



Warren County Public Schools

210 North Commerce Avenue
Front Royal, Virginia 22630-4419
Phone (540) 635-2171
Fax (540) 636-4195
www.wcps.k12.va.us

OFFICE OF THE
SUPERINTENDENT

INVITATION FOR BID

Landscape & Turf Maintenance Services

BID ACCEPTANCE DATE: **2:00 p.m. Wednesday, January 25, 2023**

IFB NUMBER: 2022-04

ACCEPTANCE PLACE Warren County Public Schools
622 N. Commerce Avenue
Front Royal, Virginia 22630

Warren County Public Schools is requesting bids for Landscape & Turf Maintenance Services.

There will be no pre-bid conference. If a Contractor is interested in viewing the locations to be mowed, it is strongly suggested to contact the *Maintenance Supervisor, Bryan Helmick at 540-631-0040, Ext 34424.*

Bidders are encouraged to perform a walkthrough of each location prior to submission of bid.

The awarding authority for this contract is the Warren County School Board. It is understood and agreed that the contract generated from this IFB shall be subject to annual appropriations by the Warren County Board of Supervisors. Should the Board of Supervisors fail to appropriate funds for the contract, the contract will be terminated when funds are exhausted. There shall be no penalty should the Board of Supervisors fail to make annual appropriations for the contract.

All inquiries for information should be directed to: Greg Livesay Phone (540) 631-0040, ext. 34426.

E-mail: Requests for information related to this Invitation should be directed to:
glivesay@wcps.k12.va.us

This document can be downloaded from eVA or Owner's website (www.wcps.k12.va.us click on Request for Bids)

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .

INVITATION FOR BID

Landscape & Turf Maintenance Services

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BID PRICING FORM AND OTHER FORMS TO BE EXECUTED BY THE BIDDER

Landscape and Turf Maintenance Services

1.0 PURPOSE

Warren County Public Schools is seeking Invitation for Bids (IFB) from a qualified landscape and turf maintenance contractor to perform scheduled and unscheduled landscape and turf maintenance Services for eight (8) schools and (1) Transportation Center for a total of nine service locations. This solicitation is issued by the Warren County Public Schools Facilities Management Office on behalf of the Warren County School Board, herein referred to collectively for convenience as "Owner".

2.0 COMPETITION INTENDED

It is Warren County Public Schools intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Director of Facilities in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Director of Facilities not later than fifteen (15) days prior to the date set for bids to close.

3.0 SCOPE OF SERVICES

3.1 GENERAL REQUIREMENTS:

The contractor shall provide all labor, supervision, vehicles, equipment, materials and supplies necessary to provide grounds maintenance services for Warren County Public Schools. Bidders shall be adequately equipped, supplied and staffed to provide the specified services stipulated in this document in a timely and professional manner at all times while this contract is in effect.

The extent and scope of the services to be performed by the contractor shall be subject to the general control and approval of the Director of Facilities or his/her authorized representative(s). The firm shall not comply with requests and/or directives issued by anyone other than the Director of Facilities or his /her designee. Any change to the contract must be approved in writing by the Director of Facilities and the Contractor.

Services to be provided include, but may not be limited to :

- Mowing and trimming.
- Grounds manual labor including but not limited to weeding, debris removal and hand raking.
- Pruning, cutting and trimming of small trees and bushes.
- Aeration, fertilization and seeding of turf areas.

3.2 SCOPE

Areas to be maintained by the Contractor will be designated by the use of aerial maps to give the Contractor the general scope of work at each site. All Bidders are strongly encouraged to review the aerial maps for each site before your bid is submitted.

Aerial Maps are available for review/download on eVA or on Owner's website (www.wcps.k12.va.us, click on Request for Bids). No plea of ignorance of conditions that exist shall be the basis of additional compensation.

Bidders are strongly urged to conduct site inspections prior to the submission of their bid. Note, aerial maps do not meet surveying accuracy standards and are at different scales. Contractors must understand that an aerial map does not convey the topography of the individual sites; **a site visit is the Contractor's responsibility prior to submitting a bid**. If there are any discrepancies between maps and the contract specifications, the contract specifications shall supersede.

