



COUNTY OF ROANOKE

FINANCE DEPARTMENT

PURCHASING DIVISION

Dawn M. Rago
Buyer

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September 12, 2017

INVITATION FOR BID

#2018-020

Maintenance & Inspection of Sprinkler Systems for Fire Protection

One (1) Original, Four (4) Complete Copies, and One Electronic Copy (USB) Preferred
of Sealed Bids Due:

September 27, 2017
2:00 PM
(Local Prevailing Time)

INVITATION FOR BID #2018-020
Maintenance & Inspection of Sprinkler Systems for Fire Protection

PURPOSE

The purpose of this Invitation for Bid (IFB) is the procurement of a qualified Bidder to provide maintenance and inspection of sprinkler systems for the County of Roanoke and Roanoke County Public Schools at various locations. The County will review each Bid and may elect to issue separate awards to the lowest responsive and responsible Bidders for such locations on a per option basis or any combination thereof that might be in the best interest of the County. A Bidder may submit a bid for one or more or all options listed on the Bid Form. The County of Roanoke invites any qualified Bidder to respond to this IFB by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth. **The County reserves the right to award to multiple Bidders.**

SERVICES AND/OR ITEMS REQUIRED

A description and/or listing of the services and/or items that the Successful Bidder [the term "Successful Bidder" includes all Bidders to whom an award may be made] will be required to provide to the County under this IFB are those that are set forth below in the Bid Form and/or referred to in any way in any terms and conditions and/or attachments referred to this IFB. Each Bidder should carefully read and review all such documents.

1. Successful Bidder shall be familiar with inspection test and maintenance standards for fire suppression sprinkler systems.
2. Inspection of sprinkler systems shall be conducted on a semi-annual basis and in accordance with NFPA 13, Chapter 10 "Standard for Sprinkler System Maintenance" which requires that maintenance be conducted in accordance with NFPA 25 "Standard for Inspection Test and Maintenance".
3. All work completed (inspections, maintenance, repairs, etc.) must be done in accordance with all local and state code requirements. Proper certification/licensing must be in force for the Successful Bidder and employees performing the work. All work shall be performed by competently trained and certified technicians directly employed or supervised by the Successful Bidder.
4. The Successful Bidder shall furnish all labor, tools and equipment necessary to provide inspections, maintenance and repairs on the fire sprinkler systems at the Roanoke County and/or Roanoke County Public Schools facilities listed on the Facility List (Attachment B to this IFB).
5. Maintenance shall be required on an as needed basis and should be quoted as an hourly rate plus material cost. Maintenance shall include those services required to maintain the fire sprinkler systems at the maximum performance and reliability levels in accordance with manufacturer's specifications and recommendations.
6. Changes or moving of existing sprinkler systems due to remodeling, maintenance, or upgrades can be handled under any resultant Contract using the maintenance rate up to but not to exceed \$5,000.00. This however, will not be an exclusive contract, and the County/Schools reserve the right to bid out any project as deemed in the best interest of the County/Schools.
7. Schedules and access arrangements for inspections shall be developed with the Successful Bidder.

8. Following each fire sprinkler system inspection, the Successful Bidder shall provide the County and/or Roanoke County Public Schools with a detailed inspection report.
9. Should any resultant Contract be awarded to one Bidder, the Successful Bidder must be able to invoice the County and School Board separately for work performed at their respective sites.
10. Repair Services: The Successful Bidder shall replace worn or defective parts and/or components as deemed necessary at the time of the inspection. The Successful Bidder shall obtain prior written approval by the County or Roanoke County Public Schools before proceeding with the replacement or repairs. Parts or components must be of the same quality as the original manufacturer. The Successful Bidder shall guarantee all parts and workmanship for a period of ninety (90) days or the manufacturer's warranty period, whichever is longer. Labor to remove and replace parts and/or components shall be billed at the hourly rate indicated on the Bid Form. The Successful Bidder shall invoice for parts and/or components at their current published list price less discount offered in any resultant Contract. Labor shall be calculated as follows:
 - A. The Successful Bidder shall include all cost of supervision, overhead, profit, travel time, insurance, etc. in the hourly rate figure. Bidder may not charge separately for travel costs.
 - B. Time will begin when arriving at the job site and end when leaving the job site.
 - C. Regular time will be the normal County's business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday, unless otherwise authorized by the County and Schools.
 - D. Overtime shall be work done at times other than normal business hours.
11. Emergency Service: The Successful Bidder shall provide emergency service on fire sprinkler systems as needed and requested by the County and Schools. Emergency service shall be provided 24 hours per day, seven days per week, including holidays. Service personnel shall respond at the site within four hours after receiving the emergency call. The Successful Bidder shall invoice for replacement parts and/or components using the current published list price less discount offered in any resultant Contract. Labor shall be calculated as stated in the pricing schedule.

TERM OF CONTRACT

- A. The term of any resultant Contract will be for one (1) year, at which time it will terminate, unless sooner terminated pursuant to the term of the Contract or by law or unless renewed as set forth in such Contract. Upon the mutual agreement of the parties, the Contract may be renewed for up to four (4) additional one (1) year periods or any combination thereof.
- B. All terms and conditions shall remain in force for the term of the Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of the Contract. Prices for any renewal periods will be subject to the mutual agreement of both parties.

SUBMISSION OF THE BID

One (1) original, four (4) complete copy and, one (1) electronic copy (USB) preferred, of the sealed bid will be received at and until **3:00 p.m. (local prevailing time), on September 27, 2017 at 2:00 PM** only in the Roanoke County Purchasing Office at 5204 Bernard Drive, Suite 300-F, Roanoke VA 24018, at which time they will be opened and publicly read aloud. Any response received after that time and/or date will be returned to the bidder unopened. Your response and pricing should be submitted in a sealed envelope/package, clearly marked as follows "**IFB # 2018-020 Maintenance & Inspection of Sprinkler Systems for Fire Protection**".

As this is a formal request for bid, no faxed bid will be accepted. Once an award has been made, all bids will become public information. If your bid contains proprietary information, please list that information on the Notice of Proprietary Information section contained in this bid document.

FOR QUESTIONS REGARDING THE BID, PLEASE CONTACT:

Dawn M. Rago, Buyer
5204 Bernard Dr, SW, Suite 300F; Roanoke, VA 24018
Telephone: 540-283-8150 Fax: 540-561-2827
Email: drago@roanokecountyva.gov

If you would like to visit a specific location, please do that by appointment. Call Dawn M. Rago at the above number and make an appointment.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

READ CAREFULLY - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS INVITATION AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A BIDDER

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used, it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

SUBMISSION AND RECEIPT OF BIDS:

- (a) To be considered, all bids must be delivered in a sealed envelope, clearly marked with the words "BID DOCUMENTS", bid number and the name of the item being bid and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the bid opening. Failure to timely submit such bid shall disqualify the Bidder and such bid will be returned to the Bidder unopened. NO FAXED BIDS WILL BE ACCEPTED.
- (b) Unless otherwise specified, Bidders must use the invitation to bid form furnished by the County. Failure to do so shall be grounds for rejection of the bid.
- (c) Bids having any erasures or corrections must be initialed in ink by the Bidder. An authorized officer of the company must sign bids in ink. Such authorization shall be a part of the bid document. All bids must either be typewritten or printed in ink.
- (d) The original copy of the bid must not be permanently bound and one (1) USB electronic copy is preferred.

ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:

All vendors interested in notifications for bids, proposals, addendums, bid tabulations, and awards must sign up in "**Notify Me**" on our website at www.RoanokeCountyVA.gov/purchasing. This system requires only an email and/or phone number for text messages (if your phone is capable) and your choice of commodity/service categories.

Although **Notify Me** will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, bulletin board, published in the local newspaper, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 283-8050.

PRICES TO BE FIRM:

The Bidder warrants, by virtue of bidding, that the prices, terms and conditions quoted in his bid will be firm for a period of 60 days from the date of the bid opening.

NET 30 (excluding prepayment discounts) after receipt of invoice. Price should include shipping.

INVOICES:

The Contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All Contractors need to be properly registered as a *payment* vendor for the County in order to receive payment. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of bids/rfps.

