



REQUEST FOR PROPOSALS

Mowing Services

31 March 2017

Clifton Forge VA

1. General:

The Town of Clifton Forge, Virginia (hereafter referred to as the TOWN) is seeking the services of a qualified landscaping/grounds CONTRACTOR (hereafter referred to as the CONTRACTOR) lawfully engaged in the practice of these services in Virginia, for the general landscaping/mowing of the Town's three cemeteries.

Interested CONTRACTORS should respond to this request on or before the date due for submission.

2. Proposal Submission:

In order to be considered responsive, statements must be submitted to Mr. Earl LaBonte, Director, Clifton Forge Public Works, 520 Howard Street, Clifton Forge, Virginia, 24422, telephone (540) 863-2517.

Proposals must be received no later than 2:00 PM on April 21, 2017 to be eligible for consideration by the TOWN. Each proposal shall be submitted in a sealed envelope, which is clearly marked "Mowing Service."

3. Guidelines for Prospective CONTRACTOR:

It is the policy of the TOWN that contracts be awarded only to responsible CONTRACTORS. In order to qualify as responsible, a prospective CONTRACTOR must meet the following standards as they relate to this request:

- a. Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- b. Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- c. Be able to comply with the proposed or required time of completion or performance schedule;
- d. Have a satisfactory record of performance.

4. Timetable:

Mandatory Pre-Proposal meeting: 10:00 AM April 13, 2017
Proposals Due 2:00 PM on April 21, 2017.

5. Limitations:

This Request for Proposals does not commit the TOWN to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The TOWN reserves the right to accept or reject any or all statements received as a result of this request, or to cancel in part or in its entirety this Request for Proposals, if in the best interest of the TOWN to do so.

Sections 6 through 19 are shown/or the information of the CONTRACTORS submitting proposals, and will be part of the terms and conditions governing the contract.

6. Insurance and Bonds:

Insurance certificate is required as part of an award selection.

7. Contract Award:

Any contract entered into by the TOWN shall be in response to the proposal and subsequent discussions. The award shall be based on adequate financial resources for performance, or ability to obtain such resources, possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, ability to comply with proposed or required time of completion or performance, possession of a satisfactory record of performance and cost. ***The contract shall be a firm fixed price.***

8. Payment Schedule:

Invoices are due in duplicate and payable weekly. Invoices are to be for the actual dollar value of the services provided.

9. Ownership of Reports:

All data, materials and documentation pursuant to this contract shall belong exclusively to the TOWN.

10. Disagreements and Disputes:

All disagreements and disputes, if any, arising under the terms of the agreement, either at law, in equity, or by arbitrations, shall be resolved pursuant to the laws and procedures of the State of Virginia in which State this agreement shall be deemed to have been executed. No action at law, in equity or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of this agreement, in any jurisdiction whatsoever other than the State of Virginia.

11. Termination of Contract for Cause:

If, through any cause the CONTRACTOR shall fail to furnish in a timely and proper manner its obligation under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the TOWN shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished work by the CONTRACTOR under this contract shall, at the option of the TOWN become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such work.

12. Termination for Convenience of the TOWN:

The TOWN may terminate the contract at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished work and materials as described in Paragraph 11 above shall, at the option of the TOWN become its property. If the contract is terminated by the TOWN as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by this contract, less payments of compensation previously made.

13. Indemnification:

The CONTRACTOR agrees to protect, defend, indemnify and hold the Town of Clifton Forge harmless from and against any and all losses, penalties, damages, settlements,

costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the TOWN for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the TOWN, or its employees.

14. CONTRACT:

The contract between the Town of Clifton Forge and the CONTRACTOR shall consist of (1) The request for proposal (RFP) and any amendments thereto, and (2) the CONTRACTOR's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and referenced in the request for proposal shall govern. However, the Town of Clifton Forge reserves the right to clarify any contractual relationship in writing with the concurrence of the CONTRACTOR, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the CONTRACTOR'S proposal. In all other matters not affected by the written clarification, if any, the request for proposal shall govern. The proposer is cautioned that his proposal shall be subject to acceptance without further clarification.

15. CONTRACTOR'S Experience

The CONTRACTOR must submit a list of previous and current projects which are considered identical or similar to the scope discussed herein and shall include the following:

1. Contract duration, including dates.
2. Services performed and fees for services.
3. Name, address and telephone number of client which may be contacted for verification of all data submitted.
4. Statement as to whether project was completed on time and within budget.

16. Scope of Services:

The CONTRACTOR and, his employees shall perform all necessary services provided

under this contract as required by the Town in connection with and in regards to mowing and trimming approximately 26 acres of cemeteries including Mountain View, Crown Hill and Red Hill (April through October), and shall perform such services in a satisfactory and proper manner under the direction of the Public Works Director or his designated representatives . Service shall consist or mowing and trimming the cemeteries to commence in mid-April, as needed, progressing to weekly mowing May – August and then as needed in September – October. Finish cut will not exceed 2 inches. CONTRACTOR will trim around all stones and fences during each cutting. Special attention shall be given to the mowing schedule around the following holidays: Mother's Day, Memorial Day, Independence Day, Labor Day, the fall and spring cleanup (leaves and tree debris). Herbicide applications shall be provided along wood line of cemetery to control woody vegetation and growth (three applications per year).