- a. Grass shall be mowed and maintained to a height of between 2.5 and 3.5 inches.
- b. The Contractor shall collect and remove all heavy, noticeable grass clippings and remove from Owner sites within twenty-four (24) hours of mowing. Heavy clippings is defined as any clippings that would be detrimental to the health of the underlying grass. Light clippings shall be left undisturbed. The contractor **shall not** use Owners solid waste containers for disposal.
- c. Trimming / weed eating along all buildings, steps, sidewalks, planter beds, fence lines and curbs lines, etc. is required at time of cutting.
- d. The Contractor must provide equipment that is well maintained and not prone to mechanical breakdowns at all times while this contract is in effect. Contractor's equipment shall be adequately maintained per industry standards to provide regular service without interruption.
- e. Contractor to ensure that all safety features for provided equipment is in place and in safe operating condition. All discharge chutes/guards, ROP's (roll over protection devices) must be in place and in use at all times when providing service on School Board property.
- f. The Owner reserves the right to inspect Contractor's equipment and require removal or repair to Contractor's equipment prior to it being placed back into service on Owners site.
- g. Prior to contract award, Contractor will coordinate with Owner to strategically stage equipment and vehicles while on Owner's property so as to not disrupt traffic flows, parking and safety of students and staff. The contractor will avoid mowing in those immediate areas when students or staff are present or using fields.

3.2.1 Frequency

The Contractor shall mow and trim every 10 days, but not less than 7 days and not more than 10 days unless otherwise specified by the type of lawn maintenance required or by the Owner. Mowing and trimming per site shall be completed on the same day.

Contractor shall provide lawn maintenance services from the first day of April through the last day of October. Approximately thirty (30) weeks. Contractor shall not provide services before or after these dates unless authorized to do so by Warren County Public Schools. Regular mowing shall take place between the hours of 7:00 a.m. to dusk, Monday through Friday, unless inclement weather or pre-empted by scheduled school activities requires otherwise. Owner may request an earlier start date or postpone the end date due to growing conditions.

Warren County Public Schools reserves the right to amend the frequency of mowing's without penalty as needed based on periods of excessive or no growth.

4.0 SERVICE LOCATIONS

Attached herein are the locations for the grounds maintenance under this contract. The table shows the name, address of the location, the estimated total site acreage and estimated Turf Mowing Acreage for each location as it is to be listed on all invoices and service tickets. Mowing boundary maps are included in attachment 'A'.

Location	Estimated Mowing Acreage	Total Est Site Acreage	Comments
AS Rhodes Elementary School 224 West Strasburg Road Front Royal, VA	4.1	9	
E Wilson Morrison Elementary School 40 Crescent Street Front Royal, VA	.25	3	
Hilda J Barbour Elementary School 290 Westminster Drive Front Royal, VA	5.7	51	Includes BMP's (storm water retention ponds)
Leslie Fox Keyser Elementary School 1015 Stonewall Drive Front Royal, VA	6.13	12	Includes BMP's (storm water retention ponds)

Ressie Jefferies Elementary School 320 East Criser Road Front Royal, VA.	5.77	20	Includes BMP's (storm water retention ponds)
Skyline Middle School 240 Luray Avenue Front Royal, VA	8.2	30	
Warren County Middle School 522 Heritage Drive Front Royal, VA	8.8	31	Includes BMP's (storm water retention ponds)
WCPS Transportation Department 111 East Criser Road Front Royal, VA	.61	3.75	
Blue Ridge Technical Center 280 Luray Avenue Front Royal, VA	N/A	N/A	Included with Skyline Middle School

5.0 Contractor Equipment and Personnel: The Contractor shall provide all required fuel, equipment and personnel to fulfill all obligations and responsibilities of Lawn Maintenance Services required herein. All mowing equipment shall be equipped with turf tires to avoid excessive marking of Owner turf. The Contractor shall keep all mower blades sharpened to provide a smooth, clean cut and so as not to tear the grass when cutting. The Contractor shall keep tires/larger pieces of equipment off blacktop and court areas to prevent unsightly marks. The Contractor shall not use any chemicals in the lawn maintenance process. The successful Contractor must have the financial resources to complete the scope of work and services. Contractor must acknowledge on the Bid Form that they have adequate equipment and personnel to fulfill the terms of the contract, should they be awarded this contract. Failure to provide this list and acknowledgement may cause Bidder(s) to be declared non-responsive.

