

RESUME: Award of Contract – Grounds Maintenance Services
Date: September 10, 2017
Presenter: Betsy Drewry, Finance Director
Michael Purvis, Director of General Services

RATIONALE: Invitation for Bid (IFB) #18-0801-1 was issued to solicit bids for comprehensive grounds maintenance work for the County. The IFB was issued on August 7, 2017 with an August 31, 2017 close date.

We received three responses. Two were responsive and one was determined to be non-responsive for failure to meet Staffing requirement (#9) of the IFB (see page 6 of 14 of the IFB).

A copy of the bid tabulation sheet is attached for your review as well as the IFB and related IFB attachment.

The lowest responsive bidder was **Heaton's Lawn Maintenance with a bid of \$59,337.48.**

RECOMMENDED ACTION: Staff recommends authorization of the County Administrator to execute a contract with Heaton's Lawn Maintenance for \$59,337.48 for a one year term with the option of three additional annual renewals.

ATTACHMENTS: Bid Tabulation Sheet
IFB and related attachment

County of Prince George Bid Tabulation Sheet

IFB #: 18-0801-1

Bid Description: Grounds Maintenance

Vendor Name	Contact/ Rep Name	Price	Options
One of A Kind Landscapes	Gaby Rengifo	\$55,500.00	SEE NOTE A
Heaton's Lawn Maintenance	Michael Heaton	\$ 59,337.48	
N R Hayes Lawn Care	Nicholas Hayes	\$ 72,180.00	

Notes:

NOTE A: One of a Kind Landscapes does not satisfy IFB 18-0801-1 Staffing criteria (Section 9). References provided available upon request; non-responsive bidder.


Procurement Officer



County of Prince George
FINANCE DEPARTMENT
P.O. BOX 68
6602 Courts Drive
PRINCE GEORGE, Virginia 23875
(804) 722-8710 Fax (804) 732-1966

Invitation For Bid

IFB # 18-0801-1

Grounds Maintenance

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Questions concerning sealed bids should be in writing addressed to:

Leigh Primmer
Procurement Officer
Prince George County
Finance Department

6602 Courts Drive
P.O. Box 68
Prince George, VA 23875

(804) 722-8710 Fax (804) 732-1966

or

E-Mail: lprimmer@princegeorgeva.org

1.0	PURPOSE.....	2
2.0	SCOPE OF WORK.....	2
2.1	MANDATORY PRE-BID CONFERENCE:.....	7
3.0	STANDARD TERMS AND CONDITIONS.....	7
3.1	APPLICABLE LAWS AND COURTS:.....	7
3.2	IMMIGRATION REFORM AND CONTROL ACT OF 1986:.....	7
3.3	CLARIFICATION OF TERMS:.....	7
3.4	PAYMENT:.....	7
3.4.1	<i>To Prime Contractor:</i>	7
3.5	QUALIFICATIONS OF BIDDERS:.....	8
3.6	CHANGES TO THE CONTRACT:.....	8
3.7	DEFAULT:.....	9
3.8	INSURANCE:.....	9
3.9	DRUG-FREE WORKPLACE:.....	10
3.10	AUDIT:.....	10
3.11	AVAILABILITY OF FUNDS:.....	10
3.12	WITHDRAWAL OR MODIFICATION OF BIDS:.....	10
3.13	RECEIPT AND OPENING OF BIDS:.....	11
3.14	BID ACCEPTANCE PERIOD:.....	11
3.15	TERMINATION BY OWNER FOR CONVENIENCE:.....	11
4.0	SPECIAL TERMS AND CONDITIONS	12
4.1	AWARD:.....	12
4.2	INSPECTION OF JOB SITE:.....	12
4.3	NEGOTIATION WITH THE LOWEST BIDDER:.....	13
4.4	RENEWAL OF CONTRACT:.....	13
4.4.1	<i>RENEWAL OF CONTRACT:</i>	13
4.5	SUBCONTRACTS:.....	13
4.6	WORK SITE DAMAGES:.....	14
5.0	METHOD OF PAYMENT.....	14
6.0	TERMS AND SIGNATURE SHEET	15

1.0 PURPOSE

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, Prince George County Administration Building, Third Floor, until, but no later than **10:00am** local time prevailing **August 31, 2017** and then publicly opened and read aloud for:

