

# INVITATION FOR UNSEALED BID # 24-07 *THIS IS NOT AN ORDER*

## MONTGOMERY COUNTY PURCHASING DEPARTMENT 755 Roanoke Street, Suite 2C CHRISTIANSBURG, VA 24073

DATE		BID OPENING DATE AND HOUR
September 27, 2023		October 17, 2023 3:00 PM

**BIDDERS ADDRESS**

**ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:**

Jeff Groseclose, CPPB  
 Purchasing Manager  
 E-MAIL ADDRESS: [mcpurchasing@montgomerycountyva.gov](mailto:mcpurchasing@montgomerycountyva.gov)  
 TELEPHONE NUMBER (540) 382-5784  
 FAX NUMBER (540) 382-5783

### ***COMMODITY: Plant Maintenance for the Montgomery County Government Center***

**SPECIAL INSTRUCTIONS**

1. Faxed or emailed responses to this UNSEALED bid may be sent to Jeff Groseclose at the email address or fax number above. It is the bidder's responsibility to confirm if faxed or emailed bids are received by the Purchasing Department.
2. Responses must be submitted on this form and the attachment (s) provided.
3. Responses should be signed below.
4. Responses will be received in the Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, VA 24073 until the bid opening date and hour or, if specified, the bid return date and hour shown above.
5. Contact the buyer listed above for bid award information.
6. **DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.**
7. Attachment A is incorporated by reference into this invitation for sealed bid and any resulting contract.

**CERTIFICATION:** IN ACCORDANCE WITH THIS INVITATION FOR SEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED IN ATTACHMENT A, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

FULL LEGAL NAME (PRINT) <small>(Company name as it appears with your Federal Taxpayer Number)</small>		FEDERAL TAXPAYER NUMBER (ID#)	DELIVERY DATE
BUSINESS NAME/DBA NAME/TA NAME <small>(If different than the Full Legal Name)</small>		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small>	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER

**THIS IS NOT AN ORDER**

## MONTGOMERY COUNTY

### INVITATION FOR UNSEALED BID NUMBER 24-07

#### Plant Maintenance for the Montgomery County Government Center

#### I. PURPOSE

The intent and purpose of this Invitation For Unsealed Bid is to establish a term contract with one qualified source that can provide plant maintenance for the Montgomery County Government Center. A renovation of a large textile plant was completed in 2002 to house all the County's Administrative offices. 90,000 square feet of space with several skylights are the setting for these employees. Through work with our interior designer and architect, a plan for plants was outlined per Attachment C. The County will require the maintenance of these plants under this contract.

#### II. CONTRACT PERIOD

The initial term of this contract will be one year, beginning at contract award. The contract may be renewed annually by the County upon written mutual agreement of both parties. The contract may be renewed for four (4) successive one-year periods, under the terms of the contract, and at a reasonable time prior to the expiration.

#### III. SCOPE OF SERVICE: The Contractor shall provide the following goods and services:

- A. Full Service Plant Maintenance shall include all services necessary to keep the plants healthy and free of harmful insects and plant diseases. This service shall include, but not be limited to, all routine watering, fertilizing, spraying for insects, washing down the plants, replacing infected or diseased plants, mulching, thinning and pruning, on bi-weekly (once every two weeks) basis, as determined by the owner.
- B. The Contractor shall be responsible for providing all materials, tools, equipment and plant maintenance supplies required and/or implied for the complete and satisfactory performance of the plant services. Montgomery County will provide access to water service required in the performance of this work. The Contractor shall provide all hoses, connections and other equipment required to transport water from the service source to the plants.
- C. The Contractor shall be responsible for protecting all areas from water and/or other damage during the performance of this work. The Contractor shall clean up all chemicals, water, soil, mulch, clippings and other debris from the area prior to leaving the work area.
- D. The Contractor shall take all appropriate measures to ensure the protection and safety of all Contractor personnel and building occupants during the performance of this work. The Contractor shall provide barriers, notices, signs, devices and/or other means as necessary to warn building occupants of all dangers that may be encountered during performance of this work. The Contractor shall not apply hazardous chemicals, and/or those that may produce lasting objectionable odors to building occupants, during normal work hours. The Contractor shall make arrangements with the designated Montgomery County representative to perform this work after normal work hours or well before normal work hours to preclude all hazardous and/or odor problems.
- E. The Contractor shall notify the contract administrator with any recommendations to replace dead and/or terminally diseased plants. The County will have the final decision on whether to replace specific plants or dispose of them and not replace. Pricing shall be adjusted if the total quantity of plants is decreased over time.
- F. Other Services: The Contractor may be directed to perform other services related to the plant maintenance services not included herein. These services should be performed on an as needed hourly labor rate basis. Materials and supplies required in the performance of these Services may be provided by the Contractor, but only on the basis of a discount off a published price list.
- G. No additional plants will be placed in the Government Center without first notifying the Owner.

