



DUMFRIES, VIRGINIA

Virginia's Oldest Continuously Chartered Town
CHARTERED 1749 INCORPORATED 1961

John Wilmer Porter Building
17755 Main Street
Dumfries, Virginia 22026-2386
Tel: 703-221-3400 / Fax: 703-221-3544
www.dumfriesva.gov

INVITATION FOR BIDS

SOLICITATION ISSUE DATE: 13 August 2015
SOLICITATION NUMBER: IFB 16-004
SUBJECT: Roadside and Lot Mowing and Bush Hog Services

SEALED BIDS ARE DUE NO LATER THAN

DATE: 31 August 2015
TIME: 1:00 pm
SUBMIT TO: Richard West
Director of Public Works
Town of Dumfries
17755 Main Street
Dumfries, Virginia 22026

PLEASE DIRECT CONTRACTUAL QUESTIONS CONCERNING IFB TO:
Richard West, (703) 221-3400 or Email to rwest@dumfriesva.gov

Prepared by
Department of Public Works

TABLE OF CONTENTS

SECTION I..... 4
INSTRUCTIONS TO BIDDERS 4
SPECIAL PROVISIONS 4
1. Scope..... 4
2. Requesting Agency 4
3. Contract Amount..... 4
4. Contract Period..... 4
5. Performance 4
6. Inspection and Acceptance..... 4
7. Insurance 5
8. Invoicing and Payments 5
9. Emergency Procurements..... 6
10. Rider Clause..... 6
SECTION II..... 7
INSTRUCTIONS TO BIDDERS 7
GENERAL PROVISIONS 7
1. General..... 7
2. Bid Submission 7
3. Bid Evaluation..... 9
4. Bid Prices and Acceptance 9
5. Competency of Bidder 9
6. Placement of Orders 10
7. Contractor's Contract Representative 10
8. Subcontractors..... 10
9. Contract Type and Award 10
10. Standard Contract for Goods, Services or Construction 10
11. Non-Discrimination Against Faith-Based Organizations 11

12. Immigration Reform and Control Act of 1986..... 11

13. Law Compliance 11

14. Tax Exemption 11

15. Bidder’s Agreements..... 11

SECTION III 12

FORMS..... 12

1. Company Identification and Ownership Disclosure..... 12

2. Conflicts of Interest..... 12

3. Collusion 12

4. Qualifications and References 14

5. Insurance 15

6. Insurance Checklist Form 18

SECTION IV 19

SCOPE OF WORK..... 19

1. General Scope of Work for Roadside and Lot Mowing and Bush Hogging Services 19

2. Technical Scope of Work..... 22

SECTION V..... 24

PRICING SCHEDULE..... 24

1. Equipment 24

2. Labor 24

3. Miscellaneous 25

4. Bid Rate 25

5. Signature Page 26

SECTION VI..... 27

OPTIONAL CONTRACT RENEWAL PERIODS 27

**SECTION I
INSTRUCTIONS TO BIDDERS
SPECIAL PROVISIONS**

1. Scope

Roadside and Lot Mowing and Bush Hogging Services shall be provided on an as needed basis.

The supplies and/or services shall strictly conform to the specifications set forth in the Solicitation and any amendments thereto. The prices shall be in force for the period of the contract.

2. Requesting Agency

The requesting agency for this solicitation is the Town of Dumfries Department of Public Works.

3. Contract Amount

The estimated annual value of the Contract is \$10,000 based on recent historical values. The Contract Amount is not guaranteed, and is dependent on funding and the Town's needs.

4. Contract Period

The Base Contract Period shall be for one year from contract award date. The Town shall have the option to renew the contract(s) for four additional one year periods. Renewals are contingent upon mutual consent, market conditions, availability of funds, and the needs of the Town.

5. Performance

The Contractor shall commence performance and complete the required services as described in the Scope of Work.

6. Inspection and Acceptance

Goods and/or services (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products and work performed) shall be subject to inspection and testing by the Town, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

In the case that goods are defective in material or workmanship or otherwise not in conformity with the Town's requirements, the Town shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Goods which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contract

Administrator, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails to promptly remove such goods that are required to be removed or replaced or to correct such goods, the Town either:

- a. may by Contract or otherwise replace or correct such goods and charge to the Contractor the cost occasioned the Town thereby; or
- b. may terminate the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects or replaces such goods within the specified delivery schedule, the Contract Administrator may require the delivery of such goods to be provided at a reduction in price that is equitable under the circumstances.

Any and all services provided shall be conducted and completed in accordance with recognized and customarily accepted industry practices, unless otherwise specified by the Town, and shall be considered complete when the services are approved as acceptable by the Town's Contract Administrator or its designee. In the event of rejection of any services provided, the Contractor shall be notified and shall have three calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

7. Insurance

After contract award, Insurance is required as described in Section III.

An Insurance Certificate must be submitted to the Town for review and acceptance before any services are performed by the Contractor. The same Insurance requirements will apply to any sub-contractor performing for the Contractor on Town jobs.

8. Invoicing and Payments

Contractor's invoices shall be submitted to:

Director of Public Works
17755 Main Street
Dumfries, Virginia 22026

The Contractor shall submit detailed invoices listing the goods and/or services provided to the Town. As a minimum, invoices shall reflect the following:

Contractor's Name and Address
Contract Number Date Goods/Services were provided
Task Order Number/Job Tickets, whichever applicable
Delivery Tickets, when applicable

The Town shall make payment to the Contractor, net 30 days, and may accept prompt payment discounts if offered, after receipt of an acceptable invoice and the requested goods have been

received in accordance with the Task Order(s) and accepted by the Town.

9. Emergency Procurements

In the event of a Town emergency the Town reserves the right to procure the contracted goods/services from other sources that can provide the goods sooner than the Contractor in order to meet the Town's emergency needs. Emergency procurements are as defined in the Town Procurement Policy.

10. Rider Clause

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of task orders, contractual disputes, invoicing and payment. The Town of Dumfries acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies, if mutually agreed, may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions.

The Town of Dumfries shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

**SECTION II
INSTRUCTIONS TO BIDDERS
GENERAL PROVISIONS**

1. General

Bids and contracts for the Town are governed by the Town Procurement Policy and the Virginia Public Procurement Act, as amended. All bidders are referred to the specific provisions of those regulations for guidance in dealing with Town solicitations. In the event of an inconsistency between the special provisions of this solicitation, the general provisions, contract, or other included documents, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

- a. Procurement Policy
- b. Specifications
- c. Contract
- d. Special Provisions
- e. General Provisions and Definitions.

The following general information is provided all bidders to facilitate the preparation of suitable bids for the goods, services or construction identified in this Invitation, and the requirements set forth shall be binding on all bidders.

Bids shall be based on the entire bid set and nothing else, and bidders are expected to take into consideration that the bid set, including any contract which is a part of the Invitation, will constitute the terms of the bargain between the Town and the successful bidder. Where a contract is provided, it is intended that it shall incorporate the terms and conditions of the bid, rendering further reference to the bid set unnecessary.

The Town is not at liberty to change the terms of the bargain after the opening of bids. Where questions and discussions prior to bid opening disclose a need for additional information or amendments, appropriate addenda to the Invitation will be prepared and distributed so that all bidders will be offering price quotes based on the same information and specifications.

The Contract Administrator may extend the date and time for opening of bids if they believe it is necessary.

2. Bid Submission

The Bidder shall submit to the Town one original and two copies of the bid prior to the bid due date and time.

At a minimum the following items shall be included in the Bid Submittal:

- IFB Submission Form
- Bidder's Qualifications and References Form
- Pricing Schedule
- Signature on Bid Submittal

All information required by the Solicitation shall be provided in order for the bid to be considered complete. Inadequate information may result in disqualification of the bid.

Any modifications not expressly provided for in the Solicitation may require rejection of the bid.

The bid shall be signed and dated by an authorized person of the firm or corporation to bind the Bidder to a Contract with the Town. The Contract Administrator may require that any bidder submit powers of attorney or other appropriate documentation showing the authority of the signatory to act on the Contractor's behalf. If it later appears that the signatory was not authorized to act, whether such proof of agency has been demanded or not, the Town may declare the Contract void if it is in its best interest to do so. In addition, resulting Contracts shall be signed and dated by the Contractor and all other required parties.