PERFORMANCE BOND:

At the time of or prior to the execution of the contract, the County reserves the right to require the Bidder or Contractor to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

DELIVERY POINT:

Unless otherwise indicated, all items shall be delivered F.O.B. with destination and delivery charges included in the bid price. F.O.B. destination is interpreted to mean unloading and placing in the building or area as directed by the County.

CASH DISCOUNTS:

In determining the award of a bid, cash discounts for prompt payment may be considered. Discount time period computation shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

BRAND NAMES:

When a brand name appears in the specifications, it is solely for the purpose of establishing a grade or quality of material. The County does not wish to rule out other brands or manufacturers; therefore, the words "EQUIVALENT TO" are automatically included. However, if a product other than that specified is bid, it is the vendor's responsibility to prove to the County that said product is equivalent to that specified in the bid.

QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be of the best quality available.

ACCEPTANCE OF MATERIAL:

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS:

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY:

Time is of the essence for delivery of any items, products or service procured as a result of this bid. If delivery is not made at the time specified on the Invitation to Bid form, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

DEFAULT PROVISION:

In case of default by the Contractor, the County shall have the sole discretion to procure the articles or services from other sources. The defaulting Contractor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other security.

PRICING:

In the event of discrepancy between the total pricing and unit prices, the County in its sole discretion, shall determine the bid price.

Negotiation with lowest responsible Bidder: The County of Roanoke reserves the right to negotiate with the lowest responsible Bidder if the low bid exceeds available funds. This provision will be used in accordance with County Code Chapter 17 (Ord. No. 3350, S2-30, 12-14-82). State Code 2.2.4318.

COPYRIGHTS OR PATENT RIGHTS:

The Bidder warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this bid. The Bidder agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

FEES INCLUDED IN BID PRICE:

Submitted bids shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

TAX EXEMPTION:

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY:

The County of Roanoke reserves the right to request from the Bidder, a separate manufacturer's certification of all statements made in the bid. The County may request any or all Bidders to furnish proof of experience, ability and financial standing.

SIGNED BID CONSIDERED AN OFFER:

THIS INVITATION TO BID MUST BE SIGNED AS HEREIN PROVIDED. Submission of this signed invitation shall be considered an offer by the Bidder or Contractor to sell the items or services as required in the specifications. All bids are subject to approval by the County Board of Supervisors. In the case of default by the Bidder or Contractor after acceptance of a bid, the County of Roanoke may take such action, as it deems appropriate, including forfeiture of any and all bonds or other security and legal action for damages or specific performance.

NO BID:

To insure that your name remains on our bid listing, should you desire not to bid on a particular project, return the completed bid package marked with the words "NO BID". Failure to return to the County a bid or "NO BID" may cause your name to be removed from our listing.

COMPLIANCE WITH LAWS:

The Bidder is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA:

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

ACCEPTANCE OR REJECTION OF BIDS:

The County of Roanoke reserves the right to accept or reject any or all bids/offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to bid award.

RULING LAW:

This invitation to bid and any contract executed pursuant hereto of which this invitation shall be an internal part shall be governed, controlled and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS:

During the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefits and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

SPECIAL INSTRUCTIONS:

ANTITRUST:

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

ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the Contractor in whole or in part without the written consent of Roanoke County.

AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing this bid, the Bidder certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

ANTI-COLLUSION CERTIFICATION:

By my signature on the face of this bid, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.

KICKBACKS:

I certify and warrant that by my signature on this solicitation, neither I nor the Bidder for whom I am authorized to act has offered or received any kickback from any other Bidder, supplier, manufacturer, or Subcontractor in connection with bid on this contract, Subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or

receive any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT:

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION:

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

The County cannot legally agree to any clause indemnifying the Contractor from any damages arising out of the contract or holding the Contractor harmless. The submission of a bid or proposal means that the Contractor agrees not to request such language in the resulting contract.

CONTRACT:

Any contract resulting from his bid shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Invitation for Bid, together with the Bidders response, which consists of this document, the Price Schedule and other bid documents attached hereto or submitted with this document.

