

**KING WILLIAM COUNTY
LAWN CARE SERVICES
INVITATION FOR BID
IFB #2023-001**

King William County is accepting competitive sealed bids for Lawn Services for the period of April 1, 2023 through March 31, 2024. Sealed bids will be received at the King William County Building Department until Wednesday, **March 15, 2023 at 3:00 PM.**, at which time they will be publicly opened and read.

All bids must conform to the instructions and specifications on bid. Copies may be requested and questions directed to Cindy Hixenbaugh at 804-769-4965 or chixenbaugh@kingwilliamcounty.us.

The County reserves the right to reject any and all bids or to accept the bid deemed most advantageous to the County.

**KING WILLIAM COUNTY
LAWN SERVICES**

**INVITATION FOR BIDS
#IFB-2023-001**

King William County is now accepting competitive sealed bids for Lawn Services for the period of April 1, 2023 through March 31, 2024. This is a 12-month contract with an option of two renewals both with 12 month increments. Sealed bids will be received at the King William County Building Department until **Wednesday March 15, 2023 at 3:00 PM**, at which time they will be publicly opened and read.

I. SCOPE OF WORK

A. The areas to be maintained and services to be provided are listed:

Courthouse Complex, 351 Courthouse Lane:

1. Grass around the parking lot
2. Grass between sidewalks and the building
3. Grass between the main roads and all parking lots
4. Grass beside the entranceway, road, and all grass areas around the outside perimeter of the building to the wood line
5. Grass on rear drain field, along road to tower, at tower site
6. Large grass field between Route 30 and Old/New Courthouse bordered by Route 30, Horse Landing Road and Courthouse Lane
7. All trimming and edging of cut areas

Administrative Complex, 180 Horse Landing Road:

1. Grass around the parking lots
2. Grass between sidewalks and the building
3. Grass between the main road and all parking areas
4. Grass areas around the outside perimeter of the parking lots, and around the Shop (located behind Admin Building) to the wood line

Historical Complex, 75 Horse Landing Road:

1. Grass in courtyard up to the buildings and walls
2. Grass between all sidewalks and the buildings
3. Grass between the King William Administration Building parking lot and the back of the Courthouse complex
4. Grass from buildings and walls to wood line
5. Grass between the main roads and the Courthouse complex
6. Grass around and extending to wood line on well house across Horse Landing Road from Old Courthouse Complex
7. All trimming and edging of cut areas including walls

Juvenile Complex, 41 Horse Landing Road:

1. Grass areas around building between Post Office and McAllister Building
2. Grass around the parking area to the building
3. All grass from the main road to the building
4. All trimming and edging of cut areas

Maintenance Department Office, 175 Courthouse lane:

1. Grass around the large parking lot on the corner of Horse Landing and Courthouse Lane
2. Grass between sidewalks and the building
3. Grass between all parking areas and the main road
4. Grass areas around the outside perimeter of building up to the wood line
5. All trimming and edging of cut areas

McAllister Building, 172 Courthouse Lane:

1. Grass around the parking lots
2. Grass between sidewalks and the building
3. Grass between all parking areas and the main road
4. Grass areas around the outside perimeter of the parking lots to the wood line
5. Grass on fire tower field between Route 30 and east end of Courthouse Lane
6. All trimming and edging of cut areas

Regional Animal Shelter, Highway 30:

1. Grass around the parking lot
2. Grass between sidewalks and the building
3. Grass between all parking areas and the main road
4. Grass areas around the outside perimeter of building up to the wood line
5. All trimming and edging of cut areas

B. Miscellaneous Instructions to Contractors;

1. Contractor is responsible for picking up all paper, sticks, and other trash before mowing takes place.
2. Contractor is responsible for providing and upkeep of all mowers, trimmers and other equipment that is needed to carry out contracted services.
3. All mowing will be performed on a **weekly** basis from April ^{1st} through end of September and on an as needed basis for the months of October through March.
4. Finance will make payments on a monthly basis of equal installments and Contractor will submit monthly tickets to the Facilities Coordinator (Cindy Hixenbaugh) of work performed
5. With all bids, prospective contractors must submit a listing of equipment to substantiate the ability to carry out the scope of work.
6. Contractor will clean all sidewalks of grass clippings.
7. Contractor to be responsible for trimming of hedges, bushes, and trees on the property in accordance with generally practiced guidelines as well as trimming wood line on each property to maintain appearance and accessibility for mowing.

8. Contractor will complete all cutting, trimming and cleaning of each location before moving on to the next location.
9. Scope of responsibility to include leaf collection and removal twice a year including along fence lines (where applicable). **CONSIDERED SPECIAL PROJECT**
10. Sidewalk edging
11. Weed-eat around objects extending above grass level on all properties to include but not limited to pipes, well caps, poles, concrete pads, etc.