The Contractor shall perform an inspection of all additional plants for the presence of pest infestation or other disease conditions. If the Contractor determines that no adverse conditions exist, the additional plants may be placed in the Government Center upon approval of the authorized Montgomery County representative.

- H. The Contractor shall have at least three (3) years demonstrated experience performing full service plant maintenance services of similar scope to the services described herein.
- I. Contractor personnel applying pesticides during the performance of this work should possess a valid pesticide applicator's license. All certifications should be current at all times during the contract period from the Virginia Department of Agriculture and Consumer Services.
- J. Contractor personnel furnished to perform the work described herein should be trained in and have knowledge of approved horticulture practices with at least three (3) years experience performing plant maintenance services similar to the services described herein.
- K. All chemicals used in the performance of the services should conform to all Federal, State and OSHA requirements and should be approved and in compliance with the U.S. Environmental Protection Agency (EPA) labeling and use requirements. Please provide a copy of your pesticide applicator's license with your bid.
- L. Work Schedule: All hourly rate work should normally be performed according to Montgomery County's work schedule, which at present is 8:30 am. – 5:00 p.m. The work schedule may be adjusted as agreed upon by Montgomery County and the Contractor.

IV. PRICING SCHEDULE/AWARD:

- A. Bi-weekly maintenance fee to include complete care and free replacement of plants as necessary  
\$\_\_\_\_\_/week x 26 = \$\_\_\_\_\_ annually

V. CONTRACT ADMINISTRATION

A. Tabatha Dulaney, or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

VI. ATTACHMENTS

Attachment A - Terms and Conditions  
Attachment B - Standard Contract Form  
Attachment C – Plant list

**ATTACHMENT A  
TERMS AND CONDITIONS**

**GENERAL TERMS AND CONDITIONS**

[https://montgomerycountyva.gov/docs/default-source/purchasing-solicitations/ifb\\_terms\\_and\\_conditions.pdf?sfvrsn=97ffd9c\\_2](https://montgomerycountyva.gov/docs/default-source/purchasing-solicitations/ifb_terms_and_conditions.pdf?sfvrsn=97ffd9c_2)

**SPECIAL TERMS AND CONDITIONS**

1. **AWARD OF CONTRACT:** Awards are made to the lowest responsive and responsible Bidder. Evaluation will be based on net prices. 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. **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.
5. **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.
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. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for Montgomery County use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
8. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's 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.
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. **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.
13. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under 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 prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
14. **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.

15. **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.

16. **PRICE ESCALATION/DEESCALATION:** Price adjustments may be permitted only for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: CPI-W Services. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation 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 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. 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.

The Montgomery County Purchasing Department will notify the Contractor in writing of the effective date of any increase which it approves. 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 decreases which affect the cost of materials are required to be communicated immediately to the Montgomery County Purchasing Department.

**ATTACHMENT B**

**Standard Contract form for reference only  
Bidders do not need to fill in this form**

**MONTGOMERY COUNTY  
STANDARD CONTRACT**

Contract Number: \_\_\_\_\_

This contract entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, hereinafter called the "Contractor" and Montgomery County, called "The County".

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

SCOPE OF CONTRACT: The Contractor shall provide the \_\_\_\_\_ to The County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is \_\_\_\_\_ through \_\_\_\_\_.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Montgomery County in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, 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: \_\_\_\_\_  
By: \_\_\_\_\_ Montgomery County

Title: \_\_\_\_\_ F. Craig Meadows, County Administrator

**Attachment C**

**Plants to be Maintained**

<b>Pot Size</b>	<b>Plant Name</b>	<b>Quantity</b>
8"	Pothos - Neon	10
8"	Pothos - Marble	103
14"	Bradided Ficus Tree - Standard	4
10"	Sansevieria	4
10"	Aglaonena - Silver Queen	1
14"	Schefflera Arboricola	4
14"	Philodendron	1
14"	Cain Lind	6
10"	Chamaedorea Bamboo	1
10"	ZZ(Zanzibar Gem)	2