

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

IFB 2000003395
Commercial Tents, Equipment, and Installation Services

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

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

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

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

ISSUE DATE: September 20, 2021	INVITATION FOR BID: IFB 2000003395	TITLE: Commercial Tents, Equipment, and Installation Services
DEPARTMENT: Facilities Services	DUE DATE/TIME: October 4, 2021 at 2:00 PM	CONTRACT ADMINISTRATOR: Patti Carlin / 571-423-3590 / pacarlin@fcps.edu

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

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

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.: _____

E-Mail Address: _____

Federal Employer Identification No: _____

OR

Federal Social Security No.
(Sole Proprietor): _____

Prompt Payment Discount: _____% for payment within _____ days /
net _____ days

State Corporation Commission (SCC)
Identification No.: _____

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

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

☐ MINORITY-OWNED SMALL (X)

☐ MINORITY OWNED LARGE (V)

☐ WOMEN-OWNED SMALL (C)

☐ WOMEN OWNED LARGE (A)

☐ NON PROFIT (9)

CHECK ONE: ☐ INDIVIDUAL

☐ PARTNERSHIP

☐ CORPORATION

State in which Incorporated: _____

Vendor Legally Authorized Signature

Print Name and Title

Date

Sealed bids subject to terms and conditions of this invitation shall be submitted through Bonfire at <http://fcps.bonfirehub.com>

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS**1. SCOPE:**

- 1.1. The purpose of this solicitation is to establish a term contract(s) for purchasing Commercial Tents, Equipment and Installation Services for all departments and activities of Fairfax County Public Schools and Fairfax County Government for the requirements listed in this solicitation.

2. BIDDER QUALIFICATIONS:

- 2.1. Bidders must submit all documents marked "required" on Bonfire through the FCPS Bonfire portal for their bids to be deemed responsive. Bonfire will allow bids to be submitted unless all required items are completed.

3. PRE-BID CONFERENCE:

An optional pre-bid conference will be held on September 27, 2021 at 11:00 a.m. eastern via Microsoft Teams Video Conference. Those interested in attending the pre-bid conference must contact the Contract Administrator at pacarlin@fcps.edu to obtain the MS Teams link. Attendees requiring special services are asked to provide their requirements to the Office of Equity and Employee Relations at 571-423-3070, HRequity&empolyeerelations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

- 3.1. The purpose of the pre-bid conference is to give potential bidders an opportunity to ask questions and to obtain clarification about any aspect of this Invitation for Bids. Bidders may submit any questions pertaining to the IFB, in writing, prior to the pre-bid conference to pacalrin@fcps.edu.

4. PERIOD OF CONTRACT:

- 4.1. The period of this contract shall be from the date of award through October 31, 2026.
- 4.2. Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through the Office of Procurement Services. FCPS reserves the right to renew the contract for three (3) additional one-year periods.
- 4.3. Notice of intent to renew will be given to the Contractor in writing by the Office of Procurement Services, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)
- 4.4. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations.

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under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. PRICES AND PRICE ADJUSTMENT:

- 5.1. All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
- 5.2. If labor rates are requested, the rates specified by the bidder shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- 5.3. If the successful Bidder would be required to provide parts/materials to fulfill the requirements of the contract. The compensation will be based on the actual costs of the materials with a mark-up equal to the percentages shown below. No additional costs of any kind will be allowed.

Materials mark-up: 15%
Equipment Rental: 10%

- 5.4. The Contractor shall make every attempt to obtain the lowest price for the materials to which the percentage mark-up will be applied. Invoices, which include material cost, over \$25.00, shall be accompanied by copies of the supplier's invoices to substantiate cost to the Contractor.
- 5.5. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Purchasing Agent. Upon receipt of the Contractor's request, the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
- 5.6. 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.)
- 5.7. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the County Purchasing Agent. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via County Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The County Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.
- 5.8. Price decreases shall be made in accordance with paragraph 39 of the General Conditions and Instructions to Bidders.

SPECIAL PROVISIONS**6. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:**

- 6.1. Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise. Please refer to the paragraph entitled, METHOD OF ORDERING.
- 6.2. The quantities specified in this solicitation are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. Waiver of ten percent (10%) limitation in paragraph 27, General Conditions and Instructions to Bidders, is acknowledged.

