

INVITATION FOR BID # 19-29  
 ADDENDUM # 1  
 COUNTY OF MONTGOMERY  
 PURCHASING DEPARTMENT  
 755 ROANOKE STREET, Suite 2C  
 CHRISTIANSBURG, VA 24073-3179

DATE		BID OPENING DATE AND HOUR	SEALED BID	BID NUMBER
January 22, 2019		February 14, 2019 3:00 P.M.	YES	19-29

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Heather Hall  
 TELEPHONE NUMBER: (540) 382-5784

INVITATION FOR BID/ADDENDUM # 1      FAX NUMBER: (540) 382-5783

<b>B I D D E R</b>	<b>SPECIAL INSTRUCTIONS</b> 1. To avoid being disqualified, sealed bids must be returned in an envelope with the bid number and opening date indicated on the outside of the envelope. 2. FAXED RESPONSES WILL NOT BE ACCEPTED FOR SEALED BIDS. 3. Bids must be signed in ink. Failure to do so may result in bid disqualification. 4. Bids will be received in Purchasing Department until bid opening date and hour.				
	#	<b>DESCRIPTION: Montgomery County Economic Development Authority Grass cutting, landscaping and snow removal</b>	QUANTITY	UNIT	UNIT PRICE
1	Replace the bid in its entirety with the attached .				
2	The bid opening date and hour remains <b>February 14, 2019 at 3:00 p.m.</b>				
3	All other terms and conditions remain the same.				

ATTACHED TO THIS FORM ARE PRINTED TERMS AND CONDITIONS. THE INVITATION FOR BID, THE BID, AND ANY MODIFICATION OR ADDITIONS TO EITHER, TOGETHER WITH THE PURCHASE ORDER SHALL CONSTITUTE AN ENTIRE INTEGRATED CONTRACT. IN ACCORDANCE WITH THIS INVITATION FOR BID AND SUBJECT TO ALL CONDITIONS IMPOSED HEREIN AND IN ATTACHMENTS, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ITEM(S) FOR THE PRICE OPPOSITE EACH ITEM.

FIRM NAME (PRINT)		F.I.N. NUMBER	
STREET ADDRESS	CITY, STATE, ZIP	DELIVERY DATE	TERMS N30
PRINT NAME/TITLE		SIGNATURE (INK)	DATE
TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FACSIMILE NUMBER	

# INVITATION FOR BID # 19-29

**COUNTY OF MONTGOMERY**  
**PURCHASING DEPARTMENT**  
 755 ROANOKE STREET, SUITE 2C  
 CHRISTIANSBURG, VA 24073-3179

DATE		BID OPENING DATE AND HOUR	SEALED BID
January 2, 2019		February 14, 2019 3:00 p.m.	Yes

ADDRESS ALL INQUIRES AND  
 CORRESPONDENCE TO:  
 Montgomery County Purchasing Department  
 755 Roanoke Street, Suite 2C  
 Christiansburg, VA 24073-3179  
 Heather M. Hall, C.P.M.  
 Telephone Number: (540) 382-5784  
 Fax Number: (540) 382-5783  
 e-mail address:  
[hallhm@montgomerycountyva.gov](mailto:hallhm@montgomerycountyva.gov)

### SPECIAL INSTRUCTIONS

1. **Sealed Bid** responses should be returned in an envelope with the bid number and opening date indicated on the outside of the envelope.
2. Faxed responses to Sealed Bids cannot be sent directly to the Purchasing Department.
3. Responses must be submitted on this form and the attachment provided.
4. Responses should be signed below.
5. Responses will be received in the Montgomery County Purchasing Department, at the address listed above, until the bid opening date and hour or, if specified, the bid return date and hour shown above.
6. Contact the Purchasing Department for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
7. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.
8. Attachment A is incorporated by reference into this invitation for bid and any resulting contract.