- a. Contractor trucks and trailers must be clearly marked with safety cones or other devices when parked to ensure the public is well aware of their presence during operations and grounds maintenance.
- b. Cleaning Up: The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator.
- c. The Owner may consider the use of sub-contractors on a case by case basis for services awarded through this contract during work force shortages but will require approval in writing by the Owner; all services must be provided by the Contractor and the Contractor's direct employees or sub-contractors during work force shortages. Contractor shall have an adequate number of employees designated to provide the services required per this IFB and subsequent contract. Contractor personnel must be aware of the safety of the public at all times during operations, adhering to all federal, state, and local safety laws. The Contractor shall assume all on-the-job responsibilities for the actions of his personnel. The Contractor shall confirm that caution be exercised to prevent injury to the public and damage to public or private property.
- d. The Contractor shall be completely familiar with, and shall enforce all Federal, State and local Federal OSHA regulations and requirements as applicable for services performed under this contract. The Contractor shall be responsible for the proper operation and maintenance of all safety equipment associated with the lawn care services. Contractor shall observe all safety precautions as not to damage or endanger employees, property or the public in general. All incidents must be reports to the Contract Administrator immediately.
- e. The successful Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee or sub- contractor as may be necessary.
- f. REMOVAL OF EMPLOYEES: The Owner may request the successful

firm(s) to immediately remove from assignment or to dismiss any employee or sub-contractor found unfit to perform duties due to one or more of the following reasons: *Neglect of duty; which includes but is not limited to, the specified scope of work *Disorderly Conduct, use of abusive or offensive language, quarreling, intimidation by records or action or fighting , *Theft, vandalism, immoral conduct or any other criminal activity *Selling, consuming, possession, or being under the influence of intoxicants, including alcohol, tobacco, or illegal substances while on assignment to this Contract.

- g. The successful Contractor shall provide adequate competent supervision at all times during the performance of the contract. A qualified Project Manager shall be designated in writing to this project prior to executing the contract. The Project Manager or his designee must be readily available to meet with the Owners personnel. The successful contractor shall provide the telephone number(s) where its representative can be reached.

5.1 **BIDDER'S MINIMUM QUALIFICATIONS:** Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. All bidders must submit the documentation indicated below with their bid. Failure to provide any of the required documentation shall be cause for bid to be deemed non-responsible and rejected. The following criteria shall be met in order to be eligible for this contract. Bidders shall demonstrate they have been in business providing similar grounds maintenance services for at least five (5) years. Bidders shall provide, at a minimum, three (3) comparable references of which similar work has been performed. These references shall be for work performed for other governmental agencies or public school bodies of comparable size. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed.

5.2 **Background Checks:** Background checks of contractors employees and/or sub-contractors may be conducted at the discretion of the Owner after the Contractor identifies those persons who will be working under the Contract. If requested the Contractor shall provide the background checks immediately upon request or with the time stipulated by the Owner.

6.0 CONTRACT TERMS and CONDITIONS

6.1 Contract Period

The initial period of this contract is for fifteen (15) months commencing upon the initial start date of April 1, 2023 through June 30, 2024.

This contract may be renewed based on the same terms and conditions at the expiration of its initial contract term by mutual agreement of the contractor and Warren County Public Schools. The renewal may be up to four (4) one year renewals upon expiration of the initial contract period.

Notice of intent to renew will be given to the Contractor in writing by Warren County Public Schools, normally ninety (90) days before the expiration date of the current contract. This notice will not be deemed to commit Warren County Public Schools to renew the contract for the renewal period, until such time as the School Board takes official action to commit and approve such a renewal.