7. DELIVERY/TIME OF PERFORMANCE:

- 7.1. Fairfax County requires that delivery be made at destination within the shortest time frame possible. Bidders must insert a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of order (ARO). Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given consideration. **FAILURE TO PROVIDE A DEFINITIVE DELIVERY TIME WILL RESULT IN THE DISQUALIFICATION OF THE BIDDERS' BID IN ITS ENTIRETY OR FOR THE ITEM SPECIFIED.**
- 7.2. FCPS requires that service response for service, delivery and labor be made FOB destination within five (5) business days, after receipt of call, for routine calls and forty-eight (48) hours, after receipt of call, for emergency calls. Bidders must insert a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of order (ARO).
- 7.3. Regular hours are 7:00 a.m. through 4:30 p.m., Monday through Friday. Overtime hours are defined as Monday through Friday, 4:30 p.m. through 7:00 a.m., weekend and holidays.
- 7.4. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 8:30 A.M. and 3:30 P.M. on regular County business days unless other arrangements have been made.
- 7.5. The County may pick up orders from the vendor when it is in the best interest of the County. In these instances the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.

8. QUOTATION LIMITATION:

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

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9. INTERPRETATION OF BID:

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

Patti Carlin, Contract Administrator
Fairfax County Public Schools
Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3590
Email: pacarlin@fcps.edu

10. PRODUCT INFORMATION:

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

11. SAMPLES:

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

Fairfax County Public Schools
Office of Procurement Services
Attn: Patti Carlin, Contract Administrator
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203

- 11.4. As a part of the bid submittal, the Bidder shall provide a sample of each product that is being bid.
- 11.5. The Successful bidder's sample will be kept by FCPS as a standard quality benchmark for all future orders to be placed.
- 11.6. Unsuccessful bidders may request their samples to be returned at their own expense within 30 days of the notice of award. FCPS will dispose of all remaining samples.

12. SUBMISSION OF BIDS:

- 12.1. Bids must be received electronically through FCPS' online Procurement Portal at: <https://fcps.bonfirehub.com>, on or before the Submittal Deadline. Bids will only be accepted through the portal. Fairfax County will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this IFB. Bid submissions and registration are free of charge. Bidders can register for a free account at:

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<https://fcps.bonfirehub.com>, which will be required when preparing a bid. Documents may be uploaded at any time during the open period. The official time used for receipt of bids/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com.

- 12.2. If, at the time of the scheduled bid closing FCPS is closed due to inclement weather or another unforeseeable event, the bid closing will still proceed electronically through the Bonfire system.
- 12.3. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
- 12.4. 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). By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions.
- 12.5. Each bidder must provide a current W9 as part of their submission for Appendix B.

13. ADDENDA:

- 13.1. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. The last chance to submit questions to be addressed in addenda is 12:00 pm, five (5) business days before the due date of the solicitation. All addenda shall be signed and submitted as stated on the addenda in Bonfire. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage, as well as the Bonfire portal. It is the Bidder's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/solicitation.

14. CONTACT FOR ADMINISTRATION:

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

15. BID EVALUATION/CONTRACT AWARD:

- 15.1. All items listed in this solicitation will be awarded on the basis of:
 - (a) A firm fixed price to the lowest responsive responsible bidder meeting specifications and/or
 - (b) A discount from Manufacturer's Price List or Vendor's Retail Price Sheets (Price Lists).
- 15.2. Where basis of award is "discount from Price List, the Price List Sheets shall be the currently published National Standard Manufacturer's Price Lists or the current Vendor's

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Retail Price Sheet. Each Bidder shall quote the percentage of discount from the Price List cited above and shall furnish a copy with their bid submission. The percentage discount, bid by each bidder, must be a single percentage discount applicable to all PARTS and/or EQUIPMENT items. The percentage discounts shall remain firm for the duration of the contract.

- 15.3. Each bidder shall attach to each page of the pricing schedule one copy of one price list or retail price sheet, clearly marking the item and column to which the discount is applied, for each item bid. FAILURE TO PROVIDE THE PRICE LISTS SHALL BE CAUSE FOR REJECTION OF THE BID. IF COUNTY STAFF CANNOT IDENTIFY THE ITEM ON THE MANUFACTURER'S PRICE LIST OR VENDOR'S RETAIL PRICE SHEET, AND VERIFY THE BIDDER'S BID PRICE, THE BID WILL BE REJECTED FOR THAT LINE ITEM.
- 15.4. When an award is made and the basis of the award is a percentage discount, the Contractor shall furnish current catalogs and price lists which shall become a part of the contract. The Contractor's name and address shall appear on all catalogs and price lists. Where a price list shows more than one column of prices, the Contractor shall clearly mark the column, which represents the gross prices charged to the County, and those prices must agree with the bidder's original bid. If a fee or charge is to be made, it should be indicated on the Pricing Schedule. The Contractor shall provide the URL for any internet catalogs provided.
- 15.5. The County reserves the right to award the contract in the aggregate, by line item, by section, or by Manufacturer and to make a Primary and Secondary award, based on the best interest of the County.

