

**INVITATION FOR BID**

Issue Date: **May 11, 2018**

Title: **LAWN AND GROUND MAINTENANCE SERVICES FOR DEVELOPMENTAL SERVICES PROPERTIES**

Bid#: **2018IFBLawnDSSites**

Period: July 1, 2018 thru June 30, 2019 with the potential for four (4) successive one year periods

Issuing Agency & Address: Danville-Pittsylvania Community Services  
245 Hairston Street  
Danville, Virginia 24540

Location of Work:

- (1) Residential Facilities located at 505 Keen Street and 504 Middle Street, Danville, Virginia
- (2) Day Program at 103 Dewey Place, Danville, Virginia
- (3) Residential Facility located at 4769 Franklin Turnpike, Pittsylvania County, Virginia

All inquiries for information should be directed to: Sara Craddock, Director of Developmental Services  
Telephone #: (434) 799-0456, ext. 3121      Email: [scraddock@dpcs.org](mailto:scraddock@dpcs.org)

Bids must be mailed or hand delivered directly to Danville-Pittsylvania Community Services at the following address:

*Danville-Pittsylvania Community Services (West Wing Receptionist Area), 245 Hairston Street, West Wing Receptionist Area, Danville, Virginia 24540*

Sealed bids for furnishing the services described herein will be received until 2:00 p.m. local time on May 30, 2018. **One (1) original and two (2) copies of the Bid, including all eighteen (18) pages must reach the above address by the deadline stated.**

Signed Bid:

In compliance with this Bid and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached bid or as mutually agreed upon by subsequent negotiation.

Name and Address of Bidder:

\_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Phone #: \_\_\_\_\_  
 \_\_\_\_\_ FEIN/SSN#: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Signature:** \_\_\_\_\_  
(Signature in ink)

**This cover page must be returned with a copy of the Invitation For Bid, Attachment A, Attachment B, Attachment C, Attachment D and Attachment E which consists of eighteen (18) pages.**

## INVITATION FOR BID (IFB)

### **LAWN AND GROUND MAINTENANCE SERVICES FOR DEVELOPMENTAL SERVICES PROPERTIES**

**Issue Date: May 11, 2018**

Danville-Pittsylvania Community Services (hereinafter called the "Agency" or "Owner") invites qualified bidders (hereinafter called the "Bidder") to submit bids to perform the lawn and ground maintenance services for Developmental Services' Properties listed in this IFB.

#### **I. PURPOSE**

The purpose of this Invitation for Bid is to solicit bids for the purpose of entering into a contract for lawn and ground maintenance services for the following Developmental Services Properties:

- 1) 505 Keen Street and 504/506 Middle Street, Danville, Virginia
- 2) 103 Dewey Place, Danville, Virginia
- 3) 4769 Franklin Turnpike, Pittsylvania County, Virginia

#### **II. PERIOD OF CONTRACT**

The period of the contract for services will be July 1 2018 thru June 30, 2019 with the potential for four (4) successive one-year periods, as agreed to by both parties and as specified at the rates bid in Attachment A, Bid Form for each subsequent year.

#### **III. SCOPE OF SERVICES**

In order to maintain a quality appearance, the Agency will require the following services:

##### **A. Keen Street and Middle Street (Bridge View Place and River View Place)**

1. Weekly Lawn Maintenance (during growing season approximately April through September)
  - i. Mow all seeded areas. This includes the ball field, fencing, and grassy embankment.
  - ii. Edge and trim all areas around entrances to building, curbs, sidewalk, walkways, and dumpster area each time it is mowed.
  - iii. Blow off clippings from sidewalks, parking lot, curbs, entrance areas, and dumpster areas (as applicable).
  - iv. Weed all beds and mulch areas. Weed control substance may be used for grassy weeds and broadleaf weeds in mulched areas.
  - v. Remove all leaves from the site; including but not limited to grassy areas, parking areas, shrubbery and walkways.
  - vi. All areas shall be cleaned of all weeds, sticks, vines, and debris.
2. Annual / Biannual Lawn Maintenance
  - i. Spray for weeds and crabgrass prevention in the spring.
  - ii. Fertilize spring and fall.
  - iii. Use dyed black mulch to mulch beds in the spring excluding the large embankment area
  - iv. Plug, lime, overseed, and aerate in the fall as recommended by Virginia Cooperative Extension Agent excluding ball field.
  - v. Prune twice a year. Remove all dead, broken, and diseased wood. Collect and dispose of materials.
3. Other Miscellaneous Maintenance

- i. This Contract will include applications of weed treatment necessary for effective weed control. Specific chemicals used must be at the expense of the Potential Contractor. Disease control will be applied to shrubs as needed.
- ii. A separate bid will be requested for mulching of the large embankment area on Keen Street Property, as an individual job, and may or may not be awarded to the recipient of this contract. However, routine maintenance and weeding of this area will be included in this Contract.