<b>COMMODITY: Montgomery County Economic Development Authority Grass Cutting, Landscaping and snow removal</b>
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NO	Description	Quantity	Unit	Unit Price	Extended Price
1.	<p>Establish term contract for Montgomery County Economic Development Authority for Grass Cutting, Landscaping Maintenance and snow removal for County properties listed Pricing information is listed directly under each Property, No. 1 - 3.</p> <p>A pre-bid and site visit is scheduled for <b>January 17, 2019</b>, at 9 a.m. in the Purchasing Department conference room, 755 Roanoke Street, Suite 2C. The site visit will begin in the Government Center and proceed to the properties listed. Please call Jessica Albert at (540) 382-5784 by <b>January 16 , 2019</b> if you plan to attend the pre-bid. It is strongly recommended that you attend the pre-bid and site visit if you intend to bid on this project.</p> <p>This landscaping contract is based on a normal weather season – an unseasonably wet or dry(drought like conditions) may result in adjusting the number of times that mowing/landscaping occurs</p>				

IN ACCORDANCE WITH THIS INVITATION FOR BID AND SUBJECT OT ALL TERMS AND CONDITIONS IMPOSED HERIN AND IN ATTACHMENTS, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ITEM(S) FOR THE PRICES OFFERED.

FULL LEGAL NAME (PRINT)	FEDERAL TAXPAYER NUMBER (ID#)	DELIVERY DATE
PURCHASE ORDER ADDRESS	PAYMENT ADDRESS	TERMS <b>NET 30</b>
CONTACT NAME/TITLE (PRINT)	SIGNATURE (INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE NUMBER
		FAX NUMBER

## IFB# 19-29

### Montgomery County Economic Development Authority Grass Cutting and Landscaping

**I. PURPOSE:** The purpose and intent of this Invitation for Bid (IFB) is to solicit sealed bids to establish a contract for Montgomery County Economic Development Authority for Grass Cutting, Landscaping and snow removal services for the County of Montgomery, Virginia, hereinafter referred to as County.

**II. BACKGROUND:** The County is located in the New River Valley between the Appalachians and Blue Ridge Mountain Range. The County is governed by an elected seven member Board of Supervisors who appoint a County Administrator. The County had a 2017 population of 98,509. (This includes two incorporated towns, Blacksburg and Christiansburg).

The County requires the services of a qualified Contractor to provide Montgomery County Economic Development Authority Grass Cutting and Landscaping per **3) Scope of Service – Properties 1 through 3.**

### **III. SCOPE OF WORK:**

#### **1. General:**

The services requested are for lawn care and landscaping for the Montgomery County Economic Development Authority properties listed below.

The contractor shall furnish all labor, equipment, and materials necessary to constantly maintain the property to the specifications.

The contractor shall furnish landscaping materials necessary to satisfy the specification requirements with the exception of plants, trees, and shrubs. The contractor may be requested to replace trees, plants, and shrubs at an additional cost to the contract amount, at the approval and direction of the contract administrator.

#### **2. Type of Service:**

- a. **Finish-Type Grass Cutting:** Grass cut and maintained at a maximum height of four inches (4"). Grass shall be cut with rotary or reel type mowing unit. Grass shall be maintained at even heights with discharge clipping evenly dispersed and not "windrowed".
- b. **Maintenance-Type Cutting:** Grass cut and maintained at a maximum height of eight inches (8"). Grass may be cut with rotary, reel, brush, or agriculture type mowing unit. Grass shall be maintained at even heights with discharge clippings evenly dispersed and not "windrowed".
- c. **Landscaping:** Landscaping shall include total weed and unwanted vegetation removal. Includes placement and replacement of mulch to a minimum depth of three inches (3").
- d. **Trimming:** Trimming shall be performed in all areas where grass borders landscaping, utility poles, signs, guardrail, or other fixtures. Trimming may be performed with a string or line-type unit, and must match the height of the adjoining grass sections.
- e. **Rotary Cutting -** Cut area four times per year.
- f. **Snow Removal –** remove snow from parking lot and dock areas, Magnesium Chloride applied to all

sidewalks and rear exit stairs, and apply salt to parking Lot areas

**Product Types:**

Landscape Mulch: Landscaping mulch shall be milled, chipped, treated and processed for landscaping purposes. No waste wood mulch will be accepted.

