

Request for Proposals

Town of Gate City

Right of Way Mowing
Grounds Maintenance Services



March 10th, 2025

SEALED PROPOSAL MUST BE DELIVERED TO:

Town of Gate City
Attn: Greg Jones, Town Manager
156 East Jackson Street
Gate City, VA 24251

Proposals Due: April 4th, 2025 by 2.00 PM EST

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

Owner: Town of Gate City

Project Name: Right of Way Mowing, Grounds Maintenance Services, Brush Pickup

Project Location: Town of Gate City - Town Limits

Description of Project/Services: Mowing, edging, blowing, and debris removal within specific Virginia Department of Transportation (VDOT) primary and secondary road right-of- ways (ROW), Mowing of Grogan Park and Estil Cemetery, and brush pickup services for the residents of Gate City, VA.

RFP DOCUMENTS MAY BE OBTAINED FROM: <https://www.mygatecity.com/rfps/>

- All public notices, addendum and other documents shall be posted at: <https://www.mygatecity.com/rfps/>
- Insurance: To be considered for selection, persons or firms must be properly Insured at the time of proposal submission.
- All communication shall be in writing with the Town Manager listed below. Preferred method of communication is email.

Contact: Greg Jones, Town Manager

Address: 156 East Jackson Street, Gate City, VA 24251

Phone: (276) 386-3831

Email: townmanager@mygatecity.com

Pre-submittal Conference: None

Submittal Due Date: April 4th, 2025 by 2.00 PM

Submittal Address: Town of Gate City
Attention: Greg Jones, Town Manager
156 East Jackson Street
Gate City, VA 24251

Approved by: Gate City Town Council

Town of Gate City
Right of Way Mowing
Grounds Maintenance Services
Brush Pickup

1. General:

The Town of Gate City, Virginia (hereafter referred to as the TOWN) is seeking the services of a qualified landscaping/grounds CONTRACTOR (hereafter referred to as the CONTRACTOR) lawfully engaged in the practice of these services in Virginia, for the general landscaping/mowing of the Virginia Department of Transportation (VDOT) primary and secondary road right of way (ROW), mowing of Grogan Park and Estil Cemetery, and brush pickup services for the residents of Gate City, VA.

Interested CONTRACTORS should respond to this request on or before the date due for submission.

2. Proposal Submission:

In order to be considered responsive, statements must be submitted to Mr. Greg Jones, Town Manager, Town of Gate City, 156 East Jackson Street, Gate City, VA 24251, telephone (276) 386-3831.

Proposals must be received no later than 2.00 PM on April 4th, 2025 to be eligible for consideration by the TOWN. Each proposal shall be submitted in a sealed envelope, which is clearly marked "Mowing Service."

3. Guidelines for Prospective CONTRACTOR:

It is the policy of the TOWN that contracts be awarded only to responsible CONTRACTORS. In order to qualify as responsible, a prospective CONTRACTOR must meet the following standards as they relate to this request:

- a. Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- b. Have the necessary experience, organization, technical and professional qualifications, skills, and facilities.
- c. Be able to comply with the proposed or required time of completion or performance schedule.
- d. Have a satisfactory record of performance.

4. Timetable:

Proposals Due 2:00 PM on April 4th, 2025

5. Limitations:

This Request for Proposals does not commit the TOWN to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The TOWN reserves the right to accept or reject any or all statements received as a result of this request, or to cancel in part or in its entirety this Request for Proposals, if in the best interest of the TOWN to do so.

Sections 6 through 19 are shown/or the information of the CONTRACTORS submitting proposals and will be part of the terms and conditions governing the contract.

6. Subcontracting Prohibited

The Contractor shall perform all work required under this contract using its own personnel and resources. Subcontracting any portion of the work is strictly prohibited and shall constitute a material breach of contract. No subcontractors shall be used for any services outlined in this Request for Proposals.

Any attempt by the Contractor to subcontract work without the express written consent of the Town shall be grounds for immediate termination of the contract.

7. Insurance and Bonds:

Insurance certificate is required as part of an award selection.

8. Contract Award:

Any contract entered into by the TOWN shall be in response to the proposal and subsequent discussions. The award shall be based on adequate financial resources for performance, or ability to obtain such resources, possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, ability to comply with proposed or required time of completion or performance, possession of a satisfactory record of performance and cost. The contract shall be a firm fixed price

9. Payment Schedule:

Invoices are due in duplicate and payable monthly. Invoices are to be for the actual dollar value of the services provided and must list when the service was performed.