PURPOSE

<p>The purpose of this Invitation to Bid (IFB) is to solicit bids to establish a contract through competitive sealed bidding for the purchase of a <u>Grounds Maintenance Contract</u> for the County of Prince George.</p>
--

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidder shall sign this form in the space provided on the Terms and Signature Sheet and return bid documents to: Prince George County Finance Department, Administration Building - Third Floor, 6602 Courts Drive, P.O. Box 68, Prince George, VA 23875 in a sealed envelope. **Mark outside of your envelope with Invitation for Bid No. IFB # 18-0801-1**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the Prince George County Finance Department.

Nothing herein is intended to exclude any responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible vendors are encouraged to bid.

Quoted prices shall be F.O.B. to Prince George, Virginia, unless otherwise noted.

Unless otherwise agreed to at the time of award, payment terms are Net 30 (after services are rendered).

2.0 SCOPE OF WORK

The County of Prince George, Virginia is soliciting firms to provide complete grounds maintenance services at the County Courthouse Complex located at 6600 Courthouse Road, Prince George, Virginia 23875 as well as the County Animal Services facility located at 8391 County Drive, Prince George, Virginia 23875. Services include, but are not limited to, all labor, supervision, materials and equipment necessary to maintain the Courthouse Complex, Animal Services, Exit 45 and welcome sign locations as per the specifications contained herein. All companies submitting bids shall be fully outfitted to perform any and all work normally encountered in this type of operation. The County of Prince George has the right and, at its discretion, can supplement the grounds maintenance services as appropriate to maintain the complex grounds.

This contract includes:

- The entire 32+ acres of the complex (including spillway on the western property line) as well as the 0.932 acres around the County Animal Services facility, Exit 45 and two welcome sign locations. The only exclusion on the County complex is the Prince George School Board lot and the Scott Park acreage (see attachment).
- Maintenance of complex directional sign locations to include weeding and a fall and spring planting of appropriate annuals.
- Maintenance of crepe myrtles located throughout complex on an annual basis per direction of the General Services department. Exception to this would be the as-needed trimming of the crepe myrtles around the police department sign which may need to be maintained more frequently.
- Exit 45 mowing, areas as per attached maps. Ground lights, trees, plants and flowers to be avoided but neatly maintained around. Monthly weeding of plant area should be included.
- Maintaining of two welcome sign locations – Route 156 near Hopewell/Prince George line and Route 10 near Surry/Prince George line. Maintenance shall include occasional cleaning of both signs as mold will sometimes grow. Route 156 sign requires mowing of grass around sign. Route 10 sign does not require mowing but does require occasional trimming of trees and/or clearing of weeds to keep sign visible.

Contractor shall have a valid contractor's license issued by the State of Virginia.

The following specifications shall be adhered to:

1. Lime

Adequate soil tests shall be made on site during the first fall growing season (August – September) to determine the pH of existing soils. Lime shall be applied to adjust the pH to 6.5. The pH shall be maintained as near 6.5 as possible. Additional tests shall be taken to verify results. Laboratory samples shall be submitted for each lawn area. Problem areas or areas with bare soil shall be addressed separately. The results of the tests shall be provided to the General Services Department for review and recording purposes. The contractor shall be responsible for the costs of the test. Thereafter, tests and necessary liming shall be accomplished semi-annually to maintain a pH of 6.5. The following table shall be used for determining lime quantities per 1,000 sq. foot.

<u>PH Value</u>	<u>Lime Quantity</u>	<u>PH Value</u>	<u>Lime Quantity</u>
6.2	40 lbs.	5.2	140 lbs.
6.0	70 lbs.	5.0	160 lbs.
5.8	85 lbs.	4.8	205 lbs.
5.6	105 lbs.	4.6	230 lbs.

Only ground agricultural limestone is to be used. The application of lime shall be observed by a member of the General Services Department. Verification of the amount of lime applied shall be supplied to the General Services Department for recording purposes. All water shall be furnished by the County; however, it is the Contractor's responsibility to connect to the County's water supply.