**3. Scope of Service:**

**Property 1 – Falling Branch Corporate Park**

- a. Maintenance type grass cutting shall be performed, starting at the entrance of Lot 1 and continue along the entrance way to the end of Lot 2 for the entire length of the entrance of Lot 2 and thirty (36”) in width.
  - b. Rotary Type Grass Cutting: will be performed on Lot 2 and 2A on Parkway Drive 4 cuts per year.
  - c. Maintenance Type Grass Cutting: will be performed on Lot 3 on Parkway Drive
  - d. Maintenance Type Grass Cutting will be performed and Lot 7 on Technology Drive.
  - e. Maintenance Type Grass Cutting will be performed in areas on the shoulders of Technology and Parkway Drive. Work shall begin at the stopping point of the finish cutting and continue outward to include all banks, ditches, shoulders, and any adjacent areas. Areas vary in width and depth, but cutting should not extend more than forty (40’) from the edge of the finished type cutting area.
  - f. Rotary Cutting – Entire storm water pond, and 3ft. on each side of outlet channel to Interstate 81.
  - g. Falling Branch Signs: Landscaping at both large and small Falling Branch Signs monthly.
- a. **Monthly Service:** Work to include weekly finish-type cutting and landscaping,  
\$ \_\_\_\_\_/visit
  - b. **5-9 days Service** \$ \_\_\_\_\_/visit
  - c. **Rotary Cut** \$ \_\_\_\_\_/visit

**Property 2 – Montgomery County Technology Building – Luna Innovations – 3155 State Street, Blacksburg, VA**

- a. Finish-Type Grass Cutting: Grass cut and maintained at a maximum height of four inches (4”). Grass shall be cut with rotary or real type mowing unit. Grass shall be maintained at even heights with discharge clipping evenly dispersed and not “windrowed”. The cutting will occur from the side of the building facing State Street, all the way to the street. Also, cutting will occur from the front of the building facing the parking lot, all parking lot islands and 20’ from the curb. **Mowing will be on a 5 – 9 day schedule depending on weather.**
- b. Maintenance-Type Cutting: Grass cut and maintained at a maximum height of eight inches (8”). Grass may be cut with rotary, frail, brush, or agriculture type mowing unit. Grass shall be

maintained at even heights with discharge clippings evenly dispersed and not “windrowed”. **(The 8 acre field behind Luna will be mowed monthly)**

- c. Landscaping: Landscaping shall include total weed and unwanted vegetation removal. Includes placement and replacement of mulch to a minimum depth of three inches (3”).
- d. Trimming: Trimming shall be performed in all areas where grass borders landscaping, utility poles, signs, guardrail, or other fixtures. Trimming may be performed with a string or line-type unit, and must match the height of the adjoining grass sectionse. Snow removal: Remove snow and ice within 2 hours of snowfall or 5:00 AM if it snows overnight
- e. Snow Removal – remove snow from parking lot and dock areas, Magnesium Chloride applied to all

**Bi -Monthly Service** \$ \_\_\_\_\_/visit  
**Monthly Service: maintenance-type cutting** \$ \_\_\_\_\_  
**Snow removal** \$ \_\_\_\_\_/visit  
**Storm Water Ponds 2 x per year**\$ \_\_\_\_\_/visit

**Property 3 – Blacksburg Industrial Park, Lot 7 C, State Street, Blacksburg, VA**

- a. Maintenance-Type Cutting: Grass cut and maintained at a maximum height of eight inches (8”). Grass may be cut with rotary, frail, brush, or agriculture type mowing unit. Grass shall be maintained at even heights with discharge clippings evenly dispersed and not “windrowed. (This lot to be mowed monthly)

**Monthly Service:** \$ \_\_\_\_\_/visit

**IV. OPTIONAL PRE BID AND SITE VISIT:** A site visit is scheduled for Thursday, January 17, 2019, at 9 a.m. beginning at the Purchasing Dept. The site visit will begin in the Government Center and proceed to the sites. Please call Jessica Albert at (540) 382-5784 by January 16, 2019, if you plan to attend the pre-bid. It is strongly recommended that you attend the pre-bid and site visit if you intend to bid on this project. By submitting a bid, the bidders signature on this solicitation constitutes certification that the bidder has inspected the job site and is aware of the condition under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County.

**V. INVOICING:** Invoices shall be submitted at the completion of each project. Payment will be made by the County to the Contractor within thirty (30) days.

**VI. Contract Term:** The term of this contract shall be one year from date of award. There will be an option for four (4) one-year renewals. The typical mowing period will be March 15- November 30.