6.2 Safety Data Sheets

The contractor must provide to the Owner's representative the SDS (Safety Data Sheets) for any materials or products utilized in the performance of this contract.

6.3 License Requirement

All firms doing business in Warren County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance and any other applicable state licensing requirements.

Wholesale and retail merchants **without** a business location in Warren County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (540) 635-2651.

6.4 Payment of Taxes

All contractors located or owning property in Warren County shall assure that all real and personal property taxes are paid. Warren County Public Schools will verify payment of all real and personal property taxes by the successful contractor prior to the award of any contract renewal.

- 6.5** The Contractor shall have in effect during all times under this contract, comprehensive general liability insurance, including products and contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/per person.

Worker's Compensation and Employer's Liability. The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting CSMC's Obligations are to be performed. Such insurance shall not have a limit of liability less than the following:

- a. Bodily Injury by accident, \$500,000 for each accident;
- b. Bodily Injury by disease, \$500,000 policy limit;
- c. Bodily Injury by disease, \$500,000 for each employee.

Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent Contractor, and personal injury insurance in support of section 10 of the Additional Standard Terms and Conditions (Appendix H) entitled "Indemnification". This policy shall be endorsed to include the Warren County School Board, its members, officers and employees, as an additional insured during the Contract Term and shall state that this insurance is primary insurance as regards any other insurance carried by the School Board. The Contractor shall procure and maintain Public Liability Insurance in an amount not less than:

- a. \$1,000,000 for each occurrence involving bodily injury;
- b. \$1,000,000 for each occurrence involving property damage;
- c. \$2,000,000 aggregate limits.

Comprehensive Automobile Liability. The Contractor shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Contractor, with the following limits:

- a. \$1,000,000 for each occurrence involving personal injury;
- b. \$1,000,000 for each occurrence involving property damage;
- c. \$2,000,000 aggregate limits.

The Warren County School Board, its members, officers, and employees, shall be named as additional insureds on the General Liability and automobile insurance policy. The Contractor must provide a waiver of subrogation in favor of WCPS for General Liability, Automobile, and Worker's Compensation.

In addition, the Contractor shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of WCPS. The Contractor further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments, and other articles owned by its employees.

The contract of insurance shall provide notice to WCPS of cancellation of insurance policies 30 days before such cancellation is to take effect.

6.6 Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless Warren County Public Schools, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

6.7 Safety

All contractors and subcontractors performing services for Warren County Public Schools are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and

regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

6.8 Permits

It shall be the responsibility of the Contractor(s) to comply with County Ordinances by securing the necessary permits if required. The County shall waive any fees involved in securing permits.

6.9 Notice of Required Disability Legislation Compliance

Warren County Public Schools is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Warren County Public Schools, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.10 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by Warren County Public Schools. A copy of these provisions may be obtained from the Director of Facilities upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

6.11 Cooperative Purchasing: Warren County Public Schools may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, public agencies or institutions, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods or services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the Invitation for Bid (IFB), if the IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

- a. It is the Contractors responsibility to notify the public body(s) of the availability of the contract.
- b. Each public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- c. Warren County Public Schools shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

6.12 Employment Discrimination by Contractors Prohibited

Every contract of over \$10,000 shall include the following provisions:

1. During the performance of this contract, the contractor 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 or 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, available to employees and applicants for

employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall 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 to meet this requirement.
2. 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.

6.13 Drug-free Workplace

Every contract of over \$10,000 shall include the following provisions:

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 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 purpose 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 a controlled substance or marijuana during the performance of the contract.

6.14 Faith Based Organizations

Warren County Public Schools does not discriminate against faith-based organizations.

6.15 Exemption from Taxes

Warren County Public Schools is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by Warren County Public Schools on request.

6.16 Substitutions

NO substitutions or cancellations permitted after award without written approval by the Director of Facilities.

