

July 11, 2024

**ADDENDUM #3**

TO ALL PROSPECTIVE BIDDERS:

SUBJECT: Hazardous Materials Contract (MMB-007-25)

BID OPENING DATE: (CHANGED DATE) July 15, 2024, at 10:00 AM

THE SUBJECT INVITATION FOR BID (IFB) IS AMENDED AS FOLLOWS:

*THIS ADDENDUM IS SUPPLEMENTARY TO THE PLANS AND SPECIFICATIONS FOR THE ABOVE SUBJECT REQUIREMENT. ALL CHANGES, ADDITIONS AND DELETIONS SHALL BECOME PART OF THE CONTRACT.*

**CLARIFICATIONS:** The following questions and answers are being submitted as clarification.

Questions about new bid form:

- a. Item 3. Confirm that item number 3 has nothing to do with asbestos removal. Item does not state asbestos containing. **Answer: Glue dots and mastic contain asbestos. Notes 3 and 4 to the Bid Form have been revised accordingly.**
- b. Item 4. Confirm that item number 5 has nothing to do with asbestos removal. Item does not state asbestos containing. **Answer: The seam of the duct insulation is asbestos containing material. Notes 3 and 4 to the Bid Form have been revised accordingly.**
- c. Item 10. In regards to supervisor and worker: Are these non-asbestos personnel? **Answer: These personnel are asbestos abatement personnel.**
- d. Item 10. Will contractor be able to bill items 8 & 9 (asbestos abatement worker and asbestos abatement supervisor) in addition to the amount bid in item 10. Note 9 indicates a prohibition against combining line items. **Answer: No, the line items 8, 9, and 10 cannot be combined. As set forth on the Bid Form for Item 10, the services described include "All materials and equipment, 1 supervisor and 1 worker."**
- e. In regards to note 9. The note prohibits combining line items. If there is a project that requires TTM (item 1) and removal of friable asbestos pipe insulation (item 7), will 2 separate work orders be issued? Or is there no possibility that an asbestos project would require multiple line items? **Answer: If, as in your example, a project includes multiple tasks that are different in nature and covered by separate line items, they can be included on one proposal.**

**FCPS will not accept further questions regarding this IFB.**

**ADDENDUM #3**  
**Page Two**

**CHANGES:**

1. The bid submission has been extended and shall be changed as listed below.

**ALL BIDS MUST BE TIME STAMPED AND RECEIVED IN ROOM 62 AT THE ABOVE ADDRESS NO LATER THAN 10:00 A.M., July 15, 2024.**\* Bids received after the time stated will not be accepted.

2. The Bidders may (but are not required to) use the revised Bid Form following this page.

**BID FORM – ADDENDUM #3**

\_\_\_\_\_  
Name of Bidder/Contractor (if awarded to Bidder)

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

TO: FAIRFAX COUNTY SCHOOL BOARD  
FAIRFAX COUNTY PUBLIC SCHOOLS  
DEPARTMENT OF FACILITIES AND CAPITAL PROGRAMS  
OFFICE OF FACILITIES MANAGEMENT  
5025 Sideburn Road, Room 62  
Fairfax, Virginia 22032

<b><u>PRICING SCHEDULE:</u></b>				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D (BxC=D)</b>
<b>Item</b>	<b>Description</b>	<b>Unit Quantity**</b>	<b>Price Per Unit</b>	<b>Extended Price</b>
<b>FLOORING:</b>				
1.	Removal and disposal of any of the following TM, TTM, CTM*, CTTM*, or CM*	2000 sq. ft.	\$ per sq. ft.	\$
<b>VARIOUS MATERIALS:</b>				
2.	Removal of windows with asbestos caulk or glazing (based section of windows); Window to be defined as self-contained removable section.	10 each	\$ each	\$
3.	Removal and disposal of glue dots relating to chalkboards; small tack or blackboard and mastic, up to 4' x 8'.	5 each	\$ each	\$
4.	Removal and disposal of glue dots relating to chalkboards; small tack or blackboard and mastic, up to 4' x 20'.	5 each	\$ each	\$
5.	Removal and disposal of non-friable Duct and Pipe insulation.	500 sq. ft.	\$ per sq. ft.	\$
<b>PIPE FITTINGS AND INSULATION:</b>				
6.	Removal and disposal of asbestos-containing pipe fittings.	100 fitting	\$ per fitting	\$
7.	Removal and disposal friable pipe insulation.	500 ln. ft.	\$ per ln. ft.	\$