B. Franklin Turnpike Property (Mount Hermon Manor)

- 1. Weekly Lawn Maintenance (during growing season approximately April through September)
  - i. Mow all seeded areas.
  - ii. Edge and trim all areas around entrances to building, curbs, sidewalk, and walkways each time it is mowed.
  - iii. Blow off clippings from sidewalks, parking lot, curbs, and entrance areas.
  - iv. Weed all beds and mulch areas. Weed control substance may be used for grassy weeds and broadleaf weeds in mulched areas.
  - v. Remove all leaves from the site; including but not limited to grassy areas, parking areas, shrubbery and walkways.
  - vi. All areas shall be cleaned of all weeds, sticks, vines, and debris.
- 2. Annual / Biannual Lawn Maintenance
  - i. Spray for weeds and crabgrass prevention in the spring.
  - ii. Fertilize spring and fall.
  - iii. Use dyed brown mulch to mulch beds in the spring
  - iv. Plug, lime, overseed, and aerate in the fall as recommended by Virginia Cooperative Extension Agent.
  - v. Prune twice a year. Remove all dead, broken, and diseased wood. Collect and dispose of materials.
- 3. Other Miscellaneous Maintenance
  - i. This Contract will include applications of weed treatment necessary for effective weed control. Specific chemicals used must be at the expense of the Potential Contractor. Disease control will be applied to shrubs as needed.

C. Dewey Place Property (Day Services)

- 1. Weekly Lawn Maintenance (during growing season approximately April through September)
  - i. Mow all seeded areas.
  - ii. Edge and trim all areas around entrances to building, curbs, sidewalk, walkways, and dumpster area each time it is mowed.
  - iii. Blow off clippings from sidewalks, parking lot, curbs, entrance areas, and dumpster area.
  - iv. Weed all beds and mulch areas. Weed control substance may be used for grassy weeds and broadleaf weeds in mulched areas.
  - v. Remove all leaves from the site; including but not limited to grassy areas, parking areas, shrubbery and walkways.
  - vi. All areas shall be cleaned of all weeds, sticks, vines, and debris.
- 2. Annual / Biannual Lawn Maintenance
  - i. Spray for weeds and crabgrass prevention in the spring.
  - ii. Fertilize spring and fall.
  - iii. Use dyed brown mulch to mulch beds in the spring.
  - iv. Plug, lime, overseed, and aerate in the fall as recommended by Virginia Cooperative Extension Agent.

- v. Prune twice a year. Remove all dead, broken, and diseased wood. Collect and dispose of materials.
- 3. Other Miscellaneous Maintenance
  - i. This Contract will include applications of weed treatment necessary for effective weed control. Specific chemicals used must be at the expense of the Potential Contractor. Disease control will be applied to shrubs as needed.

#### IV. PAYMENT

- A. Payment to the potential bidder shall occur on a monthly basis and shall be in the amount of 1/12 (one-twelfth) of the total lump sum bid. Payment will be made at the last Monday of each month upon the satisfactory completion of the work performed during the month.
- B. Any optional work shall be agreed upon in writing before the work begins. The potential bidder shall submit an invoice to the Agency Representative for the agreed price. Said invoice shall be paid within 30 (thirty) days.

#### V. QUALIFICATIONS OF BIDDER

- A. The potential bidder must present evidence of reliability and references as requested in Attachments B (Bidder Information) and Attachment C (References).
- B. The potential bidder must present verification that they are licensed to perform the service as provided in the applicable laws of the Commonwealth of Virginia. The bidder should provide a copy of the business license.
- C. The potential bidder must present verification that adequate supervision will be provided at all times when completing Attachment B (Bidder Information).