6.17 Workmanship and Inspection

All work under the resulting contract shall be performed in a skillful and workmanlike manner. Warren County Public Schools may, in writing, require the Contractor to remove any employee from work that Warren County Public Schools deems incompetent or careless.

Further, Warren County Public Schools may, from time to time, make inspections of the work performed under this contract. Any inspection by Warren County Public Schools does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

6.18 Cleaning-Up

The Contractor(s) shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials.

6.19 Payments

Payment for services received will be made on a monthly basis. Upon approval, WCPS shall pay each invoice within 45 days. Requests for information or billing requests will go directly to Warren County Public Schools at 622 North Commerce Avenue, Front Royal, VA. 22630

The invoice shall also include the account number, the location name as listed in Section 5, Service Locations of this documents. All invoices are to be billed to:

Warren County Public Schools
622 North Commerce Avenue
Front Royal, VA 22630

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.20 Payments to Subcontractors

Within seven days after receipt of amounts paid by Warren County Public Schools for work performed by a subcontractor under this contract, the Contractor shall either:

- a. Pay the Subcontractor for the proportionate share of the total payment received from Warren County Public Schools attributable to the work performed by the Subcontractor under this contract; or
- b. Notify Warren County Public Schools and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.

The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to this provision may not be construed to be an obligation of Warren County Public Schools.

6.21 Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the Facilities Management Office.

6.22 Termination

Subject to the provisions below, the contract may be terminated by Warren County Public Schools upon Thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of Warren County Public Schools until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of Warren County Public Schools, without the required thirty (30) days advance written notice, then

Warren County Public Schools shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by Warren County Public Schools for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- c. Non-Appropriation If sufficient funds are not appropriated in any fiscal year for continuation of services due hereunder, this contract will terminate without penalty as of the last day of the fiscal year for which funds have been appropriated (the Termination Date.) The contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

6.23 Contractual Disputes

A bidder shall give written notice to the Director of Facilities of their intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Facilities Management Office no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Owner shall reduce his decision to writing and mail or otherwise forward a copy thereof to the bidder within thirty (30) days of receipt of the claim.

6.24 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.25 Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

7.0 INSTRUCTIONS TO BIDDERS

7.1 Submission of Bids

Proposals are to be submitted to:
Warren County Public Schools
Attention: Greg Livesay
Director of Facilities
622 North Commerce Avenue
Front Royal, VA 22630-4419

Proposals will be accepted until 2:00 p.m. on Wednesday, *January 25, 2023*. Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked **LANDSCAPE & TURF MAINTENANCE SERVICE Proposal No. 2022-004.**

Warren County Public Schools reserves the right to reject any or all proposals, if deemed in the best interest of the Owner.

For consideration, each Contractor must submit a complete response to this Solicitation.

The Contractor or its authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. WCPS is not liable for any cost incurred by the Contractor prior to final approval of the contract and the signing of the contract by all parties.

Warren County Public Schools reserves the right to award in whole or in part and to multiple contractors.

If additional information is required, please contact Gregory Livesay at (540) 631-0040 ext. 34426 or by e-mail at glivesay@wcps.k12.va.us.

Pricing must be submitted on Invitation for Bid Form ONLY Include other information as requested or required. Bids may be either mailed or hand delivered to **622 North Commerce Avenue, Front Royal, and Virginia 22630**.

7.2 Inquires

Inquires pertaining to Invitation for Bid must give IFB number, title and opening date.

7.3 Inspection of Site

Optional Site Inspection: All potential Bidders shall have the opportunity and are strongly encouraged to visit the various sites as listed in **Section 4.0, page 5, SERVICE LOCATIONS** to collect further data in determining their ability to perform the services required. It is the bidders' responsibility to visit the sites and be familiar with the work assignment in its entirety. It is the bidders' responsibility to be thoroughly familiar with the site and the work assignment before submitting a bid for this contract.

All Bidders visiting school sites during school hours must have photo IDs (Driver's License, State/ Government Issued Identification Card with picture, or Passport), sign in and out at the main office and inform building personnel of their presence on school grounds. Failure to comply with this requirement will not relieve the successful bidder of his obligation to carry out the scope of the resulting contract.

