

MOWING BID ANNOUNCEMENT

December 7, 2023

The Jefferson County Parks & Recreation Commission is now accepting bids for mowing service of six county parks for the 2024 mowing season.

Address sealed bids to the attention of David Kling, Deputy Director, and specify “Mowing Services Bid” on the envelope. Sealed bids must be received by Friday, January 8th, 2023, at 235 Sam Michaels Lane, Shenandoah Junction, WV 25442. The bid opening will be held in the Administrative Office at the same address listed above immediately following the bid submission on the same day (1/08/24) at 10am. Bids submitted after the deadline will not be valid or considered. No oral, telephone, fax or email proposals will be accepted. Contractor work is to begin on our about the week of April 1st 2024. Start date subject to change due to rate of grass growth and start of growing season. The contract end date of October 31st, 2024, is also subject to change due to the rate of grass growth and end of growing season.

If bids will be hand-delivered before the due date, please deliver between 9am-5pm (Monday-Friday) to the Jefferson County Community center at 235 Sam Michaels Lane, Shenandoah Junction, WV 25442.

Additional bid information and specifications can be found at www.jcprc.org. Any questions regarding bid specifications may be answered by contacting David Kling, Deputy Director, at dkling@jcprc.org or 304-728-3207 x5104.

Mowing Acreage

Park Site	Address	Total # of Acres
Bolivar Nature Park	294 Jefferson Street, Bolivar, WV	.5
James Hite Park	2545 Hite Road, Kearneysville, WV	70
Leetown Park	56 Jefferson Orchard Rd, Kearneysville, WV	10
Moulton/Riverside Park	716 Bloomery Road, Charles Town, WV	15
Mount Mission Park	4210 Mission Road, Harpers Ferry, WV	2
South Jefferson Park	4095 Leetown Road, Summit Point, WV	22
		Total Acreage = 119.5

Jefferson County Parks & Recreation Commission

Mowing Services Bid

Bid packets submitted MUST provide all Documents as listed below to be considered. Any packets lacking a required Document will be returned to the bidder with a rejection notice informing the bidder of the incompleteness of the bid submittal.

The following documents (“Documents”) must be filled out completely and submitted with your Bid:

1. Bid Proposal Form must be filled out completely.
2. Bidders Acknowledgement
3. References
4. Environmental Practices

Note: This sheet must be completed and submitted with the bid

Jefferson County Parks & Recreation Commission

Mowing Services

1. BID PROPOSAL FORM

THE JEFFERSON COUNTY PARKS & RECREATION COMMISSION IS EXEMPT FROM ALL FEDERAL AND STATE TAX: BIDDERS MUST QUOTE PRICES WHICH DO NOT INCLUDE SUCH TAX.

The Successful Bidder shall provide, as a requirement of the Base Bid contract, individual cost proposals for the mowing services of various parks within the Jefferson County Parks & Recreation Commission for one year (April-October of 2024).

1. Park Locations in Jefferson County, WV: See Park List with Bid Announcement

2. BASE BID: Mowing and Trimming Services April through October 2024

Park Location	Once a week amount
Bolivar Nature Park	\$
James Hite Park	\$
Leetown Park	\$
Moulton/Riverside Park	\$
Mount Mission Park	\$
South Jefferson Park	\$
	\$

Total Base Bid Amount \$ _____

In compliance with the invitation for bids, specifications, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid is accepted to furnish all labor, materials, and services necessary to complete the work in accordance with the bidding documents upon which price is quoted, at the Bid Amount.

Bidder's Name (please print): _____

Bidder's Signature:

Date:

Jefferson County Parks & Recreation Commission

RFP – Mowing Services

INSTRUCTIONS TO BIDDERS

Owner: Jefferson County Parks & Recreation Commission
235 Sam Michaels Lane, Shenandoah Junction, WV 25442

Project Location: Mowing services will be at multiple locations in Jefferson County, WV. Please see the Bid Proposal Form for locations.

Project: The scope of work involves the Contractor to provide, as a requirement of the Base Bid contract, mowing and line trimming at the specified locations and services described in the attached Specifications.

