

**MECKLENBURG COUNTY PUBLIC SCHOOLS
POST OFFICE BOX 190
175 Mayfield Drive
Boydton, VA 23917
RFB # 2020-001**

TO: Grounds and Lawn Maintenance Vendors

RE: MECKLENBURG COUNTY PUBLIC SCHOOLS
Grounds and Lawn Maintenance
RFB # 2020-001 (See Appendix I for Scope of Work)

DATE:

The Mecklenburg County School Board (“School Board”) invites you to offer proposal(s) for full service grounds and lawn maintenance to be effective upon School Board approval. Grounds and Lawn Maintenance for FY 2020.

Please submit an original and three copies of your proposal(s), in a **sealed envelope marked** “SEALED OFFER — RFB #2020-001” to:

**MECKLENBURG COUNTY PUBLIC SCHOOLS
Attn: Brian Dalton
175 MAYFIELD DRIVE
POST OFFICE BOX 190
BOYDTON, VA. 23917**

Sealed proposal(s) for this solicitation will be due at the Mecklenburg County School Board Office no later than 2:00 P.M. on May 14, 2019.

SECTION I – OVERVIEW

1.1 PURPOSE

The purpose and intent of this Request for Bids (“RFB”) is to solicit sealed proposals from qualified companies to provide a full service, Grounds and Lawn Maintenance Procurement.

The School Board is seeking proposals that would service 9 locations throughout the division.

1.2 PROPOSED CALENDAR

RFB Issued	04/23/2019
Pre-Bid Meeting	05/02/2019 at 9 A.M.
Bid Questions Due	05/07/2019 by 10 A.M.
Final Addenda Posted	05/10/2019 by 2 P.M.
Bids Due	05/14/2019 by 2 P.M. EDT
Opening and Review of Bids	05/16/2019 at 3 P.M. EDT
Notification of Award is anticipated, but not guaranteed	05/21/2019

LATE SUBMISSIONS WILL BE RETURNED UNOPENED

1.3 REQUIRED SPECIFICATION TO THE REQUEST FOR PROPOSALS

This document and all appendices are considered part of the required specifications to RFB #2020-001.

The Mecklenburg County School Board reserves the right to modify any part of the document at its discretion.

1.4 ADDENDA

Any “Addenda or Instructions to Offerors” issued by the School Board prior to the closing date shall be addressed in any proposal submitted by an Offeror, and will be included in any contract later awarded. All Offeror questions are due on May 7, 2019 by 10 A.M. Any Addenda will be posted on the Mecklenburg County Public Schools website, www.mcpsweb.org by May 10, 2019 by 2 P.M.

1.5 ADHERENCE TO LAW

All phases of this solicitation shall be in accordance with applicable state and federal laws, even where not expressly stated herein, including conditions imposed by funding sources. The offeror agrees to satisfy any such requirements.

SECTION 2 – BID SUBMISSION

2.1 SOLICITATION-SPECIFIC BID COMPONENTS

Each proposal submitted pursuant to this RFB shall include at a minimum the components described below and as further established in this RFB. These instructions describe the format for submitting a proposal under this RFB. To provide the evaluation committee with a clear and complete proposal, the proposal shall follow this outline. This information will be considered the minimum amount necessary for a complete proposal. Additionally, proposals that repeat the language of this RFB without further development will be considered nonresponsive.

Offerors must include detailed information on the manner in which they will address and provide services in each of these areas and the annual cost.

- A. Services are to be provided to schools and Central Office of Mecklenburg County, Virginia to include:
 - Clarksville Elementary School, 1696 Noblin Farm Road, Clarksville, VA
 - Chase City Elementary School, 5450 Highway 47, Chase City, VA
 - South Hill Elementary School, 1290 Plank Road, South Hill, VA
 - LaCrosse Elementary School, 1000 School Circle, LaCrosse, VA
 - Bluestone Middle School, 250 Middle School Road, Skipwith, VA
 - Park View Middle School, 365 Dockery Road, South Hill, VA
 - Bluestone High School, 6825 Skipwith Road, Skipwith, VA
 - Park View High School, 205 Park View Circle, South Hill, VA
 - Central Office, 175 Mayfield Drive, Boynton, VA
- B. Service Coverage Area: All grounds at the Elementary school campuses and all grounds up to the athletic lines at the Secondary schools. **This bid excludes the athletic fields at the secondary schools.**
- C. Services to be provided: Please see Appendix I for a detailed description and schedule of services to be provided to all sites.
- D. Offeror's are responsible for visiting the nine sites prior to submitting their responses. Offerors must check in with the Principal's office before walking the grounds.
- E. All equipment and materials are to be provided by the offerer.
- F. Fee Structure: Proposed monthly pay schedule.
- G. References: Offeror's proposal must include a list of at least 3 references for whom you have provided grounds maintenance services.

2.2 COMPANY PROFILE

- A. Name of Offeror.

- B. Address of company.
- C. History of company.
- D. Year company was founded.
- E. Mission statement.
- F. Description of types and numbers of accounts served.
- G. Number of employees.
- H. Ownership of business classification.

Firm Offer

Each Offeror must certify in writing that annual cost figures submitted with its proposal will be firm for at least sixty (60) calendar days after the bid opening date. A written award to the successful Offeror, within the time for acceptance specified in the offer, shall be deemed to result in a binding contract without further action by either party, and the successful Offeror shall execute a contract substantially in the form of that attached hereto as Appendix IV.

Authorized Signature

All proposals must be signed in order to be considered. If the Offeror is a partnership or corporation, the Offeror must show the title of the individual signing the Offer, and if the individual is not an officer of the partnership or corporation, the Offeror must submit proof that the individual has the authority to bind the partnership or corporation.

2.3 ANTI-COLLUSION

Submission of this proposal is the Offeror's express representation that during the preparation and submission of its proposal:

Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive negotiation in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. Any perceived incidence of price fixing or anti-trust violation shall be reported to the Attorney General for the Commonwealth of Virginia for possible enforcement of the anti-trust laws.

Offeror hereby certifies that the contact, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by Mecklenburg County School Board has an interest in, or is concerned with, this proposal, and, that no person or persons, firm or corporation other than the Offeror, have, or are, interested in this proposal.

2.4 CERTIFICATION OF CRIMES AGAINST CHILDREN

The Offeror shall provide certification that Offeror and Offeror's employees, and all other persons who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, Offeror shall execute the certification attached hereto as Appendix II and submit the certification contemporaneously with the executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false Statement, regarding offenses which are required to be included in the certification referenced above, shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. The Mecklenburg County School Board shall not be liable for materially false statements regarding the certifications required under the Contract.

2.5 CERTIFICATION OF INTEREST & RELATIONSHIPS WITH SCHOOL BOARD AND MECKLENBURG COUNTY PUBLIC SCHOOLS EMPLOYEES

To the extent that neither Offeror nor any of Offeror's officers, directors, or executive employees maintains a financial or familial relationship with any person acting for or employed by the School Board or Mecklenburg County Public Schools, Offeror shall reveal such relationships to the School Board. In accordance with this paragraph, Offeror shall execute the certification attached hereto as Appendix III and submit the certification contemporaneously with the executed Contract.

2.6 BRAND NAMES

If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the sole purpose of establishing a grade or quality and the characteristics of goods that will be accepted. Since the School Board does not wish to rule out other competition and equal brands or makes, the phrase "or approved equal" is added. It will be assumed that the service fully complies with the School Board's specifications. The School Board, its employees, officers and agents are not responsible for locating or securing any information that is not included in the proposal.

2.7 ERASURES

Proposals having erasures, corrections, or typewriter opaquing fluid are not acceptable and will result in rejection of the proposal. Prior to submission or opening, errors may be crossed out and corrections entered in ink and initialed in ink by the person signing the proposal. No proposal shall be altered or amended after the specified time for opening. Proposals filled in with pencil will be rejected.

2.8 SUBMISSION INSTRUCTIONS

The proposal shall be submitted in a concise, typed and neatly bound presentation. An original, so marked, and (2) copies signed by the Offeror's contractual binding authority must be received no later than May 14, 2019 at 2 P.M. Email and/or faxed proposals **will not** be accepted. Proposals received and date/time stamped after the closing date and time will not be accepted and will be returned unopened. Selected vendor will be notified on or around May 21, 2019. The School Board will not be responsible for proposals delayed in mail or by delivery service.

All proposals must be sealed and labeled (on the outside of the sealed container) to show the following:

Proposal for "SEALED OFFER – GROUNDS AND LAWN MAINTENANCE RFB# 2020-001"

Sealed Proposals should be delivered by the required date and time to:

Attention: Brian Dalton
Maintenance Supervisor
Mecklenburg County Public Schools
P.O. Box 190
175 Mayfield Drive
Boydton, VA 23917

The Mecklenburg County School Board will make no reimbursement for the cost of developing or presenting proposals in response to the RFB 2020-001.

2.9 CLOSING DATE

To be considered, a proposal must arrive at the issuing office on or before May 14, 2019 at 2 P.M. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Offerors must submit a complete response to the RFB, using the format outlined. No other distribution of proposals will be made by Offeror. Materials or information later submitted by an Offeror at the School Board's request shall not be considered a violation of this paragraph.

2.10 INQUIRIES

All inquiries concerning clarification of this RFB must be made in writing by May, 7 2019 at 10 A.M. to Brian Dalton, Maintenance Supervisor P. O. Box 190, 175 Mayfield Drive, Boydton, VA 23917 or emailed to bdalton@mcpsweb.org. Inquiries that are pertinent to all solicited Offerors will be answered by addenda. Offerors must acknowledge receipt of all amendments with their proposals posted on the Mecklenburg

County Public Schools website, www.mcpsweb.org, no later than four (4) days prior to the closing date.

2.11 SUBMISSION OF A BID INDICATES AGREEMENT TO TERMS OF REQUESTS FOR THIS BID

Submission of a Bid in response to this solicitation binds the offeror to all requirements set forth in the Requests for Bid.

SECTION 3 – EVALUATION OF PROPOSALS

3.1 OPENING OF BIDS

Sealed Bids will not be publicly opened. Proposals received and date/time stamped after the closing date and time will not be accepted and will be returned unopened.

3.2 EVALUATION

During the evaluation phase, proposals are reviewed by the Review Committee.

ADDITIONAL INFORMATION MAY BE REQUIRED:

Before a Bid is considered for award, the Offeror may be requested, by the Review Committee or the School Board, to provide additional information or clarification to a question or concern.

3.3 SELECTION

Unless canceled or rejected, a two person Review Committee will review the RFB proposals based on the below weighted criteria. The Review Committee will make a recommendation to the Mecklenburg County School Board for final approval.

EVALUATION CRITERIA WITH WEIGHTED AVERAGES

- A. Cost of Services-70% Ability to meet service requirements as listed within RFB 2020-001 and in Appendix I (Project Breakdown)-10%
- B. Experience and Qualifications of organization and staff assigned to our account and the bidder to meet the requirements of the RFB-10%
- C. Quality of References-10%

SECTION 4 – AWARD

4.1 AWARD

Mecklenburg County Public Schools will award the bid based on Mecklenburg County School Board policy. Either the School Board shall award a contract by a proper vote or the Superintendent of the School Division will award the bid based on Mecklenburg County School Board policy. Mecklenburg County Public Schools anticipates, but does not guarantee, that it will select an Offeror the week of May 20, 2019.

4.2 CONTRACT

The successful Offeror shall sign a contract substantially in the form of that attached hereto as Appendix IV. The proposal submitted by the successful Offeror shall become an attachment to the contract or agreement signed by the Mecklenburg County School Board and the selected Offeror. Price quotations and other time dependent information contained in the proposals must be valid for a minimum of sixty (60) days from the closing date of this RFB.

4.3 CONTRACT RENEWAL

The Mecklenburg County Public School Board reserves the right to renew this contract for up to four (4) additional years based upon satisfactory service and no or only minimal price changes.

4.4 CANCELLATION

The School Board reserves the right not to award the entire proposal should quoted cost exceed available budget for the project, funds not be available, or whenever in the best interest of the school division.

4.5 BASIS FOR REJECTIONS AND AWARDS

The School Board reserves the right to accept or reject any and all proposals or parts of proposals, to waive irregularities and technicalities, and to request revised proposals. The School Board also reserves the right to award the contract on such material deemed to best serve its interest. The School Board further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the School Board, unless otherwise specified.

4.6 DEFAULT

As time will be of the essence for any orders placed as a result of this proposal, the School Board reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made in accordance with the timelines established in this RFB. In case of default by services ordered by the time specified, the School Board may

terminate the contract and, after due notice, may procure them from other sources and hold the defaulting Offeror liable for any resulting additional cost.

4.7 DEBARMENT

An Offeror who is debarred will be disqualified from receiving invitations for bids or requests for proposals and from receiving awards of contracts. See Section 6.19 below.

SECTION 5 – SCHOOL BOARD OBLIGATIONS

5.1 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with federal laws, the laws of the Commonwealth of Virginia, and its policies, the Mecklenburg County School Board does not discriminate on the basis of sex, race, color, age, religion, disability, national origin or on any other basis prohibited by law in the provision of employment and services. The Mecklenburg County School Board is an equal opportunity employer.

5.2 FAITH BASED ORGANIZATION

The Mecklenburg County Public School Board does not discriminate against faith-based organizations.

5.3 ADA COMPLIANCE

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding should contact the Maintenance Supervisor by phone at (434) 738-6111 at Ext. 21038, by mail to Brian Dalton P. O. Box 190, 175 Mayfield Drive, Boydton, VA 23917, or by email to bdalton@mcpsweb.org.

SECTION 6 – SCHOOL BOARD GENERAL TERMS AND CONDITIONS

6.1 NO CONTACT

Any contact with any Mecklenburg County Public School Board Member or representative or employee, other than outlined in this RFB, is prohibited. Such unauthorized contact may disqualify an offeror from this procurement.

6.2 NON-DISCRIMINATION

Employment discrimination by the Offeror shall be prohibited. (Section 2.2-4311, Code of Virginia) During the performance of the services required by the contract which is the subject of this RFB:

Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror 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. The Offeror will include the above provisions in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each sub offeror or vendor.

6.3 DRUG-FREE WORKPLACE

During the performance of the contract, the Offeror agrees to:

- Provide a drug-free workplace for the Offeror's employees.
- 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 Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- State in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.
- Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub offeror or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to an Offeror, 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.

6.4 UNAUTHORIZED ALIENS

The Offeror certifies that it does not, and shall not, during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6.5 ADVERTISING

In the event a contract is awarded for the services included in this proposal, the successful Offeror shall make no indications of such services to the Mecklenburg County Public Schools in any way in product literature or advertising without the prior written approval of the Mecklenburg County School Board.

6.6 AVAILABILITY OF FUNDS

It is understood and agreed between the parties to any contract resulting from this proposal that the School Board shall be bound hereunder only to the extent of funds available from appropriate sources for the purposes of such contract.

6.7 CANCELLATION

The School Board shall have the right to terminate any resulting contract for failure of performance by the Offeror. Upon receipt of written notice by the School Board of Offeror's failure to perform under the Contract, the Offeror shall have thirty (30) days to remedy such breach of performance or default. Should the Offeror fail to remedy or cure within the prescribed thirty (30) days, the School Board shall terminate the contract immediately.

6.8 INSURANCE

The successful Offeror(s) must furnish to the School Board evidence of the insurance required in paragraph 7.2 below.

The Offeror(s) also agrees to defend, save harmless, and indemnify the School Board from and against any and all claims for damages against the School Board allegedly caused by its errors, omissions, or negligent acts in the performance of services, as set forth in Section 6.13 below.

6.9 INVOICING

The successful Offeror(s) shall submit itemized invoices for goods and services rendered and containing the Purchase Order number assigned, according to the timelines outlined in this Request for Proposal.

6.10 ASSIGNMENT

Neither the School Board nor the Offeror shall assign, sublet or transfer its interest in the Contract without the prior written consent of the other party.

6.11 APPLICABLE LAW

The contract for services described herein shall be deemed to be a Virginia contract and shall be governed as to all matters, whether of validity, interpretations, obligations,

performance or otherwise, exclusively by the laws of the Commonwealth of Virginia. All questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

6.12 LAWS AND REGULATIONS

Offeror's attention is directed to the fact that all applicable federal, state and local laws, municipal ordinances, including all rules and regulations of all authorities having jurisdiction over the project, shall apply to the contract. They will be deemed to be included in the contract the same as though herein written out in full. Offeror must possess all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of the contract prior to the initiation of work. If the Offeror is a corporation, partnership or other corporate entity, Offeror further expressly represents that it is in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.

6.13 HOLD HARMLESS – INDEMNIFICATION

It is understood and agreed that Offeror hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Offeror, or its sub offerors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by the contract. Offeror agrees to indemnify and hold harmless the Mecklenburg County School Board and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by Offeror or those for whom Offeror is legally liable. Upon written demand by the Mecklenburg County School Board, Offeror shall assume and defend at Offeror's sole expense any and all such suits or defense of claims made against the Mecklenburg County School Board, or its agents, volunteers, servants, employees or officials.

6.14 BILLING

The successful bidder shall submit an itemized invoice in three (3) copies monthly. The Purchasing Agent or designee shall present the invoice to the School Board at its next regular meeting; however, if such invoice is received after the second Monday of any month it may be presented to the School Board at the regular meeting of the following month. Upon approval of the School Board, payment shall be made within two (2) business days.

6.15 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and of the highest grade of workmanship.

6.16 COPYRIGHTS OR PATENT RIGHTS

The Offeror certifies by submission of its proposal that there has been no violation of the copyrights or patent rights in manufacturing, marketing, or selling of the product or services offered as a result of its proposal. The successful Offeror shall, at its own expense, defend any and all actions or suits charging such infringement and will save the School Board, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by such a violation.

6.17 DEBARMENT

An Offeror may be debarred from contracting with the School Board for at least the following reasons:

1. default on quotations
2. fraud;
3. violation of anti-trust laws;
4. unsatisfactory performance for a public bid;
5. failure to perform;
6. violations of the Virginia Public Procurement Act; or
7. debarment by the Commonwealth of Virginia or any of its agencies.

The purchasing agent shall determine if an Offeror is debarred and the length of debarment. The purchasing agent will notify the Offeror in writing of his determination and such determination may be contested in accordance with School Board policy and applicable law.

SECTION 7 – SOLICITATION – SPECIFIC TERMS AND CONDITIONS

7.1 DELIVERY POINTS

All items shall be delivered F.O.B. destination with delivery cost included in the total cost on the bid form. Failure to do so may be cause for the rejection of the bid. The bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location.

7.2 INSURANCE

The contractor shall provide, at all times during the initial and all subsequent terms of the contract term, the following insurance coverage:

- a. Worker's Compensation Insurance, Statutory Benefits and Employer's Liability Insurance with limits of not less than \$500,000.

- b. Commercial General Liability Insurance with limits of not less than \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage per occurrence, including Contractual Liability coverage.
- c. Motor Vehicle Liability Insurance with limits of liability shall not be less than \$500,000 combined single limit.
- d. The bidder shall furnish Mecklenburg County School Board certificates of insurance within 21 working days after acceptance of a contract.
- e. Mecklenburg County School Board must have ten (10) days' notice of cancellation or change in insurance coverage and give its written approval for such cancellation or change.

7.3 NOTICES

All notices, requests, demands, and elections under the contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or three (3) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid.

All notices shall be addressed to the following individuals.

To: Mecklenburg County Public Schools
 Attention: Brian Dalton
 P. O. Box 190
 175 Mayfield Drive
 Boydton, VA 23917
 Fax: 434-738-6679

To Successful Offeror: Manager as defined in successful Offeror proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

APPENDIX I

This is a Request for Bid (RFB) to solicit sealed proposals from a vendor with a proven track record of grounds maintenance. If a suitable offer is made in response to the RFB, Mecklenburg County Public Schools may enter into a contract to have the selected bidder perform the entire project on a turnkey basis. This RFB provides details on what is required to submit a Proposal. Mecklenburg County Public Schools reserves the right to accept or decline any proposed offer.

Project Breakdown per Site (Nine Sites)

Task	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
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Mow, Edge, Trim	5	5	4	3	2	0	0	0	2	4	5	4
Natural prune shrubs	1	0	1	0	0	1	0	0	0	0	1	0
Shear hedges	1	0	1	0	0	1	0	1	0	0	1	0
Tree pruning	0	1	0	0	0	0						
Bed maintenance	1											
Leaf removal	0	0	0	1	1	0						
Mulch install***	0	1										
Drain Clean	1											
Security Fence Maintenance	1											

***** Bidder will provide all materials, including required mulch, to meet code in playgrounds and to maintain beds according to principal requests.**

APPENDIX II

CERTIFICATION OF CRIMES AGAINST CHILDREN

Offeror acknowledges that the implementation of this contract requires Offeror’s employees or other persons within Offeror’s control to have direct contact with Mecklenburg County Public Schools’ students. Therefore, Offeror hereby certifies that neither Offeror, Offeror’s employees, nor any person who will have direct contact with students on school property during regular school hours or during school sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Offeror understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Mecklenburg County Public Schools

shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

- NO
- YES (please explain)

Offeror Date

By: _____

Name: _____

Title: _____

APPENDIX III

CERTIFICATION OF INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND MECKLENBURG COUNTY PUBLIC SCHOOLS EMPLOYEES

Offeror hereby certifies that neither Offeror, nor any of Offeror’s officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board for Mecklenburg County Public Schools (“MCPS”).

To that extent that such relationships exist, Offeror shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

Neither Offeror nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Mecklenburg County Public Schools.

The following individuals currently maintain a financial relationship with Offeror:

MCPS/School Board Employee’s Name: _____

Position with MCPS/School: _____

Nature of Relationship: _____

The following individuals currently maintain a familial relationship with Offeror:

MCPS/School Board Employee’s Name: _____

Position with MCPS/School: _____

Nature of Relationship: _____

Offeror

Date

By: _____

Name: _____

Title: _____

APPENDIX IV

GROUNDS AND LAWN MAINTENANCE AGREEMENT

This Contract is entered into this the _____ by and between the Mecklenburg County School Board (the “School Board”), acting by and through its duly authorized representative, and _____ (the “VENDOR”).

WITNESSETH:

WHEREAS, the School Board desires to engage the services of the VENDOR to provide Grounds and Lawn Maintenance for Mecklenburg County Public Schools in accordance with the specifications herein.

NOW THEREFORE, for and in consideration of the mutual undertakings of the parties to this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School Board and the VENDOR hereby agree that the VENDOR shall provide services as an independent VENDOR in accordance with the terms and conditions of this Contract.

ARTICLE 1 – Scope of Services and Coverage

- 1.1 **Documents Comprising the Contract.** The services furnished by the VENDOR shall include, but are not necessarily limited to, those outlined in RFB # 2020-001 (the “RFB”), the proposal submitted by the VENDOR (the “Proposal”), all exhibits attached to either of them, and the exhibits attached hereto, all by this reference made a part hereof.
- 1.2 **Overview.** VENDOR will provide Grounds and Lawn Maintenance (the “Services”) for Mecklenburg County Public Schools. Descriptions of the Services are as described in the proposal and as attached hereto as Appendix I and are incorporated herein by reference.
- 1.3 **Term.** Contract shall be completed June 30, 2021.