Bids shall be submitted in any sealed package that clearly identifies the Solicitation name and number, bidder's name and address, and the bid due date and time.

The bid package shall clearly state "Bid Package is not to be opened until the bid due date and time."

The Bidder assumes the risk that a bid not properly marked may be mistakenly opened, and thus may be rendered ineligible for consideration. The Contract Administrator or designated representative(s) shall not be responsible for the premature opening of a bid not properly identified as specified herein.

Bids shall be submitted to the Town Hall and time stamped prior to the bid due date and time.

Bids received in the Town Hall after the prescribed due date and time shall not be considered for Contract award and shall be returned unopened to the Bidder.

If a prospective Bidder is unable to submit a bid in response to this Solicitation, the Bidder may submit a letter as to why the Bidder is unable or unwilling to submit a bid. The Town is interested in learning if there are any problems with the Solicitation process that may discourage responses.

Bids shall be publicly opened, announced, and witnessed at the designated location on the due date and time fixed for the bid opening. Bidders are encouraged to attend bid openings and to offer constructive suggestions for improvements to the Solicitation process.

3. Bid Evaluation

As allowed by the Town's Procurement Policy, the following provisions apply:

Bids shall be evaluated on the basis of the requirements set forth in the Solicitation and the Town's Procurement Policy where applicable. Award(s) shall be made to the lowest responsive and responsible bidder.

The Contract Administrator is authorized to waive any irregularity or informality in any bid; provided however, that a bid received after the time specified for the opening of bids will be neither opened nor considered.

Withdrawal of bids is strictly governed by the Town's Procurement Policy. If a bid may be lawfully withdrawn, notice of withdrawal must be provided in writing within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

When only one responsive and responsible bid is received, the Solicitation may be canceled and items rebid, unless the Town Manager determines that the bid is reasonable and in the best interests of the Town.

The Town Manager may cancel the Solicitation if it is in the best interest of the Town to do so.

4. Bid Prices and Acceptance

Bid prices, unless otherwise specified, must be net, including but not limited to transportation and handling charges fully prepaid by the Contractor to destination, and subject only to any discount for prompt payment that may be offered by the Bidder.

Prompt payment discounts offered in bids will not be considered in determining contract award.

Bid prices, should they be accepted and a Contract awarded, shall remain firm for the period of the Contract unless otherwise agreed to by both parties.

Bidder warrants by virtue of bidding that prices, terms and conditions reflected in its bid submittal shall be firm for acceptance for a period of ninety days from bid opening due date, unless otherwise stated in its bid submittal.

5. Competency of Bidder

No bids will be accepted from or award made to any person, firm, or corporation that is in arrears, or is in default to the Town upon any debt or contract, or that has defaulted as surety or otherwise upon any obligation to the Town. If requested, the bidder must provide evidence to the contrary within forty-eight hours upon request.

Bidder shall submit a bid which conforms in all material respects to the Solicitation.

Bidder shall be an established business for the services described in this Solicitation, and shall have the capability with adequate financial resources, facilities, experience, applicable insurance and licenses; and adequate services, vehicles, and skilled personnel to provide goods, services or construction as required by this Solicitation as determined through evidence submitted regarding reputation, past performance, public records, site visits, and references available to the Town.

Bidder shall have the ability to comply with the required delivery period and/or performance period taking into consideration other business commitments.

6. Placement of Orders

A Town Task Order will be issued to the Contractor to provide the goods, services or construction identified in the awarded Contract. The Task Order indicates sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the Contract.

7. Contractor's Contract Representative

In the event a Contract is executed as a result of this Solicitation, the Contractor shall designate in writing its Contract Representative who shall be responsible for insuring that the goods, services or construction required by the Town are provided in accordance with the Contract.

8. Subcontractors

Contractors desiring to utilize subcontractors on Town jobs must receive prior written Town approval to do so before subcontractors perform any services for the Town.

9. Contract Type and Award

The Town intends to make firm fixed, overall lowest average hourly rate contract awards by category. Town Option Items (if any) will not be used in the evaluation process to determine the low bidder(s). The Town has the option to make primary and secondary contract awards in each category based on the needs of the Town.