16. SAFETY DATA SHEET (MSDS):

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

17. PRODUCT IMAGES

- 17.1. Upon award of the contract and receipt of an acceptance agreement, the Contractor shall provide an electronic image (jpg, gif, bmp) and product description for each item that they are awarded on the Pricing Schedule (Appendix B). This information will be used to post descriptions and images of the products on the FCPS Intranet Procurement Catalog. This is a free marketing service to better promote, throughout FCPS and Fairfax County, the actual products under contract and readily available for purchase. The contractor shall provide the URL for any internet catalogs provided.

18. CONTRACT INSURANCE PROVISIONS

- 18.1. The Contractor shall be responsible for its work and all materials, tools, equipment,

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appliances, and property of any and all description used in connection with this contract. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

- 18.2. The Contractor shall, during the continuance of all work under the contract maintain the following insurance:
 - a. Statutory Workers' Compensation and Employer's Liability with limits of at least \$100,000 to protect.
 - b. Commercial General Liability insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate including contractual liability, personal and advertising injury, and products, completed operations coverage.
 - c. Automobile Liability insurance, in the amount of \$1,000,000 Combined Single Limit covering all vehicles operated by in in use by the Contractor in the performance of this contract.
 - d. Professional Liability/Errors and Omissions coverage responding to Contractor's errors, acts, or omissions in the amount of \$1,000,000 per claim and annual aggregate.
 - e. Cyber/Information Technology insurance in the amount of \$1,000,000 per occurrence and annual aggregate, including coverage for costs of third party notification, credit monitoring, and fraud protection.
- 18.3. Fairfax County Public Schools, the Fairfax County School Board, its officers and employees shall be named as an additional insured in the Automobile and General Liability policies.
- 18.4. Additional Requirements
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 - b. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - c. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - d. Prior to commencement of services and during the term of the contract, the contractor will provide a signed Certificate of Insurance citing the contract number and such coverage as required in this section.

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- e. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.

19. METHOD OF ORDERING:

- 19.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards. The method of payment is at the discretion of the County at no additional surcharges will be accepted for the use of the procurement card.
- 19.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 19.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 19.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 19.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

20. CORRESPONDENCE:

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

21. ADDITIONS/DELETIONS:

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

22. CANCELLATION OF ORDERS:

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

23. EMERGENCY PURCHASES:

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

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24. SALES/DELIVERY TICKETS:

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

25. INVOICING PROCEDURE:

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

26. ORDER OF PRECEDENCE:

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

27. AUDIT:

- 27.1. The Contractor shall retain all books, records, and other documents relative to this contract for three (3) years after final payment, or until audited by the County of Fairfax, whichever is sooner. The County shall have full access to and the right to examine any of said materials during the retention period.

28. SUBCONTRACTING:

- 28.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmbe.state.va.us>; local chambers of commerce and other business

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organizations.

- 28.2. As part of the contract award, the prime Contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

29. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 29.1. Reference Paragraph 70, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid. (See Appendix B for sample listing).
- 29.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 29.3. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 29.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 29.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

30. NEWS RELEASES BY VENDORS:

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

31. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 31.1. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Employee Relations at 571-423-3070, HRequity&empolyeerelations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

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

32. HIPAA COMPLIANCE:

- 32.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor may be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 32.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

33. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 33.1. 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.

34. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:

- 34.1. By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 34.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that

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the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.

34.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. **All Contractor employees will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist.** Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.

34.4. Failure to comply with the above requirements may result in termination of the contract.

35. PERMITS AND LICENSES:

35.1. When county work permits are necessary, the Contractor shall be reimbursed for only the county's permit charge. The contractor must include the permit charge on the monthly invoice. The Contractor shall, without additional expense to the County, be responsible for obtaining other necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with prosecution of the work.