ARTICLE 2 – Pricing and Terms

- 2.1 **VENDOR’s Obligations.** The VENDOR will furnish the Services required by this RFB.
- 2.2 **Compensation.** The School Board shall pay the VENDOR compensation for the Services as set forth in this RFB.
- 2.3 **Time for Payment.** The VENDOR shall submit an invoice to the School Board upon completion of each month’s work in compliance with section 6.14.

ARTICLE 3 – VENDOR Employees

- 3.1 **Selection and Supervision of Employees.** The VENDOR shall have the right to select and determine the persons who shall render the Services on School Board premises, but

the VENDOR shall only provide those personnel who are qualified to provide such Services. The VENDOR shall supervise and give personal attention to the faithful prosecution and completion of the work by its employees, and the VENDOR shall at all times enforce strict discipline and order among its employees and shall so conduct its operations as to preserve good relations with the public, School Board employees, students and constituents. The VENDOR shall remove from any assignments under this contract any employees causing breach of the peace or other disturbance of said relations, or violating the School Board policies or any provisions of this Contract.

3.2 Background checks. The VENDOR shall conduct criminal background checks on all its employees.

3.3 Crimes Against Children Certification. The VENDOR shall certify that VENDOR, VENDOR's employees, and all other persons that will provide the Services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The VENDOR shall provide a Certification of No Crimes Against Children as required by Section 22.1-296.1 of the Code of Virginia. In accordance with this paragraph, the VENDOR shall execute the certification attached hereto as Exhibit A and submit the certification contemporaneously with this executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the Contract to provide such services and, when relevant, the revocation of any license required to provide such services. The School Board shall not be liable for materially false statements regarding the certifications required under this Contract.

3.4 Payment of VENDOR Employees. The VENDOR assumes full responsibility for all contributions, taxes and assessments on all payrolls, or otherwise required by all applicable federal, state and local laws. The VENDOR further agrees to comply with any other federal, state or local law or regulation regarding compensation, hours of work, or other conditions of employment including, but not limited to, federal or state laws or regulations regarding minimum compensation, overtime, and equal opportunities for employment such as the Federal Civil Rights Act and the Federal Fair Labor Standards Act.

3.5 Compliance with the Civil Rights Act of 1964 and Code of Virginia Section 2.2-4311. During the performance of this Contract, the VENDOR, the VENDOR's assignees and successors in interest, shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder. Employment discrimination by the VENDOR is prohibited:

a. During the performance of this Contract, the VENDOR agrees as follows:

1. The VENDOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age,

disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the VENDOR. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The VENDOR, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, will state that VENDOR is an equal opportunity employer.
3. 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.

b. The VENDOR shall include the provisions of the foregoing paragraphs 3.06(a)(1)-(3) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3.6 Drug-Free Workplace. During the performance of this Contract, the VENDOR, the VENDOR's assignees and successors in interest, shall comply fully with the Drug-Free Workplace requirement of the Code of Virginia Section 2.2-4312, as amended. Specifically, the VENDOR agrees that:

During the performance of this Contract, the VENDOR agrees to (i) provide a drug-free workplace for the VENDOR'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 VENDOR's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the VENDOR that the VENDOR maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or VENDOR.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a VENDOR 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 during the performance of this Contract.

ARTICLE 4 – Insurance

4.1 Mandatory Insurance. The VENDOR shall maintain at its expense: (1) Worker's Compensation Insurance, Statutory Benefits and Employer's Liability Insurance with limits of not less than \$500,000.00; (2) Commercial General Liability Insurance with limits of not less than \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage per occurrence, including Contractual Liability coverage; (3) Motor Vehicle Liability Insurance with an employer's non-ownership endorsement. (Limits of liability shall not be less than \$500,000.00 combined single limit); and (4) Third Party Fidelity

bond of \$50,000 per employee along with umbrella coverage in the amount of not less than \$5,000,000.00. The VENDOR shall provide certificates verifying the above insurances to the School Board prior to the commencement of the initial and any subsequent term of this Contract or upon written request by the School Board. If any insurance policy is changed by insured or insurer so as to affect the coverage required by this Contract, the VENDOR shall provide to the School Board at least thirty (30) days' prior written notice of such cancellation or change. The School Board shall be named as an additional insured under the VENDOR's Commercial General Liability policy.