Preparation of Bids:

Each bid shall be submitted on the Bid Form furnished in these documents. All bids must be written in black ink or typewritten, and signed with the legal signature of the Bidder, enclosed in an opaque envelope, sealed and clearly marked showing the bid identification, and date and time of opening in the lower left-hand corner. The envelope must also contain the name and address of the Bidder. The Bidder must ensure that the "sealed bid" envelope is properly identified. Jefferson County Parks & Recreation Commission (the "Owner") will not be responsible for the premature opening of bid envelopes that are not properly marked. Any bids opened prior to the scheduled bid opening due to the Bidder's failure to properly mark the envelope in accordance with this section shall be deemed non-responsive and will not be considered.

Taxes:

The Jefferson County Parks & Recreation Commission is not subject to Federal or State Tax.

Addenda and Interpretation:

All interpretations and requests for interpretations of the Bid Documents must be made in writing. Any addenda shall become part of the Contract Documents.

Acceptance or Rejection of Bids:

The Owner reserves the right to reject any or all bids and/or waive any non-material informalities and/or technicalities in the bids received.

Bids will be awarded to the lowest responsive and responsible bidder on the total of all work items in the Base Bid, or in any combination of Base Bid and alternates that Owner deems, in its sole discretion, to be in its best interests. Whether a bidder is responsible will be determined using all submitted information, all publicly available information, references, demonstrated experience, and service reputation.

The Jefferson County Parks & Recreation Commission reserves the right to accept in whole or in part, to reject and/or to separate any or all bids or adjust estimated quantities to meet its needs consistent with its budgetary constraints, if any.

All documents and signatures called for in these specifications must be included with the bid to constitute a valid bid, namely: 1) Bid Proposal Form; 2) Bidders Acknowledgement; and 3) Reference Sheet.

Non-Discrimination Clauses / Equal Opportunity:

During the performance of the contract, the Contractor agrees as follows: In connection with the performance of work under this contract, the Bidder agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. The Bidder further agrees to take affirmative action to ensure Equal Employment Opportunities. The Bidder agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Equal Opportunity Clause.

Site Protection:

The Contractor shall be responsible for adequate job site safety protection. The park area is used daily by the public and adequate protection for park users must be provided.

Damage to Other Work:

Should the Contractor, his agents, or his works, or any of his subcontractors or material cause damage to the Owner, or to the work or materials of other contractors or person, the damage shall be the sole responsibility of the Contractor. The repairs and replacing of damaged work shall be under the direction of the Owner or his representative, and the cost of same shall be the responsibility of the Contractor causing the damage.

Standards:

The work hereunder shall be done in a thorough, workmanlike manner. The successful bidder shall be required to enter into an Independent Contractor Agreement generally in the form provided herewith.

Payment:

Terms for payment are as follows:

- The Jefferson County Parks & Recreation Commission term for payment is net 30 days.
- Once invoices are received, they will be reviewed, and payment will be made via credit card or ACH deposit.
- No additional fees should be applied for credit card charges. **Payments shall be no more frequently than monthly.**
- Invoices shall be typed and sent to Jefferson County Parks & Recreation Commission containing the following information:
 - The name, address, and phone number of the Contractor.
 - Any payment discount terms offered.
 - Invoice number (payment will not be made from a statement).
 - An itemization of all labor and materials provided.
 - Completed W-9 form.

Contractor Performance:

The general conditions of this contract shall together constitute the contract. The Contractor shall furnish all labor, equipment, and materials necessary to perform the services provided under this contract. The Contractor will provide all

proper safeguards and shall assume all risks incurred in performing its services hereunder. The Contractor will pay all salaries and expenses of, and all federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to their employees and will carry Workmen's Compensation Insurance for its employees. The Contractor will be considered for all purposes hereunder independent, and it will not at any time directly or indirectly act as an agent, servant, or employee of the Jefferson County Parks & Recreation Commission or make any commitments or incur any liabilities on behalf of the Jefferson County Parks & Recreation Commission without its express written consent.

Insurance:

Contractor shall obtain insurance of the types and in the amounts listed below:

A. Commercial General and Umbrella Liability Insurance

- a. The contract shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

B. Workers Compensation Insurance

- a. Contractor shall maintain workers compensation as required by state and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

C. General Insurance Provisions

a. Evidence of Insurance

- i. Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), naming the Owner as an additional insured and executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- ii. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.
- iii. Failure of Owner to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- iv. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
- v. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.