35.2. The Contractor shall be similarly responsible for all damages to persons or property that occurs as a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

36. REPRESENTATIONS OF CONTRACTOR:

36.1. The Contractor represents and warrants:

- 1 They are financially solvent and experienced in and competent to perform the type of work.
- 2 They are familiar with Federal, state, municipal and department laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part.
- 3 That such temporary and permanent work required by them can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property.

37. SUPERINTENDENCE BY CONTRACTOR:

37.1. It shall be the Contractor's responsibility to completely supervise and direct the work under

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this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the General Contractor.

- 37.2. In addition, the Contractor shall have at least one (1) employee, at the site, Capable of communicating with County employees in the English language.

38. USE OF PREMISES:

- 38.1. On or about the premises, the Contractor shall cause all apparatus, materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and directions, and shall not encumber or permit the premises to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not duly interfere with the progress of the work or the work of any other Contractor.
- 38.2. The Contractor shall be responsible for repairing replacing any work damaged by their operations within 24 hours after notification by the Owner's Representative that damage has occurred.

39. PROTECTION OF WORK AND PROPERTY:

- 39.1. The Contractor shall at all times safely guard the owner's property from injury or losses in connection with this Contract. The Contractor shall at all times safely guard and protect their own work (as provided by law and the contract documents) from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract.

40. POWER OF CONTRACTOR TO ACT IN EMERGENCY:

- 40.1. In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act without previous instructions from the Project Manager as the Contractor sees fit. The Contractor shall notify the Project manager thereof immediately thereafter.
- 40.2. Any compensation claimed by the Contractor due to such extra work shall be submitted to the Project Manager for approval. (Ref: Technical Specifications, Paragraph 5)

41. INCOMPETENT OR DISORDERLY EMPLOYEES:

- 41.1. If any person employed on the work by the Contractor shall appear to the Project Manager to be incompetent or act disorderly or improper in manner, such person shall be removed immediately on the requisition of the Project Manager, and shall not again be re-employed (on the subject project) except on written consent of the Project Manager.
- 41.2. Alcoholic beverages and illegal drugs are prohibited on the jobsite. Possession of alcoholic beverages or illegal drugs, on the job site by a Contractor's employee, will result in immediate removal of the individual from the site. The Contractor shall ensure that neither its employees nor those of any Subcontractor shall fraternize in any manner with any student of Fairfax County Public Schools at the jobsite. The Project Manager shall have the right to remove from the jobsite any person whose presence to the Project Manager deems detrimental to the best interests of Fairfax County Public Schools. Any individual removed from the job site, pursuant to this section, may not return to any job site without

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the written consent of the Project Manager.

- 41.3. The Contractor hereby certifies that. (i) neither the Contractor nor any employee of the Contractor who will have direct contact with students has never been convicted of a felony or any offence involving sexual molestation or physical or sexual abuse or rape of a child; and (ii) absent prior Notice to the Project Manager, neither the Contractor nor any employee of the Contractor who will have direct contact with students has been convicted of a crime or moral turpitude. The foregoing certification shall be binding upon the Contractor throughout the contract period and the Contractor hereby covenants and agrees to provide the Project Manager with immediate Notice of any event or circumstance that renders such certification untrue. The Contractor hereby covenants and agrees that it will require this certification to be included in every subcontract of every tier in order that the provision contained herein will be binding upon each Subcontractor and Sub-subcontractor. The Contractor will ensure that no worker shall perform work in occupied areas during school hours unless prior written approval has been granted by the Project Manager and proper safety precautions have been exercised to isolate the area of work.

42. WARRANTY:

- 42.1. All work and parts provided under this contract shall have, as a minimum, a one year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud. Copies of warranties shall be submitted to the Project Manager after completion of work.
- 42.2. When defective work and/or materials are found during the warranty period, the Project Manager shall notify the Contractor shall respond within 24 hours days of the notification. Upon receipt of notice from the Owner, of failure or any item or appurtenance thereto or signs of deterioration during the warranty period, the Contractor shall, at his own expense, promptly adjust or repair or furnish and install necessary replacement parts of design, workmanship, materials approved by Owner or replace the complete item.

43. Governing Law

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

TECHINICAL SPECIFICATIONS

- A. FCPS currently has about 200 tents that meet the exact specifications of the attached descriptions. The successful bidder will provide a bid of this tent or an equal or greater than tent.