ATTACHMENT A

**GENERAL TERMS AND CONDITIONS**

[http://www.montgomerycountvva.gov/filestorage/16277/16344/16633/16661/IFB terms and conditions.pdf](http://www.montgomerycountvva.gov/filestorage/16277/16344/16633/16661/IFB_terms_and_conditions.pdf)

**SPECIAL TERMS AND CONDITIONS**

1. **AWARD OF CONTRACT:** Awards are made to the lowest responsive and responsible Bidder. Evaluation will be based on grand total. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. Montgomery County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **BID ACCEPTANCE PERIOD:** Any bid received in response to this solicitation shall be valid for (90) days. At the end of the (90) 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.
5. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
6. **SPECIAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special promotional sale prices or discounts immediately to Montgomery County during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
7. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
8. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
9. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.
10. **INSURANCE:**

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

  - A. Worker's Compensation - Statutory requirements and benefits.
  - B. Employers Liability - \$100,000.00
  - C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
  - D. Automobile Liability - \$500,000.00

The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
11. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
12. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, Montgomery County reserves the right granted by Section 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to Montgomery County whenever such low bid exceeds Montgomery County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by Montgomery County for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. Montgomery County shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that Montgomery County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by Montgomery County and the lowest responsive, responsible bidder.
13. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address:

If to Contractor: Address Shown On Bid Cover Page  
Attention: Name Of Person Signing Bid

If to Montgomery County:  
Attn: Heather Hall  
Purchasing Department  
755 Roanoke Street, Suite 2C  
Christiansburg, VA 24073-3179

and

Montgomery County  
Attn: Brian T. Hamilton, CEC

Montgomery County Economic Development  
755 Roanoke Street, Suite 2H  
Christiansburg, VA 24073

14. **RENEWAL OF CONTRACT:** This contract may be renewed by Montgomery County upon written agreement of both parties for four (4) one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
15. **SAFETY:** All contractors working on projects for Montgomery County must maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. The Virginia Occupational Health Act (VOSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the VOSHA standards. In addition, the contractor must also provide Montgomery County with a written safety program that he intends to follow in pursuing work under this contract. In lieu of providing such a program, the contractor may elect to comply with the "Montgomery County Safety Guide for Contractors and Subcontractors" and advise Montgomery County in writing of his election to do so. No work under this contract will be permitted until Montgomery County is assured that the contractor has an adequate safety program in effect.
16. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
17. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Montgomery County by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.
18. **PRICE ESCALATION/DEESCALATION:** Price adjustments for changes in the contractor's price of materials, labor, and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the Montgomery County Purchasing Department. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to Montgomery County.

Contractor shall give not less than 30 days advance notice of any desired price increase to the Montgomery County Purchasing Department. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor, and transportation. Only general "across the board" price increases will be considered and must affect all suppliers of the commodities or goods. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to Montgomery County; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. Failure by the Contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Montgomery County Purchasing Department may verify such change in price independently. The Montgomery County Purchasing Department may make such verification as it deems adequate. However, any increase which the Montgomery County Purchasing Department determines is excessive, regardless of any documentation supplied by the Contractor, may be cause for cancellation of the contract by the Montgomery County Purchasing Department. The Montgomery County Purchasing Department will notify the contractor in writing of the effective date of any increase which is approved. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Montgomery County immediately. Failure to do so will result in action to recoup such amounts.

**Attachment B**

**COUNTY OF MONTGOMERY  
STANDARD CONTRACT**

**Contract Number:**

This contract entered into this \_\_\_\_ day of, \_\_\_\_\_ 2019, by \_\_\_\_\_ hereinafter called the “Contractor” and the County of Montgomery, called the “County”.

**WITNESSETH** that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide the services to the County as set forth in the Contract Documents.

**CONTRACT PERIOD: (WEATHER PERMITTING )** - The initial contract period is **March 15, 2019** through **November 30, 2019.**

**COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid in accordance with the Contract Documents.

**CONTRACT DOCUMENTS:** The Contract Documents shall consist of signed Contract, the scope of work, general terms and conditions, special terms and conditions, specifications, and other data contained in this Invitation for bid Number, dated \_\_\_\_\_, together with all written modifications thereof, and the bid submitted by the Contractor dated \_\_\_\_\_ all of which contract documents are incorporated herein.

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

**CONTRACTOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF MONTGOMERY:**

By: \_\_\_\_\_

Title: \_\_\_\_\_