D. Indemnification

- a. To the fullest extent permitted by law, the Contractor shall indemnify the Owner, its officers,

commissioners, officials, employees, volunteers, and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of a tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly indemnify the Owner, its officers, officials, employees, volunteers, and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

- b. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

Inspection of Materials/Equipment:

The Jefferson County Parks & Recreation Commission shall have a right to inspect any materials or equipment to be used in carrying out this contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment; components or completed work finished under this contract up to the time of final acceptance by the Jefferson County Parks & Recreation Commission. Materials, equipment, components or completed work not complying therewith may be rejected by Jefferson County Parks & Recreation Commission and shall be replaced by the Contractor at no cost to the Jefferson County Parks & Recreation Commission.

Any materials, equipment or components so rejected shall be removed within a reasonable time from the premises of Jefferson County Parks & Recreation Commission at the entire expense of the Contractor.

Parking and Traffic:

Parking of vehicles on the site by the Contractor shall not inhibit construction nor prevent access for emergencies or other official vehicles. Parking of private vehicles on the site by the Contractor is prohibited unless said vehicle is necessary in the execution of the Contract. No construction vehicles shall be parked near or under any existing vegetation on the site.

Cleanup:

The Contractor shall walk the site at the close of every workday to assure it is either free of waste material and rubbish, or the waste material and rubbish is secured in a container that is inaccessible to park patrons.

Contract Term:

If services provided by the Contractor are deemed satisfactory and both parties agree, a multi-year contract may be created, not to exceed a 3-year term.

Jefferson County Parks & Recreation Commission

Mowing Services Bid

SPECIFICATIONS

Attached you will find the Specifications, please read, and study all the other contractor guidelines outlined herein. **Bid packets submitted MUST provide all materials as specified to be considered. Any packets lacking a requirement will be returned to the bidder with a rejection notice informing that contractor of the incompleteness of the packet.**

1. The Mowing Service Bid term is from April –October of 2024.

Park Site	Address	Total # of Acres
Bolivar Nature Park	294 Jefferson Street, Bolivar, WV	.5
James Hite Park	2545 Hite Road, Kearneysville, WV	70
Leetown Park	56 Jefferson Orchard Rd, Kearneysville, WV	10
Moulton/Riverside Park	716 Bloomery Road, Charles Town, WV	15
Mount Mission Park	4210 Mission Road, Harpers Ferry, WV	2
South Jefferson Park	4095 Leetown Road, Summit Point, WV	22
		Total Acreage = 119.5

2. Service Requirements:

- a. High quality craftsmanship will be expected in all phases of work. Any elements found unacceptable and not in compliance with the Contract Documents will be removed and replaced by the Contractor until satisfactory results are obtained.
 - i. A meeting with JCPRC Staff before the grass cutting season to go over site specifications and areas to mow at each park will occur a week prior to start of contract.
 - ii. Weekly mowing from April 1 to October 31, 2024.
 - iii. Bi-weekly trimming from April 1 to October 31, 2024.
 - iv. The entire site shall be picked up of trash and debris before mowing begins.
 - v. Mowers shall be set to cut at 4” for general park areas and 3”-3.5” for athletic fields (depending on season and weather) for the length of the agreement. The Jefferson County Parks & Recreation Commission staff shall have the right to check equipment for compliance.
 - vi. Final trimming around permanent objects such as trees, shrubs, posts, fences, play equipment, benches, signs, etc., shall be accomplished with suitable mechanical equipment and at the same cutting height as the rest of the turf areas, to be performed at every other mowing.
 - vii. Picking up or bagging of cut grass and raking of leaves are not normally required.
 - viii. **Mowing patterns shall be such that the clippings are evenly distributed, not windrowed into noticeable clumps or deposits.** Altering mowing patterns every week shall be required with distributed grass clippings may have to be picked up. Grass clippings shall not be allowed to accumulate on hard surface areas, sidewalks, or roadways. Sidewalks shall be blown off after each mowing. Mowing patterns will be established and equipment operated so that the height of the cut is uniform, and no scalping occurs. Trees, shrubs, and other plants shall not be damaged by running into them with mowing equipment. The first two (2) passes along property boundaries shall be blown inward to prevent blowing of clippings onto adjacent property. Clippings shall not

be blown into playground safety surfacing. Clippings shall not be blown into planting beds or mulched areas.