10. Ownership of Reports:

All data, materials, and documentation pursuant to this contract shall belong exclusively to the TOWN.

11. Disagreements and Disputes:

All disagreements and disputes, if any, arising under the terms of the agreement, either at law, in equity, or by arbitrations, shall be resolved pursuant to the laws and procedures of the State of Virginia in which State this agreement shall be deemed to have been executed. No action at law, in equity or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of this agreement, in any jurisdiction whatsoever other than the State of Virginia.

12. Termination of Contract for Cause:

If, through any cause the CONTRACTOR shall fail to furnish in a timely and proper manner its obligation under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the TOWN shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished work by the CONTRACTOR under this contract shall, at the option of the TOWN become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such work.

13. Termination for Convenience of the TOWN:

The TOWN may terminate the contract at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished work and materials as described in Paragraph 11 above shall, at the option of the TOWN become its property. If the contract is terminated by the TOWN as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by this contract, less payments of compensation previously made.

13. Indemnification:

The CONTRACTOR agrees to protect, defend, indemnify, and hold the Town of Gate City harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the TOWN for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the TOWN, or its employees.

14. CONTRACT:

The contract between the Town of Gate City and the CONTRACTOR shall consist of (1) The request for proposal (RFP) and any amendments thereto, and (2) the CONTRACTOR's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and referenced in the request for proposal shall govern.

However, the Town of Gate City reserves the right to clarify any contractual relationship in writing with the concurrence of the CONTRACTOR, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the CONTRACTOR 'S proposal. In all other matters not affected by the written clarification, if any, the request for proposal shall govern. The proposer is cautioned that his proposal shall be subject to acceptance without further clarification.

15. CONTRACTOR'S Experience

The CONTRACTOR must submit a list of previous and current projects which are considered identical or similar to the scope discussed herein and shall include the following:

1. Contract duration, including dates.
2. Services performed and fees for services.
3. Name, address, and telephone number of clients which may be contacted for verification of all data submitted.
4. References or Statements as to whether project was completed on time and within budget.

16. Scope of Services:

The CONTRACTOR and, his employees shall perform all necessary services provided under this contract as required by the Town in connection with and in regards to mowing, edging, blowing, and debris removal within specific Virginia Department of Transportation (VDOT) primary and secondary road right-of- ways (ROW), Mowing of Grogan Park and Estil Cemetery, and shall perform such services in a satisfactory and proper manner under the direction of the Public Works Director or his designated representatives. A separate bid for each service listed below is required.

The CONTRACTOR shall provide separate bids for the following:

1. **Mowing: VDOT Primary Roads:** Mowing, edging, blowing, and debris removal within specific Virginia Department of Transportation (VDOT) primary roads. (See Attached Map). Primary Roads are to be mowed weekly.
2. **Mowing of Grogan Park:** Mow park, Dog Park, and walking trails. This service is to be provided once a week. (see Attached Map)

3. **Mowing of Estil Cemetery:** Mow cemetery with approved weed-eater only. (see Attached Map)
The selected CONTRACTOR must attend cemetery maintenance training that will be provided by the Town. This service is to be provided once every other week.
4. **Mowing of Gateway Park:** Mow park both inside and outside of the fence. This service is to be provided once a week. (see Attached Map)

Mowing on all the four-service area listed above will commence in mid-April, as needed, progressing to weekly or bi-monthly (depending of the service area listed above) mowing May - August and then as needed in September - October.

- When mowing the CONTRACTOR must exercise caution around people and keep a safe distance when mowing.
- CONTRACTOR will be held accountable for CONTRACTOR caused damage to monuments and markers.
- Start and stop dates to be determined by the Town annually.
- Mower discharge should always prevent grass clippings to be blown on garden or mulched areas. At no time shall grass be blown on parked vehicles or left out in the road.
- String trimming shall be performed in a manner that cuts the grass blades at approximately the same height as the mower. The clippings shall be picked up or dispersed so that they are not noticeable.
- Damage to the base of plants or other site items from the line- tri mmi ng unit is not acceptable.
- CONTRACTOR will move flowers and plants for trimming and place them back on the monument that they were removed from.
- Use of approved herbicides can be used in select areas upon request by the CONTRACTOR and with approval by the Town.
- CONTRACTOR must make sure all staff satisfy State and Federal OSHA regulations.
- All contracted work must be completed prior to submission of an invoice. Upon receipt of the invoice, the Town will inspect the work to verify satisfactory completion. If deficiencies are identified, the Town may deduct \$200.00 per failed inspection from the contractor's invoice. This deduction will apply for each additional inspection required until the work is completed.

