



**ARLINGTON
VIRGINIA**

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

CONTRACT AWARD COVERAGE

TO: Merrifield Garden Center Corporation
P.O. Box 848
Merrifield, Virginia 22116

DATE ISSUED: January 4, 2023 (Fairfax Award Date)
CONTRACT NO: 24-DPR-R-433
CONTRACT TITLE: Landscape Plants and Related Supplies

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-433 including any attachments or amendments thereto.

EFFECTIVE DATE: 10/26/2023

EXPIRES: December 31, 2027

RENEWALS: No Renewals Remaining.

COMMODITY CODE(S): 59565

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 24-DPR-R-433

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Rob Warhurst
EMAIL ADDRESS: rob@mgmail.com

VENDOR TEL. NO.: (703) 560-0011

COUNTY CONTACT: Richard Holley, DPR - PNR
COUNTY CONTACT EMAIL: rholley@arlingtonva.us

COUNTY TEL. NO.: (703) 228-7841

PURCHASING DIVISION AUTHORIZATION

TOMEKA D. PRICE **Title PROCUREMENT OFFICER** **Date** 10/26/2023



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

RIDER AGREEMENT NO. 24-DPR-R-394

THIS AGREEMENT (hereinafter "Agreement") is made on 10/26/2023, between Merrifield Garden Center Corporation ("Contractor"), a Virginia corporation with a place of business at P.O. Box 848, Merrifield, Virginia 22116 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, and:

Exhibit A – Contract Pricing

Exhibit B – County of Fairfax, Virginia Acceptance Agreement Contract Number 4400011679, including any attachments or modifications/amendments thereto.

This Agreement is a rider to an original contract awarded by County of Fairfax, Virginia and extended by the Contractor to the County with the same terms and conditions as the original agreement executed as a result of a competitive solicitation issued by County of Fairfax, Virginia. 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 has made any representation or promise about the parties' agreement not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence on 10/26/2023 and shall be completed no later than December 31, 2027 ("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.

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.

4. SCOPE OF WORK

The Contractor agrees to deliver the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide landscape plants and related supplies for all departments and activities of Arlington County.

Exhibit A – Contract Pricing, Contractor’s retail location must be within a 60-mile radius of the Arlington County Department of Parks and Recreation, Parks and Natural Resources Division at 2700 S Taylor Street, Arlington, Virginia 22206.

Warranty:

1. All plant materials listed in Section 1-3 of Exhibit A – Contract Pricing require one-year (minimum) warranty without the County providing any maintenance.
2. Contractor shall provide a warranty policy(s) to the County’s Project Officer. The policy should include length of warranty and terms for plants (Refer to Exhibit A – Contract Pricing, page for details on general warranty for all plant materials).

Native Plants:

All native plants should come from sources within the Chesapeake Bay drainage area, shall not be wild collected except in the case of propagules from sustainably collected seed or cuttings, shall not be rare species as determined by federal agencies and the Virginia Natural Heritage Program, and shall be native to Fairfax County as shown on the Digital Atlas of Virginia Flora (<http://www.vaplantatlas.org/>). Provide source and certification for all wild collected plant propagules collected under applicable laws, regulation, and owner permission.

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, the Contractor shall 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 before 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:

Rob Warhurst
Merrifield Garden Center Corporation
P.O. Box 848
Merrifield, Virginia 22116
Phone: (703) 560-0011
Email: rob@mgcmail.com

TO THE COUNTY:

Richard Holley, Project Officer
DPR – Parks and Natural Resources
2700 South Taylor St
Arlington, Virginia 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MERRIFIELD GARDEN CENTER CORPORATION