- ix. Mowing equipment shall be kept in good, safe operating condition with sharp blades so that the grass is cut properly, and in such a condition that oil and gasoline do not leak. Property safety guards shall be in place.
 - x. Mowers shall not be fueled or oiled in grassy areas; they shall be moved to paved or gravel areas for this function. All fuel or oil spills will be cleaned up immediately.
 - xi. Any vandalism, storm damage to the park areas or to any of the trees, shrubs, play equipment, park equipment, or objects located in the park area shall be reported to the Jefferson County Parks & Recreation Commission as soon as possible by the Contractor via email.
 - xii. The Jefferson County Parks & Recreation Commission shall notify the Contractor by written email when failures to perform the above stated duties are noted and Contractor shall respond back via email or phone acknowledging receipt. If after a written 48 hours' notice the Contractor fails to perform any of the above stated duties, Jefferson County Parks & Recreation Commission shall have the right to perform said work and back charge the Contractor for performing the work or withhold the appropriate portion of payment for that location. The rate for remedial work shall be no less than \$50.00 per man hour to cover the cost of the Jefferson County Parks & Recreation Commission and equipment.
 - xiii. The Contractor shall ensure their mowing is completed Monday through Friday between the hours of 7 a.m. to 3 p.m. The list of park locations with their approximate acreage has been provided and the winning Contractor should use this to set their mowing schedule for the day the work shall be performed at each location, ensuring the work is completed from Monday through Friday between the hours of 7 a.m. and 3 p.m. The schedule shall be provided to the Jefferson County Parks & Recreation Commission prior to the start of the season. The Jefferson County Parks & Recreation Commission should be notified via email of any changes to the weekly schedule due to weather/turf conditions. Jefferson County Parks & Recreation Commission will notify the winning Contractor in the event a schedule change is needed due to conditions that would hinder the mowing services such as maintenance work, improvement projects, etc.
 - xiv. All efforts should be made to protect park users and property by not discharging towards people or vehicles or trim where people or property may be impacted. Any injury to the public should be immediately reported.
- b. The Jefferson County Parks & Recreation Commission reserves the right to accept or reject any or all bids in its discretion without disclosure of reason.
 - c. The Jefferson County Parks & Recreation Commission is exempt from all Federal and State tax. Bidders must quote prices, which do not include such tax.
 - d. Questions on the bid, please contact David Kling at dkling@jcprc.org.

Note: This sheet must be completed and submitted with the bid

Jefferson County Parks & Recreation Commission

Mowing Services Bid

2. Bidder's Acknowledgement

Bidder's Name: [OBJ]

Contact Person: [OBJ]

Mailing Address: [OBJ]

City, State, Zip: [OBJ]

Email Address: [OBJ]

Telephone Number (best way to reach you):

Fax Number: [OBJ]

The undersigned acknowledges the following:

A. Examination of the bidding documents.

B. The number and amount of other contracts and awards pending which I am or will become obligated to perform, now and during the course of my work on this project, will not interfere with or hinder the timely prosecution of my work.

Bidder's Signature: _____ Date: _____

Note: This sheet must be completed and submitted with the bid.

Jefferson County Parks & Recreation Commission

Mowing Services Bid

Bidder's Name: _____

3. References

Organization: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Length of Association: _____

Organization: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Length of Association: _____

Organization: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Length of Association: _____

Jefferson County Parks & Recreation Commission

4. Environmental Practices

- The Jefferson County Parks & Recreation Commission recognizes the irreplaceable value of a healthful environment for our patrons and is committed to protecting the environment while meeting the recreational needs of the community.
- We will operate in compliance with all applicable environmental laws and regulations and strive to exceed the minimal legal obligations for environmentally sound practices.
- We will consistently encourage environmentally responsible procedures for our employees and continually improve our environmental performance.
- We will continuously promote environmental awareness and model “best practices” in environmental responsibility to the public we serve.
- We will plan and budget with protecting the environment as a core value to minimize curtailing of environmentally sound decisions due to budgetary constraints.

Bidder’s Signature: _____ Date: _____