<b>UNFORESEEN CIRCUMSTANCES:</b>					
8.	Asbestos Abatement Supervisor	200 hours	\$	per hour	\$
9	Asbestos Abatement Worker	1000 hours	\$	per hour	\$
10.	MISCELLANEOUS or UNFORESEEN CIRCUMSTANCES to perform work not specified: Small scale short duration (removal and disposal) to include: All materials and equipment, 1 supervisor and 1 worker. Project to be maximum 8 hours.	1 project	\$	per project	\$
<b>Subtotal of Bid Price for Asbestos-Related Services (Items 1-10), Column D</b>					\$
<b>LEAD:</b>					
11.	Preparation, removal and disposal of lead paint on metal surfaces on interior member structures such as stair rails, steel beams and other metal surfaces, and/or plaster walls. Use of chemical stripping for lead base paint to be non-caustic solvent.	100 lin. ft.	\$	per lin. ft.	\$
12.	Removal and prepare for disposal of lead-containing exterior structure.	100 sq. ft.	\$	per sq. ft.	\$
13.	Stabilization and priming of exterior steel beams and window frames.	100 lin. ft.	\$	per lin. ft.	\$
14.	Demolition and removal of interior/exterior lead base ceramic tile/structural glaze tile/structural masonry tile.	2000 sq. ft.	\$	per sq. ft.	\$
<b>WORK NOT OTHERWISE SPECIFIED – Provide a per-hour cost to perform work that is not otherwise specified as a Line Item in this Pricing Schedule:</b>					
15.	Lead Abatement Supervisor	10 hours	\$	per hour	\$
16.	Lead Abatement Worker	10 hours	\$	per hour	\$
<b>Subtotal of Bid Price for Lead-Related Services (Items 11-16), Column D</b>					\$
<b>TOTAL BID PRICE (SUM OF ASBESTOS &amp; LEAD), Items 1-16 Column D</b>					\$

- All work to be performed in accordance with Asbestos Standard for the Construction Industry as set forth in 29 CFR § 1926.1101, et seq.  
[[https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=1086](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=1086)]
- As used in this Pricing Schedule, the following Abbreviations apply:
  - TM means vinyl asbestos tiling ("VAT") and mastic or vinyl composition tiling (VCT") and mastic.
  - TTM means 2 or more layers of VAT or VCT and mastic.
  - CTM\* means Carpet and underlying VAT or VCT and mastic.
  - CTTM\* means Carpet and 2 or more underlying layers of VAT or VCT and mastic.
  - CM\* means Carpet and mastic over any surface that is not itself covered with TM or TTM.

\*The Owner is not aware of any carpet installed without adhesive at any location in the Owner's facilities. For purposes of this pricing schedule, all carpet is assumed to be installed with adhesive, whether or not any carpet may be discovered to have been installed without adhesive. So, whether the carpet is installed with adhesive or not, the descriptive CLIN shall apply where carpet is involved.

\*\*Column B of the Pricing Schedule (Unit Quantity) specifies sample quantities for each of the 16 items listed. The sample quantities are specified solely for purposes of calculating and comparing bids and should in no event be deemed to represent an estimate of actual quantities of work to be performed during the Contract Period.

3. The Contractor shall perform all work for Line Item 1, 3, 4, 5 and 10 under full containment and negative air methods.
4. The Contractor shall perform all work for Line Items 11 through 14 under partial containment of the exterior area.
5. The Contractor shall perform all work for Line Items 6 and 7 by Glove Bag Procedures.
6. The Contractor shall furnish the labor and materials as specified in this Pricing Schedule and in compliance with the terms and conditions of this Invitation to Bid at Unit Prices set out in the Pricing Schedule.
7. All Unit Prices shall include all necessary travel, labor, tools, equipment, materials, profit and overhead that may be needed to perform the specified services.
8. Unit Prices include the cost of all asbestos abatement equipment, asbestos abatement materials, costs to prepare full containment per specifications, disposal, etc.
9. The Contractor shall not combine Line Items for any work performed. The Owner will reject any invoice submitted by the Contractor that combines Line Items and return such invoice to the Contractor.
10. Before undertaking any work specified in Line Items 8 through 10 and any other work that the Contractor believes is not specified as a Line Item in the Pricing Schedule, the Contractor shall notify the Owner in writing. The Owner shall not pay the Contractor for any such work that has not been approved in writing and in advance of the work being commenced.
11. No-odor solvents must be used in the removal of all mastic.
12. The Contractor shall not include in any invoice any amount for the Contractor's overhead, administrative costs, or the like.
13. The Bidder shall include in all bids the costs due to the Commonwealth of Virginia and County of Fairfax (including Sales and Use Taxes).
14. The Contractor represents that it has read and understands and agrees that it shall comply with the Ethics in Government Contracting provisions in the Virginia Public Procurement Act, Va. Code § 2.2-4367 to 4377., and Paragraph 2 of the General Conditions below.
15. The Contractor agrees, if awarded the Contract, to perform all work and services in strict accordance with the Contract Documents, including but not limited to the provisions thereof relating to required response times and completion dates.
16. The Contractor acknowledges and agrees that: (a) the total compensation to be paid by the Owner to the successful bidder for all projects performed during the Original Contract Period or any individual Renewal Period will in no event exceed \$10,000,000.00 (or the maximum amount then prescribed by law); and (b) the total compensation for any individual project performed by the successful bidder will in no event exceed \$1,000,000.00 (or the maximum amount then

prescribed by law). The Contractor covenants and agrees that any consumable materials for which it seeks compensation from the Owner will be invoiced at documented cost plus an aggregate mark-up that will in no event exceed 10%.