AUTHORIZED SIGNATURE:  DocuSigned by: Tomeka D. Price

AUTHORIZED SIGNATURE:  DocuSigned by: Rob Warhurst

NAME: Tomeka D. Price

NAME: Rob warhurst

TITLE: Procurement Officer

TITLE: President

DATE: 10/26/2023

DATE: 10/16/2023

**EXHIBIT A
CONTRACT PRICING**

Notice of Award: 4400011679
Landscape Plants and Related Supplies
Page 3

Item No.	Item Description	Percentage Discount off of Retail Price of the Day
Section 1: (Lines 1 through 7)		
Plant materials that are picked up by Fairfax County at the Contractor's location.		
1	Annuals	<u>33%</u>
2	Perennials	<u>25%</u>
3	Shrubs	<u>25%</u>
4	Conifers	<u>25%</u>
5	Deciduous	<u>25%</u>
6	Native Plant Materials	<u>25%</u>
7	Other Miscellaneous Plant Materials	<u>25%</u>
<p>Maximum number of days allowed for pick-up is 7 days. (Ref. Special Provisions, par.5.3.) Indicate pick-up time you can offer after receipt of order (ARO) less than 7 days: <u> 7 </u> days No minimum order allowed</p>		
Section 2: (Lines 8 through 14)		
Plant Materials and Delivery		
(Plants that are delivered by Contractor but are planted by Fairfax County. The Contractor shall not bill any freight or delivery charges as any delivery fees are to be covered by the discount)		
8	Annuals	<u>29.65%</u>
9	Perennials	<u>21.25%</u>
10	Shrubs	<u>21.25%</u>
11	Conifers	<u>21.25%</u>
12	Deciduous	<u>21.25%</u>
13	Native Plant Materials	<u>21.25%</u>
14	Other Miscellaneous Plant Materials	<u>21.25%</u>
<p>Maximum number of days allowed for delivery is 14 days. (Ref. Special Provisions, par.5.1.) Indicate delivery time you can offer after receipt of order (ARO) less than 14 days: <u> 7 </u> days No minimum order allowed</p>		

Notice of Award 4400011679
Page 4

Section 3: (Lines 15 through 22)		
Plant Materials, Delivery, and Planting by Contractor		
The Contractor shall not bill any freight or delivery charges as any delivery fees are to be covered by the discount.		
15	Annuals	<u>10%</u>
16	Perennials	<u>10%</u>
17	Shrubs	<u>10%</u>
18	Conifers	<u>10%</u>
19	Deciduous	<u>10%</u>
20	Native Plant Materials	<u>10%</u>
21	Other Miscellaneous Plant Materials	<u>10%</u>
22	For plants that are planted by contractor, indicate price per man hour while on job site (include clean-up).	<u>\$38</u> Price per man hour
Maximum number of days allowed for delivery and planting is 28 days. (Ref. Special Provision, par.5.2.) Indicate a delivery time you can offer after receipt of order (ARO) less than 28 days for delivery and planning: <u>14</u> days No minimum order allowed		
WARRANTY: Contractors shall provide one-year (minimum) warranty on all plant materials in Section 1-3 without the Owner providing any maintenance.		
Section 4: (Line 23 through 25)		
Miscellaneous, Nursery, Greenhouse, forestry supplies and mulch		
Discounts for all items in Section 4 shall include delivery charges to all sites within Fairfax County.		
23	Nursery and Greenhouse supplies such as hoses, quick-pak trays, 4" square pots, propagation flats, pruners, folding saws, plastic stakes, pro-mix growing medium, etc.	<u>18%</u>
24	Forestry supplies such as climbing ropes, pole pruners, saw chains, hard hats, face, and ear protection, comalongs, pruner poles, etc.	<u>18%</u>
25	Landscape Mulches: Double shredded hardwood landscape mulch, cedar mulch, leaf mulch, color enhanced mulch, playground carpet mulch, etc. Provide percentage discount per cubic yard for all landscape mulch types.	<u>18%</u>
Maximum number of days allowed for delivery is 14 days. (Ref. Special Provisions, par.5.1.) Indicate a delivery time you can offer after receipt of order (ARO) less than 14 days: <u>7</u> days No minimum order allowed		

Exhibit B



County of Fairfax, Virginia

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

Date: 01/04/2023

Merrifield Gardens
P.O. Box 848
Merrifield, VA 22116

Attention: David Watkins, Manager

Reference: IFB 2000003538- Landscape Plants and Related Supplies

Acceptance Agreement

Contract Number: 4400011679

This acceptance agreement signifies a contract award to Merrifield Gardens for Landscape Plants and Related Supplies. The period of the contract shall be from Date of Award through December 31, 2027.