#### VI. BID REQUIREMENTS

- A. The bid shall be signed on the title page by an authorized representative of Bidder. By submitting a bid, the Bidder certifies that all information provided in response to this bid is true and accurate. Failure to provide information required by this bid will result in rejection of the bid.
- B. The bid should be prepared simply and economically, providing a straightforward, concise description of the Bidder's capabilities for satisfying the requirements of this bid. Emphasis should be on completeness and clarity of content.
- C. In order to be considered for selection, the Bidder must submit a complete response to this request which includes **one (1) signed bound original and two (2) bound copies** of this entire document and must include the signed cover page and Pages 2 through 18 of the Invitation for Bid which includes Attachment A (Bid Form listing Each Site and Yearly Price), Attachment B (Bidder Information), Attachment C (References), Attachment D (Virginia State Corporation Commission Registration Information) and Attachment E (Form of Organization) of the Invitation for Bid. The original and two copies should be delivered in a sealed envelope marked "**LAWN AND GROUND MAINTENANCE SERVICES FOR DEVELOPMENTAL SERVICES PROPERTIES**" to the West Wing Receptionist as specified in the cover page by the due date and time.

- D. All documentation submitted with the bid shall be included in the signed original and two copies. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective bid are neither required nor desired.

## **VII. EVALUATION AND AWARD OF CONTRACTS**

- A. Bidders shall submit pages 1 – 18 which includes Attachment A (Bid Form for Each Site and Yearly Price), Attachment B (Bidder Information), Attachment C (Bidder References), Attachment D (Virginia State Corporation Commission Registration Information) and Attachment E (Form of Organization) of this Invitation for Bid in one sealed envelope, clearly identifying the contents on the outside of the envelope as “**LAWN AND GROUND MAINTENANCE SERVICES FOR DEVELOPMENTAL SERVICES PROPERTIES.**”
- B. Qualification Requirements are set forth in Section V. Award will be made to the lowest price of responsible and responsive bidder. ‘Responsible’ and ‘Responsive’ are defined by the Virginia Public Procurement Act.
- C. Award of Contract is contingent on available funding. The Agency reserves the right to reject any or all bids, and to award more or less work than contemplated. Unless all bids are canceled or rejected, the Agency 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. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Services to be performed.
- D. The award notification will be posted on the procurement page of the Agency website at <http://www.dpcs.org>.
- E. The Agency reserves the right to request additional information from any Bidder that the Agency considers necessary to make an informed decision about its qualifications. However, the Agency may make its decision without further contact with the Bidder. Therefore, the Bidder must submit with its bid all information requested in enough detail to clearly demonstrate its qualifications.
- F. 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.
- G. The Successful Bidder will be required to submit an IRS Form W-9, Request for Taxpayer Identification Number and Certification, prior to payment and to provide documentation of the required insurance coverage listed in Section IX.

## **VIII. GENERAL TERMS AND CONDITIONS**

- A. Agency’s Procurement Policy:

The Agency’s process of procurement shall be in accord with the Virginia Procurement Act as set forth in the Code of Virginia.

- B. Mandatory Use of Agency Form and Terms and Conditions:

Failure to submit a bid on the official Agency form provided for that purpose may be a cause for rejection of the bid. Return of the complete document is required. Modification of

or additions to any portion of the solicitation may be cause for rejection of the bid; however, the Agency reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid.

#### Nonconforming terms and conditions

If the bidder submits alternate terms and conditions with the bid that do not conform to the terms and conditions in this solicitation, the bid is subject to rejection as nonresponsive. The AGENCY reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the AGENCY of nonresponsiveness as a result of the submission of nonconforming terms and conditions.

#### C. Clarification of Terms:

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

#### D. Qualification of Bidders:

Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the AGENCY that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The bidder may also be required to show past history and references, which will enable AGENCY to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection by the AGENCY.

#### E. Informalities:

AGENCY has the right to waive minor defects or variations from the exact requirements of the specifications in a bid that do not affect the price, quality, quantity, or delivery schedule of the goods, services or construction being procured. If insufficient information is submitted for the AGENCY to properly evaluate the bid by a bidder, the AGENCY has the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

#### F. Withdrawal of Bid from Consideration:

A bidder may withdraw its bid from consideration if the price bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of a bid are permitted after the time and date set for the bid opening. The bidder must give notice in writing to the AGENCY of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two business days after the bid opening. A bid may also be withdrawn if the bidder makes its request in writing to the

AGENCY prior to the time set for the opening of bids, or if the AGENCY fails to award the bid within ninety (60) days after the date fixed for opening bids.

G. Assignment of Contract:

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Agency.

H. Anti-Discrimination:

By submitting their bids, all general contracting Bidders certify to the Agency that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and the Virginia Public Procurement Act which provides:

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:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin 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.

