

# **COUNTY OF AUGUSTA, VA**

18 Government Center Lane  
P. O. Box 590, Verona, Virginia 24482-0590  
(540) 245-5641 FAX 245-5642



## **Notice of Invitation for Bids**

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**Issue Date:** April 26, 2021

**IFB No. 43010-21-03**

**Title:** Augusta County Mowing Service- East and West

**Location:** Augusta County, VA

Sealed bids, subject to the conditions and instructions on the attached hereof, will be received at the following location until, but not later than, **2:00 p.m, Friday, May 7, 2021**, and then publicly opened and read aloud for Augusta County Mowing Services- East and West.

**NOTE-** It is the County's intention for this solicitation to result in two (2) contracts, East and West.

At this time, it has been determined that a pre-bid meeting is **not** needed.

**Location to Submit Bids:** Finance Department  
Elana Sorrell, Senior Purchasing Assistant, VCO  
18 Government Center Lane  
PO Box 590  
Verona, VA 24482

**Additional copies of this Notice may be obtained along with the complete Invitation to Bid by contacting the Bid Officer:**

Elana Sorrell, Senior Purchasing Assistant, VCO  
Phone: (540) 245-5741 ext. 1  
Email: [esorrell@co.augusta.va.us](mailto:esorrell@co.augusta.va.us)

All requests for additional information should be provided in writing by means of a Pre-Bid Question Form available from the Bid Officer. The Pre-Bid Question Form must be directed to the Bid Officer.

***Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.***

# COUNTY OF AUGUSTA, VA

IFB# 43010-21-03

## GENERAL TERMS AND CONDITIONS

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### FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN DISQUALIFICATION OF BID.

The General Terms and Conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the County of Augusta, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.

Subject to all state and local laws, policies, resolutions, and regulations and all accepted rules, regulations, and limitations imposed by legislation of the federal government, bids on all solicitations issued by the County of Augusta will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

#### 1. DEFINITIONS:

AGENCY: Any department, agency, authority, commission, board or other unit in the administrative service of the County of Augusta.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public need.

COUNTY: County of Augusta, VA

CONTRACTOR: Any person having a contract with the County or a using agency thereof.

GOODS: All material, equipment, supplies, printing and automated data processing hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

PURCHASING AGENT: the County's principal public purchasing official responsible for the purchasing of all good, services, insurance and construction needed by the county. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Purchasing Assistant's.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

STATE: Commonwealth of Virginia

#### 2. RECEIPT AND FORM OF BID:

a. To be considered, the Bid must be received at the address indicated above on or before **2:00 p.m., Friday, May 7, 2021**. Sealed bids received after the date and hour identified are automatically disqualified, and will not be considered.

b. Bids shall be submitted on the form furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. Bid submittal must be sealed, enclosed in two (2) envelopes, outer/inner, both of which shall be sealed and clearly labeled so as to indicate the Bidders name and Bid Number **IFB #43010-21-03** to guard against accidental opening prior to the specified bid opening time.

c. Bids shall include all costs as described and indicated by the specifications. Total Base Bid will prevail.

d. If the bidder is a corporation, partnership or limited liability company, bid must be signed with the legal name of the corporation, partnership or limited liability Company, and the signature of a person authorized to bind a corporation, partnership or limited liability company to a contract.

e. It is the sole responsibility of the bidder to have his bid submitted at the place and by the time shown on the bid form. Bids received after this time will not be considered.

f. After three (3) consecutive “no responses” in any given commodity/service classification, the County reserves the right to remove the company from the bid list for that commodity.

g. Telegraphic and facsimile bids shall not be accepted as responses for competitive sealed bidding.

**3. QUESTIONS:**

a. Questions concerning specifications or other provisions in this Invitation to Bid shall be submitted on Attachment C (Pre Bid Question Form) to the Purchasing Agent or his designated appointee not less than 5 days prior to the bid opening by e-mail, facsimile or in writing.

b. Necessary replies will be sent to all bidders of record as an addendum which becomes part of the bid package.

c. Oral instructions do not form a part of the bidding instrument.

**4. BID ADDENDUMS:**

All addendums issued by the County must be signed by a person authorized to bind the contractor and returned prior to the date established for receipt of bids or included with the bid submitted. By doing so, vendor acknowledges receipt of the addendum and assures full compliance with the addendum. The addendum becomes a part of the bid package and supersedes original specifications that are changed by the addendum.

**5. CONDITIONS OF BID:**

a. Each bidder is responsible for informing himself fully of the conditions relating to the project. Failure to do so will not relieve a successful bidder of his obligation to perform as per the provisions of the contract.

b. After bid opening, all bids submitted and not withdrawn pursuant to paragraph c shall be binding and may not be withdrawn for a period of 180 calendar days unless otherwise specified by the “Special Terms and Conditions” found in the Invitation to Bid.

c. The procedure for bid withdrawal shall be stated as follows: The bidder shall submit to the Purchasing Agent his original work papers, documents, and materials used in the preparation of the bid within two (2) days after the date fixed for opening of bids. The work papers shall be delivered by the bidder in person or by registered mail. Such mistake shall be proven only from the original work papers, documents, and materials delivered as required herein.

**6. USE OF BRAND NAMES:**

a. Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired.

b. Any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

c. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient

descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacture specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive.

**7. QUALIFICATIONS OF BIDDERS:**

a. The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish the County all such information and data for this purpose as may be requested.

b. Bidders are to submit a list of clients to whom you have supplied the goods or services required with addresses, phone numbers and contact person [Attachment A]. We reserve the right to contact owners of the product or service.

c. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

**8. TESTING/INSPECTION:**

a. The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

b. The County may require more complete detailed specifications on items quoted or samples prior to bid award, at no expense to the County. If not destroyed or used during testing, samples will be returned at the bidder's request and expense.

**9. BID OPENING:**

a. The County encourages vendors to attend bid openings. During bid openings, the basic data of each submittal is publicly read.

b. Bid documents are then made available for inspection by all those in attendance. (See section 2.2-4342 of the Code of Virginia.)

c. Otherwise, bid records shall be open to public inspection only after award of the contract.

**10. AWARD OF CONTRACT:**

a. The contract will be awarded to the lowest responsible and responsive bidder whose bid conforming to the contract documents, is most advantageous to the County, considering price and any other evaluation criteria set forth in the bid documents.

b. The County reserves the right to award two (2) contracts from this IFB. The contracts will be based on the Total Base Bid for each scope of work, East and West part of the County. It is possible for the same contractor to be awarded both contracts.

b. In the case of a tie bid, preference shall be given to goods, services and construction produced in Virginia or provided by Virginia persons, firms or corporations, if such a choice is available; otherwise the tie shall be decided by lot.

c. By submitting their bids, all bidders certify and warrant that the price offered is delivered FOB: County of Augusta - 18 Government Center Lane - Verona, Virginia 24482-590 with all transportation charges prepaid, unless otherwise specified elsewhere in the "Invitation to Bid: Special Terms and Conditions."

d. Includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description and quantity.

e. Where the bid involves the furnishing of separate items or groups of items, the County reserves the right to make partial awards to different bidders for certain items or groups of items of the bid unless bidder qualifies his bid otherwise.

f. In the case of an award of a bid or cancellation of a contract in which the low bidder is declared non-responsive or non-responsible, the bid may be awarded to the next low bidder, at the original bid price of that bidder, during the initial term of the contract.

g. Certain bid invitations request that pricing be submitted for multiple years. Unless otherwise indicated in the bid specifications, bid will be awarded based on first year bid prices only. The County reserves the right to exercise contracts for subsequent years as an option based upon appropriation of funds, current needs, and service record of the vendor.

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

i. Ten (10) days prior to actual award of the contract, the County will issue a NOTICE OF INTENT TO AWARD with a bid tally to all bidders.

**11. FORM OF CONTRACT:**

The form of contract shall be our Standard Service Contract unless otherwise stated.

