TOWN OF WARRENTON, VIRGINIA

INVITATION FOR BID – MOWING AND TRIMMING – PARKS AND RECREATION

IFB Number: # 10-010 **Closing Date: March 2, 2010 at 2:00 PM**

ALL BIDS MUST BE RECEIVED BY THE CLOSING DATE AND TIME TO BE CONSIDERED

One (1) original and (2) copies of each bid, including any attachment, shall be mailed or delivered to:

Town of Warrenton
Purchasing Agent
18 Court Street
Warrenton, Virginia 20186

All inquiries for information regarding procurement procedures, selection criteria, bid submission requirements, or other fiscal/administrative concerns shall be directed to:

Purchasing Agent
18 Court Street
Warrenton, VA 20186

Phone: 540-347-1102
Fax: 540-349-2414
e-mail staff@warrentonva.gov

For technical information relating to this IFB, please contact:

Margaret Rice
Assistant Director, Parks and Recreation
800 Waterloo Road
Warrenton, VA 20186

Phone: 540-349-2520
Fax: 540-349-2945
e-mail: mrice@warrentonva.gov

In compliance with this Invitation for Bid and all the conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed bid or as mutually agreed upon by subsequent negotiations.

Name and Address: _____ Phone #:_____

_____ Fax #:_____

_____ Date: _____

Submitted by:_____ FEIN/SSN: _____
PRINTED NAME

_____
SIGNATURE

CERTIFICATION PAGE

RETURN THIS PAGE WITH BID SUBMISSION

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The Town of Warrenton is accepting bids from qualified contractors for the purpose of mowing and trimming at various Town parks and recreational facilities. Areas are as follows:

1. Eva Walker Park – Mow and trim entire area of park. Trim around fence line, light poles, bleachers, picnic tables, playground, basketball court, gazebo, and stairs.
2. Warrenton Aquatic and Recreation Facility - Mow and trim area directly in front of and to the rear of the Recreation Center complex from Rt. 211 to Old Waterloo Road, from tree line to creek bed on the west. Mow and trim around all trees and back of curb. Remove all trimmings from sidewalks and roadways.
3. Gold Cup Park – Mow and trim immediate park area on both sides of walking path from behind curb to fence line. Trim around all trees, playground equipment, and behind curb.
4. Academy Hill Park – Mow and trim entire area of park. Trim around fence line, light poles, bleachers, picnic table, and other park amenities.
5. Rady Park (Town section only) – Mow and trim Town section (6.9 acres) including all playing fields. Trim around all trees, playground equipment, fence lines, gazebo, light poles, bleachers, picnic tables, and other park amenities.

The following Special Terms and Conditions shall govern this purchase:

1. A list of Specifications for Annual Mowing and Trimming is attached as Exhibit A.

2. There will be a mandatory Pre-Bid meeting at the Warrenton Aquatic and Recreation Facility at 800 Waterloo Road at 9:00 AM on February 22, 2010. A site visit will be conducted immediately following the pre-bid meeting.

3. The contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

   The contractor shall provide a certificate of insurance naming the Town of Warrenton as additional insured and, if requested, a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.

   The Contractor shall maintain limits no less than:

   Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall

apply separately to this project and the general aggregate shall be twice the required occurrence limit.

Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

Workers' Compensation and Employers Liability: Workers' Compensation as required by the Code of the Commonwealth of Virginia and Employers Liability with limits of $1,000,000 per accident.

4. All bids must be placed on the enclosed Bid Sheet to be considered responsive.

5. Payment terms are net, 30 days from date of invoice approval by the Assistant Director, Parks and Recreation, whichever is later.

6. The successful contractor will receive a purchase order with the Town of Warrenton.

7. Prior to submitting the bid, prospective contractors are required to attend a site visitation at the mentioned locations on February 22, 2010.

8. All bids are good (60) days from the bid opening date.

9. The Town reserves the right to increase/decrease the quantities on the contract.

10. The contractor shall be responsible for keeping the roadways and sidewalks adjacent to the work area clean and free of debris.

11. The General Terms & Conditions as attached as Exhibit G shall apply to this bid.

12. Contractor shall provide the Town of Warrenton with three business references.

ALL BIDS MUST BE SIGNED AND SEALED IN AN ENVELOPE PLAINLY MARKED ON THE OUTSIDE, "SEALED BID #10-010 MOWING AND TRIMMING SERVICES FOR PARKS & RECREATION TO BE OPENED March 2, 2010 AT 2:00 P.M.", and shall be forwarded to the purchasing agent at 18 Court Street, Warrenton, VA 20186. Bids received after the deadline will be returned to the bidder unopened.

Bids shall be opened and read aloud by the Purchasing Agent at the appointed hour and date in the presence of the Parks and Recreation Assistant Director, or her designee and such of the bidders or members of the public as choose to attend.

The Town reserves the right to reject any and all bids and waive all formalities. In the event the Town Manager chooses to reject all bids, the Town will re-advertise or make the purchase on the open market. The Town, through its duly adopted policies, may reject any or all bids.

The Town of Warrenton does not discriminate on the basis of handicapped status in admission or access to its programs and activities. Accommodations will be made for handicapped persons upon prior requests.

TOWN OF WARRENTON, VIRGINIA

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EXHIBIT A – SPECIFICATIONS FOR MOWING AND TRIMMING

1. **Scope of Work**:
The contractor shall provide all equipment and qualified personnel to perform lawn maintenance services including but not limited to mowing, string-trimming, edging and bush-hogging, in accordance with all specifications, terms and conditions specified herein and attached hereto. This contract will be utilized primarily by the Parks & Recreation Department for the Town of Warrenton. The Owner reserves the right to add or delete related item requirements during the term of the contract, at the unit prices specified in the resulting contract.

2. **General Requirements:** The Contractor shall mow weekly unless otherwise specified by the type of lawn maintenance required. Prior to each mowing operation, the Contractor shall clean trash and debris from all areas to be mowed and remove from Owner sites to ensure clean mowing conditions and preserve Contractor equipment. The Contractor is not required to empty Owner trash receptacles as part of the pre-mowing procedure. The Contractor shall collect and remove all heavy, noticeable grass clippings from Owner sites within twenty-four (24) hours of mowing. Light clippings shall be left undisturbed. The Contractor shall mechanically edge all asphalt paths, concrete sidewalks and curbs, and courts at each site monthly, cutting encroaching grass and hauling debris away upon completion. The Contractor shall string trim all fences and bleachers/benches as needed to maintain an attractive, even finished appearance to all sites. The Contractor shall mow and trim sites in such a manner to avoid bumping, girdling, and/or causing any other damage to trees, shrubs, plants, fences, especially vinyl coated fences. The Contractor shall not mow under conditions wet enough to result in damage to turf or unsafe mowing conditions for the Contractor.

3. **Contractor Equipment:** The Contractor shall provide all equipment and fuel to perform lawn maintenance services, including but not limited to, riding and push mowers, string trimmers, edgers, sweepers, and bush-hogging equipment. All mowing equipment shall be equipped with turf tires to avoid excessive marking of Owner turf. The Contractor shall keep all mower blades sharpened to provide a smooth, clean cut. The Contractor shall keep tires/larger pieces of equipment off blacktop and court areas to prevent unsightly marks. The Contractor shall not use any chemicals in the lawn maintenance process unless written approval has been granted by Owner representative(s). The Contractor shall provide a completed Equipment List, as part of the Contractor Data Sheet, indicating all pieces of equipment that shall be used to successfully complete the lawn maintenance tasks as outlined herein. All equipment provided on the Equipment List shall be in good working order, ready for use to perform the contract duties. Failure to provide this list may cause bidder to be declared non-responsive.

4. **Scheduling Services:** The Contractor shall notify the Assistant Director of Parks and Recreation of their presence on Owner site prior to commencing any mowing operation. Owner sites are publicly used properties; the Contractor shall take every precaution to insure the safety of the public during mowing operations. Prior to the beginning of the mowing season, Contractor shall furnish Owner representative(s) with a tentative schedule indicating dates, and locations for mowing, for the length of the mowing season. The Contractor shall notify the Owner representatives of any changes to this schedule.

4.1 **Mowing Season and Hours:** Contractor shall provide lawn maintenance services from approximately April 15th through October 15th, 2010, approximately twenty eight (28) weeks, with an option for renewal for a maximum of three additional terms. All contracts are subject to cancellation, at the sole discretion of the Town with thirty (30) days written notice for failure to perform. Contractor shall not provide services before or after this time unless authorized to do so by the Procurement Department through a purchase order modification/change order. Regular mowing shall take place between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and unless preempted by scheduled activities.