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.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

2. The contractor will include the provisions of 1 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Debarment Status:

By submitting their bid, the general contracting Bidder certifies that it is not currently debarred from submitting bids on contracts by any Agency of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts by any Agency of the Commonwealth of Virginia.

J. Applicable Law and Courts:

Any contract resulting from this solicitation 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 Commonwealth. The Bidder shall comply with applicable Federal, State and local laws and regulations.

K. Immigration Reform and Control Act of 1986:

By submitting their bids, the general contractor certifies that it does 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.

L. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the AGENCY. In the event that the Contractor desires to subcontract some part of the work specified in the Contract, the Contractor shall furnish the AGENCY the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract. The AGENCY will, throughout the life of this Agreement, have the right of reasonable rejection and approval of subcontractors assigned to the project by the Contractor.

M. Ethics in Public Contracting:

By submitting bid, all general contractors certify that: (1) its bid is made without collusion or fraud; (2) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its bid; and (3) it has not conferred with 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.

N. Drug Free Workplace Policy:

The general contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ) and maintain a drug-free work environment. The contractor shall also comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

O. Indemnification

The Contractor covenants to save, defend, hold harmless, and indemnify the AGENCY, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract documents.

P. Liability

Neither the Contractor nor the AGENCY will be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor or AGENCY, that make performance impossible or illegal, unless otherwise specified in the contract.

Q. No discrimination against faith-based organizations

AGENCY does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

R. Small, women-owned and minority-owned (swam) businesses

AGENCY welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions. AGENCY actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the procurement page of the AGENCY's Internet site at: <http://www.dpcs.org/RFP.htm>

S. Drug-free workplace and tobacco-free campus

During the performance of this Contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) 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, as well as use of tobacco products is prohibited in the Contractor's/AGENCY's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) 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 (4) 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 and tobacco-free campus" means a site for the performance of work in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana or use of tobacco products while on the property during the performance of the contract.

Tobacco-free requirement

AGENCY has a tobacco-free policy on all properties. Therefore, the use or display of tobacco products by the Contractor, Contractor's employees, its suppliers and/or subcontractors on AGENCY property is strictly prohibited at all times, including days and/or hours when AGENCY is not in session. This includes, but is not limited to, outdoor areas of AGENCY properties and personal or business vehicles present on AGENCY property. "Tobacco products" include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

"AGENCY property" includes land, buildings, facilities, and vehicles owned or rented by AGENCY. AGENCY property includes parking lots, grass near road, and bus stop.

T. Taxes

1. The Contractor shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between the AGENCY and the Contractor, as the taxes shall be an obligation of the Contractor and not of the AGENCY, and the AGENCY shall be held harmless for same by the Contractor.

2. The AGENCY is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

U. Authorization to transact business in the commonwealth

A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership shall be authorized to transact business in the Commonwealth of Virginia.

V. Contract documents

The Contract Documents consist of the response of the Contractor and this solicitation. The Contract Documents set forth the entire agreement between the AGENCY and the Contractor. The AGENCY and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to the agreement are expressly contained herein.

W. Safety

The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry. The Contractor shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to AGENCY Project Manager at least one on-site person who is the Contractor's competent, qualified, or authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified or authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

X. Work site damages

Any damage to finished surfaces resulting from work performed under this Contract shall be repaired to AGENCY's satisfaction at the Contractor's expense.

Y. Payment terms

Unless otherwise indicated in the Contractor's response, payment terms will be recorded by AGENCY as Net 30 days. Contractor will be required to submit an IRS Form W-9, Request for Taxpayer Identification Number and Certification prior to payment. AGENCY will pay the Contractor within 30 days after the date of receipt of a correct (as determined by the Project Manager) invoice approved by the Project Manager describing completed work reasonable and allocable to the Contract, or the date of receipt of the entire order, or the

date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by AGENCY for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms.

#### Z. OSHA requirements

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration (O.S.H.A.) requirements, both Federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

Occupational Safety and Health Administration (OHSA) Standard 1926.16(a)-(d) listed as follows:

##### 1926.16(a)

The prime contractor and any subcontractors may make their own arrangements with respect to obligations which might be more appropriately treated on a jobsite basis rather than individually. Thus, for example, the prime contractor and his subcontractors may wish to make an express agreement that the prime contractor or one of the subcontractors will provide all required first-aid or toilet facilities, thus relieving the subcontractors from the actual, but not any legal, responsibility (or, as the case may be, relieving the other subcontractors from this responsibility). In no case, shall the prime contractor be relieved of overall responsibility for compliance with the requirements of this part for all work to be performed under the contract.

