

May 04, 2022

To Whom It May Concern:

The Town of Damascus is accepting bids from qualified vendors for mowing services on public lands within the Town of Damascus, Virginia.

Bids must be received no later than 3:00 pm, June 2nd, 2022, and must be clearly identified on the outside of the envelope. "Town of Damascus: Mowing Bid". Proposals received after that time, postmarks notwithstanding, shall be rejected. The Town of Damascus (Town) reserves the right to reject any or all proposals.

The Proposal packet, containing instructions and specifications, is attached for your use. If further information is required, please contact me at (276) 783-5103, ext 315.

Always a pleasure,

Gavin N. Blevins
Town Manager; Zoning & Floodplain Administrator

Attachments:
Description of Services Sought
Bid Form

Project Description:

The Town of Damascus, Virginia (Town) owns and manages various public spaces within the corporate limits of the Town and seeks to supplement staff maintenance obligations utilizing private mowing services of specific public spaces which require additional care and specialization in landscaping services.

There are four (4) main public spaces within the Town jurisdiction, with various landscaping requirements, plus several specific amenities, such as trails, which require separate maintenance schedules and practices. The spaces, schedules, and maintenance services sought by the town as specified in the following sections, along with the general terms and conditions.

Scope of Work/Specifications:

1.) Mowing (See Attached Map)

Mow the following lots and/or public spaces:

- o Damascus Town Park (approx. acreage 4.80)
- o Damascus Trail Center; 209 W Laurel Ave (approx. acreage: 0.30)
- o Laurel Creek Park; 125 W Imboden St (approx. acreage: 0.48)
- o Main Street corridor; 208 W Laurel Ave (approx. acreage: 0.15)

(Bids must include a separate price for each space listed above)

Frequency: Schedule: Weekly from May to September (approximately 20 occurrences).

2.) Landscape Tending (See Attached Map)

Mulch, weed, and prune around plants in the following lots/public spaces:

- o Laurel Creek Trail & Park (approx. acreage 0.67)

3.) Weed & Invasive Plant Removal

Pull, edge, and/or spray herbicide to remove vegetation from the followings lots/public spaces:

- o Main Street corridor hardscapes; 208 W Laurel Ave (approx. acreage: 0.39)

Bidder Qualification:

Bidders must sign a liability release form before commencing work.

GENERAL TERMS AND CONDITIONS

A. Ethics in Public Contracting

By submitting their Bid, the Bidder certifies 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 sub-contractor 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 or money, services or anything of more than nominal value, present

or promised unless consideration of substantially equal or greater value was exchanged.

B. Payment

1. Invoices for work done shall be submitted by the Bidder directly to the Town Clerk, 208 W Laurel Ave, Damascus, VA 24236. All invoices shall show the Bidder's federal employer identification number.
2. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after the invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

C. Changes to the Contract

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

1. Town may order changes within the general scope of the contract at any time by written notice to the Bidder. Changes within the scope of the contract include, but are not limited to, things such as the method of mowing, spaces mowed, frequency of mowing, landscaping tasks, necessary herbicide sprayings, etc. The Bidder shall comply with the notice upon receipt. The Bidder shall be compensated for any additional costs incurred as the result of such order and shall give Town a credit for any savings.
2. 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.
3. Town reserves the right to renew the contract annually for three (3) additional years.

D. Default

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

E. Award

Awards are made to the lowest responsive and responsible Bidder. The Town reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete scope items prior to making an award.

F. Negotiation with the Lowest Bidder

Unless all bids are canceled or rejected, the Town reserves the right granted by Section 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 Town whenever such low bid exceeds the Town's available funds. For determining when

such negotiations may take place, the terms "available funds" shall mean those funds that were budgeted by the Town 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. Town shall initiate such negotiations by written notice to the lowest responsive, responsible Bidder that its bid exceeds the available funds and that the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible Bidder.

G. Work Site Damages

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

H. Inspection of Job Site

Signature on this solicitation constitutes certification that Bidder has inspected the job site and is 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 Town.

I. Insurance

The following insurance coverages and limits are required:

1. Worker's Compensation: No contractor shall perform any work unless he/she has obtained and continues to maintain for the duration of the contract, such worker's compensation insurance as may be required by Title 65.2, Chapter 8 of the 1950 Code of Virginia, as amended, and no Offeror will be awarded the contract unless prior to the award he/she furnishes evidence of such coverage on the form attached hereto.
2. Employer's Liability: \$100,000.00 minimum.
3. Commercial General Liability: \$500,000.00 combined single limit.
4. Automobile Liability: \$500,000.00 minimum.

J. Final Inspection

At the conclusion of the work, the contractor shall demonstrate to the SWIFA Coordinator that the work is fully completed and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

K. Renewal

The Town may renew the contract with the awarded Bidder for a period of up to three (3) years, in addition to the initial contract year (2022). Such renewals shall be subject to any renegotiations of scope or costs related to services requested.

METHOD OF PAYMENT:

Upon proof of completion of the work described, the Bidder will be paid the contract amount. Please reference the General Terms and Conditions section for approved payment procedures.

**Mowing & Landscaping Services
BID FORM**

SUBMITTED: _____, 20____

Bidder: _____

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person or firm herein mentioned has any interest in this bid/contract; that this is made without connection with any other person or company or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that they have examined the specifications of the services and informed themselves fully in regard to all the conditions pertaining to the services; that they have examined the specifications relative thereto and have read all special provisions furnished prior to the opening of the bids; that they have satisfied themselves relative to the equipment and service to be provided.

The bidder agrees, if this bid is accepted, to furnish all necessary equipment and services necessary to complete the:

SERVICES

Town of Damascus, VA

In full and complete accordance with the shown, noted, described and reasonably implied requirements of the Invitation for Bids attached hereto to the full and entire satisfaction of the Town, with the definite understanding that no money will be allowed for extra work except as set forth in the attached Invitation for Bids for the sum reflected below:

Bid Per Lot for a single mowing:

- o Damascus Town Park (approx. acreage 4.80) \$ _____
 - o Damascus Trail Center; 209 W Laurel Ave (approx. acreage: 0.30) \$ _____
 - o Laurel Creek Park; 125 W Imboden St (approx. acreage: 0.48) \$ _____
 - o Main Street corridor; 208 W Laurel Ave (approx. acreage: 0.15) \$ _____
- Total Bid Cost: Per Mowing \$ _____**

Bid Per Lot for landscape tending:

- o Laurel Creek Trail & Park (approx. acreage 0.67) \$ _____

Bid Per Lot for weed removal from hardscapes:

- o Main Street corridor hardscapes; 208 W Laurel Ave (approx. acreage: 0.19)

Total Bid Cost: \$ _____

Signature _____