2. Fertilizing

Fertilizer shall be applied based on soil test results from a reputable soil testing laboratory. Phosphorus fertilizers should not be applied unless specified by the soil test report. Fertilizer applicators must complete the Certified Fertilizer Applicator training as required by Virginia regulation [2 VAC 5-405, Regulations for the Application of Fertilizer to Nonagricultural Lands](#).

Application timing	Rates per 1,000 sq. foot.	
May 1 – June 15	10 lbs.	10-0-10 or equivalent
August 15 – September 15	10 lbs.	10-0-10 or equivalent
October 1 – October 15	10 lbs.	10-0-10 or equivalent

Fertilizer may be applied as a liquid at the Contractor's option, provided chemical analysis' are met or exceeded. The application of fertilizer shall be observed by a member of the General Services Department. Verification of the amount of fertilizer applied shall be supplied to the General Services Department for recording purposes.

3. Over Seeding

All grass seed used must be free of noxious weeds and approved by the Virginia Crop Improvements Association in accordance with the latest edition of the Virginia Department of Transportation Road and Bridge Specifications. The grass seed shall be applied as follows and at the rates given per 1,000 sq. foot.

August 15 – October 15	5 lbs.
------------------------	--------

The seed is to be 100% Kentucky 31 Tall Fescue. Hydro seeding may be used on large areas for fertilizer and grass seed. When seed is applied in a dry foam, it shall be watered thoroughly. The application of seed shall be observed by a member of the General Services Department. Verification of the amount of seed applied shall be supplied to the General Services Department for recording purposes. Immediately after the fall seeding is complete, all areas shall be thoroughly aerated to a depth between 2 " – 3".

4. Mowing

Mowing is to be performed when needed between March 15 and November 15. Grass is to be maintained at a height of approximately 3". The grass shall be mowed often enough to prevent the need for collecting clippings. If the collecting of clippings is necessary, such as after a rainy spell when lawns cannot be mowed, the clippings are to be removed and disposed of by raking and/or vacuuming. Weather permitting, once mowing has begun the complex should be complete within 2 days. Mowing should not be a continual, everyday event on the complex. Prior to mowing, all the limbs dropped or blown from trees must be picked up and removed from the grounds. During the dormant period, grounds maintenance provided by the contractor shall occur as directed by the County and can include time periods similar to mowing season time requirements. If a declared disaster event should happen in the County, the removal of debris and limbs dropped due to the declared disaster would be exempt from this contract.

5. Edging

All sidewalks, curbs, gutters, driveways, etc. shall be neatly edged to remove overhanging grass as often as necessary. Any grass growing in cracks and joints is to be removed. This includes brick walks also. Where mowing cannot be done adjacent to buildings, signposts, benches, and other obstructions, the grass shall be neatly clipped by use of hand tools. All debris from edging shall be cleaned up and disposed of at appropriate disposal sites.

6. Weed Control

The Contractor shall be responsible for identifying weeds and applying the correct herbicide. 2,4-D+ Dicamba applied in the spring and fall when weeds are actively growing will control chickweed and most cool season broadleaf weeds. Pre-emergent crabgrass herbicides include DCPA, Bensulide, Bandance, Benefin and Terbutol. Wild onion shall be controlled during February, March, April, November and December. Weed control shall be performed in cracks on sidewalks and parking lots also. Applicator shall have proper certifications for the application of herbicides. Weeds must be removed at all locations immediately adjacent to each building. In particular, all weeds must be removed from stone beds surrounding the perimeter of the County Administration Building. These activities should occur with every mowing and as required during dormant season.

Contractor must have on staff an employee responsible for this service that is licensed as a commercial applicator. Proof of license shall be provided along with the bid response.

7. Plant Bed Maintenance

The Contractor is responsible for maintaining all *existing* plant beds, shrubbery, and trees within the complex. Maintenance includes, but is not limited to trimming, weeding, mulching (on an annual basis), watering and caring for existing plant material. Price for the annual mulching shall be included in the total price for service. The contractor will be responsible for replanting *existing* shrubbery and trees (up to five (5) per contract year). Owner will have the option of obtaining replacement shrubbery and trees from contractor or they may be purchased and supplied to contractor for planting. Plant bed maintenance should occur with every mowing or when directed by the County. Specifically, plant and tree watering should occur before or after each mowing. Watering must be done in sufficient quantity and time to adequately maintain plant life. It shall be done at times as directed by the County most favorable to plant life. Mulch may be supplied by the County and shall be spread as needed at the direction of the County.