7.4 Pricing

Provide pricing for each mowing occurrence by location on the BID FORM. Bid price must be firm for Warren County Public Schools acceptance for ninety (90) days from bid opening date.

7.5 Quotations to be F.O.B. Destination

QUOTE F.O.B. destination for all competitive sealed bids. If otherwise, show exact cost to deliver. Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

7.6 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page.

7.7 Correction or Withdrawal of Bids and Cancellation of Awards under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted at Warren County's Public Schools discretion. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of Warren County Public Schools or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Director of Facilities. No bid may be withdrawn

when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Director of Facilities, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

7.8 Subcontractors

All bidders shall include a list of all subcontractors with their bid. Warren County Public Schools reserves the right to reject the successful bidder's selection of subcontractors.

7.9 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of bid as non-responsive.

7.10 Contract Quantities

The quantities specified in this Invitation for Bid 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 which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which Warren County Public Schools shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by Warren County Public Schools.

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

7.11 Delivery

Bid must show number of days required to place material in using agency's receiving room or to complete services under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during

normal working hours only, 9 to 5, unless prior approval for late delivery has been obtained from Warren County Public Schools.

7.12 License Requirement

All firms doing business in Warren County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance and any other applicable state licensure requirements.

Wholesale and retail merchants **without** a business location in Warren County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (540) 635-2215.

7.13 Payment of Taxes

All bidders located or owning property in Warren County shall assure that all real and personal property taxes are paid.

Warren County Public Schools will verify payment of all real and personal property taxes by the successful bidder prior to the award of any contract renewal.

7.14 Exemption from Taxes

Warren County Public Schools is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by Warren County Public Schools on request.

7.15 Late Bids

LATE bids will be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

7.16 Rights of County

Warren County Public Schools reserves the right to accept or reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of Warren County Public Schools.

7.17 Prohibition as Subcontractors under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

7.18 Deviations from Scope of Services

If there is any deviation in any bid from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. Warren County Public Schools

reserves the right to determine the responsiveness of any deviation.

7.19 Vendor Preference in Tie Bids

The Director of Facilities and all other departments of Warren County Public Schools making purchases of goods, services or construction shall give preference to goods, services or construction sold by County and State vendors, in that order, in all cases of tie bids, quality and service being equal.

7.20 Anti-Trust Violations

Consistent and continued tie bidding could cause rejection of bids by the Director of Maintenance and/or investigation for Anti-Trust violations.

7.21 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

7.22 Notice of Award

A Notice of Award will be posted on Warren County's Public Schools web site (www.wcps.k12.va.us) and on the bulletin board located in the Warren County Public Schools, Facilities Management Offices located at, 622 North Commerce Avenue, Front Royal, Virginia, 22630.

7.23 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

7.24 Debarment

By submitting a bid, the bidder is certifying that he is not currently debarred by the County. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

Warren County, Virginia

Warren County Public Schools
622 North Commerce Avenue
Front Royal, VA 22630

8.0 LANDSCAPE & TURF MAINTENANCE SERVICE BID FORM

NOTICE TO BIDDERS: The following required services and supplies shall be provided according to the contract terms and conditions contained herein.

The following shall be returned with your bid. Failure to do so shall be ample cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that he has received all addendums.

Total Bid Price \$ _____

1. References (on County form)
2. Addendums, if any.
3. Terms: _____ net 30 _____ 2%-20, net 60_1%-20, net 90 Other
payment discount _____
- 6.
7. Delivery within _____ Days ARO

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Name of Company: _____

Address: _____

LANDSCAPE & TURF MAINTENANCE SERVICE BID FORM

School Location	Mowing \$'s Per Occurrence	Mowing \$'s Monthly X3	Est Annual Mowing \$'s	Comments
AS Rhodes ES				
E Wilson Morrison ES				
HJ Barbour ES				
LF Keyser ES				
Ressie Jefferies ES				
Warren County MS				
Skyline MS				
Transportation				
Blue Ridge Technical Center				
Total Costs				

-

References for: _____

Bidders shall provide references on this form.

1. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

2. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

3. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

4. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

5. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

RIDER CLAUSE

Use of Contract by Members of Warren County Government Agencies and Associated Entities

Invitation for Bid _____ Landscaping & Turf Maintenance/ 2021-000 _____

This clause is intended to allow a successful vendor to offer the goods and services of the bid to other member jurisdictions of the County of Warren or Cooperative Membership.

- I. The following entities are hereby named as authorized participants in this solicitation and resulting contract:

Public bodies, as defined by the Code of Virginia, located within the Commonwealth of Virginia. Each of these entities is authorized to utilize the pricing, terms, conditions and all other aspects of the RFP/IFB and resulting contract. Entities will execute their actual participation in this contract by issuing the Successful Offeror(s) a purchase order or contract, signed by the participating entity. Likewise, the successful offeror(s) are required to provide the services of this contract to participating entities, upon receipt of entity's purchase order/contract, including pricing and specific requirements, as negotiated and accepted by Warren County. Additionally, all terms and conditions incorporated into this contract shall apply to any purchase order/contract issued to successful offeror(s) by participating entities.

- II. Use of Contract by Other Public Bodies

Bidders are advised that the resultant contract(s) may be extended to other public bodies, or public agencies or institutions of Warren County to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment.

Warren County Public Schools shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

OTHER JURISDICTIONS' USE OF CONTRACTS AWARDED BY WARREN COUNTY PUBLIC SCHOOLS

1. If authorized by the bidder(s), the resultant contract(s) will be extended to any or all of the listed jurisdictions as designated by the bidder to purchase at contract prices in accordance with the contract terms.
2. Any jurisdiction utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating jurisdiction to utilize the contract(s).
3. A negative reply to this Rider Clause will not adversely affect consideration of the bidder's proposal.
4. It is the awarded vendor's responsibility to notify the jurisdiction shown below of the contract(s).
5. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
6. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDERS AUTHORIZATION TO EXTEND CONTRACT:

No	Yes		No	Yes	
		Alexandria, Virginia			Loudoun County, VA
		Alexandria City Public Schools			Madison County Public Schools
		Arlington County, VA			Manassas, VA
		Arlington County Public Schools			Manassas City Public Schools
		Bowie, MD			Manassas Park Public Schools
		Clarke County Public Schools			Montgomery College
		College Park, MD			Montgomery County, MD
		Culpeper County, VA			Montgomery County Public Schools
		Culpeper County Public Schools			Orange County Public Schools
		District of Columbia			Page County Public Schools
		District of Columbia Public Schools			Prince George's County, MD
		District of Columbia Water/Sewer Authority			Prince George's County Public Schools
		Fairfax, VA			Prince William County, VA
		Fairfax County, VA			Prince William County Public Schools
		Fairfax County Public Schools			Prince William County Service Authority
		Falls Church, VA			Rappahannock County Public Schools
		Falls Church City Public Schools			Rockville, MD
		Fauquier County Schools and Gov., VA			Shenandoah County Public Schools
		Frederick County, MD			Stafford County, VA
		Frederick County MD Public Schools			Stafford County Public Schools
		Frederick County VA Public Schools			Takoma Park, MD
		Gaithersburg, MD			Vienna, VA
		Greenbelt, MD			Warren County Public Schools
		Herndon, VA			Warren County Government
					Winchester City Public Schools

BIDDER'S AUTHORIZATION FOR PARTICIPATION:

YES NO JURISDICTION

___ ___ County of Warren and all other entities of Warren County

BIDDER SIGNATURE _____ DATE _____

This form must be completed and returned with bid.

10.0 LANDSCAPE & TURF MAINTENANCE

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees or other persons that will provide services under this Contract to have direct contact with **Warren County Public Schools** students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1 making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. **Warren County Public Schools** shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

† NO

† YES (please explain)

Contractor: _____

Date: _____

By: _____

Print: _____

Title: _____