The contract award shall be in accordance with the following:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of IFB 2000003538; and all addenda;
- 3) Your Bid dated November 14, 2022

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm as required. Please provide your Insurance Certificate according to Special Provisions paragraph 15 within ten (10) days after receipt of this letter.

All questions in regards to this contract should be directed to the Contract Specialist, Cynthia Parker at (703) 324-3226 or via e-mail Cynthia.Parker@fairfaxcounty.gov.

Sincerely,

DocuSigned by:

Lee Ann Pender

Lee Ann Pender, CPPB

Director/County Purchasing Agent

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

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IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

**SUBMISSIONS WILL ONLY BE ACCEPTED
ELECTRONICALLY VIA THE BONFIRE PORTAL**

<https://fairfaxcounty.bonfirehub.com>

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

Submitting bids via the Bonfire portal is **mandatory**. Fairfax County will not accept bids submitted by paper, telephone, facsimile (“FAX”) transmission, or electronic mail (e-mail) in response to this IFB. Reference section titled “ELECTRONIC SUBMISSION OF BIDS” in the Special Provisions, for additional information.

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

SPECIAL PROVISIONS**1. SCOPE:**

- 1.1. The purpose of this solicitation is to establish a term contract(s) based on a percentage discount from the retail price of the day for Landscape Plants and Related Supplies for all departments and activities of the County of Fairfax for the requirements listed in this solicitation.
- 1.2. Pricing Schedule, Part 1 – Bidder's retail location must be within a 60-mile radius of the Fairfax County Government Center at 12055 Government Center Parkway, 220035

2. REQUIRED DOCUMENTATION:

- 2.1. Bidders must submit all documents marked "Required" on Bonfire through the Fairfax County Bonfire portal for their bid to be deemed responsive. **Bonfire will not allow bids to be submitted unless all required items have been uploaded as listed below:**

Failure to provide these items will result in rejection of the bid:

- DPMM32 Coversheet
- Bid Table and requested data (All Bid Tables are required to be submitted in Bonfire and bidders are required to bid on all line items listed).

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

- Attachment A1-A5 and W9
- Attachments B-D
- Warranty

3. PERIOD OF CONTRACT:

- 3.1. The period of this contract shall be from January 1, 2023, through December 31, 2027.
- 3.2. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. PRICES AND PRICE ADJUSTMENT:

- 4.1. All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
- 4.2. Labor rates shall include all direct and indirect overhead costs including but not limited to transportation, materials, project supervision, general and administrative cost, etc. that may be imposed in fulfilling the terms of this contract. Rates will be paid based on time at the site.
- 4.3. Any Bidder that enters \$0 or N/A in a pricing blank or leaves it blank shall be considered nonresponsive.

SPECIAL PROVISIONS

IFB 200003538

- 4.4. The Contractor agrees that for unit price contracts, prices shall remain firm for 180 days. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. The contractor shall fill all orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.
- 4.5. If the price is increased after 180 days, the unit price may be increased only upon approval of a written request to the Purchasing Agent. Upon receipt of the Contractor's request, the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Increases in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices.
- 4.6. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)
- 4.7. Price decreases shall be made in accordance with paragraph 40 of the General Conditions and Instructions to Bidders.

5. ESTIMATED QUANTITIES/PROJECTED REQUIREMENTS:

- 5.1. Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise. Please refer to the Special Provisions paragraph entitled, METHOD OF ORDERING.