Plant material not currently on property will be considered outside the scope of this document and may be bid out as a separate work order.

8. Cleanup

All grounds shall be maintained in a neat and orderly appearance. Cleanup shall include leaf raking when necessary, litter pickup, removal of grass clippings and other objectionable material that may be deposited on lawn areas. All material removed from lawns is to be disposed of in the proper manner

at proper disposal sites. The cost of the disposal shall be the responsibility of the Contractor. The County complex is to be visited at least once a week during the dormant season for purposes of cleanup.

9. Staffing

All bidders are required to have engaged in commercial or institutional grounds maintenance service contracting in the Richmond and/or Tri-City area for a period of no less than one (1) year and have sufficient staff currently in their employment to adequately service the area listed. All work is to be performed in a professional manner and adequate supervision shall to maintain at all times. Employees of the contractor shall be courteous at all times and be easily identified as working for the grounds maintenance contractor. Contractor must have on staff an employee responsible for application of chemicals for weed control that is licensed as a commercial applicator. Proof of license shall be provided along with the bid response.

The contract period would begin in December 2017. A definite date will be set with contractor once award is made. The contract will have the option to renew for three (3) additional one year periods.

The contractor would be prohibited from working during periods of heavy fog, rain or other adverse weather conditions which would diminish the effectiveness and/or overall quality of work. The contractor would also be prohibited from working on State declared 'red ozone' days.

The contractor shall operate riding equipment with extreme caution when on or near any pedestrian walkways. Equipment guards shall remain in place at all times. Guards shall not be compromised during operation of equipment.

The contractor will ensure that all personnel are outfitted with the necessary personal protective wear in accordance with OSHA standards.

The contractor shall provide a minimum of two (2) days notice to the Department of General Services prior to performing lawn maintenance.

Upon completion of each work assignment, the Contractor shall be responsible for cleanup of the grounds including, but not limited to, removal and proper disposal of trash and vegetative waste. All walkways and parking areas are to be free of grass clippings and debris with each mowing.

Should any issues arise during the course of this contract in which the County feels there is a deficiency in the work of the contractor, the deficiency will be addressed with the Contractor and the Contractor will be given 10 days to correct the deficiency.

The contractor will be allowed to terminate the contract with the County for due cause after giving a 30 day notice to the County.

2.1 MANDATORY PRE-BID CONFERENCE:

A mandatory pre-bid conference will be held at **9:00 am on August 15, 2017** at the Prince George County Administration Building, 3rd floor Finance Office, 6602 Courts Drive, Prince George, Virginia 23875. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Attendance at this conference is a prerequisite to submitting a bid, so all bidders who intend to submit a bid shall attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

The contractor's signature on this solicitation constitutes certification that they have inspected the job site and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County.

3.0 STANDARD TERMS AND CONDITIONS

3.1 APPLICABLE LAWS AND COURTS:

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 County. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

3.2 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

3.3 CLARIFICATION OF TERMS:

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Any necessary additions or corrections to this IFB will be made by addenda, and issued to all Bidders of record. Addenda become part of the IFB, and must be acknowledged by each Bidder; failure to acknowledge any addenda shall not relieve Bidders of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

3.4 PAYMENT:

3.4.1 To Prime Contractor:

- a. Contractor must provide grounds maintenance service on a weekly basis. **Payment shall not be made to contractor for weeks in which service is not performed.** Inclement weather

conditions will be taken into consideration. The contractor will not be expected to perform his duties during unsafe conditions. A reasonable approach which is generally accepted as industry standard will be used to determine (by the County) weeks when landscaping service is not feasible.

- b. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number;
- c. 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, however.
- d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- e. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

3.5 QUALIFICATIONS OF BIDDERS:

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the County all such information and data for this purpose as may be requested. 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 provide the services and/or furnish the goods contemplated therein.

3.6 CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or

3.7 DEFAULT:

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

3.8 INSURANCE:

By signing and submitting a bid or proposal under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Prince George must be named as an additional insured and so endorsed on the policy.