A. Mowing

a. Appearance:

- All turf shall be mowed at a height of 2 inches, unless otherwise specified by the Town.
- All debris shall be removed before moving for safety and appearance.
- When mowing the CONTRACTOR must exercise caution around people and keep a safe distance when mowing.
- CONTRACTOR will be held accountable for CONTRACTOR caused damage to monuments and markers.

b. Performance :

- Start and stop dates to be determined by the Town annually.
- Mowing rotation is to be every seven (7) days during the growing season. The Town will determine which weeks to skip mowing of sites due to dry and slow growing conditions due to inspections and CONTRACTOR's reports.
- Prior to mowing, all debris shall be picked up and disposed of properly. All mowing operations shall be completed in such a manner as to prevent damage to turf,trees, shrubs, ground covers, structures . Site fixtures, and parked vehicles.
- Mower discharge should always prevent grass clippings to be blown on landscape beds and mulched areas. At no time shall grass be blown on parked vehicles.

B. String Trimming:

a. Appearance:

- String trimming shall be performed in a manner that cuts the grass blades at approximately the same height as the mower. The clippings shall be picked up or dispersed so that they are not noticeable.

b. Performance :

- For all turf areas inaccessible to mowers, a gas-powered line-trimming unit shall be used. These areas may include but not limited to areas along bed edges, light bollards, posts, signs, and fences.
- Damage to the base of plants or other site items from the line-trimming unit is not acceptable.
- CONTRACTOR will move flowers and plants for trimming and place them back on the monument that they were removed from.
- Use of approved herbicides can be used in select areas upon request by the CONTRACTOR and with approval by the Town.

C. Herbicide applications along wood line of cemetery to control woody vegetation and growth (three applications per year).

D. All staff must satisfy State regulations and Federal and State OSHA
CONTRACTOR must have an herbicide applicators license and be licensed to apply herbicides in the Commonwealth of Virginia.

17. **Term of Contract**

- The term of any resultant contract will be for one year with a 4 years extension option, at the end of the option the contract will terminate, unless sooner terminated pursuant to the term of the contract or by law or unless renewed as set forth in such contract. Upon the mutual agreement of the parties, the contract may be renewed for a four (4) year period.

- All terms and conditions shall remain in force for the term of the contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of the contract. Prices for any renewal periods will be subject to the mutual agreement of both parties but should be limited to the CPI adjustment not to exceed 1.5% per contract year.

18. Proposals

The following documents/information shall be included with your proposal;

- List of mowing equipment including number of pieces of equipment, makes and models.
- Numbers of employees during the season.
- Business Profile: Description of the Proposer's business including years in business, services provided, staff qualifications, past clients, current clients, professional affiliations, and license.
- Proposal/Signature Form.

19. SUBMISSION OF THE PROPOSAL

- Pre-Proposal Meeting: There is a mandatory Pre-Proposal Meeting scheduled for **10:00 AM on April 13, 2017, at** the Town of Clifton Forge Public Works Department located at 520 Howard Street, Clifton Forge, Virginia 24422, in the department's meeting room. Only Proposers who attend the Pre-Proposal Meeting shall be afforded the opportunity to submit a response to this RFP.
 - Sealed Proposals will be received at and until **2:00 p.m. on April 21, 2017**, in the Town of Clifton Forge Public Works Administration Building, 520 Howard Street, Clifton Forge VA, 24422, at which time they will be opened and publicly read aloud. Any response received after that time and/or date will be returned to the proposer unopened. Your response and pricing should be submitted in a sealed envelope/package, clearly marked as follows **Mowing Contract for Cemeteries Town of Clifton Forge**. Once Proposals are received, a committee will review the responses.

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

Producer:
COVERAGE

COMPANIES AFFORDING

Insured:

- (A)
- (B)
- (C)
- (D)
- (E)

COVERAGES:

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE (MM/DD/YY)	POLICY EXPIRATION (MM/ DD/YY)	LIMITS
	Commercial General Liability				\$500,000 each person \$2,000,000 aggregate \$1,000,000 Project aggregate
	Comprehensive Automobile Liability				\$500,000 each person \$500,000 each occurrence
	Umbrella or Excess Liability				\$1,000,000 Aggregate
	Workers' Compensation and Employers Liability				Statutory

DESCRIPTION OF OPERATIONS /LOCATIONS/VEHICLES/SPECIAL ITEMS:

CERTIFICATE HOLDER NAMED AS A NAMED INSURED:

Town of Clifton Forge
547 Main Street
Clifton Forge, VA
24422

CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

AUTHORIZED REPRESENTATIVE: _____

Note: The expiration date of the policy should be after the completion of the project or event, as applicable. Note: Thirty (30) day cancellation notice required

Proposal Sheet

Mowing cemeteries

per mowing _____

Herbicide applications

per applications _____