ROANOKE

REQUEST FOR FAX QUOTE - *THIS IS NOT AN ORDER*

Please complete and return this form with your quotation

RETURN FAX NUMBER (540) 853-1513

CITY OF ROANOKE
Purchasing Division
215 Church Avenue, Room 202
Roanoke, Virginia 24011

DATE: October 4, 2016 **RFQ# 17-03-12** **Applying Mulch**	RESPOND BY: October 10, 2016 (If your response is not received by 2:00 p.m. on October 10, 2016 your quotation may not be considered) No. of pages including coversheet: 13
From: Jill Newman **Buyer** E-MAIL ADDRESS: jill.newman@roanokeva.gov TELEPHONE NUMBER (540) 853-2871 **FAX RETURN NUMBER (540) 853-1513**	DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE STATED BELOW **Scope of Work** – Attachment **A** **Purchase Order Terms & Conditions** – Attachment B **Insurance Requirements** – Attachment C **Special Terms and Conditions** – Attachment D **Cards Payable Application** – Attachment **E**

PUBLIC NOTICE OF AWARD: Public notice of the purchase order/contract award will be posted in the foyer area of the 2nd floor of the Noel C. Taylor Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.

DESCRIPTION	Lump Sum Price
Applying/Blowing Double Shredded Red Oak Mulch Approximately 160 Cubic Yards	$_____

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*** LUMP SUM PRICE SHALL INCLUDE ALL MATERIALS, EQUIPMENT, LABOR SHIPPING AND HANDLING.**

ALL WORK MUST BE COMPLETED BY APRIL 1, 2017.

VENDORS INTERESTED IN RESPONDING TO THIS REQUEST FOR QUOTE ARE ENCOURAGED TO TRAVEL TO THE WORK SITE AND EXAMINE THE AREA PRIOR TO SUBMITTING A QUOTE TO THE CITY.

THE CITY RESERVES THE RIGHT TO ADD/DELETE LINE ITEMS AS DEEMED NECESSARY.

THE CITY RESERVES THE RIGHT TO CANCEL OR REJECT THIS REQUEST FOR QUOTE OR REJECT ANY OR ALL QUOTES, TO WAIVE ANY INFORMALITIES IN ANY QUOTE AND TO PURCHASE ANY WHOLE OR PART OF THE ITEMS OR SERVICES LISTED IN THE REQUEST FOR QUOTE.

THE CITY WILL REVIEW EACH RESPONSIVE QUOTE AND WILL MAKE AN AWARD THAT IS DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TO:

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)		DELIVERY DATE
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		FEDERAL TAXPAYER NUMBER (If different than ID# above)		PAYMENT TERMS **Net 30**
BILLING NAME (Company name as it appears on your invoice)		FEDERAL TAXPAYER NUMBER (If different than ID# above)		
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS		
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)		DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER		FAX NUMBER
*BUSINESS CLASSIFICATION	☐ LARGE	☐ SMALL	☐ MINORITY-OWNED	☐ WOMEN-OWNED

The attention of each Bidder/Offeror is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid or proposal the Identification Number issued to such bidder or offeror by the Virginia State Corporation Commission (SCC). Furthermore, any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:

A._____ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is _____.

B._____ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is _____.

C._____ Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

_____

_____

Please attach additional sheets of paper if you need more space to explain why such offeror is not required to be authorized to transact business in Virginia.

Attachment A to
RFQ#17-03-12
Applying Mulch

SCOPE OF WORK

The Successful Bidder shall furnish labor, materials, equipment and incidentals necessary to complete all Work described herein.

The Successful Bidder shall apply or blow 160 cubic yards of double shredded red oak mulch to three flyovers (circular landscape beds) located near the Roanoke Airport. (See Attached Map)

1. The Successful Bidder shall apply/blow approximately 160 cubic yards of double shredded Red Oak mulch at three flyover locations along Valley View Blvd and Aviation Drive (as shown on the map). The mulch shall be applied at least 1 inch thick.
2. The Successful Bidder shall blow-out any mulch that accumulates in the turf grass.
3. The Successful Bidder shall perform the work before **April 1, 2017.**
4. The City of Roanoke shall provide the mulch. The Successful Bidder shall be using Roanoke City's double shredded red oak mulch that will be stored at the City's lot located at 5550 Precision Circle, NW, Roanoke. Precision Circle is located off Municipal Road (near Roanoke Airport and Flyovers).
5. The Successful Bidder shall supply the tractor needed to load the mulch.
6. The Successful Bidder shall schedule at least 48 hours in advance the date/time for picking up the mulch at 5550 Precision Circle. The contact information to schedule picking up the mulch will be provided to the Successful Bidder.