1) Overview

- a) Commercial Graded Tents
- b) Color: white
- c) Other: Sides with windows
- d) Width 20 ft. / 6.1 m
- e) Length 30 ft. / 9.1 m
- f) Eave Height 7' / 2.1 m (opt. 8' / 2.4m)
- g) Overall Height 12' 6" / 3.7m
- h) Pitch 5' / 1.5 m
- i) 2" OD Schedule 40 Aluminum Round pole framing
- j) Center Pole No
- k) Style / Shape Traditional Tent
- l) Expandable No (sectional tops only)
- m) Fabric Material PVC Coated Polyester
- n) Fabric Material Weight 16 oz. / yd² / 540 gsm
- o) Fabric Translucency Block-out
- p) Water Repellency Waterproof
- q) Flame Resistant Yes
- r) UV Resistant Yes
- s) Mold and Mildew Resistant Yes
- t) Frame / Pole Material Aluminum
- u) Accessories used to secure tent
- v) Persons required for setup 3–5
- w) Occupancy 60 Sit Down Dinner

2) General Specifications

- a) Where can we place them
 - i) No flooring
 - ii) Grass
 - iii) Pavement
 - iv) Paver blocks
 - v) Other

- B. FCPS is seeking for a vendor or vendors that can install or deinstall the tents all within a reasonable timeframe or as individually requested.

1) Assembling Services

- a) For all locations within Fairfax County
- b) Each school may have a couple tents or so to be assembled.
- c) Service for all locations must be completed within the shortest timeframe possible.
- d) Materials will be delivered to location by FCPS staff.

2) Disassembling Services:

- a) For all locations within Fairfax County
- b) Each school may have a couple tents or so to be disassembled.
- c) Service for all locations must be completed within the shortest timeframe possible.

TECHINICAL SPECIFICATIONS

- d) Disassembled tents will be either stored at the school or will be picked up by FCPS staff to be stored at a central location.
- 3) On-call assembling/disassembling services.
 - a) Required in the shortest timeframe possible.
 - b) Vendor will be able to take action: After receipt of order (ARO)
- 4) The vendor should have a central point of contact.
- 5) The service will comprise of an estimated amount of 300 tents that need to be placed or taken apart within 30 business days from the date of initial request.
- 6) Any individual request for a single tent will require to be completed within 5 business days of the request.
- 7) Vendor requires to comply with all state laws pertaining to 811 in Virginia prior to any digging or ground penetration: <https://va811.com/laws-and-regulation/>
- 8) All-inclusive set-up by location
- 9) Locations that tents need to be installed/deinstalled have been grouped based on a general area below.

TECHINICAL SPECIFICATIONS

GROUP 1				GROUP 2				GROUP 3			
Top				Top				Top			
Fairfax High								Olde Creek Elementary			
Lanier Middle								Woodson High			
Providence Elementary				Robinson Secondary				Frost Middle			
Oakton Elementary				Oak View Elementary				Little Run Elementary			
Mosby Woods Elementary				Bonnie Brae Elementary				Canterbury Woods Elementary			
Daniels Run Elementary				Fairview Elementary				Wakefield Forest Elementary			
Fairfax Villa Elementary				Laurel Ridge Elementary				Camelot Elementary			
Bottom				Bottom				Bottom			
GROUP 4				GROUP 5				GROUP 6			
Top				Top				Top			
Centreville High				Westfield High				Chantilly High			
Liberty Middle				Stone Middle				Clifton Elementary / Bus Parking			
Eagle View Elementary				Virginia Run Elementary				Colin Powel Elementary			
Willow Springs Elementary				Bull Run Elementary				Poplar Tree Elementary			
Union Mill Elementary				London Towne Elementary				Rocky Run Middle			
Mountain View Center				Deer Park Elementary				Greenbriar East Elementary			
Centreville Elementary				Cub Run Elementary				Greenbriar West Elementary			
Bottom				Centre Ridge Elementary				Brookfield Elementary			
				Bottom				Lees Corner Elementary			
								Franklin Middle			
								Oak Hill Elementary			
								Bottom			
GROUP 7				GROUP 8				GROUP 9			
Top				Top				Top			
Herndon High				South Lakes High				Oakton High			
Carson Middle				Hughes Middle				Crossfield Elementary			
Floris Elementary				Terraset Elementary				Sunrise Valley Elementary			
McNair Elementary				Lake Anne Elementary				Dogwood Elementary			
Coates Elementary				Forest Edge Elementary				Hunters Woods Elementary			
Hutchison Elementary				Aldrin Elementary				Fox Mill Elementary			
Herndon Middle				Forestville Elementary				Navy Elementary			
Clearview Elementary				Great Falls Elementary				Waples Mill Elementary			
Dranesville Elementary				Colvin Run Elementary							
Herndon Elementary				Spring Hill Elementary							
Armstrong Elementary				Bottom				Bottom			
Bottom											