**12. REJECTION OF BIDS:**

The County may reject a bid if:

a. The bidder misstates or conceals any material fact in the bid, or if,

b. The bid does not strictly conform to the law or the requirements of the bid, or if,

c. The bid documents are in any respect incomplete or unsigned, or if,

d. The bid is conditional, except that the bidder may qualify his/her bid for acceptance by the County on an "All or None" basis or a "low item" basis. An "All or None" basis bid must include all items upon which bids are invited.

**13. CANCELLATION OF BIDS:**

The County reserves the right to cancel the Invitation to Bid, and to reject any or all bids in whole or in part whenever the Purchasing Agent or designee determines that such action is in the best interest of the County. The reasons for cancellation or rejection shall be made part of the contract file. The County may also waive any minor informalities or irregularities in any bid where such action serves the County's best interest.

**14. NON-APPROPRIATION:**

Contracts are made subject to the appropriation of funds by the Board of Directors of the County and are null and void in the event of non-appropriation. Non-appropriation shall be deemed a cancellation and shall terminate this contract without recourse and with no liability on the part of the County.

**15. CONTRACT EXTENSIONS:**

The County reserves the right to offer contract extensions to successful bidders with no increase in bid price or with pricing as specified within the bid package.

**16. PAYMENT TERMS:**

a. Upon receipt and acceptance of the equipment from the successful bidder, the County will pay the bidder's Statement of Amount Due within thirty (30) days of acceptance.

b. After the receipt of the invoice or goods which is found to be defective or impropriety, the County shall notify the supplier about the details of the condition within twenty days of this receipt that the condition will prevent payment by the payment date.

17. **CANCELLATION OF CONTRACT:** The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the contractor.
18. **LAWS AND REGULATIONS:**  
a. This solicitation and any resulting contract 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 Contractor shall comply with applicable federal, state and local laws and regulations.  
b. References to the Code of Virginia, Chapter 43 – Virginia Public Procurement Act. 2.2-4300
19. **PRECEDENCE OF TERMS:**  
In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
20. **ANTI-DISCRIMINATION:**  
It is the policy of the County not to discriminate on the basis of race, religion, color, sex, national origin, age or disability in employment or the provision of goods and services. By submitting their bids, all bidders certify to the County 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, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the bidder agrees as follows:  
a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by the state law relating to discrimination in employment, except when there is 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.  
b. Notices, advertisements and solicitations placed by or on behalf of the contractor will state that such contractor is an equal opportunity employer.  
c. 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.  
d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
21. **ANTI-DISCRIMINATION FAITH BASED ORGANIZATION:**  
It is the policy of the County not to ( i ) discriminate against a faith-based organization on the basis of the organization’s religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except for sectarian worship, instruction, or proselytizing; however, this prohibition shall not apply to expenditures pursuant to contracts, if any, for the service of chaplains, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursement.
22. **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 the contractor’s workplace and specifying the actions that will be taken against employees for 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.

**23. ETHICS IN PUBLIC CONTRACTING:**

By submitting their proposals, all bidders certify that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their 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 of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

# COUNTY OF AUGUSTA, VA

ITB NO. # 43010-21-03

## SPECIAL TERMS AND CONDITIONS

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**FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT  
IN DISQUALIFICATION OF BID.**

*In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.*

**1. TERMS OF CONTRACT:**

The contract shall consist of a (1) one year term with the option to renew for five (5) additional terms of one (1) year each, by mutual agreement of the County of Augusta and the successful bidder. Contract costs will be based on firm fixed prices. Changes in costs for subsequent yearly contract renewals shall also be subject to mutual agreement, but shall in no event exceed the annual increase in the Consumer Price Index—All Urban Consumers.

**2. CONTRACTOR QUALIFICATIONS:**

A bidder must have the following qualifications (failure to comply will be reason for rejection of bid):

a. Bidder must submit with bid, Attachment A, which shows name, address and telephone number of principal client references for three (3) facilities serviced by bidder.

b. Prior to and as a condition of award of contract, bidder must provide a copy of valid Augusta County Business License.

**3. CONTRACT ADMINISTRATOR:**

The Contract Administrator for the County of Augusta will be Rusty Sprouse, Director of Facilities Management (540) 245-5632. This person will be the contact for all routine matters about this contract. After the award of contract, the Contractor will report to the Contract Administrator. The Contract Administrator shall be available, within reason, any time for consultation and liaison purposes. Communications from the Contractor shall be routed through the Contract Administrator.

**4. WARRANTY:**

The Contractor warrants to the County of Augusta that all work performed will be performed professionally and consistent with industry practice.

**5. CONTRACT QUANTITIES:**

The quantities specified in this solicitation are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity, since such volume will depend upon requirements which develop during the contract period. Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the contractor of its obligation to fill all orders placed by the County.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT AUGUSTA COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

**6. RESTRICTIONS ON COMMUNICATIONS WITH COUNTY STAFF:**

From the issue date of this bid until a Contractor is selected and selection is announced, respondents are not allowed to talk with any County staff member except:

- a. Those present during the pre-bid conference and then only during the conference.
- b. Otherwise, all questions will be addressed to the Purchasing Assistant by using the Pre-Bid Question Form (Attachment C).

**7. RESPONSIBILITY OF CONTRACTOR – PERSONNEL:**

All matters about the recruitment, screening, hiring and retention of employees shall be the exclusive responsibility of the Contractor. These matters shall be done fully according to existing statutes and regulations about affirmative action, non-discrimination, wage and hour and any other stipulations germane to prudent personnel management. Only those employees who have been properly trained shall be assigned duties under this Contract. The County of Augusta reserves the right to refuse to accept services from any personnel deemed by the County to be unqualified, disorderly, or otherwise unable to do assigned work.

Employees who have a criminal record other than minor traffic violations shall not be assigned duties under this Contract. Prior to commencement of services under this Contract, Contractor, at its expense, shall submit to the County of Augusta evidence acceptable to the county of compliance with this requirement. Such evidence may include a criminal record check from the Virginia State Police, Virginia Department of Social Services as well as a Department of Motor Vehicle background check. Employees will be required to be cleared prior to performing work in any building owned by the County. If an employee previously assigned duties under this Contract is again assigned such duties, the Contractor must again demonstrate compliance with this requirement. It is the Contractor's responsibility to insure this requirement is met for all employees entering the buildings to work, no matter their start date.

**8. SAFETY:**

The Contractor shall maintain an adequate safety program to ensure the safety of Contractor employees, subcontractor employees, and all other individuals working under this contract. The Occupational Health and Safety Administration (OSHA) provides for safety and health protections for employees on the job. The Contractor is required to comply with local, state, and federal regulatory standards. Any penalties or fines imposed against the County of Augusta by any local, state or federal regulatory agency due to a Contractor deficiency will be responsibility of the Contractor. In addition, the Contractor must provide the County of Augusta with a written safety program that is to be followed in pursuing work under this contract. No work under this contract will be permitted until the County of Augusta is assured that the Contractor has an adequate safety program in effect.

**9. SECURITY:**

The Contractor shall be responsible for training employees in security requirements of the County of Augusta and shall be responsible for the enforcement of the same. The County of Augusta requires that a list of all employees who will be assigned duties under this Contract by name, date of birth, sex, race and address be provided. Additionally, each employee shall be informed of the following:

- a. Guns, knives, or other dangerous weapons shall not be allowed on premises of the County.
- b. Alcohol and drugs are prohibited on premises of the County.

**10. DAMAGE:**

The Contractor shall be responsible for repairs or replacements necessitated by damage to facilities caused by Contractor employees.

**11. EMERGENCIES:**

All emergency conditions shall be promptly reported to the County of Augusta. **The Contractor shall maintain the capability to respond to emergencies within forty-five (45) minutes or less.**

**12. CONTRACTOR'S REPRESENTATIVE:**

A site manager shall be appointed within twenty-four (24) hours after award of the Contract. This person shall

be available for correcting problems, requesting scheduling changes, etc. This individual shall be someone other than a supervisor and shall be the sole contact person for routine matters.

**13. SCHEDULING AND COORDINATION:**

All work shall be scheduled ahead of time as agreed upon by the Contractor and the County of Augusta. A detailed work schedule shall be established no later than ten (10) days after the start date of the contract. The schedule shall show specific areas, cleaning activities and dates of service, according to the frequencies and time frames specified herein. Cleaning activities performed infrequently shall be performed at regular spaced intervals. The work schedule shall be kept up to date. **The Contractor shall maintain the capability to respond to emergencies within forty-five (45) minutes or less.**

# COUNTY OF AUGUSTA, VA

ITB NO. # 43010-21-03

## Scope of Work # 1 Mowing Services- East Augusta County

### LOCATIONS

The locations to include Crimora Park, Augusta County Fire Training Center, Mill Place Commerce Park, Ladd Elementary School (permanently closed), Verona Elementary School (closed), and Fishersville Library. Details regarding portions of each property to be mowed are included in maps at the end of this document.

#### Location Addresses:

Crimora Park	1648 New Hope-Crimora Road
Augusta County Fire Training Center	180 Technology Drive
Mill Place Commerce Park and walking trail	Mill Place Parkway
Ladd Elementary School	1930 Rosser Avenue
Fishersville Library	1759 Jefferson Highway
Verona Elementary School	1011 Lee Highway

### SCOPE OF WORK

The bids shall include the following services for the one year period:

- a. Mowing of lawn areas in all facilities such that grass is finished cut between 3.5 and 4 inches. It is expected that the properties will be mowed and trimmed at least once every 6 to 10 days during regular growing conditions and under normal weather circumstances unless otherwise noted. All mower blades must be sharp enough to cut the grass, rather than tear grass blades.
- b. Prior to each mowing operation, the Contractor shall pick up all litter and debris (e.g. rocks, paper, bottles, branches/sticks etc.) from the site to avoid shredding that will damage the turf appearance or possibly be propelled from the Contractor's equipment.
- c. Contractor shall protect storm water inlets/catch basins and bodies of water from work related clutter and contamination (grass clippings, trimmings, branches, litter and other debris). All grass clippings, trimmings, litter and other debris shall be picked up and properly disposed of offsite and in a lawful manner by the Contractor. No dumping on County property will be permitted.
- d. Ladd Elementary School and Verona Elementary School is to be mowed no more than every 14 days and no less than every 21 days.
- e. Edging of all lawn areas abutting any building, sidewalk, curb, bed, tree, or edging block in conjunction with each mowing of the property and such that grass overgrowth does not exceed two inches. Edges must not be cut back more than ½ inch into the turf. Herbicides may not be used as an edging method.
- f. All beds must be kept free of grass clippings.

- g. Clearing grass cuttings from all sidewalks and paved surfaces subsequent to each mowing of the property.
- h. Grass shall be cut in such a manner that mounds or clumps of cuttings are not left behind. If clumps or mounds of grass (windrows) are left behind, it is the responsibility of the contractor to rake or utilize other means to remove the grass clippings from the facility grounds on the same day of mowing. Proper disposal of the grass clippings will be the responsibility of the contractor.

**Scope of Work # 2**  
**Mowing Services- West Augusta County**

**LOCATION**

The locations to be quoted include Natural Chimneys Park, Churchville Dumpsite, Churchville Library, Augusta Springs Park, Augusta Springs Dumpsite and Beverly Manor Elem. School. Details regarding portions of each property to be mowed are included in maps at the end of this document.

Location Addresses:

Natural Chimneys Park	94 Natural Chimneys Lane
Churchville Solid Waste Site	29 Scenic Highway
Churchville Library	3714 Churchville Avenue
Augusta Springs Park	203 Augusta Springs Road
Augusta Springs Solid Waste Site	201 Augusta Springs Road
Beverly Manor Elem. School	116 Cedar Green Road

**SCOPE OF WORK**

The quote shall include the following services for the one year period:

- a. Mowing of lawn areas in all facilities except solid waste sites such that grass is finished cut between 3.5 and 4 inches. It is expected that the properties will be mowed and trimmed at least once every 6 to 10 days during regular growing conditions and under normal weather conditions unless otherwise noted. All mower blades must be sharp enough to cut the grass, rather than tear grass blades.
- b. Prior to each mowing operation, the Contractor shall pick up all litter and debris (e.g. rocks, paper, bottles, branches/sticks etc.) from the site to avoid shredding that will damage the turf appearance or possibly be propelled from the Contractor’s equipment.
- c. Contractor shall protect storm water inlets/catch basins and bodies of water from work related clutter and contamination (grass clippings, trimmings, branches, litter and other debris). All grass clippings, trimmings, litter and other debris shall be picked up and properly disposed of offsite and in a lawful manner by the Contractor. No dumping on County property will be permitted.
- d. Beverly Manor Elem. School is to be mowed no more than every 14 days and no less that every 21 days.
- e. Mowing of all areas around solid waste sites such that grass is finished cut between 4 and 5 inches. It is expected that these properties will be mowed and trimmed every 21 to 28 days during regular growing conditions.

- f. Edging of all lawn areas abutting any building, sidewalk, curb, bed, tree, or edging block in conjunction with each mowing of the property and such that grass overgrowth does not exceed two inches. Edges must not be cut back more than ½ inch into the turf. Herbicides may not be used as an edging method.
- g. All beds must be kept free of grass clippings.
- h. Clearing grass cuttings from all sidewalks and paved surfaces subsequent to each mowing of the property.
- i. Grass shall be cut in such a manner that mounds or clumps of cuttings are not left behind. If clumps or mounds of grass (windrows) are left behind, it is the responsibility of the contractor to rake or utilize other means to remove the grass clippings from the facility grounds on the same day of mowing. Proper disposal of the grass clippings will be the responsibility of the contractor.

### **Performance Specifications**

- A. General Requirements: The Contractor will furnish all labor, supervision, materials, and equipment to perform these services in a way that is satisfactory to the County of Augusta. The Contractor is expected to professionally conduct the contract operations and to supply generally accepted mowing services. Each facility shall be staffed to maintain satisfactory conditions of cleanliness. If the level of cleaning at any time is considered to be unsatisfactory to the County, the Contractor will be required to increase staff or take other appropriate measures.
- B. All services shall be performed in a professional and workmanlike manner. The contractor will exercise all necessary caution when performing services. Extreme duty of care must be taken while working around the general public and employees who may be on the facility grounds. All contractor employees are required to remain fully clothed while performing services. Performance shall be evaluated by the Facilities Management Director or his designee (Grounds / Park Facilities Supervisor) on a monthly basis and communicated to the Contractor. Failure to perform will constitute a breach of contract at which time the Facilities Management Director may terminate the contract.
- C. Equipment and Materials: The Contractor shall provide and shall properly maintain all factory installed safety equipment during the terms of this contract. The Contractor shall be totally liable for the safe and proper usage of said equipment. To this end the Contractor shall be responsible for the proper installation, use, and maintenance of safety shields and skirts on all mowing equipment and also be responsible for the usage of normal safety practices during the operation of any motorized or non-motorized equipment. The Contractor shall hold the County safe and harmless from any and all misuse of said equipment.
- D.
- E. Contractor Qualifications: The Contractor shall be financially stable and have a history of providing the services as outlined in these specifications for a period of five (5) years or more. The Contractor shall have adequate equipment and qualified trained staff. The Contractor shall have the resources to ensure that the work will be performed to high standards at all times. Offers from Contractors that plan to subcontract the work shall not be accepted.
- F. Emergency Response: The Contractor shall provide an emergency telephone number where a supervisor may be reached during normal operating hours and after normal operating hours. The Contractor must furnish all cleaning materials, cleaning tools, and labor necessary for performing

emergency/unscheduled mowing tasks. **The Contractor shall provide a crew to arrive at the emergency work site within forty-five (45) minutes of verbal notice, unless otherwise stated by the Contract Administrator or designee at the time of occurrence.** The County reserves the right to obtain such services from an alternative source if the Contractor fails to respond as specified. In such event, the Contractor shall be liable for the difference in cost.

- G. Complaints: The Contractor shall correct all complaints and supply special requests for services within a reasonable period. All complaints, both major and minor, shall be investigated within twenty-four (24) hours. Any complaint that cannot be corrected within twenty-four (24) hours or which is considered unreasonable or which cannot be dealt with for reasons beyond the Contractor's control shall be specifically reported to the Contract Administrator. Uncorrected complaints, if not considered unreasonable by the Contract Administrator, shall be cause for any of the following actions by the County of Augusta.
1. To obtain the services from within its own staff or from another available source without prior notice to the Contractor. Costs for these services will be charged to the Contractor.
  2. To withhold from any payment due to the Contractor for the month during which services were omitted or unsatisfactorily performed, an amount not to exceed five percent (5%) of such payment, until the complaint is corrected to the satisfaction of the County.
  3. To cancel the contract: Notice, if deemed necessary, shall be made by certified mail (return receipt requested) and either received or refused at the office of the Contractor listed in the contract. If action results in cancellation the County of Augusta will assess costs or damages due the Contractor. The Contractor will be liable for any damages due from and for any excess costs of obtaining the services for the balance of the original contract period or until such time as a new Contract has been established.
- H. Contractor Employees: The Contractor agrees to be responsible for and shall provide general supervision of all its employees working under this contract. All groundskeeping personnel shall be adequately supervised by one or more supervisors qualified and trained in directing groundskeeping services of the type and scope as described herein. The designated supervisors shall be available at all times while the work is in progress to receive notice, reports, or requests from the County of Augusta. A designated supervisor shall make a site visit to each facility while the work is in progress, at least once per week.

The Contractor shall ensure that all its employees abide by the following rules:

1. Contractor's employees shall be of good integrity and character.
2. Contractor's employees shall not disturb any papers, boxes or other materials except that in trash receptacles or designated areas for trash or unless such material is properly identified as trash.
3. Contractor's employees shall report any property loss or damage to their supervisor immediately. The supervisor shall report such loss or damage, within twenty-four (24) hours to the Contract Administrator in writing, specifying the location and extent of the loss or damage. Failure to report such loss or damage, as required, may be construed as default of the Contract.
4. Contractor's employees shall not open drawers or file cabinets. Telephones may be used only in emergency situations.
5. Contractor's employees shall not leave keys in doors. Exterior doors shall not be propped open. Contractor shall not admit anyone into any building or office who is not a designated employee of the Contractor. All doors that were unlocked upon entry will be immediately re-locked. Doors will be re-locked upon exiting.
6. Contractor's employees shall not clean, move or use copy machines or other office machines unless specifically requested by the County of Augusta.
7. Contractor's employees shall not engage in idle or unnecessary conversation with County employees, other employees of the Contractor, tenants or visitors to the building.

8. Contractor's employees shall not remove any article or materials from the premises, whatever its value. This is to include the contents of any item in trash containers in or around the premises. Trash items are to be placed in dumpsters or trash cans designated for that purpose.
  9. Contractor's employees shall abide by rules and regulations set forth by the State of Virginia, which affect the performance of the work.
  10. Each employee shall have at least six (6) months to one year of experience as a groundskeeping employee. Supervisory employees shall have at least one year of experience as a cleaning supervisor.
  11. Contractor's employees shall only eat or drink in designated break areas. No smoking in any of the County's facilities.
  12. The Contractor shall immediately remove from the job and replace any employee who fails to abide by these or other rules established by the County of Augusta, or who the County otherwise determines to be unacceptable.
- I. Subcontracts: No portion of the work shall be subcontracted without prior written consent of the County of Augusta. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the names, qualifications, and experience of its proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.
- J. Laws: The Contractor shall comply will all laws, ordinances, codes, rules and regulations bearing on the conduct of work, including those of federal, state and local agencies having jurisdiction. This shall include but not be limited to minimum wage, labor and equal employment opportunity laws.
- K. Utilities: The County of Augusta will provide the Contractor with all normal utilities necessary for performing this contract (electricity, water, etc.). The Contractor shall supply all connections to the utilities, such as hoses and electrical cords.
- L. Modification and Termination: The Director of Facilities Management may, at his discretion, choose to remove a property from this contract due to budgetary constraints or an alteration to the primary caretaker of the property. At least two weeks' notice shall be given in the event that this occurs. This is a flexible contract with mowing services requested in a 1 year period. The County and successful contractor shall reasonably cooperate with each other to schedule services. The Director of Facilities Management or his designee shall determine the beginning and ending dates for moving services each season, when the mowing cycle should be altered due to dry seasons.
- M. Confidentiality: Contractor's employees shall not read or disclose confidential information. All federal and state regulations and statutes related to confidentiality shall be applicable to the Contractor and its employees. The Contractor shall have an appropriate agreement with its employees to that effect. The foregoing will not apply to the following:
1. Previously released written information.
  2. Information that at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected.
  3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor or its employees.