10. Standard Contract for Goods, Services or Construction

The Town intends to enter into its "Standard Contract for Goods, Services or Construction" in a form substantially as attached hereto. All clauses in Attachment A, Section II are mandatory. The Contractor's review and acceptance of these terms shall be required as a condition of its bid submittal acceptance. Failure to accept these clauses shall disqualify the Bidder from further consideration.

The Town will consider amendments proposed by Bidders, other than for the modification or deletion of clauses in Attachment A, Section II. Proposed amendments to the "Standard Contract for Goods, Services or Construction" are to be highlighted and submitted as part of the Bidder's bid submittal. The Town's review and acceptance of the proposed terms shall be a condition of

contract award.

11. Non-Discrimination Against Faith-Based Organizations

The Town of Dumfries does not discriminate against faith-based organizations in procuring goods, services or construction.

12. Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of the contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of the contract for default and agrees to include a similar provision in any subcontract.

13. Law Compliance

The Contractor shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations relating to this procurement.

14. Tax Exemption

The Town of Dumfries Government is exempt from the payment of any Federal excise or Virginia sales tax. However, when under established trade practice any such tax is included in Bidder's list price, the Bidder shall bid the list price and shall show separately the amount of tax as a flat sum that will not be paid by the Town.

15. Bidder's Agreements

Bidder's agreements, including but not limited to licenses, service and maintenance agreements, contract agreements/addendums, required to be signed by the Town as part of a contract shall be submitted by the Bidder as attachments to the Bidder's initial bid. Review and negotiation by the Town of terms contained in these documents shall be a condition of contract award.

**SECTION III
FORMS**

1. Company Identification and Ownership Disclosure

Company _____
Address _____

Remittance Address _____

Contact Person _____
Title _____
Telephone No. _____
Fax No. _____
Email _____

Indicate Which: Corporation *Minority Owned/Controlled
Partnership Business Yes No
Sole Prop. Small Business Yes No

*Minorities are defined as Blacks, Hispanics, Asians or Pacific Islanders, Am. Indians, Alaskan Natives, and Women.

Organized under the laws of the State of _____
Principal place of business at _____

Following are the names and address of all persons having an ownership interest of 5% or more in the Company: (Attach more sheets if needed)

Name	Address
_____	_____
_____	_____

2. Conflicts of Interest

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act.

The Bidder () is () is not aware of any information bearing on the existence of any potential organizational conflict of interest.

3. Collusion

Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Solicitation.

Authorized
Signature _____ Date _____

Name (Printed) _____ Title _____

BIDDER MUST COMPLETE AND RETURN THIS FORM WITH BID SUBMISSION

4. Qualifications and References

- a. Business Street Address: _____
- b. Primary type of work performed by this Business: _____
- c. Number of years this Business in operation: _____
- d. Number of Employees: Full Time _____ Part Time _____
- e. Business License: Type _____ Issued _____
(attach copy)

The Successful Bidder (Contractor) is required to obtain a Town of Dumfries Business License when the total aggregate of all work in the Town equals or exceeds \$25,000.

- f. Has this Business ever defaulted or failed to complete any Contract: No / Yes, Explain below

- g. Has this Business paid all monies due to the Town of Dumfries for Real Estate/Personal Property Taxes: Yes / No, Explain below

- h. Has this Business owner/employees been convicted of any felonies: No/ Yes, Explain

- i. List three references (Business Name/Contact/Phone) with whom this Business has had Contracts/Agreements within the past two years equal in size and scope as described in this Solicitation.

SIGNATURE/TITLE: _____ DATE: _____

BIDDER MUST COMPLETE AND RETURN THIS FORM WITH BID SUBMISSION

5. Insurance

The successful Bidder will be required to provide evidence of the minimum coverages described within the enclosed "Insurance Checklist". No contract shall be finalized and no work shall commence until the Town's insurance requirements are met.

Each Bidder shall comply with the Insurance Requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated on the "Insurance Checklist" at the end of this section of the Solicitation. Technical proposals must note any desired exceptions to the coverage which may include the submission of proposed alternatives.

