

CHESTERFIELD COUNTY ECONOMIC DEVELOPMENT AUTHORITY  
CHESTERFIELD, VIRGINIA 23832  
(804) 318-8550

IFB Prepared By:

**Faith McClintic**  
**Development Manager, Meadowville Technology Park**

Invitation for Bid Number:

**08-08001GM**

October 10, 2008

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Sealed bids, subject to the specifications and conditions contained herein and attached hereto, shall be received in the Chesterfield County Economic Development Authority (EDA) office, 9401 Courthouse Road, Suite B, Chesterfield, VA 23832 until, but no later than, **2:00 p.m.** Local Time Prevailing, **October 20, 2008**, for **a Requirements Contract for Grounds Maintenance, to include Grass Mowing and Related Services, for Meadowville Technology Park in Chester, VA.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Chesterfield County EDA at (804) 318-8550, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County EDA, 9401 Courthouse Road, Suite B, Chesterfield, VA 23832. **Mark outside of your envelope with Invitation for Bid #08-08001GM and opening date of bid.**

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

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, shall be rejected. The time of receipt shall be determined by the date stamp and time noted by the receptionist in the Chesterfield County Economic Development Department.

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

For information pertaining to the bid tabulation and award on this procurement transaction, bidders may access public notification electronically at <http://www.meadowville.com/IFB>.

**CHESTERFIELD COUNTY ECONOMIC DEVELOPMENT AUTHORITY (EDA)  
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS  
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

**1. SUBMISSION AND RECEIPT OF BIDS:**

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-bid meeting and/or the published bid opening, the pre-bid meeting and/or bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the bid documents** shall each bid be accompanied by a bid bond with surety satisfactory to the Economic Development Authority's Attorney or a Cashier's or a Certified Check, made payable to the Economic Development Authority of Chesterfield County. In the event of default by the Bidder, the deposit shall be and represent liquidated damages to the EDA. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the EDA.
- g. No bid shall be altered or amended after the specified time for opening.

2. **AMENDING BIDS:** Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Economic Development Authority of Chesterfield County, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.

**3. WITHDRAWAL OF BIDS:**

**Withdrawal: Construction** (Code of Virginia 2.2-4330)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and

materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Development Manager – Meadowville Technology Park must be accompanied by bidder's original work papers, or such request will be rejected. In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

#### **Withdrawal: (other than construction)**

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

#### **4. DENIAL OF WITHDRAWAL OF BID:** (*Code of Virginia 2.2-4330*)

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

#### **5. MISTAKES IN BIDS**

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the EDA.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

**6. PRICING:**

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his/her bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the EDA or Bidder.
- c. Prices should be stated in units of quantity or as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- d. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

**7. PERFORMANCE AND PAYMENT BOND:** When requested in the bid, the EDA shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the EDA's Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the EDA shall pay the cost thereof.

**8. DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

**9. INVOICES:** Invoices for items ordered and delivered shall be submitted by the contractor to Chesterfield County Economic Development Authority, 9401 Courthouse Road, Suite B, Chesterfield, VA 23832. All invoices shall show the project number, the name of the person placing the order, the item description, stock number, and contract price as applicable. The EDA's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the items as described in the specifications.

**10. PAYMENT TERMS:** If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the EDA.

**11. FINANCE CHARGES:** Finance charges imposed by the vendor on any invoice shall not be paid by the EDA.

**12. USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the EDA in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the EDA. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the EDA to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The EDA's failure to object to a manufacturer shall not constitute a waiver of any

of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The EDA's decision of approval or disapproval of a proposed substitution shall be final.

13. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
14. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the EDA. In the event the goods and/or services supplied to the EDA are found to be defective or do not conform to specifications, the EDA reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
15. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, the EDA, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.
16. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The EDA reserves the right to request that such samples be furnished at the time of bid opening. The EDA also reserves the right to request samples after the date of bid opening. Requested samples shall be furnished free of expense to the EDA and if not used in testing or destroyed will, upon request at the time of submission of sample, be returned at the bidder's expense.
17. **TAXES:** The Chesterfield County Economic Development Authority is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the EDA for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County and the EDA on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
18. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
19. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by the EDA. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the EDA may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
20. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the Chesterfield County EDA also fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
21. **AWARD PHILOSOPHY:** Award will, generally, be made by the EDA to the lowest responsible bidder with the lowest responsive bid which is in substantial conformance with the terms, conditions, and specifications

of the bid and is in conformance with the *Code of Chesterfield County* and the *Code of Virginia*, unless otherwise stated in the bid documents.

The Chesterfield County Economic Development Authority reserves the right to accept or reject any or all bids or parts of bids, to waive informalities, and to request rebids. The EDA also reserves the right to award the bid in a manner which the EDA deems will best serve its interest. Bids making exceptions to the terms and conditions included in this invitation may be considered, but preference may be given to bids with no exceptions taken. It further reserves the right to award the bid on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the EDA, unless otherwise specified. The EDA may award a bid to a single contractor or to multiple contractors. It also reserves the right to increase or decrease quantities at the unit price bid.

**22. FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:

- a. The ability to provide references which may substantiate past work performance, demonstrated abilities, and experience in the type of work and quality required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The EDA may contact all references furnished by bidders. The right is further reserved by the EDA to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the EDA, a bidder is determined to be non responsible as a result of any investigation conducted by or for the EDA, award will not be made to that bidder.
- b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for Chesterfield County of the EDA.
- c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
- d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
- e. The EDA reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the EDA in determining bidder's capabilities of successfully administering the contract.
- f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
- g. The resale value, life cycle costing and value analysis of a product.
- h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
- i. Timely delivery of goods or timely completion of services as stated by bidder.
- j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the EDA.
- k. Inventory capability as it relates to a particular bid.
- l. Results of product testing.

**23. STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.

24. **ADDENDA:** Any changes or supplemental instructions to this Invitation for Bid shall be in the form of written addenda. All addenda are downloadable from the Meadowville Technology Park web site at <http://www.meadowville.com/>. Each bidder is responsible for determining that all addenda issued have been received and shall acknowledge receipt of all addenda in the space provided within the Pricing Schedule or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda so issued shall become part of the IFB and any resulting contract documents.

25. **PROPRIETARY INFORMATION:** Section 2.2-4342-F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Bids/proposals not in compliance with section 2.2-4342F will be subject to disclosure.

26. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.

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

**COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES**

Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County EDA believes that all County citizens should benefit from this economic growth without regard to race, color, religion or economic status. The EDA is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the Chesterfield County EDA strongly encourages each contractor and/or supplier with which the EDA contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County as subcontractors/suppliers for their projects.

Upon award/completion of work, the Chesterfield County EDA shall require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form shall be provided to the contractor by the Chesterfield County Economic Development Department. This information shall enable the EDA to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

**DEFINITIONS:**

Women-Owned Business (WOB) - a business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interests is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens. (*Code of Virginia 2.2-1401*)

Minority-Owned Business (MOB) – a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia 2.2-1401*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

## PURPOSE

The purpose of this Invitation for Bid (IFB) is to establish a requirements contract with firm pricing and delivery for grounds maintenance, to include grass mowing and related services, for Meadowville Technology Park.

## TERM OF CONTRACT

The initial term of this contract shall be November 1, 2008 through November 30, 2009.

## RENEWAL OF CONTRACT

Chesterfield County EDA may renew this contract for four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of extension. Upon a determination by the EDA to renew this contract for an additional term, written notification shall be given to the contractor.

1. If the EDA elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase/decrease of the "Other Services" category for labor of the Consumer Price Index for all Urban consumers (CPI-U) for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods the EDA elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year period shall not exceed the contract price(s) of the most recent renewal period increased by more than the percentage increase/decrease of the "Other Services" category for labor of the Consumer Price Index for all Urban consumers (CPI-U) for the latest twelve months for which statistics are available.

