



County of Fairfax, Virginia

NOTICE OF AWARD

Date of Award: DEC 23 2019

CONTRACT TITLE: Crushed Stone, Gravel and Sand

SOLICITATION NUMBER: IFB 2000002996

CONTRACT NUMBER: See below

NIGP CODE: 75077

CONTRACT PERIOD: Date of Award through December 31, 2022

RENEWALS: Two (2) one-year renewal options

PRICING: See Attached Pricing Schedule

DELIVERY: FOB Destination

PAYMENT Net 30

CONTRACTOR:
Chantilly Crushed Stone, Inc.
PO BOX 220112
Chantilly, VA 20153

SUPPLIER CODE:
1000012022

CONTRACT NUMBER:
4400009556

Contact: William Hough
Telephone: 703-471-4461
E-mail: whough@gudelskygroup.com

Items Awarded: See Pricing Schedule

CONTRACTOR:
Vulcan Construction Materials, LLC
13880 Dulles Corner Park Suite 450
Herndon, VA 20171

SUPPLIER CODE
1000011498

CONTRACT NUMBER:
4400009555

Contact: Jess Brindis
Telephone: 703-282-3509
E-mail: jess@vmcmail.com

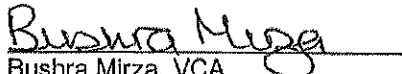
Items Awarded: See Pricing Schedule

DPMM CONTACT:

Bushra Mirza, Contract Specialist
Telephone: (703) 324-3212
Fax: (703) 324-3228
E-mail: Bushra.Mirza@fairfaxcounty.gov

ORDERING INSTRUCTIONS:

Any County Department may enter into FOCUS (County and Schools Procurement System) a purchase order indicating the item/service required, the quantity, the payment terms and the delivery date. The purchase order must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPMM and a purchase order will be executed.


Bushra Mirza, VCA
Contract Specialist

DISTRIBUTION:

Dept. of Finance/e
Park Authority – Christina Hokenson/e
DPMM Supplier Diversity /e

Contract Specialist, Bushra Mirza
Assistant Contract Specialist – Team 2

PRICING SCHEDULE

Item No.	Item Description	UOM	Unit Price	Awarded Contractor
1.	VA#1 Coarse Aggregate	Ton	\$18.00	CHANTILLY CRUSHED STONE, INC. 4400009556
2.	VA #2	Ton	\$18.50	VULCAN CONSTRUCTION MATERIALS, LLC 4400009555
3.	VA #3	Ton	\$18.00	CHANTILLY CRUSHED STONE, INC. 4400009556
4.	VA #4			NO AWARD
5.	VA #5	Ton	\$18.00	CHANTILLY CRUSHED STONE, INC. 4400009556
6.	VA #6			NO AWARD
7.	VA #7	Ton	\$25.00	CHANTILLY CRUSHED STONE, INC. 4400009556
8.	VA #8	Ton	\$23.00	VULCAN CONSTRUCTION MATERIALS, LLC 4400009555
9.	VA #10 or VA#10 Screenings	Ton	\$14.00	CHANTILLY CRUSHED STONE, INC. 4400009556
10.	VA #21A	Ton	\$13.50	
11.	VA #21A – 4% Portland Cement Treated	Ton	\$22.50	
12.	VA #25	Ton	\$13.50	
13.	VA #26	Ton	\$13.50	
14.	CBR #30	Ton	\$13.00	
15.	VA #57	Ton	\$18.00	
16.	VA #68	Ton	\$18.00	

PRICING SCHEDULE

Item No.	Item Description	UOM	Unit Price	Awarded Contractor
17.	CBR #78	Ton	\$21.50	VULCAN CONSTRUCTION MATERIALS, LLC 4400009555
18.	Rip-Rap Code 530-VA dry Rip Rap Class I	Ton	\$34.00	
19.	Rip-Rap Code 530- Volume Aggregate dry Rip Rap Class II	Ton	\$35.00	
20.	Rip-Rap Code 530-VA dry Rip Rap Class III	Ton	\$39.00	
21.	Surge 4" x 6"	Ton	\$18.00	CHANTILLY CRUSHED STONE, INC. 4400009556
22.	Imbricated Rip Rap 1'X2'X3"	Ton	\$50.00	VULCAN CONSTRUCTION MATERIALS, LLC 4400009555
23.	A1 Rip Rap	Ton	\$28.00	
24.	Reinforced Bedding Mix: <ul style="list-style-type: none"> • 2 buckets of A1 Rip Rap • 2 buckets of Bank Run Gravel • ¾ bucket of Course Sand • ½ bucket of topsoil 	Ton	\$45.00	
25.	Pea Gravel	Ton	\$35.00	
26.	Gabion Stone	Ton	\$27.50	CHANTILLY CRUSHED STONE, INC. 4400009556

PRICING SCHEDULE

Item No.	Item Description	UOM	Unit Price	Awarded Contractor
27.	Washed Gravel	Ton	\$35.00	VULCAN CONSTRUCTION MATERIALS, LLC 4400009555
28.	Grade A Concrete Sand (Must meet VDOT specifications for Grade A Fine Aggregate)	Ton	\$38.00	
29.	Grade B Masonry/Building Sand (Must meet VDOT specifications for Grade B Fine Aggregate)	Ton	\$38.00	
30.	Manufactured Sand	Ton	\$21.00	

DELIVERY: Enter the price per mile, per ton, that is charged for delivered orders.

The final haul rate from the point of origin will be: Price per Mile x # of Miles x # of Tons on Order

30.	Price per Mile	Mile	\$0.33	CHANTILLY CRUSHED STONE, INC. 4400009556
			\$0.30	VULCAN CONSTRUCTION MATERIALS, LLC 4400009555
31.	HAUL RATES: Minimum haul charge per delivery (In dollars). For example, if the haul is less than the minimum haul charge, the vendor may bill the higher rate. \$18 per mile x 10 miles x 22 tons = \$39.60 & vendor's minimum haul charge is \$75.00; the vendor will charge \$75.00 on the invoice.	Lot	\$66.00	CHANTILLY CRUSHED STONE, INC. 4400009556
			\$70.00	VULCAN CONSTRUCTION MATERIALS, LLC 4400009555
Enter the street address of your quarry(s) for pick-up orders: (quarries must be within <u>65 miles</u> of the Fairfax County Government Center)				
Quarry Address: <ul style="list-style-type: none">25146 Tanner Lane, Chantilly, VA 20152			CHANTILLY CRUSHED STONE, INC. 4400009555	
Quarry Address: <ul style="list-style-type: none">1000 Ox Road, Lorton, VA 220798537 Vulcan Lane, Manassas, VA 20109936 Annapolis Way. Woodbridge VA 22191			VULCAN CONSTRUCTION MATERIALS, LLC 4400009555	

SPECIAL PROVISIONS

- 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.dbsd.virginia.gov>; local chambers of commerce and other business organizations.
22. **USE OF CONTRACT BY OTHER PUBLIC BODIES:**
- 22.1. Reference Paragraph 72, 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).

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.

- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- 70. **LEGAL ACTION**-No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.
- 71. **VENUE**: This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.
- 72. **COOPERATIVE PURCHASING**-The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.
- 73. **DRUG FREE WORKPLACE**-During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 74. **IMMIGRATION REFORM AND CONTROL ACT**-Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 75. **AUDIT OF RECORDS** The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.
- 76. **NONVISUAL ACCESS**-All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
 - a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

APPROVED:

/S/ Elizabeth D. Teare
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT