BEDFORD COUNTY
Virginia

INVITATION TO BID

DEPARTMENT PARKS AND RECREATION
FIELD MAINTENANCE AND MOWING

Deadline for Submissions:
3:00 P.M., February 7, 2014

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY!
Department of Parks and Recreation
Field Maintenance and Mowing

Bedford County, Virginia
January 10, 2014

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY!

I. Overview and Purpose of the Project

The Bedford County Department of Parks and Recreation is seeking bids for mowing and weed eating at six (6) locations, which have been separated into 3 Zones, throughout the County. Bidders may submit separate bids for each or all of the following zones available for contracts:

Zone 2
- FYAA (Forest Youth Athletic Association)

Zone 3
- Huddleston Elementary
- Huddleston Ruritan
- Moneta Elementary

Zone 4
- Old Montvale School
- Montvale Rec.

II. Specifications for each zone are set forth on the attached zone maps. Bidders should review the maps made a part of this ITB for details regarding the individual requirements of each location.

A MANDATORY pre-bid meeting will be held on January 24, 2014, beginning at 9:00 AM, at the Bedford County Parks & Recreation Department located at 1257 County Farm Road (in the former County Nursing Home building). Bids submitted by anyone who does not attend the pre-bid meeting will not be considered.

III. Selection Criteria

The selection of the successful bidder will be based upon the following criteria:

a. Experience of the firm in maintaining commercial properties (For the purposes of this ITB, commercial properties may include business locations, government properties and churches)

b. Proposed schedule (see Section IV, General Terms and Conditions)
c. At least three (3) Professional client references

d. Proper equipment for these services

e. Cost of services (price) – BIDDERS MUST USE THE ATTACHED BID SHEET.

f. If you are a certified SWAM (Small, Women, Minority-Owned) business, please be sure to include a copy of your State certificate.

g. Inclusion of your Certificate of Liability Insurance with your bid

IV. Contractual Arrangements/Method of Payment

Bedford County will make payments to the contract holder, contingent on satisfactory maintenance of contracted properties, and based on the receipt of monthly invoices. Once contracts are awarded and the mowing season has begun, the ‘Property Maintenance’ form (attached to this ITB) must be submitted by email, fax, or in person the same day the contracted location is worked.

The contract for the 2014 mowing season is anticipated to run from April 1, 2014 through November 1, 2014. The County reserves the right to begin the contract earlier, and to extend or shorten the contract at the end of the 2014 season, as needed due to weather conditions and other factors.

Contractors will not be allowed to cancel portions (specific property locations) of a contract. If a contractor is unable to fulfill the terms of the contract, the next lowest responsible, responsive bidder will be awarded that contract (for the entire ‘zone’ of locations).

‘Spot checks’ will be conducted by County staff during the term of the contract to ensure contracted locations are properly maintained.

At the end of the 2014 season, Bedford County reserves the right to extend the current contracts by two (2) one-year terms. This extension would be offered in writing and require the agreement and signatures of all parties involved. The third year extension would include a 3% increase to the original bid pricing for the contractor.

V. General Terms and Conditions

a. Information to be Included in Proposals

- Pricing for each zone you wish to bid on (One Week Total for Each Zone at one cut per week per location) must be given on the attached BID SHEET
- Company name, contact name, address, telephone number, email, and fax number
- An equipment list – type of mower(s), weed trimmers, etc. that will be used to provide these services
- A list of at least three (3) commercial client references
- Proposed schedule with regard to specifications as stated on location maps (attached)
• Certificate of Liability Insurance showing coverage in the following amounts:

Worker’s Compensation  Statutory (required when contractor employs 
more than three on staff, including the owner)

Commercial General Liability  $1,000,000 each occurrence-bodily injury and 
property damage

$2,000,000 general aggregate

Contractual Liability  $1,000,000 each occurrence

Completed Operations and Products Liability  $2,000,000 aggregate

Vehicle Liability  $1,000,000 each accident-bodily injury and 
property damage

b. Response to ITB

Forward two (2) copies of your response to this ITB SEALED TOGETHER IN 
ONE ENVELOPE, with all supporting information you wish to be considered, 
no later than 3:00 PM, February 7, 2014 to:

Bedford County Parks & Recreation Department
Attn: Scott Polinek
1257 County Farm Road
Bedford, VA  24523

PLEASE NOTE THAT SUBMISSIONS RECEIVED AT ANY LOCATION OTHER THAN 
THE ADDRESS LISTED ABOVE WILL NOT BE CONSIDERED. SUBMISSIONS 
RECEIVED AFTER THE DEADLINE GIVEN ABOVE WILL NOT BE CONSIDERED.

BEDFORD COUNTY IS NOT RESPONSIBLE FOR DELAYS IN DELIVERY BY THE US 
POSTAL SERVICE OR ANY OTHER MAIL CARRIER OR DELIVERY SERVICE.

c. Issuing Office:

Bedford County Parks & Recreation Department
Attn: Scott Polinek
1257 County Farm Road
Bedford, VA  24523

d. Inquiries:

Questions concerning this ITB should be addressed in writing to Scott Polinek, 
Parks & Recreation Dept, 1257 County Farm Road, Bedford, VA  24523, or by
email at s.polinek@bedfordcountyva.gov, or by FAX at 540-586-9338 NO LATER THAN 12:00 PM ON JANUARY 29, 2014. An addendum containing all the questions and answers regarding this ITB will be sent on January 30, 2014 to all those who attended the mandatory pre-bid meeting (addendum will be sent by email or fax, unless another contact method is indicated by the bidder on the sign in sheet at the pre-bid meeting).

e. Issuing Date:

January 10, 2014

f. Closing Date/Time:

In order for all bids to be fairly considered, send two (2) copies of your response to this ITB SEALED TOGETHER IN ONE ENVELOPE, with all supporting information you wish to be considered, no later than 3:00 PM, February 7, 2014 to the Issuing Office, clearly marked “Parks and Recreation Mowing Contract Bid” written on the outside. Without exception, bids delivered after this date and time will not be accepted.

Bids will be opened immediately following the submission deadline (February 7, 2014 at 3:00 PM) in the Parks & Recreation Dept, 1257 County Farm Road, Bedford, VA 24523. The apparent bid winner(s) will be announced at that time. A request to award the contract(s) will be presented to the Board of Supervisors at their regular meeting on February 10, 2014. Following a 10 day protest period (calculated from the bid opening date), the contracts will be signed at the Parks & Recreation Department on February 25, 2014. All bidders will be notified of the bid results via regular mail, with the winning bidder(s) being notified via telephone; the winning bidder(s) name(s) will also be posted on the County’s Procurement webpage. All submitted proposals will be available for public inspection; therefore confidential information should not be submitted.

Please Note: Under Exemption 4 of the Freedom of Information Act Guide published by the US Department of Justice, client references shall be exempt from public inspection (customer and supplier lists are included in protection for financial information).

g. Understanding of Requirements:

It is the responsibility of each bidder to inquire about, and to clarify any, requirement of the ITB which is not understood. Bidders must submit inquiries concerning procedures or specifications concerning this ITB in writing via EMAIL or FAX NO LATER THAN 12:00 PM ON JANUARY 28, 2014. An addendum containing all the questions and answers regarding this ITB will be sent out on January 29, 2014 to all those who attended the mandatory pre bid meeting (addendum will be sent by email or fax, unless another contact method is indicated by the bidder on the sign in sheet at the property tour). Non-written questions from bidders and verbal responses by the County should be limited to simple clarifications and will not be considered valid as part of the process.

ITB – Field Maintenance & Mowing

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h. **Incurring Cost:**

The County is not liable for any cost incurred by anyone interested in submitting a bid, or any selected contractor, prior to the execution of a contract.

i. **Negotiation with selected bidder(s):**

In the case that the selected contractor’s proposed cost of services exceeds the available funds of the County, the County reserves the right to negotiate with the selected contractor a contract price within available funds.

j. **Modification and Withdrawal of Bids:**

Proposals may be modified or withdrawn per the guidelines of the Code of Virginia, Section 2.2-4330.

k. **Indemnification:**

The contractor shall indemnify and hold harmless Bedford County, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of the County with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of this Agreement by contractor and for which Contractor would otherwise be responsible unless resulting from the negligence of County or its officers, boards, commissions, agents, or employees.

l. **Termination of Contract:**

Should the contractor fail to perform the work according to given specifications, the County has the right to terminate the contract immediately. In the event of termination pursuant to this paragraph, the contractor shall be paid for all services provided through the date of termination less any fines, remedial costs or other fees that may be withheld.

m. **Bedford County’s Rights:**

Bedford County reserves the right to reject any and all proposals, or to contact any submitting or reference prior to award for explanations or clarification. The
County reserves the right to waive any formalities and to award to the most responsive and responsible submitting

n. Non-Discrimination:

Bedford County does not discriminate against race, religion, creed, color, national origin, age, sex, marital status, or the presence of any sensory, mental, or physical disability, or against faith-based organizations.

o. Employment Discrimination by Contractor Prohibited:

During the performance of this contract, the contractor agrees as follows:

1. 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 state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, availability to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. 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.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. The contractor will include the provisions of the foregoing paragraphs P, Q and R in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

p. Drug-free Workplace to be Maintained by Contractor:

During the performance of this contract, the contractor(s) 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 violations 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 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.

q. Ethics in Public Contracting:

This ITB incorporates by reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The contractor(s) certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subofferor and that it has not conferred on any public employee having official responsibility for this purchase 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.

r. Immigration Reform and Control Act of 1986:

The contractor(s) certifies that it does not, and will not during the performance of any contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

s. Proposal Binding:

The contents, in their entirety, of the bids submitted by the accepted firm shall become an attachment to and part of the agreement between the firm and the Issuing Office.

t. Applicable Law:

This ITB and any subsequent contract and the work performed thereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Bedford County, Virginia or as otherwise required by law. The contractor(s) shall comply with applicable federal, state, and local laws and regulations.

u. Assignment:

The contractor(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the County.

v. Insurance:

The Contractor(s) shall maintain the following insurance coverage:

Type of Insurance:
Worker’s Compensation  Statutory

Commercial General Liability  $1,000,000 each occurrence-bodily injury and property damage

$2,000,000 general aggregate

Contractual Liability  $1,000,000 each occurrence

Completed Operations and Products Liability  $2,000,000 aggregate

Vehicle Liability  $1,000,000 each accident-bodily injury and property damage

The Contractor(s) shall be responsible for all costs of insurance maintained pursuant to this Agreement. The Contractor(s) shall provide the County with a satisfactory Certificate of Liability Insurance (included with the bid submission) that shows the insurance coverage listed above is in effect.

The insurance required hereunder shall be primary, and any insurance or self-insurance maintained by the County shall be in excess of and shall not contribute with any insurance providers to the contractor under this Agreement. Any deductibles or self-insured retentions applicable to required coverage shall be paid by the contractor, and the County shall not be required to participate therewith. The contractor waives all rights of subrogation against the County that exist now or in the future relative to the insurance coverage provided under this Agreement.

The failure of the contractor to pay all insurance premiums when due and payable shall be grounds for the immediate termination of this Agreement by the County.

w. Protest of Award:

Bedford County reserves the right to announce its intent to award prior to formal award by posting the tabulation sheet of Bid results on the County website. The Intent-to-Award announcement shall serve as notice to all Bidders that Bedford County intends to make an award.

Bidders shall have 10 calendar days from the date of the bid opening within which to view the Bid files (by appointment). Any Protests must be filed (in a written format) within this time frame. Protests submitted after the 10 days have passed will not be accepted.

Bedford County has 10 days from the day of receipt of the protest to respond; Bedford County may also respond to protests submitted by Bidders for the purposes of clarification. However, any response provided by Bedford County is not intended to, and shall not in and of itself constitute confirmation that the
Bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest award.

x. **Award of Contract:**

After expiration of the ten (10) day Intent-to-Award announcement and protest period, Bedford County will proceed with the final award. If only one proposal is received, Bedford County may dispense with the Intent-to-Award protest period and proceed with award.

y. **Bid Results:**

After contract awards are completed, Bidders may download a tabulation of results for this RFP from the Bedford County website. Bidders may also submit a written request to Bedford County for a copy of the results, and related documentation. Each request must indicate the RFP title and must include a self-addressed envelope, as well as a check to cover the cost of reproducing this information at the cost of .10¢ per page (call the County office for total amount of fee) payable to Bedford County.
# Bedford County Parks and Recreation Mowing Contract – 2014 Bid Form

<table>
<thead>
<tr>
<th>Location</th>
<th>Approx. Acreage</th>
<th>Your Bid PER Zone for ONE CUT PER WEEK at EACH Zone Location*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Zone Two</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FYAA</td>
<td>29</td>
<td>$</td>
</tr>
<tr>
<td>(One Week Total for Zone Two at one cut per week)</td>
<td></td>
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<tr>
<td><strong>Zone Three</strong></td>
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<td></td>
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<tr>
<td>Huddleston Elementary</td>
<td>1.2</td>
<td>$</td>
</tr>
<tr>
<td>(One Week Total for Zone Three at one cut per week per location)</td>
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<td></td>
</tr>
<tr>
<td>Huddleston Ruritan</td>
<td>5.9</td>
<td></td>
</tr>
<tr>
<td>Moneta Elementary</td>
<td>3.9</td>
<td></td>
</tr>
<tr>
<td><strong>Zone Four</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Old Montvale School</td>
<td>9.5</td>
<td>$</td>
</tr>
<tr>
<td>(One Week Total for Zone Four at one cut per week per location)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Montvale Rec.</td>
<td>9.4</td>
<td></td>
</tr>
</tbody>
</table>

(Bid Sheet - Page 1 of 2)
**PLEASE PRINT:**

Company Name: ____________________________________________________________

Contact Name: ___________________________ Contact # ___________________

Email: _______________________________ Fax: #: _______________________

Address: ________________________________________________________________

Signature: ______________________________________________________________

Forward two (2) copies of your response to this ITB, with all supporting information you wish to be considered, no later than **3:00 PM, February 1, 2014** to:

Bedford County Parks & Recreation Department  
Attn: Scott Polinek  
1257 County Farm Road  
Bedford, VA  24523

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(BID SHEET - PAGE 2 OF 2)
ZONE TWO
Nissan Field

Area 1 - 614142 ft²/14.1 ac - Mow weekly, weed eat min every 2 weeks. Mow/trim bleachers weekly.

Area 2 - 23345 ft²/.5 ac - Maintain height at 4-6 inches to prevent erosion.

Area 3 - 10676 ft²/.2 ac - Maintain height at 4-6 inches to prevent erosion.

(Continued on following page)
Baseball Fields

Area 1 - 448352 ft² / 10.1 ac - Mow weekly, weed eat min every 2 weeks. Fields 3, 4 & 5 will contain temp outfield fences April to June; soccer goals from August to October weed eat under fences & around goals every 2 weeks.

Area 2 - 15451 ft² / .4 ac - Maintain height at 4-6 inches to prevent erosion.

Soccer Field

Area 1 - 152400 ft² / 3.5 ac - Mow weekly, weed eat min every 2 weeks. Soccer goals on fields from March to May & August to October weed eat around goals every 2 weeks.

Area 2 - 9166 ft² / .2 ac - Maintain height at 4-6 inches to prevent erosion.
ZONE THREE
**Area 1** - 48267 ft²/1.1 ac - Mow weekly, weed eat min every 2 weeks. Mow/trim around bleachers weekly.

**Area 2** - 6367 ft²/.1 ac - Maintain height at 4-6 inches to prevent erosion.
Area 1 – 249300 ft²/ 5.7 ac - Mow weekly, weed eat min every 2 weeks. Ball field areas will contain soccer goals from August to October; weed eat around goals min. every 2 weeks. Mow/trim under bleachers weekly.

Area 2 – 7794 ft²/.2 ac - Maintain height at 4-6 inches to prevent erosion.
Elementary Field

Area 1 - 91006 ft²/ 2.1 ac - Mow weekly, weed eat min every 2 weeks. Mow/trim under bleachers weekly. Will contain temp outfield fence April to June, soccer goals August to October weed eat under fence & around goals every 2 weeks.

Area 2 - 18463 ft²/ .4 ac - Maintain height at 4-6 inches to prevent erosion.

Soccer Field

Area 1 - 56221 ft²/ 1.3 ac - Mow weekly, weed eat min every 2 weeks. Soccer goals on field August to October weed eat around goals every 2 weeks.

Area 2 - 3926 ft²/.1 ac - Maintain height at 4-6 inches to prevent erosion.
ZONE FOUR
Area 1 - 399765 ft² / 9.2 ac - Mow weekly, weed eat min every 2 weeks. Mow/trim under bleachers weekly. Soccer goals on fields August to October weed eat around goals every 2 weeks.

Area 2 - 14371 ft² / .3 ac - Mow weekly. Weed eat ditch line every 2 weeks.
**Field 1**

*Area 1* - 97649 ft²/ 2.2 ac - Mow weekly, weed eat min every 2 weeks.

*Area 2* - 13741 ft²/ .3 ac - Maintain height at 4-6 inches to prevent erosion.

**Field 2**

*Area 1* - 87199 ft²/ 2.0 ac - Mow weekly, weed eat min every 2 weeks.

*Area 2* - 13972 ft²/ .3 ac - Maintain height at 4-6 inches to prevent erosion.

*Area 3* - 41927 ft²/ 1.0 ac - Maintain height at 4-6 inches to prevent erosion.

*Area 3* - 155533 ft²/ 3.6 ac - Mow/weed eat every 2 weeks.