- a. The firm shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The firm assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.
- b. The firm shall, during the continuance of all work under the contract provide and agree to maintain the following unless omitted from the attached "Insurance Checklist":
 - i. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the firm from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - ii. General Liability insurance in the amount prescribed by the Town, to protect the Contractor, its subcontractors, and the interest of the Town, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.
 - iii. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
- c. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser

limits with the remaining limits provided by an Excess or Umbrella Liability policy.

- d. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
- e. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Town Treasurer before a contract is executed and any work is started.
- f. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the Town on demand.
- g. The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten days of demand by the Town. These certified copies will be sent to the Town from the Contractor's insurance agent or representative.
- h. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty day written notice to the Contract Administrator. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Contract Administrator.
- i. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five days of written notice at any time during the Contract term, the Town shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Town for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- j. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
- k. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the Town from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
- l. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and the Town. The Contractor shall be as fully responsible to the Town for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- m. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

- n. The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- o. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Town, may be considered.
- p. The Town shall be named additional insured in the General Liability policies and stated so on the Certificate.

TOWN OF DUMFRIES, VIRGINIA

6. Insurance Checklist Form

Coverage types marked "X" must be provided by the Contractor upon Contract award.

Insurance Certificates must be submitted to the Town within ten days of contract award.

COVERAGE		REQUIRED	LIMITS (FIGURE DENOTES MINIMUM)
Yes	No		
___	___	X 1. Workers' Compensation and Employers' Liability;	1. Statutory Limits of the Commonwealth of VA:
___	___	Admitted in Virginia	Yes
___	___	X Employers' Liability	Statutory
___	___	X All States Endorsement	Statutory
___	___	USL&H Endorsement	Statutory
___	___	Voluntary Compensation	Statutory
___	___	X 2. General Liability	2. \$1 Million Combined
___	___	Products	Single Limit Bodily
___	___	Completed Operations	Injury and Property
___	___	X Contractual Liability	Damage Each Occurrence
___	___	X Personal Injury	
___	___	X Independent Contractors	
___	___	XCU Prop. Damage Excl	
___	___	X 3. Automobile Liability	3. \$1 Million Combined
___	___	Owned, Hired, & Non-Owned	Single Limit Bodily
___	___	Motor Carrier Act End.	Injury and Property
___	___		Damage Each Occurrence
___	___	4. Prof. Errors and Omissions	4. \$ Limit Each Occurrence
___	___	5. Garage Liability	
___	___	6. Garagekeepers' Legal Liability	
___	___	7. Fire Legal Liability	
___	___	8. Other Insurance:	
___	___	X 9. Town named as additional insured on General Liability Policies (This coverage is primary to all other coverages the Town may possess)	
___	___	X 10. 30 day cancellation notice required.	
___	___	X 11. Best's Guide Rating - A:VI or Better, or Equivalent	
___	___	X 12. The Certificate must state Contract Number and Title	
___	___	13. Umbrella Liability	

Signature/Title: _____ Date: _____

Yes, the business will comply with this requirement.

BIDDER MUST COMPLETE AND RETURN THIS FORM WITH BID SUBMISSION

**SECTION IV
SCOPE OF WORK****1. General Scope of Work for Roadside and Lot Mowing and Bush Hogging Services**

a. Categories

Services shall be provided on an as needed basis. It is "NOT MANDATORY" for bidders to bid on all categories to be considered for a Contract award. It is "MANDATORY" to bid on all items within a Category to be considered for a primary contract award, unless all bidders in such category take exceptions to this Provision.

b. Law Compliance

The Contractor, its employees, tools/equipment/vehicles utilized shall all comply and/or be in compliance with all Federal, State, Local, DOT, OSHA and VOSHA Laws and Regulations, and manufacturer's operating instructions and safety precautions and guidelines. Services shall also be performed in accordance with standard customary industry practices unless otherwise directed by the Town Contract Administrator or designee.

c. Training

The Contractor and its employees shall be trained and qualified to perform the work and to operate the tools, equipment, and vehicles assigned to them to perform services under the awarded Contract. All equipment operators must be licensed to operate their assigned equipment.

d. Suitability

The Contractor shall utilize tools, equipment, and vehicles suitable in quantity, type, and size, to be productive and cost efficient for the required services to be performed. The Contractor shall provide adequate labor to perform/complete services in a timely manner.

e. Facsimile/Cell Phone

The Contractor shall possess and maintain a dedicated facsimile machine and/or an electronic mail account in order for the Town to be able to immediately transmit task order notifications to the Contractor. The Contractor and its drivers/equipment operators shall carry a working cell phone and such cell phone numbers shall be provided to the Town for work related business.

f. Materials

The Town, unless specified otherwise, will purchase materials needed by the Contractor to perform services. No equipment, vehicles, tools, or labor will be provided by the Town.