## SPECIAL TERMS AND CONDITIONS

### INQUIRIES

Questions, clarifications and/or requests for interpretation of requirements and/or specifications should be addressed to Faith McClintic, Development Manager – Meadowville Technology Park at (804) 318-8550. Bidders are encouraged to submit questions in writing no later than five (5) days prior to the bid opening date and send to the attention of Faith McClintic, fax (804) 796-3638 or internet e-mail to faith@chesterfieldbusiness.com.

### SITE VISITS – MANDATORY

It is imperative that prospective bidders acquaint themselves with the conditions of the work areas outlined within this IFB. To further clarify the areas within the Park to be covered by this request, a mandatory pre-bid conference will be held for the work to be performed under the resulting contract at **10:00am on Wednesday, October 15, 2008** at the Meadowville Technology Park entrance sign, as noted on the attached map. The lack of familiarity with the location and the workload entailed shall not be an acceptable reason for unacceptable service from the contractor. Attendance at this pre-bid conference is required in order to receive consideration for award of a contract.

## **RESPONSIBILITY OF BIDDER**

The bidder should make a careful examination of the project location, should familiarize himself/herself with existing conditions and acreage of service areas to be covered, and satisfy himself/herself as to the quantity and quality of materials and workmanship required for the Work. He/she should carefully and thoroughly examine the Invitation for Bid documents before submitting a bid. The submission of a bid shall constitute a warranty by the bidder that he/she has complied with the requirements of this paragraph. The bidder is bound by his/her bid and his/her bid reflects an affirmative representation that he/she has thoroughly examined the areas of coverage.

**LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County EDA or the Commonwealth of Virginia.

## **LOCATIONS (Add or Delete)**

Chesterfield County EDA reserves the right to add or delete areas of the Park from the contract with limited advance notice to the Contractor. Should Chesterfield County EDA require a location to be added, the Contractor shall be notified of the start date, location, and address. The pricing for the additional location shall be based on negotiations with the EDA and/or their designated representative.

## **INVOICING**

The contractor shall bill for all work on a monthly basis. A monthly price and itemized invoice for all work shall be furnished to the Chesterfield County EDA at the following address:

Chesterfield County EDA, 9401 Courthouse Road, Suite B, Chesterfield, VA 23832

## **SAFETY**

Contractor shall at all times strictly adhere to all OSHA, UL and other applicable safety standards and mandates in the performance of all services. All employees and any subcontractors of the contractor should use hard hats, safety goggles, gloves and all safety clothing or apparatus recommended by OSHA and UL. All materials, supplies, tools and equipment shall be approved by, and comply with all OSHA, UL and any other applicable safety standards and mandates.

The contractor shall supervise and direct all work, using his/her best skill and attention. He/she shall be solely responsible for all means, methods, techniques, sequences and procedures.

The contractor shall be responsible to the EDA for the acts and omissions of his/her employees, any subcontractors and their agents and employees, and other persons performing any of the work under this contract.

## **MATERIAL SAFETY DATA SHEETS (MSDS)**

It shall be the responsibility of the contractor(s) to furnish Material Safety Data Sheets (MSDS) as applicable, and to insure all containers are labeled in accordance with the Virginia Hazard Communication Standard.

## **LABELING OF HAZARDOUS SUBSTANCES**

If the items or products requested by this Invitation for Bid are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code or any other related federal, state, or local statutes, then the bidder, by submitting a bid, certifies and warrants that the items or products to be delivered under this Invitation for Bid shall be properly labeled as required by the foregoing sections and that by delivering the items or products, the bidder does not violate any of the prohibitions of Title 15 U.S.C. § 1263, Title 7 U.S.C. § 136, or any other related federal, state, or local statutes.

## **REFERENCES**

Bidders shall complete and include with their bid the Contractors Data Sheet, page 20.