6. DELIVERY/TIME OF PERFORMANCE:

- 6.1. Delivery of product by the Contractor must be made at destination within fourteen (14) days after receipt of order (ARO) for plants. The Bidder will indicate delivery time on the Pricing Schedule if they can provide a shorter delivery time than specified. Where no delivery time is entered, it is understood that Contractor's delivery will be fourteen (14) days ARO for delivered plants. Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given consideration. (See Pricing Schedule Section 2 and Section 4)
- 6.2. Maximum number of days allowed for delivery and planting is 28 days after receipt of order (ARO). Indicate a time in days on the Pricing Schedule if delivery and planting can be done in less than 28 days ARO. (See Pricing Schedule Section 3).
- 6.3. The County may pick up orders from the Contractor's site when it is in the best interest of the County. In these instances, the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders. Maximum number of days allowed for pick up is 7 days. The Bidder will indicate a pick-up time on the Pricing Schedule if they can provide a shorter pick-up time than specified above. Where no pick-up time is entered, it is understood that contractor pick-up time will be seven (7) days ARO for the pick-up of plants. Indefinite terms such as "promptly", "Stock," "without delay," etc., will not be given consideration. (See Pricing Schedule, Section 1).
- 6.4. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 8:30 A.M. and 3:30 P.M. on regular County business days unless other arrangements have been made.
- 6.5. The Contractor is responsible for the delivery and unloading of goods.

7. QUOTATION LIMITATION:

- 7.1. Bidders shall offer only ONE ITEM AND PRICE for each line-item bid. No alternatives will be accepted, unless requested by the County. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.

8. INTERPRETATION OF BID:

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

Cynthia, VCA, Contract Specialist I
Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone Number: (703) 324-3226
E-mail: Cynthia.Parker@fairfaxcounty.gov

9. ELECTRONIC SUBMISSION OF BIDS:

- 9.1. Bids must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Bids will only be accepted through the portal. Fairfax County will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this IFB. Bid submissions and registration are free of charge. Bidders can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a bid. Documents may be uploaded at any time during the open period. The official time used for receipt of bids/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com.
- 9.2. If, at the time of the scheduled bid closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the bid closing will still proceed electronically through the Bonfire system.
- 9.3. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
- 9.4. Each bidder must use the Bid Table functionality provided in the Bonfire portal to submit pricing for their bid. For each line item in the Bid Table, bidders must submit all requested information for that line item (this could include unit pricing, percentage discounts and/or labor rates).
- 9.5. By executing the Cover Sheet (DPMM32), the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions.

10. ADDENDA:

- 10.1. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.

SPECIAL PROVISIONS

IFB 200003538

- 10.2. Notice of addenda will be posted on eVA and the Bonfire portal. It is the bidder's responsibility to monitor the web page for the most current addenda at <https://fairfaxcounty.bonfirehub.com/>.
- 10.3. The last day to submit questions to be addressed in the addendum will be addressed in Bonfire under "Questions Due Date". All questions pertaining to this solicitation shall be submitted to Cynthia.Parker@fairfaxcounty.gov.

11. BID OPENING:

- 11.1. All bids received in response to an Invitation for Bid (IFB) will be opened at the date and time specified, read publicly, and made available for inspection as provided in paragraph 63, General Conditions, and Instructions to Bidders. Bidders may view the bid opening on Monday, November 08, 2022, at 2:00 P.M. EST by Microsoft Teams web conferencing. In order to join bidders must Register in advance here:
https://teams.microsoft.com/registration/y1Zhom9dckGdfZNOsKeydQ,HZsaas5ZWUGf3jF9fhVbzw,YXa8eQUjskqdNIDjczx2aA,IpdBAraqhUS_02NJjn8KfA,Ewct_jAauUSvgow9ggF0YQ,OcWb0msJq0CRxuP3POVNXg?mode=read&tenantId=a26156cb-5d6f-4172-9d7d-934eb0a7b275&webinarRing=gcc

A copy of the bid tabulation will be made available on the DPMM website at <http://fairfaxcounty.gov/procurement/bid-tab/>.

12. BID EVALUATION/CONTRACT AWARD:

- 12.1. Section 1, 2, 4: All items listed will be awarded based on the highest average percentage discount of each section. Bidders must bid on all items within a section in order to be considered for an award on that section. The average percentage discount is for the purpose of bid evaluation only. Bidders must quote on the pricing schedule the single percentage discount for each item offered from the Retail Price of the Day.
- 12.2. Section 3: Award will be made to the bidder offering the best man hour rate combined with the highest average percentage discount. Evaluation will be based on the average percentage discount times the cost of purchase \$2000, and plus the bidder's hourly rate.