-
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

3.9 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 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 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, 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.

3.10 AUDIT:

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Prince George, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

3.11 AVAILABILITY OF FUNDS:

The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by The County of Prince George Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3.12 WITHDRAWAL OR MODIFICATION OF BIDS:

Prior to bid opening, bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on a separate document. Written modifications must be signed by the person making the modification or withdrawal.

No bid shall be altered or amended after the specified time for opening.

After the deadline fixed for bid receipt, A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake

therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid and which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid and which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed trade secret or proprietary information pursuant to Code of Virginia, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

3.13 RECEIPT AND OPENING OF BIDS:

- (a) It is the responsibility of the bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered.
- (b) Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a proposal not properly addressed and identified.
- (c) The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.
- (d) In the event that The County of Prince George is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid opening, the bid opening date will default to the next open business day at the same time.

3.14 BID ACCEPTANCE PERIOD:

Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

3.15 TERMINATION BY OWNER FOR CONVENIENCE:

- a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately

cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the terms of this contract,
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.
- b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

4.0 SPECIAL TERMS AND CONDITIONS

4.1 AWARD:

An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

4.2 INSPECTION OF JOB SITE:

My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County.

4.3 NEGOTIATION WITH THE LOWEST BIDDER:

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

4.4 RENEWAL OF CONTRACT:

4.4.1 RENEWAL OF CONTRACT:

This contract may be renewed by the County for 3 successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

4.5 SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their 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.

4.6 WORK SITE DAMAGES:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

5.0 METHOD OF PAYMENT

Itemized billing shall be submitted to the County on a monthly basis for services. Payments will be made only after services have been received and receipt of a valid invoice.

Invoices are to be submitted to the following address:

Prince George County
General Services
Post Office Box 68
6602 Courts Drive
Prince George, VA 23875
ATTN: Valerie Mann

6.0 TERMS AND SIGNATURE SHEET

Terms and Signature Sheet:

IFB # 18-0801-1

Grounds Maintenance

Our total lump sum price shall be: \$ _____ (annually for the County complex, animal services location, welcome signs and Exit 45 Gateway and Streetscape locations)

In compliance with this invitation and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or service upon which prices are quoted, at the price quoted, as specified.

My signature on the bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Date: _____

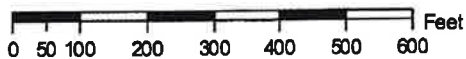
Telephone Number: _____

If your company would accept monthly payment by purchasing card (without any additional fees), please initial here: _____

