



CITY OF FRANKLIN, VIRGINIA

INVITATION FOR BIDS

FOR

GROUNDS & LANDSCAPING MAINTENANCE OF CITY OWNED PROPERTY

IFB# 2014-02

Issue Date:	April 18, 2014
Due Date and Time:	May 16, 2014 at 2:00 p.m. local time
Send Proposals To:	City of Franklin, Virginia
	Department of Finance
	Attn: Melissa D. Rollins
	207 W. Second Ave.
	P. O. Box 179
	Franklin, Virginia 23851
Inquiries:	Russell L. Pace, Director of Public Works
	(757) 562-8564

1.0 PURPOSE:

It is the express intent of this formal Invitation For Bid (IFB) to acquire a fully qualified Contractor for providing Grounds and Landscaping Maintenance for various City owned property in the City of Franklin in accordance with specifications and conditions herein, for the City of Franklin (Hereinafter “City” or “Owner”).

2.0 SCOPE OF WORK/SPECIFICATIONS:

The contractor shall perform all required work and shall provide and furnish all labor, supervision, materials, necessary tools, expendable equipment, utility and transportation services and all else required to complete this work in accordance with the General Terms and Conditions Special Conditions and project specifications; including any and all Addenda.

The contract will commence on July 1, 2014 and end on June 30, 2015. The City reserves the exclusive option to extend the contract up to four (4) additional one year terms based on performance, mutual agreement from both parties, and dependant on funding.

3.0 GENERAL TERMS AND CONDITIONS:

3.1 Mandatory Use of City Form:

All responses to an Invitation for Bid (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto, which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked using the IFB number, date and time. Each proposal must be signed by a person duly authorized to act in such capacity.

3.2 Opening Date/Time:

Sealed proposals for performing the work will be received and opened by the purchasing agent at the time and place listed on the first page of this invitation. No telephonic or fax proposals will be accepted. Award of the contract will be announced by the City as soon thereafter as is practicable. Bids and amendments thereto, or withdrawal of bids submitted, if received by the City after the date and time specified for scheduled receipt, will not be considered. It will be the responsibility of the bidder to see that his bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be accepted.

3.3 Inconsistencies In Conditions:

In the event there are inconsistencies between the General Terms and Conditions, and the Special Conditions and Specifications, the latter two shall take precedence.

3.4 Clarifications of Terms:

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the purchasing agent or building official whose names appear on the face of the solicitation. Any revisions to the solicitation will be made only by addendum issued by the City.

3.5 Default:

In the event of default by the contractor, the City reserves the right to procure the services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. The City also reserves the right to void this contract at any time due to negligence or failure to perform of the contractor.

3.6 Ethics in Public Contracting:

By submitting a bid, each bidder certifies that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any public employee having official responsibility for this procurement transaction, any payment, loan subscription, advance, deposit or money, services, present or promised unless consideration of substantially equal or greater value was exchanged.

3.7 Anti-Discrimination:

By submitting a bid, each bidder certifies to the City that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended.

3.8 Employment Discrimination Prohibited:

During the performance of this agreement, the Service Provider agrees it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 Service Provider, and further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and further agrees to include in all solicitations or advertisements for employees by or on behalf of the Service Provider to state that the Service Provider is an equal opportunity employer.

During the performance of this agreement, the Service Provider does not, and agrees that it shall not during the performance of this agreement knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

During the performance of this agreement, the Service Provider agrees not to discriminate against any faith-based organization on the basis of the organization's religious character or impose conditions that either restrict the religious character of the faith-based organization or impair, diminish, or discourage the exercise of religious freedom in procuring goods or services or in making disbursements.

3.9 Drug-free Workplace

During the performance of this agreement, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider'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 Service Provider'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 Service Provider that it 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.

3.10 Workers' Compensation Insurance

Neither the Service Provider nor any subcontractor shall perform any work on this construction project unless he (i) has obtained, and continues to maintain for the duration of the work, workers' compensation coverage required pursuant to the provisions of Virginia Code Section 65.2-800, et seq. and (ii) provides prior to the start of the work a certificate of insurance evidencing such coverage.

3.11 General Liability Insurance and Automobile Liability Insurance

Neither the Service Provider nor any subcontractor shall perform any work on this construction project unless he (i) has obtained, and continues to maintain for the duration of the work, general liability insurance coverage in the amount of \$1,000,000 and automobile liability insurance coverage in the amount of \$500,000 and (ii) provides prior to the start of the work a certificate of insurance evidencing such coverage. In addition, to the fullest extent provided by law, the Service Provider shall indemnify and hold harmless the Customer, the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Customer.