##### 1926.16(b)

By contracting for full performance of a contract subject to section 107 of the Act, the prime contractor assumes all obligations prescribed as employer obligations under the standards contained in this part, whether or not he subcontracts any part of the work.

##### 1926.16(c)

To the extent that a subcontractor of any tier agrees to perform any part of the contract, he also assumes responsibility for complying with the standards in this part with respect to that part. Thus, the prime contractor assumes the entire responsibility under the contract, and the subcontractor assumes responsibility with respect to his portion of the work. With respect to subcontracted work, the prime contractor and any subcontractor or subcontractors shall be deemed to have joint responsibility.

##### 1926.16(d)

Where joint responsibility exists, both the prime contractor and his subcontractor or subcontractors, regardless of tier, shall be considered subject to the enforcement provisions of the Act.

#### AA. Confidentiality

The Contractor assures that information and data obtained during the performance of this agreement, to include personal facts and circumstances related to patients or clients, shall be considered confidential, during and following the term of this agreement, and will not be divulged without the written consent of Danville-Pittsylvania Community Services (AGENCY) and then only in strict accordance with prevailing laws. The contractor shall

hold all information provided by AGENCY as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials, data and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of this agreement and to satisfy the requirements of this agreement, shall be provided to AGENCY in hardcopy and/or electronic form. Except where laws allows, the Contractor shall not retain hard copies of the material, data and information and all electronic stored material, data and information shall be expunged from equipment and systems retained by the Contractor.

#### BB.Termination for default

The contract will remain in force for the full period specified and until AGENCY determines that all requirements and conditions have been satisfactorily met and AGENCY has accepted the work, and thereafter until the Contractor has met all requirements and conditions relating to the work under the Contract Documents following the contract term, including warranty and guarantee periods. However, AGENCY will have the right to terminate the contract sooner if the Contractor has failed to perform satisfactorily the work required, as determined by AGENCY in its discretion. In the event AGENCY decides to terminate the contract for failure to perform satisfactorily, AGENCY will give the Contractor at least fifteen days written notice before the termination takes effect. Such fifteen day period will begin upon the mailing of notice by AGENCY. If the Contractor fails to cure the default within the fifteen days specified in the notice and the contract is terminated for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for all contract services satisfactorily performed by the Contractor and allocable to the contract and accepted by AGENCY prior to such termination. However, an amount equal to all additional costs required to be expended by AGENCY to complete the work covered by the contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event AGENCY terminates the Contract.

Except as otherwise directed, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

#### CC.Termination for the convenience of Agency

The performance of work under the contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in AGENCY's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to AGENCY, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

**IX. SPECIAL CONDITIONS**

**A. INSURANCE**

By signing and submitting a bid under this solicitation, the potential bidder certifies that if awarded the contract, bidder will have the following insurance coverages at the time the work commences. Insurance certificates will be submitted to the agency's contact person.

The potential bidder further certifies that the contractor and any subcontractors 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.

- A. Worker's Compensation- Statutory requirements and benefits; however, minimum \$100,000.
- B. Employer Liability -- \$100,000
- C. General Liability-- \$1,000,000 each occurrence. The Agency is to be named as an additional insured with respect to the services being procured.

**ATTACHMENT A- BID FORM**  
**DANVILLE-PITTSYLVANIA COMMUNITY SERVICES**  
**INVITATION FOR BID**

**LAWN AND GROUND MAINTENANCE SERVICES FOR DEVELOPMENTAL SERVICES PROPERTIES**  
Bid#: 2018IFBLawnDSSites

***505 Keen Street and 504 Middle Street, Danville Virginia***

Bid Amount for Keen & Middle Street (Bridge View Place and River View Place)

\$ \_\_\_\_\_ Year 1

\$ \_\_\_\_\_ Year 2

\$ \_\_\_\_\_ Year 3

\$ \_\_\_\_\_ Year 4

\$ \_\_\_\_\_ Year 5

***Day Program at 103 Dewey Place, Danville, Virginia***

Bid Amount for Dewey Place (Day Services)