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VALLEY VIEW/AVIATION FLYOVERS (3 BLUE CIRCLES)

Attachment B to
RFQ#17-03-12
Applying Mulch

PURCHASE ORDER TERMS AND AGREEMENT

1. **Definitions.**

City – City of Roanoke, Virginia (sometimes also referred to as Buyer).
Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.
Purchase Order or Order or Service Contract – The Purchase Order, Service Contract or other document (which can include an electronic document) issued by the City to obtain the items identified in such document.
Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

2. **Invoicing.**

All invoices shall be sent to:

City of Roanoke
Transportation Division
1802 Courtland Avenue NE
Roanoke, VA 24012

If any questions, contact Accounts Payable at (540) 853-2824

3. **Termination for Default and Convenience.**

A. If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor services, work, or materials, the City may, by written notice to Vendor, terminate this Purchase Order, in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for all damages to the City resulting from Vendor's default. The City further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, the City may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.

B. The City may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the City except for payment for completed items delivered or services rendered to and accepted by the City.

C. The City may exercise the City's right of setoff as to any amounts the City may owe the Vendor. City may require Vendor to transfer title and deliver to the City any or all items produced or procured by Vendor for performance of the work terminated.

4. **Changes By Vendor.**

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of the City.

5. **Changes By City.**

At any time the City may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part of the work required by this Purchase Order, the City and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to the City of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. The City may act on any such claim at any time prior to final payment

under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. **Payment.**
The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the City of such items shall be borne by Vendor. The City will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.

7. **Sales Tax Exemption.**
The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

8. **Free on Board (F.O.B.), Risk of Loss, and Title.**
All prices are to be quoted F.O.B. Destination. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and accepted by the City. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City at the designated destination

9. **Inspection.**
The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Purchase Order. If all or some of the items delivered to the City do not fully conform to the provisions hereof, the City shall have the right to reject and return such nonconforming items.

10. **Insurance.**
Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order.

11. **Warranty.**
Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any items, work, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Purchase Order.

12. **Independent Contractor.**
The relationship between Vendor and the City is a contractual relationship. Vendor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

13. **Nondiscrimination.**
Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.

14. **Drug-Free Workplace.**
Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.

15. **Faith-Based Organizations.**
Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

16. **Assignment.**
Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.

17. **Successors and Assigns.**
The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

18. **Indemnification.**
Vendor agrees to indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Purchase Order.

19. **Governing Law and Forum Selection.**
By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

20. **Acceptance – Entire Agreement - Modification.**
Acceptance of this Purchase Order shall be limited to the terms and conditions, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Contractor contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. City rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of City's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon City unless signed by an authorized representative of City's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.

END.

Attachment C to
RFQ#17-03-12
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INSURANCE REQUIREMENTS

Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained all the insurance policies required under this Section and such insurance has been approved by the City. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have.

1. The following **minimum insurance requirements** apply:
   a. Workers' Compensation and Employers' Liability:
   The Contractor shall obtain and maintain the following limits:

   Workers' Compensation: Statutory
   Employers' Liability: $100,000 bodily injury by accident each occurrence
   $500,000 bodily injury by disease (policy limit)
   $100,000 bodily injury by disease each employee

   b. Commercial General Liability:
   Coverage is to be written on an "occurrence" basis, $1,000,000 minimum limit, and such coverage shall include:

   - Products/Completed Operations
   - Personal Injury and Advertising Injury
   - Bodily Injury

   c. Automobile Liability:
   Limits for vehicles owned, non-owned or hired shall not be less than:

   - $1,000,000 Bodily Injury and Property Damage combined single limit

2. **Proof of Insurance Coverage:** The policies of insurance shall be purchased from a reputable insurer licensed to do business in Virginia and maintained for the life of the Contract by the Contractor. Other insurance requirements include the following:
   a. The Contractor shall furnish the City with the required certificates of insurance showing the insurer, type of insurance, policy number, policy term, and limits.
   b. The required certificates of insurance shall contain substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered except after a thirty (30) day written notice has been received by the Risk Management Officer for the City of Roanoke."
   c. The required certificates of insurance shall name the City of Roanoke, its officers, agents, volunteers, and employees as additional insureds except with regard to the workers' compensation and employers' liability coverages which shall contain a waiver of subrogation in favor of the City. Additional insured and waiver endorsements shall be received by Roanoke Risk Management from the insurer within 30 days of beginning of this contract.

Attachment D to
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SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are part of the above Terms and Conditions:

SECTION 1. JOBSITE APPEARANCE.

The Contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or as otherwise required by the Contract.

SECTION 2. FINAL CLEANING.

The Contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, and debris of every nature resulting from its operations and to put the site in a neat, orderly condition. If a Contractor fails to clean up at the completion of the Project, the City may do so and charge for the costs thereof to the Contractor.

SECTION 3. PROTECTION ON SITE.

The Contractor expressly undertakes, both directly and through its subcontractor, to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.