ARTICLE 5 - Termination or Failure to Report

- 5.1 Termination for Cause.** The School Board shall have the right to terminate this contract for failure of performance by the VENDOR. Upon receipt of written notice by the School Board of the VENDOR's failure to perform under the Contract, the VENDOR shall have thirty (30) days to remedy such breach of performance or default. Should the VENDOR fail to remedy or cure within the prescribed thirty (30) days, this Contract shall terminate.
- 5.2 School Board's Obligation to Pay When Contract Terminated.** Should the School Board abandon the services to be performed herein, or terminate this Contract, the School Board shall be liable only to the extent of satisfactory completion of the work by the VENDOR through the time of abandonment or termination and upon delivery of completed or partially completed work to the School Board. The School Board shall have the full right to use such work in any manner which it may designate where it may determine in its sole discretion, and without claim on the part of the VENDOR for any additional compensation.

ARTICLE 6 – Responsibilities of the VENDOR

- 6.1 Reference to Work for the School Board.** The VENDOR shall not use as a reference (for commercial or advertising purposes) any indication of undertakings on behalf of the School Board without prior written consent by an authorized representative of the School Board.
- 6.2 Bribes, Kickbacks and Related Events.** The VENDOR warrants that no person or company has been employed or retained, other than bona fide employees working solely for the VENDOR, to solicit or secure this Contract, and that the VENDOR has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the School Board shall have the right to annul or terminate this Contract without any liability, including any payment for services rendered.
- 6.3 Conflict of Interests.** To the extent that VENDOR or any of VENDOR's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the School Board or Mecklenburg County Public Schools, the VENDOR shall reveal such relationships to the School Board. In accordance

with this paragraph, the VENDOR shall execute the certification attached hereto as Exhibit B.

- 6.4 **Illegal Aliens.** The VENDOR certifies that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 6.5 **Compliance with Applicable Law.** The VENDOR shall comply with the provisions of all labor laws, the laws of the Commonwealth of Virginia and all federal and local statutes, ordinances, and regulations which may be applicable to the performance of this Contract. The VENDOR shall obtain all necessary licenses and permits as required for the work to be performed hereunder.
- 6.6 **Federal EIN Number.** Upon execution of this Contract, the VENDOR shall provide its federal employer identification number to the School Board.

ARTICLE 7 – Responsibilities of the School Board

- 7.1 **Data/Materials Furnished by the School Board.** Any data or material furnished by the School Board to the VENDOR shall remain the property of the School Board; and when no longer needed for performance under this Contract, shall be returned promptly to the School Board.
- 7.2 **Contingency:** Availability of Funds. The School Board shall be bound under this Contract only to the extent that there are funds appropriated to perform its obligations hereunder.
- 7.3 **Contingency:** Need for Services. The School Board shall be bound under this Contract only to the extent that there is a need for product and services to be provided. Such need for product and services is to be determined by the School Board and its agents in their sole discretion. A thirty (30) day notice will be provided if there is no longer a need for services to be provided.

ARTICLE 8 – Payment to Subcontractors

- 8.1 **Work Performed by Subcontractor.** The VENDOR shall take one of the two following actions within seven (7) days after receipt of amounts paid to the VENDOR by the School Board for work performed by the subcontractor under that contract:
- a. Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under that contract; or,
 - b. Notify the School Board and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- 8.2 Interest to Subcontractors.** The VENDOR shall pay interest to the subcontractor on all amounts owed by the VENDOR that remain unpaid after seven (7) days following receipt by the VENDOR of payment from the School Board for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 8.1(b) above.
- 8.3 Interest Rate.** Interest on any amounts unpaid and owing to the VENDOR after forty-five (45) days shall accrue at the rate of one percent (1%) per month.
- 8.4 Contract Provision for Subcontractors.** The VENDOR shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 8.5 VENDOR Responsible for Interest to Subcontractor.** The VENDOR's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the School Board.

ARTICLE 9 – Miscellaneous Provisions

- 9.1 Relationship of Parties.** The School Board and the VENDOR shall not be construed to be partners or joint venturers, nor shall the relationship of the parties be construed as principal and agent, master and servant, or employer and employee for any purposes whatsoever.
- 9.2 Licenses and Permits.** The VENDOR shall give the proper authorities all requisite notice relating to the work and obtain all official permits and licenses required for the prosecution of any work required by this Contract.
- 9.3 Indemnity.** The VENDOR agrees to indemnify, defend and hold harmless the School Board from and against all liabilities, costs and expenses resulting from claims, demands and causes of action brought against School Board as it relates to VENDOR's errors, omissions, or negligent acts in its performance of services under this Contract, or as it relates to VENDOR's negligent lack of performance under this Contract. Under no circumstances shall the School Board be responsible for incidental or consequential damages. The VENDOR expressly agrees to indemnify the School Board for any claims arising out of the VENDOR's failure to compensate its employees.
- 9.4 Binding Effect.** This Contract shall inure to the benefit of and shall be binding upon the VENDOR and School Board and their respective successors and assignees.
- 9.5 Assignment.** The VENDOR may not assign this Contract or any rights hereunder without the express written consent of the School Board.
- 9.6 Force Majeure.** Neither party shall be liable for failure to perform its obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, war, weather and energy related closings, governmental rules or regulations or like causes beyond the reasonable control of such party, or for real or

personal property destroyed or damaged due to such cause(s). In the event any facility of the School Board is unavailable for Services to be performed due to any of the above reasons, then the compensation to the VENDOR under this Contract shall be proportionately reduced.