\$ \_\_\_\_\_ Year 1

\$ \_\_\_\_\_ Year 2

\$ \_\_\_\_\_ Year 3

\$ \_\_\_\_\_ Year 4

\$ \_\_\_\_\_ Year 5

***4769 Franklin Turnpike, Pittsylvania County, Virginia***

Bid Amount for Franklin Turnpike (Mount Hermon Manor)

\$ \_\_\_\_\_ Year 1

\$ \_\_\_\_\_ Year 2

\$ \_\_\_\_\_ Year 3

\$ \_\_\_\_\_ Year 4

\$ \_\_\_\_\_ Year 5

**ATTACHMENT B**  
**BIDDER INFORMATION FORM**  
**DANVILLE-PITTSYLVANIA COMMUNITY SERVICES**  
**INVITATION FOR BID**

**LAWN AND GROUND MAINTENANCE SERVICES FOR DEVELOPMENTAL SERVICES PROPERTIES**  
Bid#: 2018IFBLawnDSSites

1. Please describe your organization's qualifications which comply with the Qualifications of Bidder listed in Section V on page 4.
  
2. How long has your organization been in business?
  
3. Does your organization have adequate resources including but not limited to: capital, sufficient manpower, and allocated time, to complete the services as described in the 'Scope of Services', Section III. Address 'adequate supervision' requirement listing in Section V, Item C.
  
4. Will you subcontract any part of this work? If so, give details.
  
5. Please describe your organization's experience in lawn and ground maintenance services in the past five years of similar scope.
  
6. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, the federal taxpayer identification number and the address or place of business.
  - a. If a corporation, state the name of the President and Secretary.
  - b. If a partnership, state the names of all the partners.
  - c. If a trade name, state the name(s) of individual(s) who do business under the trade name.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Federal Tax Identification number \_\_\_\_\_

***The Bidder's signature on the cover page certifies the bidder's response and certifies the bidder agrees to comply with all specific and general requirements and terms and conditions as specified in this Invitation for Bid.***

**ATTACHMENT C: REFERENCES**

**BIDDER INFORMATION FORM**

**DANVILLE-PITTSYLVANIA COMMUNITY SERVICES**

**INVITATION FOR BID**

***LAWN AND GROUND MAINTENANCE SERVICES FOR DEVELOPMENTAL SERVICES PROPERTIES***

Bid#: **2018IFBLawnDSSites**

**Reference #1** : Name: \_\_\_\_\_

Description of work including price: \_\_\_\_\_

\_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Dates work performed: \_\_\_\_\_

**Reference #2** : Name: \_\_\_\_\_

Description of work including price: \_\_\_\_\_

\_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Dates work performed: \_\_\_\_\_

**Reference #3** : Name: \_\_\_\_\_

Description of work including price: \_\_\_\_\_

\_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Dates work performed: \_\_\_\_\_

**ATTACHMENT D**

**VIRGINIA STATE CORPORATION COMMISSION (SCC)  
REGISTRATION INFORMATION**

**DANVILLE-PITTSYLVANIA COMMUNITY SERVICES**

**INVITATION FOR BID**

***LAWN AND GROUND MAINTENANCE SERVICES FOR DEVELOPMENTAL SERVICES PROPERTIES***

Bid#: **2018IFBLawnDSSites**

The Bidder: \_\_\_\_\_

- is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ -OR-
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that required acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Contractor in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Contractor's out-of-state location) -OR-
- is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Contractor's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date go bids/proposals:

**ATTACHMENT E:**

**BIDDER FORM OF ORGANIZATION**

**DANVILLE-PITTSYLVANIA COMMUNITY SERVICES**

**INVITATION FOR BID**

**LAWN AND GROUND MAINTENANCE SERVICES FOR DEVELOPMENTAL SERVICES PROPERTIES**

Bid#: 2018IFBLawnDSSites

Legal Name of Bidder: \_\_\_\_\_

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW, per the definitions listed:**

- SMALL BUSINESS**     **WOMEN-OWNED BUSINESS**     **MINORITY-OWNED BUSINESS**  
 **SERVICE DISABLED VETERAN**  **LARGE**     **NONPROFIT**     **NONE OF THE ABOVE**

**DEFINITIONS** - For the purpose of determining the appropriate business category, the following definitions apply:

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**"Women-owned business"** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**"Minority-owned business"** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**"Service disabled veteran business"** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**"Large business"** means any non-women- or minority-owned, or service-disabled business as defined above or any business having more than 250 employees or more than \$10 million in gross receipts averaged over the previous three years.

**Nonprofit"** means a corporation or an association that conducts business for the benefit of the general public without