SECTION 4. SAFETY AND HEALTH PRECAUTIONS.

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

SECTION 5. PROTECTING THE PUBLIC.

The Contractor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices in accordance with the most current version of the "Virginia Work Area Protection Manual," published by Virginia Department of Transportation.

SECTION 6. PROTECTING THE WORK AND ADJACENT PROPERTY.

The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the City's property and the property where the work is being done from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or its loss of use. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by any public authority, local conditions, any of the Contract Documents, or erected for the fulfillment of its obligations for the protection of persons and property.

SECTION 7. EMERGENCIES.

In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the City's project manager, City Engineer,

Building Code Official, or Fire Official, shall act, at Contractor's discretion, to prevent such threatened loss or injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by the City's project manager, City Engineer, Building Code Official, Fire Official, or other responsible official, Contractor shall so act immediately, without appeal.

SECTION 8. DAMAGE TO THE WORK.

The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property in the vicinity of the Work, until its completion and acceptance by the City.

SECTION 9. DAMAGE TO OTHER WORK OR UTILITIES.

The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work. Should any utilities require adjustment during the Work, it shall be the Contractor's responsibility to have such utilities relocated as a part of the Work and to contact and cooperate with the respective Utility Company in performance of such operations. The respective Utility Company shall be given a minimum of forty-eight (48) hours notice prior to the adjustment, and the Contractor shall comply with the provisions of the Virginia Underground Utilities Damage Prevention Act, Section 56-265.14 et seq., of the Va. Code. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.

SECTION 10. WEATHER DAMAGE OR DELAY.

Damage to the Work or any delays caused by the weather shall be the responsibility of the Contractor.

SECTION 11. DAMAGE TO EXISTING STRUCTURES.

Damage caused by Contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of the City.

SECTION 12. RELEASE BY CONTRACTOR.

The acceptance by the Contractor of the final payment shall be and does operate as a release by the Contractor of all claims by the Contractor against City and of all other liability of the City to the Contractor whatever, including liability for all things done or furnished in connection with the Work or the Contract.

SECTION 13. DEFECTIVE WORK.

The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any work, material, equipment, or part that is found, by the City, to be defective.

END.

Attachment E to
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Applying Mulch

CARDS PAYABLE APPLICATION

The City of Roanoke has a responsibility to its citizens, business owners, large and small, and the community to be good stewards of its financial resources. Every day the City strives to accomplish our mission by making changes in our process and procedures, we know every penny counts. The electronic Card Payables program was implemented to streamline our accounts payable process. This program allows the City to use MasterCard Virtual Card Numbers (VCNs) from a well-known banking institution to reduce costs, paperwork and time associated with our current invoice and check payment process.

The VCN will be issued by the City upon invoice approval and delivered via secure email from the Bank to the designated individual within your company. Instructions will be provided on how to retrieve your VCN and all required invoice level detail. The virtual card number can then be processed through your normal POS terminal. If you agree to this payment arrangement your company will need to ensure the Bank's email address is allowed through your organization's security firewall.

By accepting the Bank's Card Payables VCN as a form of payment, your company can also take advantage of the following Purchasing Card benefits:

- ***Improved cash flow*** - you can receive payment in 48 – 72 hours from invoice approval, positively affecting your account receivables
- ***Reduced credit and collection expenses*** – reduce your administrative costs spent on collections and tracking down late payments
- ***Enhanced competitive position*** – gives you a tangible competitive advantage in attracting and retaining customers, including the City of Roanoke
- ***Rate Improvement*** – potential eligibility for favorable Bank discount rates

Please complete page 2 of this attachment and return it along with your bid form so we can update our vendor records. Your acceptance of this method of payment will have no bearing on the evaluation or award of this solicitation.
A confirmation email with additional information and instructions will be sent from accounts.payable@roanoke.gov.
The City is committed to this initiative and welcomes your support as a vendor. The program should prove beneficial to both of our organizations and we appreciate your cooperation.

Please complete the following information and return it along with your bid form.

- I agree to accept Purchasing Cards or Card Payables VCNs as a form of payment from the City of Roanoke

  Yes ☐ No ☐

- I am a current MasterCard merchant acceptor.

  Yes ☐ No ☐

- I would like to be contacted to become a MasterCard acceptor or to discuss my current merchant processing arrangement:

  Yes ☐ No ☐

Company Name: _____

TIN _____

Contact Name: _____

Address: _____

City, State, ZIP _____

Email Address: _____

Fax Number: _____

Phone Number: _____

Signed: _____

Title: _____

Date: _____

----------For office use only----------

Vendor # _____ Email verification sent _____ Entered/by Date

Advantage_____

Entered/by Date 5th 3rd Direct _____

Approved AP Supervisor_____

Approved Accounting _____