II. INSTRUCTIONS TO BIDDERS

A. Sealed Bids must be delivered and addressed to the King William County Building Department, Attention: Cindy Hixenbaugh, 180 Horse Landing Road #4, King William, VA 23086 on or before the closing date and time of Wednesday, March 15, 2023 at 3:00 PM. Bids are to be submitted in sealed envelopes marked “**Sealed Bid –LAWN SERVICES IFB 2023-001**”. Bids not received by this date and time will be deemed undelivered and not accepted. Any Bidder who wishes his bid to be considered is responsible for making certain that his bid is received at the stated location by the proper time. No oral or telephonic bids or modifications will be considered. The receiving time in the Building Department will be the governing time for acceptability of bids. Bids must bear original signatures and figures. Bids must be submitted on preprinted Bid Forms supplied by the County and duly executed in accordance with the instructions on the Bid Form. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

B. Bids are opened publicly immediately after the stated deadline. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening.

C. Bidders’ authorized representatives may withdraw bids only by written request received before the Bid Submittal Deadline. Unless otherwise stated in the published Invitation for Bids, Bidders may not withdraw their bids for a period of sixty calendar (60) days after the Bid Submittal Deadline.

D. By submitting a bid the bidder agrees and warrants that it has examined all the contract documents and if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. The bidder acknowledges that it has had an opportunity to inspect the property(ies) subject to the Scope of Work and any site-specific impacts on price are reflected in the bid. Omissions from the specifications shall not relieve the bidder from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have fully inspected the property(ies) subject to the Scope of Work, or read all the conditions, instructions and specifications of the contract will not be cause to alter the original contract or proposal or for the bidder to request additional compensation.

E. Bidders shall notify Cindy Hixenbaugh promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing either by mail to King William County Building Department c/o Cindy Hixenbaugh, 180 Horse Landing Road #4, King William, VA 23086 or faxed to chixenbaugh@kingwilliamcounty.us. All such notifications or questions shall arrive at least seven (7) working days before the Submittal Deadline. Any questions received after the deadline will not be addressed. Bidder's company name, address, phone and fax number, and contact person must be included with the questions or comments. Oral questions may be presented at any pre-bid conference held for this solicitation. All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum *only*. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person. Interpretations, corrections, and changes shall not be binding on the County unless made by Addendum. All Addenda issued shall become part of the contract documents. Addenda will be provided to bidders by posting on the County's website and on the eVa Website. It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum. For this solicitation comments or questions will be accepted in writing through the end of the business day Friday March 3, 2023. Written responses in the form of an addendum will be posted on the County's website, on or before Tuesday March 7, 2023.

F. Potential bidders needing special assistance under the Americans with Disabilities Act shall contact Cindy Hixenbaugh at 804-769-4965 or chixenbaugh@kingwilliamcounty.us. Every reasonable effort will be made to allow every qualified bidder to participate in the competitive process.

G. King William County reserves the right to accept or reject any or all bids or portions of any bid and to reissue said bid. The County reserves the right to waive irregularities provided they do not affect the price, quality, quantity or delivery schedule of what is offered.

H. King William County may make such reasonable investigations as deemed proper and necessary to determine the ability of a bidder to perform. The bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. Further, the County reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

I. By submitting a bid, bidders certify the following:

1. The bid or proposal (a) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (b) is in all respects fair and without collusion or fraud, and (c) is or is intended to be competitive and free from any collusion with any person, firm or corporation
2. that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid and that they have not conferred on any public

employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

3. the bid or proposal has been submitted, to the best of Contractor's knowledge, in full accordance with the requirements of Virginia Law governing ethics in public contracting, including without limitation the Virginia State and Local Government Conflicts of Interests Act, § 2.2-3100 et seq., of the Code of Virginia, and the Virginia Public Procurement Act § 2.2-4300 et seq., of the Code of Virginia.

J. Unless otherwise provided in this solicitation, 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 of the article desired. Any article, which the County, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, may be accepted.

K. Bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement describing why the bidder or offeror is not required to be so authorized. A form for this purpose is included in this solicitation as Attachment B.

L. All bidders submitting a bid to the county are subject to the decision of the County as to the quality of what is offered, responsiveness of the bid or proposal and the responsibility of the bidder. The purchasing agent, administrator, or public body as the case may be, in their sole discretion, will evaluate bids and in all cases the decision made shall be final. Every bidder submitting a bid or proposal agrees to abide by the decisions of such officials and all the terms of the County purchasing policy as a condition precedent to the submission of the bid.