County of Prince George Courthouse Complex



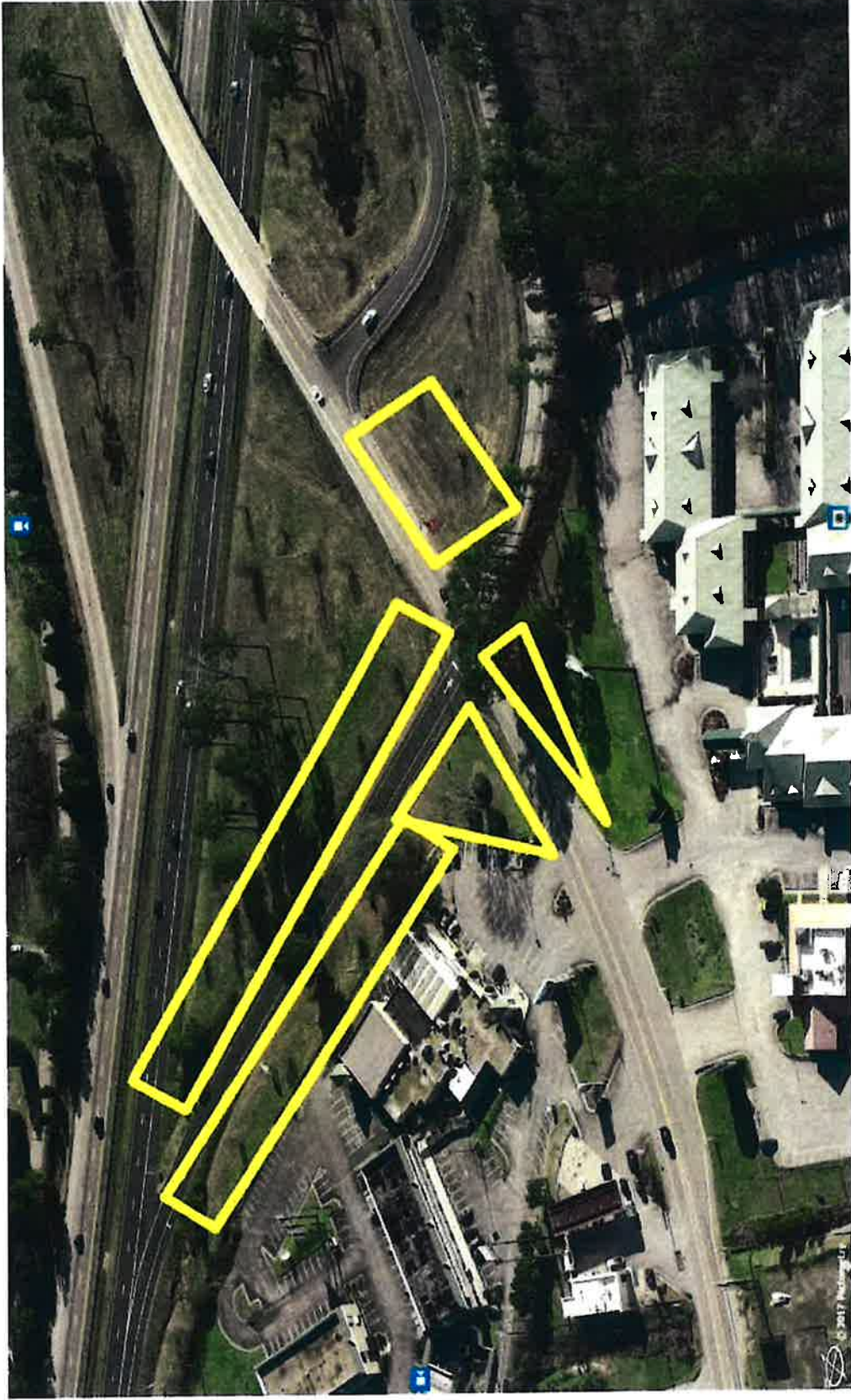
aine



- Roads
- Area to be maintained
- TaxParcels

12/21/2009





Exit 45 mow area #2 ("The Gardens at Exit 45"):
Cameron Foundation Gateway project on four (4) corners of Exit 45 southbound ramp.
Ground lights, trees, plants and flowers must be avoided and neatly maintained around.
Monthly weeding of gardens (non-mow areas) shall be included in bid. Areas shown are approximate location.



**Exit 45 mow area #1:
Sidewalk area on South Crater Road (Route 301) across the street from Nanny's Restaurant. North of Hampton Inn.
Area shown is approximate.**

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 10th day of October, 2017:

<u>Present:</u>	<u>Vote:</u>
William A. Robertson, Jr., Chairman	
Donald R. Hunter, Vice-Chairman	
Alan R. Carmichael	
Hugh G. Mumford	
T. J. Webb	

A-4

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION; AWARD OF CONTRACT (\$59,337.48 HEATON'S LAWN MAINTENANCE for COUNTY GROUNDS MAINTENANCE)

WHEREAS, On August 7, 2017 an Invitation for Bid (IFB #18-0801-1) was issued to solicit bids for County grounds maintenance services. The IFB closed on August 31, 2017 with three responses; two of which were responsive bids. The lowest responsive bid was in the amount of \$59,337.48 and was received from Heaton's Lawn Maintenance; and

WHEREAS, Staff is requesting authorization for the County Administrator to enter into a one-year contract with Heaton's Lawn Maintenance in the amount of \$59,337.48 for County-wide grounds maintenance services, with the option of three annual renewals.

NOW, THEREFORE, BE IT RESOLVED That the Board of the Supervisors of the County of Prince George this 10th day of October, 2017, hereby awards the bid for the County Grounds Maintenance Services to Heaton's Lawn Maintenance in the amount of \$59,337.48 and authorizes the County Administrator to execute a one-year contract with the option for three annual renewals.

A Copy Teste:

Percy C. Ashcraft
County Administrator