DRUG-FREE WORKPLACE:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the

Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

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

contract.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT:

Prior to awarding a contract for the provision of services that require the Contractor or his employees to have direct contact with students, the school board shall require the Contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. (§22.1-296.1 (C)).

CONTRACTORS FOR PRISONS AND JAIL FACILITIES:

Per Section 115.17 of the Prison Rape Elimination Act (PREA), agency shall not enlist the services of any Contractor, or his/her employee who may have had inappropriate contact with inmates such as:

- (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C 1997);
- (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse or has been civilly or administratively adjudicated of such.

All Contractors that may come in contact with inmates will be subject to a criminal background record check.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this procurement is being conducted in accordance with Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Successful Bidder, any resultant Contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Successful Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this procurement or from this procurement and in accordance with Virginia Code Section 2.2-4304. The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the INVITATION FOR BID shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Bidder must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Bid and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid.

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**NOTICE OF PROPRIETARY INFORMATION FORM
FOR IFB # 2018-020**
Maintenance & Inspection of Sprinkler Systems for Fire Protection

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B. This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C. This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from Contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).

INVITATION FOR BID #2018-020
Maintenance & Inspection of Sprinkler Systems for Fire Protection
BID/SIGNATURE FORM

In compliance with this Invitation for Bid and subject to all conditions thereof, the undersigned offers and agrees to provide all equipment, labor, and material necessary to execute and complete the work required for the project in accordance with the Services and/or Items required, General Terms and Conditions, and Special Terms and Conditions.

1. OPTION 1 – COUNTY LOCATIONS

| Inspections | | | |
|---|---------------------------|------------|----------------|
| Location | # of Inspections Per Year | Unit Price | Extended Price |
| Roanoke County Courthouse | 2 | \$ _____ | \$ _____ |
| Court Services Building | 2 | \$ _____ | \$ _____ |
| Roanoke County Administration Center | 2 | \$ _____ | \$ _____ |
| Roanoke County Public Service Center | 2 | \$ _____ | \$ _____ |
| South County Library | 2 | \$ _____ | \$ _____ |
| Fleet Services Center | 2 | \$ _____ | \$ _____ |
| Public Safety Fire Station 1 | 2 | \$ _____ | \$ _____ |
| Read Mountain Fire Station | 2 | \$ _____ | \$ _____ |
| Roanoke Regional Fire Training Center | 2 | \$ _____ | \$ _____ |
| Glenvar Branch Library | 2 | \$ _____ | \$ _____ |
| Social Services Building | 2 | \$ _____ | \$ _____ |
| Vinton Branch Library | 2 | \$ _____ | \$ _____ |
| Green Ridge Recreation Center | 2 | \$ _____ | \$ _____ |
| TOTAL | | | \$ _____ |
| Maintenance & Repair Hourly Rate | | | |
| Regular Hourly Rate | | \$ _____ | |
| O/T (Overtime) Hourly Rate | | \$ _____ | |
| Parts Cost (% off list) | | \$ _____ | |

2. OPTION 2 – ROANOKE COUNTY PUBLIC SCHOOLS LOCATIONS

| Inspections | | | |
|----------------------------------|---------------------------|------------|----------------|
| Location | # of Inspections Per Year | Unit Price | Extended Price |
| Back Creek Elementary School | 2 | \$_____ | \$_____ |
| Bent Mountain Elementary School | 2 | \$_____ | \$_____ |
| Bonsack Elementary School | 2 | \$_____ | \$_____ |
| Burlington Elementary School | 2 | \$_____ | \$_____ |
| Clearbrook Elementary School | 2 | \$_____ | \$_____ |
| Oak Grove Elementary School | 2 | \$_____ | \$_____ |
| Herman L. Horn Elementary School | 2 | \$_____ | \$_____ |
| Mountain View Elementary School | 2 | \$_____ | \$_____ |
| Glenvar Middle School | 2 | \$_____ | \$_____ |
| Northside Middle School | 2 | \$_____ | \$_____ |
| William Byrd Middle School | 2 | \$_____ | \$_____ |
| Cave Spring High School | 2 | \$_____ | \$_____ |
| Hidden Valley High School | 2 | \$_____ | \$_____ |
| William Byrd High School | 2 | \$_____ | \$_____ |
| Northside High School | 2 | \$_____ | \$_____ |
| TOTAL | | | \$_____ |
| Maintenance & Repair Hourly Rate | | | |
| Regular Hourly Rate | \$_____ | | |
| O/T (Overtime) Hourly Rate | \$_____ | | |
| Parts Cost (% off list) | \$_____ | | |