**AUGUSTA COUNTY, VIRGINIA  
ITB NO. 43010-21-03**

**Attachment A**

**To Be Completed by Bidder**

1. QUALIFICATION OF BIDDER: The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
  
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of equipment \_\_\_\_ years \_\_\_ months. Provide copy of Business License.
  
3. REFERENCES: Indicate below a listing of at least three (3) recent references for whom you have provided this type of equipment and services. Include the date equipment and services were furnished and the name and address of the person the County has your permission to contact.

Date	Client	Phone Number and Person to Contact
_____	_____	_____
	_____	Phone _____
	_____	
_____	_____	_____
	_____	Phone _____
	_____	
_____	_____	_____
	_____	Phone _____
	_____	
_____	_____	_____
	_____	Phone _____
	_____	

**AUGUSTA COUNTY, VIRGINIA  
ITB NO. 43010-21-03**

**BID PRICE FORM**

**Attachment B - To Be Completed by Bidder**

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

**Scope of Work # 1  
Mowing Services- East Augusta County**

<b>QUANTITY</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE PER MOWING</b>
7.64 acres	Crimora Park	\$ _____
1.84 acres	Augusta County Fire Training Center	\$ _____
10.8 acres	Mill Place Commerce Park	\$ _____
10 acres	Ladd Elementary School	\$ _____
0.84 acres	Fishersville Library	\$ _____
9.62 acres	Verona Elementary	\$ _____
<b>Total of all lines above</b>		<b>\$ _____</b>

Firm Name and Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**AUGUSTA COUNTY, VIRGINIA  
ITB NO. 43010-21-03**

**BID PRICE FORM**  
**Attachment B - To Be Completed by Bidder**

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

**Scope of Work # 2**  
**Mowing Services- West Augusta County**

<b>QUANTITY</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE PER MOWING</b>
13.8 acres	Natural Chimneys Park	\$
0.75 acres	Churchville Library	\$
0.317 acres	Churchville Convenience Center	\$
10.5 acres	Augusta Springs Park	\$
0.344 acres	Augusta Springs Convenience Center	\$
<b>Total of all Lines Above</b>		\$

Firm Name and Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTY OF AUGUSTA, VA**  
**18 Government Center Lane**  
**P. O. Box 590**  
**Verona, Virginia 24482-590**

**Attachment C**  
**Pre-Bid Question Form**

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**Project Title:** Augusta County Mowing Services

**ITB #:** 43010-21-03

The undersigned potential Bidder would like to request a written clarification, interpretation, or explanation to the following question or question(s):

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Please note that all questions should be directed to the Bid Officer designated on the Notice of Invitation for Bids and should be received at least five (5) days prior to the time set for the receipt of bids to allow for sufficient time for an addendum to reach all Bidders. If there are two (2) weeks or less between the issuance of the Invitation to Bid and the time set for receipt of bids, then Bidders may continue to submit questions up until three (3) business days prior to the time set for receipt of bids.

The County will endeavor to respond to all inquiries in the most timely manner possible. However, if in its discretion, it determines the inquiry to be inappropriate for any reason, the County may refuse to respond. Multiple inquiries of substantially the same question may be answered in one addendum.

Firm Name and Address:

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Telephone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_