The Town will reimburse the Contractor for materials requested by the Town to be purchased by the Contractor. The Contractor shall submit original sales receipts of any/all requested materials purchased in order to be reimbursed for the materials.

At the election of the Town, pick-up and delivery of the Town purchased materials will be performed by either the Town, the Contractor, or the material suppliers.

If the Town requires the Contractor to pick-up and/or deliver materials, the Contractor shall be reimbursed for such time in accordance with the applicable hourly rate listed in the awarded Contract e.g., if a dump truck with operator is used, such rate will apply.

g. Mobilization of Trailered Equipment

A Mobilization Fee can only be charged to the Town when trailered equipment is necessary and utilized to provide services as described in a given task order. The Mobilization Fee must be reflected on the job estimate provided to the Town for approval.

The Town will pay the Contractor for any approved “trailered” mobilization fee as described herein. All direct & indirect expenses for trailered mobilization including remobilizing/demobilizing to perform all services described in a given task order shall be included in one mobilization fee “per task order” to be indicated on the Solicitation Pricing Schedule by the Bidder.

Mobilization of trailered equipment includes the following activities: Loading equipment on trailers, delivering equipment to work areas that are described in a given task order, unloading equipment at work areas, reloading equipment after services are performed, remobilization/demobilizing whenever necessary under a given task order, removing equipment from final work area, delivering equipment back to its origin and unloading. All trailered equipment handling activities necessary to complete a given task order shall make-up one mobilization cost. This cost shall be bid as a separate line item under this solicitation. The Contractor shall be solely responsible for the physical transportation/handling of all equipment to and from the designated work areas.

h. Hourly Rates – Firm Fixed for Two Years from Contract Award Date

Rates include all direct/indirect labor/services, all overhead cost/operating expenses to also include indirect materials cost, consumables, fuel, utilities, facilities, tools, equipment, vehicles, transportation/travel, insurance, wages, general and administration expenses, and profit, (less mobilization fee and less Contractor’s time to pick-up and deliver materials requested by the Town).

Charges will accrue beginning with commencement of work at the work area. The Contractor will only be paid for the actual time worked (in half hour increments).

i. Job Tickets

If requested, the Contractor shall submit daily job tickets to the Contract Administrator outlining the services performed under the applicable Task Order or Work Plan. Job tickets shall contain the following information in accordance with the Contract items and rates.

A detailed description of services performed to include:

- i. Service Type, Service Location, Service Dates, and Specific Service Routes/Roads if applicable
- ii. Contract Item Number (Equipment/Labor) utilized and labor hours thereof
- iii. Authorized Materials obtained by Contractor, if any, with supporting original receipts
- iv. Authorized Mobilization of Trailered Equipment, if any
- v. Authorized Related Services performed, if any

Job ticket shall be certified by the Contractor as “services complete” and shall be co-signed by the Contract Administrator. Job tickets shall be descriptive as described above and submitted with Contractor's invoice.

j. Minor Related Services

Minor Related Service requirements that arise during the time the Contractor is performing services for the Town under a Task Order, may be requested of the Contractor to perform, by the Contract Administrator. These related services that are necessary for the Contractor to complete the assigned Task Order or may include removal of trees, branches, shrubbery, or other debris obstructing the work area.

k. Prohibited Activities

The following activities are prohibited without specific written approval from the Contract Administrator:

- i. Tree removal from private property
- ii. Plowing, grading or working on private residential driveway or parking lot
- iii. Overnight equipment parking on private residential lots/property
- iv. Towing vehicles from private property
- v. Pulling private vehicles out of ditches or off of roads. If their location is impeding the contractor's ability to perform their assigned duties, the Contract Administrator shall be notified immediately.

l. Illegal Activities

The Contractor, his employees, and/or agents performing services under the awarded Contract shall not manufacture, distribute, or have possession or use of alcohol or other drugs. A

violation of this provision constitutes a breach of Contract and may result in default action in addition to any criminal penalties that may result from such conduct.