3.12 Immigration Reform and Control Act of 1996:

By signing this bid or proposal, the bidder certifies that it does not and will not during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

3.13 Indemnity:

The following shall be deemed included as a condition of any contract awarded as a consequence of this bid; Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act or omission of commission, including negligence but excluding sole negligence, of the Owner, his employees, servants, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

4.0 INFORMATION FOR BIDDER TO PROVIDE SERVICES:

4.1 Award of Contract:

Award will be made to the lowest responsible and responsive bidder. The quality of services to be supplied, their conformity with the specifications, their suitability to the requirements of the City, past work experience, and the delivery terms will be taken into consideration. The City reserves the right to reject any or all bids.

5.0 SPECIAL CONDITIONS:

5.1 Permits and Licenses by Owner

The Owner will provide permits, licenses and easements of a permanent nature as required for the location of the work.

5.2 Permits and Licenses by Contractor

The Contractor shall make all necessary applications for permits and licenses of a temporary nature, which are required for the execution of the work.

5.3 Compliance with Regulations

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, and without such notice to the City, he shall bear all costs arising therefrom.

5.4 Protection of Work, Property and Persons

The Contractor shall adequately protect the work, adjacent property, and the public and shall be responsible for any damage or injury caused by him or his authorized agent's act or neglect.

5.5 Inspection of Work

The Contractor shall at all times permit and facilitate inspection of the work by authorized representatives of the City.

5.6 Changes in Work

The City acting through its authorized representatives, may order extra work, or make changes by altering, adding to, or deducting from the work, the Contract Sum being adjusted accordingly. All such orders and adjustments shall be in writing and such work shall be executed under the conditions of the Original Contract. No extra work or change involving extra cost shall be made unless pursuant to a written order by the City, and no claim for an addition to the contract shall be valid unless so ordered.

5.7 Contractor's Insurance Requirements

The Contractor shall maintain in full force and effect such insurance as will protect him from claims under Worker's Compensation Acts and from any other claims for damages or personal injury including death, which may arise from his operations under this Contract. During the term of this contract with the City of Franklin the contractor must have Workmen's Compensation Insurance and Commercial Liability Insurance in the minimum sum of \$1,000,000.00.

5.8 Enforcement:

The parties hereto agree that this contract shall be enforceable in the City of Franklin, and if legal action is necessary by either party with respect to the enforcement of any or all terms or conditions of this contract, exclusive venue for the enforcement of the same lies in the General District Court of Franklin, Virginia or the Circuit Court of Southampton County, Virginia. The parties further agree that in the event of litigation, jury trial shall be waived.

5.9 Subcontracts

The contractor shall notify the City in writing of the names of subcontractors proposed for the work and shall not employ any until the City has a reasonable time to reject any as incompetent or unfit. The contractor agrees that he is as fully responsible to the City for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Document shall create any contractual relation between any subcontractor and the City.

5.10 Assignment

Neither party to the contract shall assign the Contract without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent the Owner.

5.11.1 Payment

The contractor shall be paid in equal monthly installments at the end of each month of the contract period. Contractor shall submit time sheets indicating employee's name, hourly rate, hours worked, and description of work performed each month with the invoice for approval.

6.0 PROJECT SPECIFICATIONS AND BID FORM (REQUEST FOR QUOTATION)

The specifications, location, instructions and bid form for the property is attached on the REQUEST FOR QUOTATION forms.

CITY OF FRANKLIN

1050 Pretlow Street

P. O. Box 179

Franklin, VA 23851

REQUEST FOR QUOTATION

2014-02

REF. GROUND MAINTENANCE OF VARIOUS CITY OWNED PROPERTY

OWNER: CITY OF FRANKLIN

City Owned Property includes (boundaries as indicated on attached plans):

1. College Drive Park, S. College Dr.
2. High Street Park, N. High St.
3. Bruce Street Park, Bruce St.
4. Memorial Park, Clay St.
5. First Avenue Pond, First Ave.
6. Bogart Street Pond, Bogart St.
7. Police/Courts Facility, 1020 Pretlow St.
8. City Hall, 207 W. Second Ave.
9. Paul D. Camp College Baseball Field, N. College Dr.
10. Armory Field Complex, Armory Dr.
11. Armory Drive (HWY 58 Bypass to Second Avenue)
12. South Street (HWY 58 Bypass to Main St.)
13. N. College Drive (Clay St. to Armory Dr.)
14. Poplar Springs Cemetery, N. High St.
15. Southview Cemetery, Morton St.

