



February 5, 2015

RE: Request for Unsealed Proposals No. 16-08-04 for Interiorscaping Services

To Whom It May Concern:

The City of Roanoke is currently seeking qualified Offerors to provide interiorscaping services for the Municipal North Lobby at the Noel C. Taylor Municipal Building located at 215 Church Ave. SW, Roanoke, Virginia 24011.

There is a **nonmandatory** preproposal conference scheduled for **10:00 AM** on **February 12, 2016** in the Municipal North Lobby located on the Campbell Avenue Side of the Second Floor at 215 Church Ave SW, Roanoke, Virginia 24011. It is recommended that Offerors attend such conference.

Offerors are required to have a minimum of five (5) years' experience in designing, installing, and maintaining commercial interiorscapes. Offerors must also show proof of pesticide spraying license.

Scope of Services:

A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the City under this RFUP are those that are set forth in this RFUP and/or below and/or referred to in any way in the sample Contract.

1. Design of interiorscaping for north lobby of the Municipal Building (design may include adding seasonal plants during specific holidays, as requested by the City);
2. Placement of plants and plant selection depending on light and environment. (poisonous plants are not permitted);
3. Container selection. Containers must be leak proof and provide internal containment of water for watering. Water must not be allowed to build up within the container in such a way that causes it to become stagnant or to cause moisture or insect problems. Containers will be approved by the City and appropriate to the area & architecture;

4. Installation of containers and plants;
5. Routine maintenance of plants and containers on at least a weekly basis when the Municipal Building is open for business (generally Monday through Friday from 8:00AM to 5:00PM);
6. Maintenance may include the usage of pesticides; however, under no circumstances shall glyphosate be used. Plant treatments should be granular systemic to avoid odors and drift of spray;
7. Removal and replacement of dead plants and/or damaged containers as needed;

Each Offeror is asked to submit:

Your Proposal, **one (1) original and five (5) copies**, of the following materials appropriately signed by the Offeror.

1. Statement of interest, which describes your vision for this project and relative experience.
2. A sketch of your proposed design(s) and a listing of the plants you plan to use. Artists may only submit one (1) design.
3. Contact information for three (3) professional references for which you have done design or art work in the last five years.
4. A current resume including a copy of a valid pesticide license.

Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this RFUP is subject to negotiations with the successful Offeror(s), and final approval by the City.

The City reserves the right to immediately terminate any Contract, with or without cause, upon written notice to the Successful Offeror(s). In the event of such termination, the Successful Offeror(s) will be compensated for services rendered through the date of termination at the rate agreed to and set out in the Contract between the parties.

The City may also request additional information, clarification, or presentations from any of the Offerors.

Enclosed with the RFUP is a copy of the Sample Contract, Attachment A to the RFUP, the Successful Offeror(s) selected for these services will be required to sign,

subject to any changes that may be authorized by mutual agreement of the parties. Please review the document carefully.

All responses to this Request for Unsealed Proposals shall be submitted via mail on or before 2:00 p.m. on February 19, 2016 to the address listed below:

**Simone Knowles
Purchasing Manager
City of Roanoke
215 Church Ave SW, Room 202
Roanoke, VA 24011**

Proposals received after the specified date and time may not be accepted.

The City reserves the right to reject any or all proposals, to cancel this RFUP, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to multiple Offerors whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Each Offeror who is a stock or Nonstock Corporation, Limited Liability Company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFUP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below.

1. The background, education, and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
2. Reasonable/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror. It is requested that the Provider indicate the expected hourly remuneration for Provider's services.

3. The Offeror's responsiveness and compliance with the RFUP requirements and conditions.
4. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with City's contract.
5. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services or items required in this RFUP.
6. The quality of the design and how it reflects the character, identity and/or history of the building.
7. The quality of Offeror's performance in comparable and/or similar projects.
8. Whether the Offeror can provide the services and/or items in a prompt and timely fashion.

All proposals submitted in response to this RFUP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of City personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the City Manager, or the City Manager's designee, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the City, as determined by the City Manager, or the City Manager's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the City.

Proposal evaluation and award will be accomplished in accordance with this Request for Unsealed Proposals and Sections 23.2-1, et. seq. of the Code of the City of Roanoke, Virginia. General and/or technical questions regarding the Scope of Services and/or items required or procurement questions under this RFUP may be directed to simone.knowles@roanokeva.gov

Sincerely,

Simone Knowles
Purchasing Manager

ATTACHMENT A
Interiorscaping Services

RFUP # 16-08-04

Sample Contract

THIS CONTRACT, made and entered into this ____ day of _____, 2016, between _____, of _____ Virginia, hereinafter referred to as “Contractor”, and the **CITY OF ROANOKE, VIRGINIA** a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as “City”;

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the undertakings of the parties to this Contract, the Contractor and the City covenant and agree, each with the other, as follows:

1. Engagement and Retention of Contractor.

The City agrees to engage and obtain the Contractor and the Contractor hereby agrees to perform the services set forth herein.