17. Items and materials other than those described in the preceding paragraph, including equipment rental, used on a project will be invoiced based upon the actual and reasonable cost to the Contractor of the items, materials, and/or equipment rental with an aggregate, all-inclusive mark-up that will in no event exceed 10% of such cost. Invoices which include material costs over \$25 must be accompanied by an itemized list of materials and of rental equipment furnished at the job site, as approved at the time of use by Owner's representative. All such invoices must be accompanied in each instance by an unaffiliated supplier's invoice to substantiate cost to Contractor.
18. The Owner reserves the right to cancel this IFB, to accept or reject any or all bids submitted, or to waive any informality in any one or all bids received.
19. The Bidder acknowledges receipt of any and all Addenda which may have been issued by the Owner, and acknowledges that the cost, if any, of revisions set forth therein has been included in the bidder's prices.
20. The Owner reserves the right to defer award of any Contract for a period of forty-five (45) days after due date of bids and the Bidder agrees that this Bid Form will remain open and binding during such period of time.
21. The Bidder acknowledges that time is of the essence to the Contract and agrees to commence the Work in compliance with the response times established in accordance herewith and to fully complete each task or project within the specified time, including normal inclement weather delays. The Bidder covenants and agrees to achieve timely completion of all services described herein and to comply with all emergency and non-emergency response times established pursuant to the Contract.
22. Minority or small business firm's information. Please check the following information relevant to your firm: (See Instructions to Bidders, Paragraph 17)

Small Business Firm	Yes ___	No ___
Minority Business Firm	Yes ___	No ___
Women-Owned Firm	Yes ___	No ___

The above information is requested for statistical purposes only. All responsive and responsible bidders tendering responses will receive equal consideration for award.

23. The Owner reserves the right to accept or reject any proposed subcontractor or supplier.
24. Safety: The successful bidder shall abide by, and shall be subject to, the Fairfax County Construction Resolution, as adopted by the Fairfax County Board of Supervisors on December 8, 2003, and as excerpted and modified (see Instruction to Bidders, Paragraph 18). Bidder's disclosure pursuant to Safety Resolution (as stated above):

---

---

(additional pages may be attached, as necessary for a complete response by the bidder)

25. Incorporated by Reference: This solicitation is subject to all federal, state and local laws, policies, resolutions, regulations. List of public jurisdictions (States and District of Columbia) in which Bidder performed similar work in the 3 years prior to bid submission:

---

---

(additional pages may be attached, as necessary for a complete response by the bidder)

26. By signing this Bid, the Bidder confirms and certifies that:

(a) the Bidder has not received or been the subject of safety violations in the three (3) years prior to this Bid Submission and is in compliance with the requirements of Item 24 above.

(b) neither the Contractor nor any employee of the Contractor 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;

(c) unless expressly disclosed in an attachment to this Bid on the Bidder's letterhead stationery, neither the Contractor nor any employee of the Contractor who will have direct contact with students has been convicted of a crime of moral turpitude; and

(d) the Contractor does not and shall not during the performance of the contract for goods and services, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

The Bidder acknowledges and agrees that it will be deemed to have made each of the above certifications at and effective as of Bidder's acceptance of any Purchase Order, Task Order or Notice to Proceed issued to Bidder by the Owner hereunder.

27. The Bidder represents and warrants that Bidder has incorporated in its bid all costs associated with complying with the Prevailing Wage Requirements and, if awarded a Contract hereunder, covenants and agrees to comply fully with all Prevailing Wage Requirements (including but not limited to payment of prevailing wage rates).

---

Bidder/Contractor

---

Email Address

---

Address

---

Facsimile Number

---

Principal's Name (Signature)

---

Telephone Number

---

Principal's Name (printed)

---

Virginia Contractors License No.

---

Title

---

Virginia State Corporation Commission  
Identification Number (or attach an explanation  
as to why such is not required pursuant to  
Virginia Code § 2.2-4311.2)

END OF SECTION

**Addendum #3**  
**Page Eight**

*All other terms and conditions remain unchanged.*

  
Angela C. Mylechraine, Contracts Administrator  
Office of Administrative Services

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT INVITATION FOR BID.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

A SIGNED COPY MAY BE RETURNED PRIOR TO BID OPENING OR MAY ACCOMPANY YOUR BID. YOUR USE OF THE ENCLOSED BID FORM (THOUGH NOT REQUIRED) WILL INDICATE THAT YOU RECEIVED THIS ADDENDUM.