17. ADA and Equal Employment Opportunity Compliance

The selected Contractor shall comply with all applicable federal, state, and local laws and regulations concerning nondiscrimination in employment and accessibility, including but not limited to:

- Title VI and VII of the Civil Rights Act of 1964, as amended;
- The Americans with Disabilities Act (ADA) of 1990, as amended;
- Section 504 of the Rehabilitation Act of 1973;
- The Age Discrimination Act of 1975;
- Executive Order 11246, as amended;

The Virginia Human Rights Act, and all applicable provisions of the Code of Virginia.

The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or any other legally protected status.

18. Term of Contract

The term of any resultant contract will be for one year with a 1-year extension option, at the end of the option the contract will terminate, unless sooner terminated pursuant to the term of the contract or by law or unless renewed as set forth in such contract. Upon the mutual agreement of the parties, the contract may be renewed for a one (1) year period.

All terms and conditions shall remain in force for the term of the contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of the contract. Prices for any renewal periods will be subject to the mutual agreement of both parties but should be limited to the CPI adjustment not to exceed 1.5% per contract year.

19. Proposals

The following documents/information shall be included with your proposal:

- List of mowing equipment including number of pieces of equipment, makes and models.
- Numbers of employees during the season.
- Business Profile: Description of the Proposer's business including years in business, services provided, staff qualifications, past clients, current clients, professional affiliations, and license.
- Proposal/Signature Form.

20. Force Majeure

Neither party shall be held liable for failure to perform any obligation under this contract if such failure is caused by circumstances beyond the reasonable control of the party, including but not limited to: acts of God; natural disasters; epidemics or pandemics; acts of war or terrorism; labor disputes or strikes; government orders or regulations; or other events which are not the fault of, and could not have been reasonably anticipated or avoided by, the affected party.

The party claiming a force majeure event shall provide prompt written notice to the other party, detailing the nature of the event, the anticipated duration of the delay, and any efforts being undertaken to mitigate the impact. Performance under the contract shall be suspended only for the duration of the force majeure event, and both parties shall make reasonable efforts to resume performance as soon as practicable.

If a force majeure event continues for more than thirty (30) days, either party may terminate the contract without penalty upon written notice to the other party.

21. Submission of the Proposal

- There will be no Pre-Proposal Meeting. CONTRACTOR should meet with the Town Manager and visit the project area prior to bidding.
- All bids must include the 'Proposal Submission and Certification Form' that is contained in this RFP.
- Sealed Proposals will be received at and until 2:00 p.m. on April 4th, 2025, in the Town of Gate City Municipal Offices, 156 East Jackson Street, Gate City, VA 24251 at which time they will be opened and publicly read aloud. Any response received after that time and/or date will not be considered.

Your response and pricing should be submitted in a sealed envelope/package, clearly marked as follows:

Town of Gate City
RFP: Mowing and Grounds Maintenance Services
Attn: Greg Jones, Town Manager
156 East Jackson Street
Gate City, VA 24251

- Sealed proposals must include:
 - Certificate of insurance:
 - Automobile Insurance

Note: The expiration date of the insurance policy should be after the completion of the project or event, as applicable.

Note: Thirty (30) day cancellation notice required

Proposal Submission and Certification Form

Town of Gate City – Mowing, Grounds Maintenance & Brush Pickup Services

Service Description	Mowing Frequency / Service Notes	Total Bid Amount per Frequency.
Mowing – VDOT Primary Roads	Once per week	\$ _____
Mowing – Grogan Park, Dog Park & Walking Trails	Once per week	\$ _____
Mowing – Estil Cemetery (Weed-eater only)	Once every other week	\$ _____
Mowing – Gateway Park (Inside and outside fence)	Once per week	\$ _____

Note: The Town reserves the right to adjust frequency based on seasonal needs. Payment will be based on actual services rendered.



Contractor Signature

Town of Gate City – Mowing, Grounds Maintenance & Brush Pickup Services

I hereby submit the enclosed proposal for the services described in the Request for Proposals (RFP) issued by the Town of Gate City. I certify that I am authorized to represent the organization listed below and that all information provided herein is true and correct. I have read and understand the terms of this Request for Proposals.

Legal Name of Firm: _____

Business Address: _____

Contact Name: _____

Title: _____

Phone Number: _____ **Email:** _____

Federal Tax ID (EIN): _____

Virginia Contractor's License No. (if applicable): _____

Signature of Authorized Representative: _____

Printed Name: _____

Date: _____