- 9.7 Venue and Governing Law.** This Contract will be construed in accordance with the laws of the Commonwealth of Virginia without regard to Virginia's conflicts of law provisions. Jurisdiction and venue for any claim or cause of action arising under this Contract shall be exclusively in the federal or state courts of Virginia of the County of Mecklenburg.
- 9.8 Severability.** If any term or provision of this Contract shall to any extent or for any reason be invalid or unenforceable, each remaining term of this Contract shall be valid and enforceable to the extent allowed by law.
- 9.9 Insolvency.** In addition to all other rights herein, either party may terminate this Contract without prior notice should the other party become insolvent, voluntarily file for bankruptcy, receivership, or make any assignment for the benefit of creditors, or should the other party have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding suit or action is not dismissed within thirty (30) days.
- 9.10 Notice.** All notices, requests, demands, and elections under the contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or three (3) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To: Mecklenburg County Public Schools
Attention: Brian Dalton
P. O. Box 190
175 Mayfield Drive
Boydton, VA 23917
Fax: 434-738-6679

To Successful Offeror: Manager as defined in successful Offeror proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

- 9.11 Scope of Contract.** All exhibits attached to this Contract are specifically incorporated herein by reference. This Contract, along with the RFB and the proposal, contains the entire understanding and Contract of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein. Notwithstanding the foregoing, the VENDOR's Proposal in response to the RFB is specifically incorporated herein by reference. In the event of a conflict between this Contract and such Proposal,

the higher standard contained in this Contract or Proposal shall control. This Contract was prepared through the joint efforts of the parties and shall not be construed against either party as its author.

- 9.12 **Amendment.** This Contract may not be amended or changed other than by an addendum in writing executed by the parties.
- 9.13 **Execution.** This Contract may be executed in multiple counterparts, any of which may be considered an original. Any fully executed and acknowledged telephone facsimile, photograph, electronic or other copy of this document shall be considered an original.
- 9.14 **Taxes.** The School Board shall not be liable for the payment of any taxes levied by the local, state or federal government against the VENDOR, and all such taxes shall be paid by the VENDOR; provided, however, should the School Board nevertheless pay any such taxes, the VENDOR shall reimburse the School Board therefore. Upon request, the VENDOR shall provide the School Board with evidence of payment of such taxes.
- 9.15 **Faith-Based Organizations.** The VENDOR shall not discriminate against faith-based organizations pursuant to provisions of Section 2.2-4343.1 of the Virginia Code. Mecklenburg County Public Schools does not discriminate against faith-based organizations pursuant to provisions of Section 2.2-4343.1 of the Virginia Code.

WHEREFORE, the parties have executed this Contract and made same effective as of the day and year first written above.

APPROVED:

By: _____
Vendor

By: _____
Chairman, Mecklenburg County School Board

Vendor Title: _____

Date

Date

Attest: _____

Approved as to form: _____

EXHIBIT A
CERTIFICATION
OF
CRIMES AGAINST CHILDREN

VENDOR acknowledges that the implementation of this Contract requires VENDOR's employees or other persons within VENDOR's control to have direct contact with Mecklenburg County Public Schools' students. Therefore, VENDOR hereby certifies that neither VENDOR, VENDOR's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

VENDOR understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the Contract to provide such services and, when relevant, the revocation of any license required to provide such services. Mecklenburg County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

- NO
- YES (please explain) _____

VENDOR _____
Date

By: _____

Name: _____

Title: _____

EXHIBIT B

**CERTIFICATION OF
INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND
MECKLENBURG COUNTY PUBLIC SCHOOLS EMPLOYEES**

VENDOR hereby certifies that neither VENDOR, nor any of VENDOR's officers, directors, or executive employees maintains a financial or familial relationship with any person acting for, or employed by, the School Board for Mecklenburg County Public Schools (the "School Board").

To that extent that such relationships exist, VENDOR shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

- Neither VENDOR nor its officers, directors, or executive employees maintains a financial or familial relationship with any person acting for, or employed by, the School Board or Mecklenburg County Public Schools.
- The following individuals currently maintain a financial relationship with VENDOR:

School Board Employee's Name: _____
Position with School: _____
Nature of Relationship: _____

The following individuals currently maintain a familial relationship with VENDOR:

School Board Employee's Name: _____
Position with School: _____
Nature of Relationship: _____

VENDOR Date

By: _____

Name: _____

Title: _____