



COUNTY of ROCKINGHAM

20 E. Gay Street
Harrisonburg, VA 22801

Invitation to Bid

INVITATION TO BID #17-0829-01 MEMORIAL GARDEN AT ROCKINGHAM PARK

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

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1.0 PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit bids for construction of a memorial garden for Rockingham County at Rockingham Park @ The Crossroads.

2.0 BACKGROUND

Rockingham County is located in the center of the beautiful Shenandoah Valley of Virginia. Nestled between the Blue Ridge Mountains on the east and the Alleghenies on the west, the County is located along the Interstate 81 corridor and only a two-hour drive to Washington, DC. Rockingham County is the third largest county in Virginia and encompasses the Harrisonburg-Rockingham metropolitan area.

Rockingham Park @ The Crossroads is a new facility being constructed in Rockingham County. The park consists of four multi-use fields and two baseball/softball fields. The park is scheduled to open in the fall of 2017. The County is constructing a small memorial garden to honor those buried on the property.

3.0 SCOPE OF WORK

The County is seeking a contractor to construct a 20x40 memorial garden. The construction should include the following materials and installation:

1. 38 grave plot markers using Cambridge XL Smooth 16" x 24" pavers or something similar.
2. Excavation of the area for the pavers.
3. Installation and materials of a 4" layer of 21 A base stone for the pavers' base.
4. Installation and materials of a 1" layer of bedding sand for the pavers to bed in.
5. Installation and materials of Snap-Edging restraint around the perimeter of the pavers to secure the pavers.
6. Installation and materials of black aluminum fence with spear points 4' tall and 112 LF; allowing for 8' entrance opening. The bottom of the fence should be 4" off the ground.
7. Fine grading/installation and materials of 800 square feet of sod.

For further interest and or questions regarding the bid, contact:

Kathy McQuain at the Rockingham County Department of Recreation.

Phone#: 540-564-3161

Email: kmcquain@rockinghamcountyva.gov

4.0 BID PREPARATION & SUBMISSION

Offerors are required to submit the following items as a complete bid:

1. The return of this complete ITB signed and filled out as required (see 8.0 Signature Sheet).
2. The return of the bid form, with prices provided as required (see 9.0 Bid Form).

Bids shall be submitted in a sealed envelope, clearly marked "ITB-#17-0829-01 Memorial Garden at Rockingham Park" no later than 2:00p.m., local time, September 18, 2017 to:

Finance Department
Attention: Justin Moyers
20 East Gay Street
Harrisonburg, VA 22802

5.0 AWARD CRITERIA

The award of a contract resulting from the Invitation for Bid shall be based on the price on Attachment A submitted from the lowest responsive and responsible bidder. Evaluation will be based on prices provided. If cash discount for prompt payment is offered, it must be clearly shown on the Bid Form. The 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.

In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

6.0 REPORTING AND DELIVERY INSTRUCTIONS

Initial bids shall be submitted in a sealed envelope, clearly marked "ITB #17-0829-01 – Memorial Garden at Rockingham Park" no later than 2:00p.m., local time, September 18, 2017 to:

Finance Department
Attention: Justin Moyers
20 East Gay Street
Harrisonburg, VA 22802

It is the responsibility of the offeror to ensure that their bid reaches the appropriate office prior to the date and time of closing.

7.0 GENERAL TERMS AND CONDITIONS

7.1 APPLICABLE LAWS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

7.2 ANTI-DISCRIMINATION

By submitting their bids, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, Religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be Subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order

over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.3 ETHICS IN PUBLIC CONTRACTING

By submitting their bids, offerors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their bid), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the bid documents submitted, each offeror attests that her/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Bid.

7.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bids, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7.5 ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Rockingham all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Rockingham County , relating to the particular goods or services purchased or acquired by Rockingham under said contract.

7.6 CLARIFICATION OF TERMS

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

7.7 PAYMENT

7.7.1 TO PRIME CONTRACTOR

1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social

security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges.

Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

7.8 QUALIFICATIONS OF OFFERORS

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to furnish the goods and the offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry

out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

7.9 TESTING AND INSPECTION

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

7.10 CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently.

7.11 DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

7.12 TAXES

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by Rockingham County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid. The County's excise tax exemption registration number is 54-6001528.

7.13 DRUG FREE WORKPLACE

During the performance of this 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 or purchase order 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 connection with a specific contract awarded to a contractor, 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.

7.14 NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the

7.15 AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Rockingham County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

7.16 NON-APPROPRIATION

Funding for any Agreement between the County and a Selected Firm (s) is dependent at all times upon the appropriation of funds by the County Board of Supervisors. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the County effective the last day for which appropriated funding is available.

7.17 COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES

It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations may access the Agreement if authorized by the Selected Firm(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), the Agreement may be extended to the entities indicated above to purchase goods and services in

accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with the Selected Firm(s) and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the County. No modification of the Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Selected Firm(s) may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, polices, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm(s). It is understood and agreed that the County is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

7.18 CONTRACT DOCUMENTS

1. The contract entered into by the parties shall consist of the Invitation to Bid, the bid submitted by the vendor; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
2. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
3. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

7.19 LAWS AND REGULATIONS

1. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
2. This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the “right to work.” The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work

for inspection without first obtaining a search warrant from the court.

4. All bids submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by Rockingham County or the Commonwealth of Virginia.

7.20 PREPARATION AND SUBMISSION OF BIDS

Bids must give the full business address of the offeror and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

7.21 WITHDRAWAL OR MODIFICATION OF BIDS

Bids may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

7.22 RECEIPT AND OPENING OF BIDS

1. It is the responsibility of the offeror to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt. Bids received after the time designated for receipt of bids will not be considered.
2. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.

7.23 PROPRIETARY INFORMATION

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, Bidder, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

7.24 BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) 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 canceled.

7.25 TERMINATION BY OWNER FOR CONVENIENCE

1. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
2. All amounts then otherwise due under the terms of this contract,
3. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
4. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing owner shall have no further obligations to the contractor of any nature.
5. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds

7.26 TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT

1. The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

8.0 SIGNATURE SHEET

INVITATION TO BID #17-0829-01 – MEMORIAL GARDEN AT ROCKINGHAM PARK

My signature certifies that the bid as submitted complies with all Terms and Conditions as set forth in this Request for Bid.

My signature further certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (Type and Print): _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ Telephone Number: _____

INVITATION TO BID #17-0829-01
MEMORIAL GARDEN AT ROCKINGHAM PARK
Bid Sheet

Item 1

1. 38 grave plot markers using Cambridge XL Smooth 16" x 24" pavers or something similar.
2. Excavation of the area for the pavers.
3. Installation and materials of a 4" layer of 21 A base stone for the pavers' base.
4. Installation and materials of a 1" layer of bedding sand for the pavers to bed in.
5. Installation and materials of Snap-Edging restraint around the perimeter of the pavers to secure the pavers.

Item 1 Total Price: \$ _____

Item 2

Installation and materials of black aluminum fence with spear points 4' tall and 112 LF; allowing for 8' entrance opening. The bottom of the fence should be 4" off the ground.

Item 2 Total Price: \$ _____

Item 3

Fine Grading/installation and materials of 800 Square Feet of sod.

Item 3 Total Price: \$ _____

Grand Total Price: \$ _____

Company

Company Representative

Date