervisor's (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 §2.2-4364 of the Code of Virginia. 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 §2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

SPECIAL TERMS AND CONDITIONS:

S1. USE OF PREMISES AND REMOVAL OF DEBRIS:

- a. The contractor shall:
 - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
- e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.
- f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

S2. PROTECTION OF PERSON AND PROPERTY: The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.

- a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
- d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the General Terms and Conditions.

S3. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Owner satisfaction at the Contractor's expense.

S4. LABELING OF HAZARDOUS SUBSTANCES: If items or products requested by this solicitation are "Hazardous Substances" as defined by § 261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 U.S.C., then the Offeror, by submitting their proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products, the Offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

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Fauquier County Public Schools and Fauquier County



CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Company Name

Solicitation # and Title

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

RETURN THIS FORM EITHER WITH PROPOSAL SUBMISSION

Qualification and Licensing Form

1. Company Name: _____
Address: (Physical) _____
Telephone: _____ Email: _____
Name and Title of person(s) submitting Proposal: _____

2. Licensing Information: (all licenses must be held by the Offeror and the qualified List name of qualified person and License #
Certified Nutrient Manager name & # _____
Virginia Contractor's "A" License name & # _____
Fertilizer and Lime Permit name & # _____
Certified Fertilizer Applicator name & # _____
Pesticide Business License name & # _____
Pesticide Applicator's License name & # _____
Fauquier County Business License name & # _____
Responsible Land Disturber name & # _____
Certified Sports Field Manager name & # _____

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Equipment List

Offeror Name: _____

Category	Make/year <i>(Indicate if OWNED or LEASED)</i>	Size/model	Years used on athletic fields
Tractor			
Self-propelled Boom Sprayer*			
Pendulum style, Fertilizer Spreader			
Aerators: Deep Tine			
Vertical Core			
Shatter Tine			
Synthetic Field Deep Cleaner			
Synthetic Turf Groomer			
Sprigging Machine			
Top Dresser			
Laser Grader			
Infield Laser Grader			
Verticutter/slicer			
Mechanical Seeders			
Reel Mower or, Toro 4700 High-Speed Rotary Mower (or equivalent)			

All equipment must be owned or, under a Commercial Lease (Owner reserves the right to review actual lease documents) and currently in good working order. All equipment must have turf tires.

* Tractor mounted boom not acceptable

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**DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST**

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

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> (figures denotes minimum)
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
<u>X</u>	9. Auto and General Liability Policies <u>shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured</u> (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u> provide	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall	updated Certificates for the duration of the contract.

OFFEROR STATEMENT

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

FIRM

SIGNATURE

Revised 4/4/13, Proc/HR

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CONTRACTOR DATA SHEET

1. QUALIFICATIONS OF BIDDER: Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____ Years _____ months.

3. REFERENCES: Indicate below a listing of at least three (3) recent or present contracts in which you have provided this type of work of the size and scope specified.

A. Customer Name: _____
Address: _____

Telephone: _____ E-mail: _____
Contact Person (Name/Title): _____

B. Customer Name: _____
Address: _____

Telephone: _____ E-mail: _____
Contact Person (Name/Title): _____

C. Customer Name: _____
Address: _____

Telephone: _____ E-mail: _____
Contact Person (Name/Title): _____

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PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

NOTICE OF PROPRIETARY INFORMATION (CONTINUED):

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).

- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4);
12 C. F. R 309.5(c) (4).

RETURN THIS PAGE ONLY IF APPLICABLE