Sample Evaluation Formula:

Labor Rate: 10hours x \$50/per hour = \$500

Purchase: \$2000 x 10% average discount = \$2200

Evaluation Total for Section 3 = \$2700

- 12.3. The single percentage discount of each item in the Section shall remain firm for the duration of the contract.
- 12.4. The County reserves the right to award the contract in the aggregate or by section whichever is in the best interest of the County.
- 12.5. The County uses eVA - Virginia's online, electronic procurement system, to publicly announce notice of all contract awards in excess of \$200,000. In order to announce county contract awards, registration with eVA is necessary. In anticipation of receiving an award, vendors should register by clicking the *Register Now* link on the eVA website homepage (www.eVA.virginia.gov).

13. BID ACCEPTANCE PERIOD:

- 13.1. Any bid in response to this solicitation shall be valid for (180) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

14. CONTRACT INSURANCE PROVISIONS

- 14.1. The Contractor is responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract.
- 14.2. The Contractor must during the continuance of all work under the contract provide the following:
- a. Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
 - c. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
- 14.3. Liability Insurance "Claims Made" basis:
- 1) If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same.
 - 2) The Contractor must either:
 - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or
 - ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- 14.4. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- 14.5. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.

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- 14.6. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- 14.7. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.
- 14.8. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VII or better.
- 14.9. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees, and agents shall be named as an "additional insured" for all liability policies, and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- 14.10. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- 14.11. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- 14.12. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 14.13. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all payments until the new certificate is furnished.
- 14.14. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- 14.15. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- 14.16. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

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- 14.17. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract"

15. METHOD OF ORDERING:

- 15.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 15.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 15.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 15.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 15.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

16. CORRESPONDENCE:

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

17. ADDITIONS/DELETIONS:

- 17.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

18. CANCELLATION OF ORDERS:

- 18.1. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

19. EMERGENCY PURCHASES:

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

20. ORDER OF PRECEDENCE:

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

21. SUBCONTRACTING:

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

22. USE OF CONTRACT BY OTHER PUBLIC BODIES:

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

23. NEWS RELEASES BY VENDORS:

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

24. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 24.1. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 1711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

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24.2. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities, and services. Fairfax County Government Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

25. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

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

TECHNICAL PROVISIONS

RETAIL LOCATION – Section 1

Bidder's retail location must be within a 60 miles radius of the Fairfax County Government Center at 12055 Government Center Parkway, 22035.

WARRANTY:

1. All plant materials listed in Section 1-3 of the Pricing Schedule require one-year (minimum) warranty without the County providing any maintenance.
2. Bidders are requested to provide a warranty policy(s) with their bid. The policy should include length of warranty and terms for plants (Refer to Pricing Schedule, page for details on general warranty for all plant materials)

NATIVE PLANTS:

All native plants should come from sources within the Chesapeake Bay drainage area, shall not be wild collected except in the case of propagules from sustainably collected seed or cuttings, shall not be rare species as determined by federal agencies and the Virginia Natural Heritage Program, and shall be native to Fairfax County as shown on the Digital Atlas of Virginia Flora (<http://www.vaplantatlas.org/>). Provide source and certification for all wild collected plant propagules collected under applicable laws, regulation, and owner permission.

Notice of Award: 4400011679



Landscape Plants and Related Supplies

County of Fairfax, Virginia

NOTICE OF AWARD

DATE OF AWARD: 01/04/2023

CONTRACT TITLE: Landscape Plants and Related Supplies

SOLICITATION NUMBER: IFB 2000003538

CONTRACT NUMBER: **4400011679**

NIGP CODE: 59565

CONTRACT PERIOD: Date of Award through December 31, 2027

RENEWALS: None

TERMS: 2% 10 Days/Net 30 days

FOB: Destination

PRICES: See Attached Pricing Schedule

CONTRACTOR:
Merrifield Garden Center
P.O. Box 848
Merrifield, VA 22116


SUPPLIER CODE:
1000011955

Contact: Rob
Telephone: (703) 560-0011
Email: rob@mgcmail.com

DPMC CONTACT: Cynthia Parker, Contract Specialist I
Telephone: 703-324-3226
E-mail: Cynthia.Parker@FairfaxCounty.gov