2. Technical Scope of Work

a. Activities

The following items are some examples of the activities that may be encountered under the Contract. These examples are representative only and are not to be construed to comprise of all the work to be performed under the Contract. The Contractor may be expected to provide related services not described herein.

- Provide traffic control.
- Remove and dispose of debris.
- Haul material.
- Mow Town rights of way.
- Mow and trim Town property.
- Mow non-compliant properties in town as directed.
- Coordinate and cooperate with other Town projects.
- Clean, clear and/or redefine roadside ditches to provide positive flow and to eliminate stormwater flow on the travel ways. Stabilize ditches as requested.
- Trim vegetation which overhangs or encroaches on the travel way or obstructs the line-of-sight for traffic and/or road signs.

b. Job Estimates and Task Orders

As requirements become known, the Contractor will be contacted and requested to submit a job estimate. If the job estimate is approved and funds appropriated, a Task Order will be issued by the Contract Administrator outlining the scope of work to be accomplished by the Contractor.

Task Orders may involve a single assignment or a collection of multiple assignments which are similar in nature.

The number, extent, and dollar level of the task orders will depend entirely upon conditions and available funding.

The Contractor shall within one business day acknowledge to the Contract Administrator receipt of notification that services are required.

The Contractor shall submit a detailed job estimate to the Contract Administrator within three business days of meeting with the Contract Administrator.

Once approved, the Task Order will be sent to the Contractor to commence work.

The Contractor shall be on site within ten business days for non-emergency road maintenance

commencement after a fully executed task order is received. The Contractor/Contractor's workers shall remain on site, work daily during normal business days/hours, weather permitting, until the completion of the work.

Non-Emergency – A non-emergency is defined as any services performed other than services as defined herein as an emergency.

Emergency – An emergency is defined as any service that requires the Contractor to be on site within four clock hours of notification by the Town.

In the event of an “emergency”, the contractor shall provide a verbal estimate to the Contract Administrator and shall begin work within three clock hours of approval by the Contract Administrator.

The Contractor shall not perform any work until receipt of a fully executed task order signed by the Contract Administrator and the Contractor.

Task Orders shall not be used to change any provisions, terms, or conditions of the Contract.

Unreasonable Cost Estimates - In the event the Contractor's Estimates are determined by the Town to be unreasonable, the Town has the following options:

First, to negotiate with the Contractor to reduce the labor hours/cost to arrive at a more reasonable cost, and

Second, if negotiations have failed then the Town has the option to solicit a firm fixed project cost from prospective vendors.

If prospective vendor's firm fixed project cost offered to the Town is less than Fifteen Percent (15%) of the Contractor's Project Cost Estimate then the Town may award the project to that Vendor at the firm fixed cost offered. The Town may also allow the Contractor an opportunity to match the lower price obtained and then to perform the work.

The job ticket/invoice shall not exceed ten percent (10%) of the approved task order. Any additional cost within the ten percent range must be described on the job ticket/invoice and approved by the Contract Administrator before payment.

**SECTION V
PRICING SCHEDULE**

1. Equipment

- 1. Rubber Tire Backhoe/Loader - JD 544, or equivalent.
 - a. Base Contract Period – Hourly Rate for Non-Emergency Service \$ _____
 - b. Base Contract Period – Hourly Rate for Emergency Service \$ _____

- 2. Skid Steer Loader - S220, or equivalent.
 - a. Base Contract Period – Hourly Rate for Non-Emergency Service \$ _____
 - b. Base Contract Period – Hourly Rate for Emergency Service \$ _____

- 3. Dump Truck - Single axle, no less than 10 cubic yard capacity, 25,000 Gross Vehicular Weight, or equivalent.
 - a. Base Contract Period – Hourly Rate for Non-Emergency Service \$ _____
 - b. Base Contract Period – Hourly Rate for Emergency Service \$ _____