The County will review each Bid and may elect to issue separate awards to the lowest responsive and responsible Bidders for such locations on a per option basis or any combination thereof that might be in the best interest of the County. A Bidder may submit a bid for one or more or all options listed on the Bid Form. **The County reserves the right to award to multiple Bidders**

My signature certifies that the bid as submitted complies with all Terms and Conditions as set forth in IFB # 2018-020.

My signature also certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Roanoke. I hereby certify that I am authorized to sign as a Representative for the Firm:

Firm Name _____

Address _____

FEIN _____ PHONE _____

FAX _____ EMAIL _____

VA Contractor License # (if applicable) _____

State Corporation Commission # _____

Roanoke County Business License # _____

Authorized Signature _____

Name/Title (please type or print) _____

ATTACHMENT A TO
IFB # 2018-020
Maintenance & Inspection of Sprinkler Systems for Fire Protection

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are part of any resultant Contract:

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 otherwise required by the Contract.

SECTION 2. 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 3. 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 4. 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 Contractor completes the Work and it is approved and accepted by the County.

SECTION 5. 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 County.

SECTION 6. DEFECTIVE WORK.

The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the County, any work, material, equipment, or part that is found, by the County, to be defective and/or not in accordance with the Contract.

SECTION 7. CORRECTION OF DEFECTS.

If the Contractor, after notice, fails to proceed promptly to correct any defects or defective Work, the County may have the defects or defective Work corrected by the County or another entity and the Contractor shall be liable for all costs and expenses incurred in doing so.

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IFB # 2018-020
Maintenance & Inspection of Sprinkler Systems for Fire Protection

FACILITY LIST WITH ADDRESSES

1. Roanoke County Facility Locations

| LOCATION | ADDRESS |
|--|---|
| Roanoke County Courthouse | 305 East Main Street, Salem, Virginia 24153 |
| Roanoke County Court Services Building | 400 East Main Street, Salem, Virginia 24153 |
| Roanoke County Administration Center | 5204 Bernard Drive, Roanoke, Virginia 24018 |
| Roanoke County Public Service Center | 1206 Kessler Mill Road, Salem, Virginia 24153 |
| South County Library | 6303 Merriman Road, Roanoke, Virginia 24018 |
| Fleet Service Center | 5235 Hollins Road, Hollins, Virginia 24019 |
| Public Safety Fire Center | 150 Hershberger Road, Roanoke, Virginia 24019 |
| Read Mountain Fire Station | 43 East Park Drive, Roanoke, Virginia 24019 |
| Roanoke Regional Fire Training Center | 1220 Kessler Mill Road, Salem, Virginia 24153 |
| Glenvar Branch Library | 3917 Daugherty Road, Salem, Virginia 24153 |
| Social Services Building – Anticipated completion 09/15/2015. | 220 E. Main Street, Salem, Virginia 24153 |
| Vinton Branch Library – Anticipated completion 11/15/2015. | 300 South Pollard Street, Vinton, Virginia |
| Green Ridge Recreation Center – Location shall be invoiced separately from other County Locations. | 7415 Wood Haven Road, Roanoke, Virginia 24019 |