M. The following factors shall be considered in addition to price when determining the lowest responsible bidder and the responsiveness of the bid:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgement, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
6. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service;
7. The quality, availability and adaptability of the goods or services to the particular use required;

8. The ability of the bidder to perform future maintenance and service for use of the subject of the contract;
9. The number and scope of conditions attached to the bid; and
10. Any other condition or criteria included in the request for bids or the instructions to bidders.

N. The firm, corporation or individual name of the bidder must be signed in ink to any proposals or bids submitted. In the case of a corporation, the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner".

O. If the lowest acceptable bid exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.

P. The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than sixty (60) days after the date of opening bids, unless the period for acceptance is otherwise extended at the request of the County and agreed to in writing by one or more bidders who wish to remain in consideration. Upon award of the contract to a bidder, such bidder shall enter into the contract by executing the contract and by furnishing any bonds for payment and performance specified herein and Certificate(s) of Insurance required to be procured by the contractor within ten (10) calendar days after the date of the award or within such further time as the County may allow. Failure by the successful bidder to enter into a written contract and furnish required bonds and certificates within the allotted time shall cause the successful bidder to forfeit the full amount of any required bid guarantee to the County. A notice to proceed will be issued by the County within five (5) days of execution of the contract and furnishing of required documentation by the successful bidder.

Q. A Certificate(s) of Insurance shall be required within ten (10) days of the date of the award or before start of work, whichever comes first, demonstrating insurance coverage as specified in the contract documents. The certificate(s) must contain a provision stating that the coverages will not be canceled unless a minimum of fifteen (15) days prior written notice has been given to the County and be accompanied by necessary endorsements of the referenced policies.

R. The successful bidder will be responsible for obtaining all licenses and permits necessary to perform the work specified in the Scope of Work unless otherwise specifically stated in these instructions.

III. SPECIFIC TERMS & CONDITIONS

A. The proposed contract is enclosed and contains the terms and conditions that will be binding on the successful bidder. The final format must be approved as to form by the County Attorney.

B. Insurance requirements are listed in Attachment C. The successful bidder/contractor certifies that the contractor and any subcontractors will maintain the insurance coverage required during the

entire term of the contract and that all insurance will be provided by insurance companies authorized to sell insurance by the Virginia State Corporation Commission.

- C. Finance will make payments on a monthly basis of equal installments and Contractor will submit monthly tickets to the Facilities Coordinator (Cindy Hixenbaugh) of work performed

IV. GENERAL TERMS & CONDITIONS

A. In accord with Section 2.2-4343.1 of the Code of Virginia, King William County, Virginia (the “County”) does not discriminate against faith-based organizations in procuring goods or services and both the County and any contracted faith-based organization will comply with the provisions of that section.

“Faith-based Organization” means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, you are hereby notified as follows:

_____ **Neither the County’s selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County of King William, c/o King William County Administrator.**

B. During the performance of any contract issued pursuant to this bid, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis

prohibited by state law related to employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. With the following exceptions, procurement documents are subject to the Virginia Freedom of Information Act:

1. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection.
2. Bid and proposal records shall be open to public inspection only after award of the contract. Any bidder or offeror may be allowed to inspect the bid or proposal records after bid opening or after the evaluation and negotiation of proposals are completed, and prior to award unless the County decides not to accept any bids or not to accept any of the proposals and to reopen the contract.
3. Trade secrets or proprietary information submitted to the County are not subject to disclosure if requested by the person submitting such information prior to or upon submission of the data or other materials. Any such request must identify what is to be protected and state the reasons therefor.
4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions imposed by the Purchasing Agent to insure security and integrity of the records.

D. By submitting a bid, bidders certify that they do not and will not, during the performance of an awarded contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

E. During the performance of and awarded contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale,

distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor pursuant to this bid, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

In addition to the provisions contained in sub-paragraph C. pertaining to drug-free workplace, Contractor shall comply with the federal Drug Free Workplace Act.

F. Any business entity including those described in Subparagraph K of the Instructions to Bidders that enters into a contract shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

G. King William County (Federal I.D. #54-6001376) is exempt from Federal, State and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.

H. The contractor agrees to indemnify, defend, and hold harmless King William County, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind or nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Contractor's negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County's sole negligence. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity as stated in this paragraph.

I. Any failure of the County to demand rigid adherence to one or more of this provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

J. Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the County; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000 whichever is greater without the approval of the County. The amount of any contract may not be increased for any purpose without adequate consideration provided to the County.