- 4. Dump Truck - Tandem axle, no less than 15 cubic yard capacity, 50,000 Gross Vehicular Weight, or equivalent. For delivery to staging area only.
 - a. Base Contract Period – Hourly Rate for Non-Emergency Service \$ _____
 - b. Base Contract Period – Hourly Rate for Emergency Service \$ _____

- 5. Rubber tired Loader, JD 544, or equivalent.
 - a. Base Contract Period – Hourly Rate for Non-Emergency Service \$ _____
 - b. Base Contract Period – Hourly Rate for Emergency Service \$ _____

- 6. Tractor with Bush Hog and Sidebar and/or Arm Mower
 - a. Base Contract Period – Hourly Rate for Non-Emergency Service \$ _____
 - b. Base Contract Period – Hourly Rate for Emergency Service \$ _____

2. Labor

- 7. Laborer without Tools or with Non-Powered Tools
 - a. Base Contract Period – Hourly Rate for Non-Emergency Service \$ _____
 - b. Base Contract Period – Hourly Rate for Emergency Service \$ _____

- 8. Laborer with Powered Tools
 - a. Base Contract Period – Hourly Rate for Non-Emergency Service \$ _____
 - b. Base Contract Period – Hourly Rate for Emergency Service \$ _____

- 9. Tree climber with power tools
 - a. Base Contract Period – Hourly Rate for Non-Emergency Service \$ _____
 - b. Base Contract Period – Hourly Rate for Emergency Service \$ _____

- 10. VDOT Certified Flagger
 - a. Base Contract Period – Hourly Rate for Non-Emergency Service \$ _____

b. Base Contract Period – Hourly Rate for Emergency Service \$ _____

11. Supervisor - Working

a. Base Contract Period – Hourly Rate for Non-Emergency Service \$ _____

b. Base Contract Period – Hourly Rate for Emergency Service \$ _____

3. **Miscellaneous**

12. Mobilization of Trailered Equipment when applicable

a. Base Contract Period – Fee per applicable Task Order \$ _____

4. **Bid Rate**

21. **AVERAGE HOURLY RATE (Used to determine the low bidder) \$ _____**

Base Contract Period Average (add 22 items - 1a thru 11b, then divide by 22)

5. Signature Page

BUSINESS NAME

AUTHORIZED SIGNATURE

STREET ADDRESS

TYPED/PRINTED NAME & TITLE

TELEPHONE

DATE

FAX NUMBER

E-MAIL

**SECTION VI
OPTIONAL CONTRACT RENEWAL PERIODS**

For the Contract Renewal Periods only, a percentage increase on all items may be allowed annually, 1) if so requested by the Contractor, and 2) if the percentage increase requested does not exceed the percentage increase difference between the **Contract Base-CPI Posting in** [Click here to enter text.](#) and the CPI Posting for [Click here to enter text.](#) for Renewal Period I, CPI Posting for [Click here to enter text.](#) for Renewal Period II, CPI Posting for [Click here to enter text.](#) for Renewal Period III. Price increases for all renewal periods will be adjusted from the Contract Base CPI Posting [Click here to enter text.](#). See below example.

Any Contract price increases allowed for the Contract renewal periods, shall be effective on the first day of each Contract renewal period. For each contract renewal period, in accordance with the pricing structure described herein, in the event there is no percentage increase in the CPI or the CPI reflects a percentage decrease, then there will be no price adjustment allowed.

All price increases will be adjusted on the following:

Web Site – WWW.BLS.GOV
 U.S. Department of Labor, Bureau of Labor Statistics Data
 Consumer Price Index – All Urban Consumers (one screen data search) Area: Washington-Baltimore, DC-MD-VA-WV
 Item: Services
 Series Id: CUURA311SAS, CUUSA311SAS
Posted: [Click here to enter text.](#) (166.884) Contract Base

EXAMPLE

To calculate the CPI percent change (the percentage increase allowed for contract renewals)

CPI for Current Renewal Period	Say if – May 2015 Posting is 174.701
Subtract CPI Contract Base Posting July 2013	166.884
Equals Index Point Change of	7.817
Divided by CPI Contract Base Posting July 2013	166.884
Equals	0.047
Result- Multiplied by 100	0.047 X 100
Equals CPI Percent Change of	4.700 (4.7 percent increase allowed for this renewal)