2. Scope of Services.

The Contractor agrees to perform and carry out in a good and professional manner those services set out in the Specifications included in the City of Roanoke Request for Unsealed Proposals for Interiorscaping Services (Proposal No. 16-08-04), such Request for Unsealed Proposals, including its specifications, being incorporated by reference herein.

3. Compensation.

(a) The City agrees to pay the Contractor for the Contractor’s complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$ _____ for the initial installation and \$ _____ for annual maintenance , as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City’s assessment of any damages against the Contractor,

as may be provided for in this Contractor or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the City and that there is no guarantee of any minimum amount of Work that may be requested by the City and that no Work may be requested.

4. Time Period.

The services to be performed hereunder by Contractor shall be undertaken and completed in a timely and expeditious fashion so as to best carry out the objectives of the City.

5. Accomplishment of Project.

Contractor shall commence, carry on and complete the required services with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and all applicable laws. In accomplishing the services, Contractor shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on by the City.

6. Assignment.

Contractor shall not assign, sublet or transfer interest in this Contract without the written consent of the City.

7. Personnel.

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. All the services required hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

8. Changes.

The City may, from time to time, require changes in the scope of services of Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Contract.

9. Nondiscrimination.

In the performance of this Contract, Contractor shall not discriminate against any contractor, subcontractor, sublessee, employee, applicant for employment or invitee because of race, religion, color, sex or national origin except where race, religion, color, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor.

10. Drug-Free Workplace.

(a) During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for 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 workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

(b) 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.

11. Faith Based Organizations.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

12. Term.

(a) The term of this Contract shall be for one (1) year, from _____, 2016 through _____, 2017, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the City.

(b) At the City's option, the contract may be renewed for up to four (4) additional one (1) year periods or any combination thereof. The City shall give written notice to Contractor of its intent to

extend this Contract at least sixty (60) days prior to the expiration of the original term or any renewal term of the Contract.

(c) All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

13. Termination.

The City reserves the right to immediately terminate this Contract, with or without cause, upon written notice to Contractor. In the event of termination by the City, Contractor shall be compensated in accordance with the terms of this Contract to the date of such termination.

15. Laws of Virginia.

This Contract shall be governed by the laws of the Commonwealth of Virginia, both as to interpretation and performance.

16. Indemnity.

The Contractor agrees and binds itself and its successors and assigns to indemnify, keep and hold the City and its officers, employees, agents, and representatives free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of or directly or indirectly resulting from any act or omission of the City. In the event that any suit or proceeding shall be brought against the City or any of its officers, employees, agents, or representatives at law or in equity, either independently or jointly with the Contractor on account of any injury or damage resulting from any act or omission of the Contractor, the Contractor, upon notice given to it by the City or any of its officers, employees, agents, or representatives, will pay all costs of defending the City or any of its officers, employees, agents, or representatives in any such action or other proceeding, if such suit or proceeding shall have been brought against the City as a result of acts or omissions of the Contractor.

In the event of any settlement or any final judgment being awarded against the City or any of its officers, employees, agents, or representatives, either independently or jointly with the Contractor, as a result of any act of omission of the Contractor giving rise to such settlement or judgment then the Contractor will pay such settlement or judgment, in full or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the City or any of its officers, employees, agents, volunteers or representatives harmless therefrom.

17 Insurance.

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.

18. Risk Of Loss.

The Contractor shall bear the risk of loss to the Work or any part thereof including any damages or loss from any cause of any type, loss, theft, mutilation, vandalism, or other damage, including those caused by acts of God, prior to the delivery of such artwork by the City.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Damage to the 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.

28. 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.

29. 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.

30. 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.

31. Completeness of Contract.

This Contract, the City's Request for Unsealed Proposals for Contract Management Services (Proposal No. 16-08-04) and the Contractor's Proposal, dated _____, 2016, the foregoing documents being incorporated by reference herein, constitute the entire agreement between the City and the Contractor and supersede all prior negotiations, representations or agreements, either oral or written. To the extent of any inconsistency between this Contract and the documents incorporated by reference, this Contract shall take precedence and prevail. This Contract may be amended only by written instrument signed by Contractor and the City.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

(Full Legal Name of Contractor)

By _____

Printed Name and Title

Printed Name and Title

WITNESS:

CITY OF ROANOKE, VIRGINIA

By _____
City Manager or Authorized City Representative

Printed Name and Title

Printed Name and Title

Approved as to form:

Appropriation and Funds Required
for this Contract Certified:

City Attorney

Director of Finance

Approved as to Execution:

Account # _____

City Attorney

CT # _____