Work to be performed:

1. The following shall be considered grounds maintenance and are required at each City property:
 - a. Cutting grass on property as outlined on attached map
 - b. Trimming grass around all trees, fences, buildings, markers, posts and other objects
 - c. Edging all back of curb and sidewalks
 - d. Raking dead grass and leaves and removal from City property.
 - e. Pick up trash, sticks and other related items and dispose of at designated site.
2. **Standards of Care** – Grass at all City Property shall be consistently maintained at a height no less than 2” and no more than 5” at any given time and must be completely cut a minimum of every 7 days and at least 3 days before the following holidays: Easter, Mother’s Day, Memorial Day, Father’s Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas.
3. Leaves, limbs and trash shall be picked up and disposed of at a location designated by City staff a minimum of every 7 days and at least 3 days before the following holidays: Easter, Mother’s Day, Memorial Day, Father’s Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas.
4. Damage to City property shall be the contractor’s responsibility to repair to the City’s satisfaction.

See attached plans of City owned property for geographic boundaries:

2014-02

REF. LANDSCAPE MAINTENANCE OF VARIOUS CITY OWNED PROPERTY

OWNER: CITY OF FRANKLIN

City Owned Property includes:

1. Police & Courts
2. City Hall
3. King Center
4. Social Services
5. Incubator
6. Library
7. Airport
8. Train Depot
9. Corner of South St. & College Dr.
10. Corner of South St. & South High St.
11. Boat landing
12. Barretts Landing
13. End of South & Main
14. South St. City Limits
15. Clay St City Limits
16. 2nd Ave City Limits
17. 4 Corners of College & Clay
18. Memorial Park
19. Adkins Park
20. Pocket Park
21. City parking lot 2nd Ave
22. First Ave. Pond

Work to be performed:

1. Flower beds shall be kept free of weeds as necessary year round.
2. Mulch shall be replaced twice a year.
3. Shrubs shall be pruned twice a year.

BID FORM:

To: **The City of Franklin, Virginia**

Bidder agrees to furnish all requested services and materials in accordance with the terms stated and subject to all instructions, conditions, specifications, and addenda at the price listed below.

Company Name: _____

Address: _____

Submitted by: _____ Title: _____
(Authorized Signature)

Date: _____ Phone: _____ Email _____

Please type or use ink.

**Annual Grounds Maintenance of City Owned Property
Line Item Bid Schedule**

<u>Bid Item Description</u>	<u>Amount</u>
1. College Drive Park, S. College Dr.	\$ _____
2. High Street Park, N. High St.	\$ _____
3. Bruce Street Park, Bruce St.	\$ _____
4. Memorial Park, Clay St.	\$ _____
5. First Avenue Pond, First Ave.	\$ _____
6. Bogart Street Pond, Bogart St.	\$ _____
7. Police/Courts Facility, 1020 Pretlow St.	\$ _____
8. City Hall, 207 W. Second Ave.	\$ _____
9. Paul D. Camp College Baseball Field, N. College Dr.	\$ _____
10. Armory Field Complex, Armory Dr.	\$ _____
11. Armory Drive (HWY 58 Bypass to Second Avenue)	\$ _____
12. South Street (HWY 58 Bypass to Main St.)	\$ _____
13. N. College Drive (Clay St. to Armory Dr.)	\$ _____
14. Poplar Springs Cemetery, N. High St.	\$ _____
15. Southview Cemetery, Morton St.	\$ _____

Sub-Total (Grounds Maintenance)

\$ _____

**Annual Landscape Maintenance of City Owned Property
Line Item Bid Schedule**

Bid Item Description

Amount

1. Police & Courts	\$ _____
2. City Hall	\$ _____
3. King Center	\$ _____
4. Social Services	\$ _____
5. Incubator	\$ _____
6. Library	\$ _____
7. Airport	\$ _____
8. Train Depot	\$ _____
9. Corner of South St. & College Dr.	\$ _____
10. Corner of South St. & South High St.	\$ _____
11. Boat landing	\$ _____
12. Barrett's Landing	\$ _____
13. End of South & Main	\$ _____
14. South St. City Limits	\$ _____
15. Clay St City Limits	\$ _____
16. 2 nd Ave City Limits	\$ _____
17. 4 Corners of College & Clay	\$ _____
18. Memorial Park	\$ _____
19. Adkins Park	\$ _____
20. Pocket Park	\$ _____
21. City parking lot 2 nd Ave	\$ _____
22. First Ave Pond	\$ _____

Sub-Total (Landscape Maintenance)

\$ _____

Total Contract Price (Grounds and Landscape Maintenance)

\$ _____