2. Roanoke County Public Schools Facility Locations

| LOCATION | ADDRESS |
|----------------------------------|--|
| Back Creek Elementary School | 7130 Bent Mountain Road, Roanoke, Virginia |
| Bent Mountain Elementary School | 10148 Tinsley Lane, Bent Mountain, Virginia |
| Bonsack Elementary School | 5437 Crumpacker Drive, Roanoke, Virginia |
| Burlington Elementary School | 6533 Peters Creek Road, Roanoke, Virginia |
| Clearbrook Elementary School | 5205 Franklin Road, Roanoke, Virginia |
| Oak Grove Elementary School | 5005 Grandin Road Ext, Roanoke, Virginia |
| Herman L. Horn Elementary School | 1002 Ruddell Road, Vinton, Virginia |
| Mountain View Elementary School | 5901 Plantation Circle, Roanoke, Virginia |
| Glenvar Middle School | 4555 Malus Drive, Salem, Virginia |
| Northside Middle School | 6810 Northside High School Road, Roanoke, Virginia |
| William Byrd Middle School | 2910 Washington Avenue, Vinton, Virginia |
| Cave Spring High School | 3712 Chaparral Drive, Roanoke, Virginia |
| Hidden Valley High School | 5000 Titan Trail, Roanoke, Virginia |
| William Byrd High School | 2902 Washington Avenue, Vinton, Virginia |
| Northside High School | 6758 Northside High School Road, Roanoke, Virginia |

Price List

In compliance with this Invitation for Bid and subject to all conditions thereof, the undersigned offers and agrees to provide all equipment, labor, and material necessary to execute and complete the work required for the project in accordance with the Services and/or Items required, General Terms and Conditions, and Special Terms and Conditions.

1. OPTION 1 – COUNTY LOCATIONS

| Inspections | | | |
|--|--------------------------------------|-------------------|-----------------------|
| Location | # of Inspections Per Year | Unit Price | Extended Price |
| Roanoke County Courthouse | 2 | \$ _____ | \$ _____ |
| Court Services Building | 2 | \$ _____ | \$ _____ |
| Roanoke County Administration Center | 2 | \$ _____ | \$ _____ |
| Roanoke County Public Service Center | 2 | \$ _____ | \$ _____ |
| South County Library | 2 | \$ _____ | \$ _____ |
| Fleet Services Center | 2 | \$ _____ | \$ _____ |
| North County Fire & Rescue Station | 2 | \$ _____ | \$ _____ |
| Read Mountain Fire Station | 2 | \$ _____ | \$ _____ |
| Roanoke Regional Fire Training Center | 2 | \$ _____ | \$ _____ |
| Glenvar Branch Library | 2 | \$ _____ | \$ _____ |
| Green Ridge Recreation Center (Invoice Separate) | 2 | \$ _____ | \$ _____ |
| TOTAL | | | \$ _____ |
| Maintenance & Repair Hourly Rate | | | |
| Regular Hourly Rate | | \$ _____ | |
| O/T (Overtime) Hourly Rate | | \$ _____ | |
| Parts Cost (% off list) | | \$ _____ | |

OPTION 2 – ROANOKE COUNTY PUBLIC SCHOOLS LOCATIONS

| Inspections | | | |
|---|--------------------------------------|-------------------|-----------------------|
| Location | # of Inspections Per Year | Unit Price | Extended Price |
| Back Creek Elementary School | 2 | \$_____ | \$_____ |
| Bent Mountain Elementary School | 2 | \$_____ | \$_____ |
| Bonsack Elementary School | 2 | \$_____ | \$_____ |
| Burlington Elementary School | 2 | \$_____ | \$_____ |
| Clearbrook Elementary School | 2 | \$_____ | \$_____ |
| Oak Grove Elementary School | 2 | \$_____ | \$_____ |
| Herman L. Horn Elementary School | 2 | \$_____ | \$_____ |
| Mason's Cove Elementary School | 2 | \$_____ | \$_____ |
| Mountain View Elementary School | 2 | \$_____ | \$_____ |
| Cave Spring Middle School | 2 | \$_____ | \$_____ |
| Glenvar Middle School | 2 | \$_____ | \$_____ |
| Northside Middle School | 2 | \$_____ | \$_____ |
| William Byrd Middle School | 2 | \$_____ | \$_____ |
| Cave Spring High School | 2 | \$_____ | \$_____ |
| Hidden Valley High School | 2 | \$_____ | \$_____ |
| William Byrd High School | 2 | \$_____ | \$_____ |
| Northside High School | 2 | \$_____ | \$_____ |
| TOTAL | | | \$_____ |
| Maintenance & Repair Hourly Rate | | | |
| Regular Hourly Rate | | \$_____ | |
| O/T (Overtime) Hourly Rate | | \$_____ | |
| Parts Cost (% off list) | | \$_____ | |