TECHINCAL SPECIFICATIONS

<p>GROUP 10</p> <p>Top</p> <p>Madison High Flint Hill Elementary Louise Archer Elementary Marshall Road Elementary Vienna Elementary Cunningham Park Elementary Thoreau Middle (PAVERS) Cedar Lane School Fairhill Elementary</p> <p>Bottom</p>	<p>GROUP 11</p> <p>Top</p> <p>Nancy Sprague Center Annandale High Annandale Terrace Elementary Braddock Elementary Poe Middle North Springfield Elementary Ravensworth Elementary Kings Glen Elementary Kings Park Elementary</p> <p>Bottom</p>	<p>GROUP 12</p> <p>Top</p> <p>Thomas Jefferson High Holmes Middle Weyanoke Elementary Columbia Elementary Parklawn Elementary Belvedere Elementary Sleepy Hollow Elementary Beech Tree Elementary</p> <p>Bottom</p>
<p>GROUP 13</p> <p>Top</p> <p>Justice HS (Stuart) Mason Crest Elementary Glasgow Middle Glen Forest Elementary Graham Road Center (old) Westlawn Elementary Bailey's upper Elementary Bailey's Elementary</p> <p>Bottom</p>	<p>GROUP 14</p> <p>Top</p> <p>Alan Leis Center Falls Church High Luther Jackson Middle Pine Spring Elementary Timber Lane Elementary Graham Road Elementary (new) Shreveewood Elementary Woodburn Elementary</p> <p>Bottom</p>	<p>GROUP 15</p> <p>Marshall High & Davis Center Kilmer Middle Dunn Loring Center Stenwood Elementary Pimmit Hills Center Westgate Elementary Freedom Hill Elementary Westbriar Elementary Wofftrap Elementary</p> <p>Bottom</p>
<p>GROUP 16</p> <p>Top</p> <p>Langley High McLean High Cooper Middle Churchill Road Elementary Franklin Sherman Elementary Kent Gardens Elementary Chesterbrook Elementary Longfellow Middle Haycock Elementary Lemon Road Elementary</p> <p>Bottom</p>	<p>GROUP 17</p> <p>Top</p> <p>Lake Braddock Secondary West Springfield High Cardinal Forest Elementary Keene Mill Elementary Irving Middle Hunt Valley Elementary Orange Hunt Elementary White Oaks Elementary Burke Center Cherry Run Elementary Terra Centre Elementary</p> <p>Bottom</p>	<p>GROUP 18</p> <p>Top</p> <p>Lewis High Key Middle/Key Center Springfield Estates Elementary Forestdale Elementary Plum Center Spring Village Residential Site Garfield Elementary West Springfield Elementary Rolling Valley Elementary Crestwood Elementary Bren Mar Park Elementry Lynbrook Elementary</p> <p>Bottom</p>

TECHINICAL SPECIFICATIONS

GROUP 19			
Top			
Edison High			
Twain Middle			
Franconia Elementary			
Cameron Elementary			
Clermont Elementary			
Bush Hill Elementary			
Rose Hill Elementary			
Lane Elementary			
Bottom			

GROUP 20			
Top			
Virginia Hills Center			
West Potomac High/ Pulley Center			
Quander Road School			
Bucknell Elementary			
Belle View Elementary			
Hollin Meadows Elementary			
Hybla Valley Elementary			
Groveton Elementary			
Bryant Center			
Mount Eagle Elementary			
Bottom			

GROUP 21			
Mount Vernon High			
Whitman Middle			
Sandburg Middle			
Fort Hunt Elementary			
Waynewood Elementary			
Stratford Landing Elementary			
Mount Vernon Woods Elementary			
Riverside Elementary			
Woodley Hills Elementary			
Washington Mill Elementary			
Woodlawn Elementary			
Fort Belvoir Upper			
Fort Belvoir Primary			
Bottom			

GROUP 22			
Top			
South County High			
South County Middle			
Laurel Hill Elementary			
Gunston Elementary			
Lorton Station Elementary			
Halley Elementary			
Silverbrook Elementary			
Sangster Elementary			
Newington Forest Elementary			
Saratoga Elementary			
Island Creek Elementary			
Hayfield Elementary			
Hayfield Secondary			
Bottom			