4.2 **Temporary Suspension of Lawn Maintenance:** Owner representatives will make every effort to inform Contractor of scheduled events that may hamper the lawn maintenance process. The Owner reserves the right to suspend mowing operations for any particular section of a site, if field use is restricted for any reason or for drought conditions, at no cost to the Owner. During any particular month when mowing may be restricted due to drought conditions, Contractor shall receive no less than one week's mowing cost; the Owner will notify the Contractor of drought condition restrictions. When either of these conditions occur, Contractor will be notified in writing, in the form of a purchase order modification/change order, when and if mowing operations are suspended.

5. **Section A. All Areas:** Areas require weekly finished mowing to all areas. The Contractor shall mow turf at a height of 1.75 -2.5 inches from the commencement of the mowing season through the end of the mowing season. Any changes to required mowing height shall be communicated to the Contractor by the Assistant Director, Parks and Recreation. The Contractor shall include in the pricing for this section, all weekly string trimming of fences, posts and benches/bleachers within this section, and monthly mechanical edging of all paved areas, walks and curbs within this section as necessary to provide a safe and attractive recreational area for the public.

Section B. Bush-hogging: The Contractor shall bush–hog areas designated by the Owner, according to the following requirements. All bush hogging shall be at a height of (4) inches with each cutting. Bidders shall indicate a price per acre for all bush hogging.

6. **Mandatory Site Inspection/Review of Aerial Maps:** All potential bidders shall have the opportunity to visit the various sites as listed, to collect further data in determining their ability to perform the services required. All bidders shall also have the opportunity and are strongly encouraged to review the aerial photos for each site by the date and at the location listed. No plea of ignorance of conditions that exist shall be the basis of additional compensation.

7. **Contract Administrator:** The successful administration of this contract will require close coordination of the Contractor and the Owner's representatives. Owner representatives for contract administration will be the Assistant Director of Parks and Recreation. Work shall be coordinated with the designated representative(s) identified on each purchase order. Unless otherwise authorized by the Owner, all work, including site access, shall be coordinated and scheduled with the designated Owner representatives. The Owner's representatives have the authority to monitor contract performance in accordance with the provisions of the contract. They shall report any problems or deviations observed which may violate the provisions of the contract to the Procurement Division. The Owner's representatives will determine the amount, quality, acceptability and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made to the contract must be authorized by the Procurement Representative and issued as a written amendment to the Contract.

7. **Evaluation and Award:**

7.1 **Bid Prices:** Bidders shall price out each area based on the mowing required. The acreage provided is the closest possible representation of each site. Contractors shall provide bid pricing on a per-site basis using the acreage as a guideline. Bidder(s) shall provide the firm, fixed prices in the form of a per site charge for equipment and labor to provide the services as specified herein. Bidders shall provide pricing on a per-site basis as indicated on the bid-pricing sheet, and multiply by the seasonal mowing, to determine the extended season total for each site.

7.2 **Trimming Included in Mowing:** Bidders shall also provide the firm, fixed prices as specified on the bid-pricing sheet for the individual components of weekly mowing only per acre, and bush-hogging per acre. The Owner will utilize unit pricing for additions to the resulting contract by providing the Contractor with acreage and linear feet of trimming and edging required, with each addition.

7.3 **Method of Payment:** Contractor will be paid in accordance with invoice(s) submitted. Contractor shall submit a monthly statement which include the following: purchase order number, description which includes the following: purchase order number, description of services rendered including date and location of services, amount due per location, and total due. Invoices shall be submitted to Accounts Payable, Town of Warrenton, PO Drawer 341, Warrenton, Va. 20188. Owner will make payment within 30 days of approved invoice.

7.4 **Monthly Reporting Requirement:** Due to the largely unsupervised nature of this contract by the Owner, Contractor shall submit a monthly report with their monthly invoice, detailing dates and time spent at each site, and any suggestions for improvements or concerns regarding scheduling or other contract issues. Failure to submit this monthly report may result in delay of payment to the Contractor.

8. **Repairing Damages to Property:** In the event that Owner field surfaces, grounds, fences or equipment are damaged as a result of Contractor lawn maintenance operations, Contractor shall repair such damage to the Owner's satisfaction, at the Contractor's expense. The Contractor shall repair any damage within thirty days notification by the Owner. Failure to repair damages will result in deduction of payment,

based on fair and reasonable quotations for repairs as obtained by the Owner, from subsequent Contractor invoices.