ORDERING INSTRUCTIONS:

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

DocuSigned by:

4010FC414E8A4E6...
Cynthia Parker, VCA
Contract Specialist I

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Landscape Plants and Related Supplies
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DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
Park Authority – Bushra Mirza/e

Contract Specialist – Cynthia Parker
Assistant Contract Specialist, Team 2
DPMM – Supplier Diversity/e

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 Landscape Plants and Related Supplies
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Item No.	Item Description	Percentage Discount off of Retail Price of the Day
Section 1: (Lines 1 through 7)		
Plant materials that are picked up by Fairfax County at the Contractor's location.		
1	Annuals	<u>33%</u>
2	Perennials	<u>25%</u>
3	Shrubs	<u>25%</u>
4	Conifers	<u>25%</u>
5	Deciduous	<u>25%</u>
6	Native Plant Materials	<u>25%</u>
7	Other Miscellaneous Plant Materials	<u>25%</u>
<p>Maximum number of days allowed for pick-up is 7 days. (Ref. Special Provisions, par.5.3.) Indicate pick-up time you can offer after receipt of order (ARO) less than 7 days: <u> 7 </u> days No minimum order allowed</p>		
Section 2: (Lines 8 through 14)		
Plant Materials and Delivery		
(Plants that are delivered by Contractor but are planted by Fairfax County. The Contractor shall not bill any freight or delivery charges as any delivery fees are to be covered by the discount)		
8	Annuals	<u>29.65%</u>
9	Perennials	<u>21.25%</u>
10	Shrubs	<u>21.25%</u>
11	Conifers	<u>21.25%</u>
12	Deciduous	<u>21.25%</u>
13	Native Plant Materials	<u>21.25%</u>
14	Other Miscellaneous Plant Materials	<u>21.25%</u>
<p>Maximum number of days allowed for delivery is 14 days. (Ref. Special Provisions, par.5.1.) Indicate delivery time you can offer after receipt of order (ARO) less than 14 days: <u> 7 </u> days No minimum order allowed</p>		

Section 3: (Lines 15 through 22)**Plant Materials, Delivery, and Planting by Contractor**

The Contractor shall not bill any freight or delivery charges as any delivery fees are to be covered by the discount.

15	Annuals	<u>10%</u>
16	Perennials	<u>10%</u>
17	Shrubs	<u>10%</u>
18	Conifers	<u>10%</u>
19	Deciduous	<u>10%</u>
20	Native Plant Materials	<u>10%</u>
21	Other Miscellaneous Plant Materials	<u>10%</u>
22	For plants that are planted by contractor, indicate price per man hour while on job site (include clean-up).	<u>\$38</u> Price per man hour

Maximum number of days allowed for delivery and planting is 28 days. (Ref. Special Provision, par.5.2.)

Indicate a delivery time you can offer after receipt of order (ARO) less than 28 days for delivery and planning: 14 days

No minimum order allowed

WARRANTY: Contractors shall provide one-year (minimum) warranty on all plant materials in Section 1-3 without the Owner providing any maintenance.

Section 4: (Line 23 through 25)**Miscellaneous, Nursery, Greenhouse, forestry supplies and mulch**

Discounts for all items in Section 4 shall include delivery charges to all sites within Fairfax County.

23	Nursery and Greenhouse supplies such as hoses, quick-pak trays, 4" square pots, propagation flats, pruners, folding saws, plastic stakes, pro-mix growing medium, etc.	<u>18%</u>
24	Forestry supplies such as climbing ropes, pole pruners, saw chains, hard hats, face, and ear protection, comalongs, pruner poles, etc.	<u>18%</u>
25	Landscape Mulches: Double shredded hardwood landscape mulch, cedar mulch, leaf mulch, color enhanced mulch, playground carpet mulch, etc. Provide percentage discount per cubic yard for all landscape mulch types.	<u>18%</u>

Maximum number of days allowed for delivery is 14 days. (Ref. Special Provisions, par.5.1.)

Indicate a delivery time you can offer after receipt of order (ARO) less than 14 days: 7 days

No minimum order allowed