## **INSURANCE**

**A copy of a Certificate of Insurance shall be required and must be furnished by the contractor prior to execution of the contract. The Certificate does not need to accompany the bid.**

The contractor shall purchase and maintain in force, at his/her own expense, such insurance as shall protect the contractor and the EDA from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself/herself, his/her employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the EDA, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his/her forces as enumerated above. The Contractor shall furnish a copy of a Certificate of Insurance, **naming Chesterfield County EDA**. Should any of the policies be cancelled before the expiration date, the issuing company shall mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the EDA's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that shall be acceptable:

1. Worker's Compensation Insurance with statutory limits and Employers' Liability Insurance of \$500,000 for one accident or aggregate disease.
2. Commercial General Liability - \$1,000,000 Each Occurrence Combined Single Limit - Including coverage for XC and U hazards.
3. Comprehensive Automobile Liability - \$1,000,000 Each Occurrence Combined Single Limit
4. Umbrella Liability Insurance - \$2,000,000 Each Occurrence

**PLEASE FORWARD A COPY OF THESE INSTRUCTIONS TO YOUR INSURANCE CARRIER.**

## INSTRUCTIONS REGARDING INSURANCE CERTIFICATES

The Contractor and his/her insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the EDA shall execute the contract. In particular, please note the following:

1. The Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County EDA as additional insured**. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**Description**" where the language may be inserted as follows:

**Chesterfield County EDA is additional insured or that Chesterfield County EDA is additional insured with respects to General Liability; and/or Umbrella Liability policies.**

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the EDA."

**NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.'" OR In lieu of modifying the cancellation clause, Chesterfield County EDA may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer shall provide 30-day cancellation notice to Chesterfield County EDA. The endorsement should be on a separate form and attached to the certificate.**

3. The Certificate Holder should be listed as:

Chesterfield County EDA  
9401 Courthouse Road, Suite B  
Chesterfield, VA 23832  
**IFB # 08-08001GM**

4. Certificate of insurance must be signed.

## SITE VISITS PRIOR TO MOWING SEASON

The Contractor shall be required to visit each site prior to the beginning of each mowing season (after March 1<sup>st</sup> and before April 1<sup>st</sup>) and report to the designated EDA contact any adverse conditions, changes to the site, etc. EDA staff shall periodically visit the sites and report to the Contractor any discrepancies associated with the specifications of the contract.

## **SITE LOCATION AND COVERAGE AREAS**

Meadowville Technology Park is an emerging 1300-acre mixed use development located east of River's Bend Center on Meadowville Road and near Interstate 295. The property is accessible via U.S. Route 10 and River's Bend Boulevard or North Enon Church Road. The Park is under development and, thus, has limited areas in which grounds maintenance services are currently required. These areas are generally defined on the attached map; however, due to the changing and unexpected nature of development activities within the Park, additional services or areas of coverage may be required with limited notification. The specific areas for which grounds maintenance services are needed will be reviewed at the pre-bid conference scheduled for Wednesday, October 15, 2008 at 10:00am.

## **SPECIFICATIONS**

### **A. Basic Maintenance Services:**

Unless specified otherwise, basic grounds maintenance services shall be performed weekly April through October and as needed in March and November. The basic services under this contract shall include policing, mowing, brush removal/cleanup, hardscape maintenance, irrigation, lighting, and litter control. Additional requests may be made for disposal of large amounts of debris. Bed edging shall be performed with each mowing to maintain a consistent delineation between turf and mulch areas. Blade edging of curbs and other paved areas shall be performed every other mowing, unless specified otherwise. Upon completion of mowing and edging operations, all paved surfaces shall be blown clean. Sidewalks, curbs, gutters, and gravel areas shall be treated with herbicide as needed to maintain a weed free condition.

### **B. Specific Requirements:**

#### **1. Mowing**

General mowing shall take place between the dates April 1<sup>st</sup> through October 31<sup>st</sup>. Mowing outside of these dates may be required on an as-needed basis. Prior to mowing, all litter and miscellaneous debris, within reason, shall be removed. Mowing and trimming shall not take place when turf is excessively wet or during severe drought when there is no evidence of new growth. Clippings shall be collected at contractor's discretion, unless specified otherwise. If clippings are not collected they shall be hand raked and dispersed into the turf area.