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CONTRACTOR DATA SHEET - Page 1 of 2

1. QUALIFICATIONS OF BIDDER: Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: Years_____ Months_____.

3. REFERENCES: Indicate below a listing of at least three (3) recent or present contracts in which you have provided this type of work of the size and scope specified.

CONTACT PERSON

Client Name and Address	Phone Number	Period of Contract
_____	_____	_____
_____		
_____		
_____	_____	_____
_____		
_____		
_____	_____	_____
_____		
_____		
_____	_____	_____

Check Applicable Description:
Corporation__ Partnership__ Individual__ Joint Venture__ Other__

RETURN THIS PAGE AND THE FOLLOWING PAGE

4. **EQUIPMENT LIST:** Bidders shall provide, in the space provide below, a full list of all equipment they will use to fulfill the requirements of this solicitation. Please list type of equipment, manufacturer and model number, and age of equipment as indicated (for example, Qty. 2 string trimmers, Toro #5432, 3 years old). All equipment must be in good working order; listing equipment that is not in service may render the bidder as non-responsible.

Type of Equipment: Manufacturer/Model #: Age of Equipment:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

5. **POTENTIAL EMPLOYEES:** In the event you are awarded one or more sections of this contract, how many employees/laborers do you anticipate using to fulfill the requirements for the section awarded? (for example, “myself and two others” (or) “two-person crew” (or) “three person crew”).

Academy Hill Park _____
Rady Park _____
Eva Walker Park _____
Recreation Center _____
Gold Cup Park _____

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BID FORM

	Per Cut	#Cuts	Total Cost
Eva Walker Park	$ _____	28	$ _____
Warrenton Aquatic and Rec. Facility	$ _____	28	$ _____
Gold Cup Park	$ _____	28	$ _____
Academy Hill Park	$ _____	28	$ _____
Rady Park	$ _____	28	$ _____

TOTAL BID $ _____

_____
Company Name

_____ _____
Address Date

_____ _____
City, State, Zip Phone Number

_____ _____
Authorized Signature Fax Number

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EXHIBIT G

TOWN OF WARRENTON, VIRGINIA
GENERAL TERMS AND CONDITIONS - SERVICES

1. **MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Town form provided for that purpose shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive.

2. **PRECEDENCE OF TERMS:** In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

3. **CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the Department Head whose name appears on the face of the solicitation no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.

4. **TESTING/INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

5. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.

6. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the bidder/offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

7. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the bidder/offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

8. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the bidder/offeror in whole or in part without the written consent of the Town.

9. **ANTITRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it may now have 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 the Town of Warrenton under said contract.

10. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

11. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended. They must also conform to the American Disability Act of 1990 and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over $10,000, the provisions in A and B, below apply:

A. During the performance of this contract, the bidder/offeror agrees as follows:

The bidder/offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable and necessary to the normal operation of the bidder/offeror. The bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the bidder/offeror, will state that such bidder/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 requirements of this section.

B. The bidder/offeror will include the provisions of A. above in every subcontract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

12. **INDEMNIFICATION:** Bidder/offeror agrees to indemnify, defend, and hold harmless the Town of Warrenton, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, services or equipment of any kind or nature furnished by the bidder/offeror, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the bidder/offeror on the materials, goods

or equipment delivered. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

13. **DEBARMENT STATUS:** By submitting their bids/proposals, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

14. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The bidder/offeror shall comply with applicable federal, state and local laws and regulations.

15. **QUALIFICATIONS OF BIDDERS/OFFERORS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work/furnish the item(s) and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

16. **SAFETY:** All contractors and subcontractors performing services for the Town of Warrenton are required and shall comply with all Occupational Safety and Health Administration (OSHA) and any other applicable rules and regulations. All contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

17. **NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE:** The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990. Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

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CHECKLIST FOR BID SUBMISSION

IMPORTANT: The following items must be enclosed in a sealed envelope, clearly marked "**SEALED BID #10-010 MOWING AND TRIMMING SERVICES FOR PARKS & RECREATION TO BE OPENED March 2, 2010 AT 2:00 P.M.**", in order for your bid to be considered responsive.

1. Original and two copies of completed Bid Sheet, signed by an individual authorized to bind the organization.
2. Signed Certification Page.
3. Contractor Data Sheet
4. Certificate of Insurance

If you have any questions regarding the above documents, please contact the individual(s) listed on the Certification page of this IFB.