#### **2. Trimming**

Trimming shall be performed around all trees, fences, signs, streetlights, posts and poles, borders and along curbs, either by hand or use of string trimmers. Trimming shall be done as to not damage trees, fences, posts and poles, border, etc. Trimming by use of mechanical equipment, i.e. gas powered string trimmers, shall be performed on the same frequency as the mowing.

#### **3. Weed Control:**

The contractor shall pull, not cut, and remove all weeds from mulched beds. All sidewalks, paths, and curbs/gutters shall be kept weed free. Herbicides may be used as a means to control weeds by using such products as "Round-Up." Unless specified otherwise, all tree, shrub and flower beds shall be hand weeded and treated with pre and post emergent chemical applications as needed to maintain a neat appearance at all times. Treatment for certain weeds, e.g. nut sedge, may be requested, should traditional methods not be effective.

#### **4. Pruning:**

Unless specified otherwise, trees under 15' in height shall be pruned one time per year to removed dead, diseased or damaged limbs. Low hanging branches shall be removed from all

trees as needed to keep parking and pedestrian areas free of obstructions. Extensive cut back of crape myrtles is not included unless specifically requested by the EDA. Shrubbery pruning shall be done throughout the year to maintain a neat appearance with respect to the intended growth patterns of the plants. Should extensive pruning, such as that required to correct improper care, be required, the owner shall be contacted to discuss additional pricing prior to commencement of work. Liriope, daylilies and other miscellaneous grasses and perennials shall be cut back in the winter to maintain a neat appearance.

5. Mulch:

Unless specified otherwise, previously mulched areas shall be remulched in the spring with shredded hardwood mulch at a consistent 2" depth. If a second mulch is needed, it shall be done in the winter at a 1" depth. All mulch shall be of the highest quality and free of insects. Dyed or non-dyed material may be used. Prior to mulching, existing bed lines shall be redefined with a spade shovel and/or trenching machine at a right angle to a consistent depth of 3". Removal of old mulch shall be completed, as necessary, in order to avoid excessive buildup. Removal of mulch put down by other contractors is not included.

6. Herbicides:

Herbicides may be used when mechanical trimming is inadequate. Herbicides used by the contractor shall be applied according to federal, state and local codes, regulations and label instructions. A list of all herbicides that may be used shall be provided by February 1 of each calendar year to the Development Manager – Meadowville Technology Park, along with accompanying MSDS sheets and a list of all applicators and their pesticide applicator permit classification.

7. Off Season Services:

Unless specified otherwise, December through February, the grounds shall be inspected and cleared of trash and debris on, at least, a bi-weekly basis.

8. Fall Cleanup

Unless specified otherwise, leaf removal shall be done in three major cleanups that are performed in October, November, and December. Additional light cleanup shall be done as needed during regular visits for Off Season Services. All turf areas, landscape beds and paved areas shall be cleared of fallen debris, which shall be disposed of off-site, unless otherwise agreed upon with the EDA. Cleanup of any debris resulting from extreme weather conditions may be required at an additional cost, upon the approval of the EDA. The EDA has the right to obtain competitive quotes for this additional work and/or to negotiate the fee with the contractor.

9. Turf Care Program

All designated turf areas shall be treated with pre and post emergent weed control applications throughout the year to control common weeds like crabgrass, clover, chickweed, broadleaf plantain, dandelions, thistle, etc. Should treatment for certain weeds, e.g. nut sedge and wild violet, require several applications of expensive chemicals to control, approval of the EDA shall be required upon provision of cost estimates by the contractor. Fertilizer should be applied throughout the year at a rate of at least one pound of actual nitrogen per 1,000 sq. ft. Lime shall be applied according to soil analysis recommendations up to a rate of 25 lbs. per 1,000 sq. ft. A qualified employee, following all applicable laws and licensing requirements, shall perform all turf applications. Fescue turf shall be core aerated and over seeded at a rate of 4 lbs. per 1,000 sq. ft. in fall. Bermuda turf shall be aerated in spring to promote growth but shall not be over seeded unless fall rye is specifically requested. *Unless specified otherwise,*

*fungicide and insecticide applications are not requested and shall only be performed at an additional cost, upon request/approval of the EDA.*

10. Horticultural Care Program

Unless specified otherwise, ornamental trees and shrubs shall be fertilized one time per year with a slow-release granular fertilizer. Deep root fertilization of trees and large shrubs is not required, but may be requested for an additional cost. The EDA has the right to obtain competitive quotes for this additional work and/or to negotiate the fee with the contractor. The Contractor is responsible for the monitoring and detection of plant damaging insects and diseases. Proactive and reactive measures shall be used to control typical insect infestations like azalea lace bug, aphids and bagworms. (Control for certain infestation such as scale, gypsy bug and Japanese beetle may require several applications and shall be performed at an additional cost, upon approval of owner.) Cleanup of any debris resulting from extreme weather conditions may be required at an additional cost, upon the approval of the EDA. The EDA has the right to obtain competitive quotes for this additional work and/or to negotiate the fee with the contractor. *Unless specified otherwise, fungicide and disease control applications are not included and shall be performed at an additional cost upon request/approval of the EDA.*

11. Seasonal Color

Flowerbeds should be planted twice annually, typically in spring and fall, with potted annuals of at least six-inches, 8-12" on center of existing flowerbeds. Flowers denoted as deer-resistant on the Rutgers Cooperative Research & Extension bulletin should be offered, with selections made available to the Development Manager before planting. Should irrigation systems malfunction for an extended period of time, the Contractor should provide adequate temporary watering to keep plants from dying. Flowers are to be mulched, fertilized and watered upon installation. The EDA shall be given the opportunity to participate in the selection of type and color of flowers to be planted.

12. Irrigation Maintenance

Ongoing maintenance, testing, and monitoring of irrigation systems shall be provided. This shall include thorough inspections of the system, monitoring of the grounds for over and under watering, spring start up, and winterization. The Contractor shall perform system repairs, as required, pending discussion and provision of cost estimates with the EDA. The EDA has the right to obtain competitive quotes for repair work or extension of the system and/or to negotiate the fee with the contractor.

13. Lighting

General maintenance and repairs to lighting systems, including transformers, light timers, and replacements of light bulbs, as necessary, shall be provided.

14. Litter Control/Disposal of Debris

Pickup and removal of all paper, plastic, metal, trash or other debris, and accumulated leaves, fallen branches or other organic material, from the entire facility site and public rights-of-way to the curb, shall be done prior to each operation. The contractor shall leave site, walks, parking areas, drive aisles, etc. free from dirt, clippings, dead weeds, or debris. All debris collected shall be discarded off-site at a proper solid waste/compost disposal facility at the contractor's expense. When mowing is not required, litter control shall be performed not less than once every 10 days.

C. Responsibilities of Contractor:

1. Reporting Dangerous Conditions/Situations:

- a. Any encounter with dangerous conditions or unusual situations shall be reported to the EDA the day of discovery.
- b. Removal of dead animals shall be the responsibility of the EDA. The Contractor shall be responsible for reporting the finding of any dead animals to EDA contact the day of discovery.

2. Trees:

- a. The Contractor shall be responsible for reporting any fallen, leaning, or potentially dangerous trees or large limbs that affect the maintenance (mowing) of a site. Such conditions shall be reported to the EDA's contact person within 24 hours of discovery. The EDA shall be responsible for the removal of trees or large limbs. Discovery of smaller limbs shall fall under the category of brush, and shall be removed as outlined in section A (Basic Maintenance Services).
- b. Any low or hanging tree limbs that affect the Contractor's ability to mow by restricting the use of equipment in an area, shall be reported to the EDA's contact person. The Contractor and the EDA's representative shall meet on-site to determine the extent of trimming or other corrective action to be taken.

3. Damages by the Contractor:

Any damages to the turf, beds, shrubs, trees, as well as damages to fences, posts, structures, automobiles, windows, etc., as a result of mowing and landscape operation shall be repaired/replaced within two (2) weeks of date of damage by the Contractor, at no cost to the EDA. All incidents of damage by the Contractor and any discoveries of damage shall be reported to the EDA's contact person.

4. Access/Keys:

The EDA shall provide the Contractor keys for all sites requiring access. It shall be the Contractor's responsibility to secure all gates upon completion of work and to secure keys from employees upon termination.

5. Sub-Contractors:

Sub-contracting of any portion of the services being requested must be approved by the EDA prior to sub-contractors tentative start date.

6. Supervision and Work Inspection:

The Contractor shall have a competent and designated person in charge and outside for each mowing/landscape crew at all times. The EDA shall inspect work at its discretion. If work is not performed to standards and frequencies outlined in this contract, the Contractor shall have 24 hours to correct the deficiency, weather permitting. If the deficiency is not corrected to the satisfaction of the EDA, which will not be withheld unreasonably, then liquidated damages shall be assessed at \$50.00 for each service not performed, or a deduction of per service price for that location, whichever is greater.

7. Personnel

- a. All Contractor employees shall wear appropriate clothing and protective equipment in the performance of this contract. All Contractor employees shall wear shirts at all times. No tank tops or shirts with offensive language/slogans shall be worn.
- b. All Contractor employees shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from the worksite. Caution shall be exercised to assure that the Contractor's operations do not cause any safety hazards to the general public. Whenever questions, complaints, etc., are directed to a Contractor employee by the public, they are to acknowledge, record, and pass on to the EDA's contact person if unable to reply.

**BASIS OF AWARD**

Award of this contract based on the company's demonstrated excellence in delivering the services outlined in this IFB, including an established history, ability, and willingness to respond to the EDA's changing and unexpected needs on short notice. As such, meetings will be held with the three lowest responsible bidders to assess their experience and qualifications in meeting this requirement. The EDA reserves the right to award to a single or to multiple contractors.

**PRICING SCHEDULE**

While final pricing shall be negotiated as defined in the Basis of Award, bidder shall provide an annual rate for provision of the services outlined in this Invitation for Bid. Specifically, pricing schedules should generally include the following:

	Annual Visits	Annual Cost
Seasonal Maintenance:	_____	\$ _____
Off-Season Services:	_____	\$ _____
Fall Clean-Up:	_____	\$ _____
Turf Care:	_____	\$ _____
Tree and Shrub Care:	_____	\$ _____
Seasonal Color:	_____	\$ _____
Irrigation Maintenance:	_____	\$ _____
Lighting Maintenance:	_____	\$ _____
Other Services: (please describe) _____		\$ _____
	Total Annual Cost:	\$ _____

**ADDENDA**

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bid:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**TERMS AND SIGNATURE SHEET**

**All bids shall be signed on the Terms and Signature Sheet in order to be considered.**

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the EDA. Our terms are \_\_\_\_\_.

All prices shall be F.O.B.: [Meadowville Technology Park](#). Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #08-08001GM and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

- I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.
- the accompanying bid is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five per cent.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Order From Address:** \_\_\_\_\_  
\_\_\_\_\_

**Remit To Address:** \_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone ( )** \_\_\_\_\_ **Fax ( )** \_\_\_\_\_

**We hereby provide the following information to Chesterfield County EDA regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.**

**Minority Business Enterprise:** Yes \_\_\_\_\_ No \_\_\_\_\_  
**Woman-Owned Business:** Yes \_\_\_\_\_ No \_\_\_\_\_  
**Chesterfield Business:** Yes \_\_\_\_\_ No \_\_\_\_\_

**CONTRACTOR DATA SHEET**  
**TO BE COMPLETED AND SUBMITTED WITH BID**

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the EDA.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

\_\_\_\_\_ years      \_\_\_\_\_ months

Provide a minimum of three (3) references who can substantiate past work performance, responsiveness, and experience on contracts of similar size, type and complexity.

Name, Address, Phone Number and Contact Person

1. \_\_\_\_\_  
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