K. The contract may not be assigned, sublet, or transferred without the written consent of the County.

L. Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

1. within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the work under the Contract performed by such subcontractor, or (ii) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;

2. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and

3. pay interest at the rate of one percent per month, or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph L.1. above.

4. include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.

M. To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

N. The parties hereby agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of King William County, Virginia.

O. If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

P. The Contract is subject to annual appropriation by the Board of Supervisors of the County. Neither the Contract nor any amount due or to become due under the Contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the County. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the County, shall be obligated to pay any amount due or to become due under this Contract except from funds annually appropriated by the Board of Supervisors of the County for such purpose.

BID FORM
ATTACHMENT A

County of King William
Building Department
180 Horse Landing Road #4
King William, Virginia 23086

The undersigned hereby proposes to supply all necessary materials, equipment, and labor required to provide lawn services to the designated areas within IFB #2023-001 and complete corresponding work associated with this project as specified in IFB #2023-001 and to abide by all of the terms, conditions and specifications included in IFB #2023-001 for the lump sum price of:

Total Annual Bid Price \$_____

Special Projects Hourly Rate \$_____

Attachments: Include a tentative schedule of lawn services for the period designated within the IFB. With all bids, prospective contractors must submit a list of equipment to substantiate the ability to carry out the scope of work.

Name and Address of Firm: _____

BY: _____
Signature in ink

Print Name: _____

TITLE: _____ Contact telephone No: _____

Email: _____

Federal Tax ID#: _____

**VIRGINIA STATE CORPORATION COMMISSION
IDENTIFICATION NUMBER REQUIRED**

ATTACHMENT B

A bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid the identification number issued to it by the Virginia State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized.

Any bidder described in the immediately preceding paragraph that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent.

Identification # Issued by the State Corporation Commission: _____

If you are not required to be so authorized, please state reason:

INSURANCE SPECIFICATION

ATTACHMENT C

The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of King William. The policies shall be endorsed to be primary with respect to the additional insured.

The successful bidder shall carry Commercial General Liability Insurance in the amount specified below, including contractual liability assumed by the successful bidder, and shall deliver a Certificate of Insurance together with necessary policy endorsements from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of King William named as an additional insured for the Commercial General Liability and Umbrella/Excess Liability coverage if such coverage is used to meet the specified amount of insurance. The contract includes the following indemnification agreement: "The contractor agrees to indemnify, defend, and hold harmless King William County, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind or nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County's sole negligence."

The County makes no representation or warranty as to how the successful bidder's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the above indemnification provisions do not limit the successful bidder's responsibilities outlined in the contract.

Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

LIMITS:

Worker's Compensation	State of Virginia Requirements (Note 3)
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile Liability	\$1,000,000 per occurrence
Professional Liability (E/O)	\$1,000,000 per occurrence (If stated as being required in the Specific Terms & Conditions)

**KING WILLIAM COUNTY LAWN SERVICES
SAMPLE CONTRACT**

ATTACHMENT D

IFB No. 2023-001

This Contract entered into this ____ day of _____ 20____, by _____, hereinafter called the "Contractor" and the County of King William, hereinafter called the "County".

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF WORK: The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, equipment and other services to complete the work in strict conformance with the Contract Documents hereinafter enumerated.

COMPENSATION AND METHOD OF PAYMENT: The contract amount is _____ based upon the bid of Contractor accepted by County. The Contractor shall be paid by the County as stated in the Specific Terms and Conditions.

TIME: All work shall be performed as designated within the IFB 2023-001 and within the time period agreed upon by the Contractor and County.

WARRANTY: The Contractor shall remedy, at the Contractor's expense, any failure to conform to the contract requirements, or damage to any County owned property by the Contractor or one of his/her staff. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to County owned or controlled real or personal property when the damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

Contractor shall not be liable for the repair of any defect of material or design furnished by the County nor for the repair of any damage that results from any defect in County furnished material or design, nor from pre-existing structural defects.

MODIFICATION OF CONTRACT: The County may, upon mutual agreement with the Contractor, issue written modifications/change orders to the terms of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$25,000 or 25%, whichever is greater, without the advance approval of the

Board of Supervisors. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the County.

- a. The written modification shall stipulate the mutually-agreed price for the specific addition to/deletion from the scope of work/specifications which shall be added to or deducted from the contract amount;
- b. The written modification shall stipulate the number of unit quantities added to/deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount;
- c. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as the County may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by the County and the Contractor.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract and the following component parts, all of which are hereby made a part hereof as if set out in full:

- 1. Advertisement for Bids
- 2. Invitation for Bids No. 2023-001 including all attachments thereto.
- 3. Bid Proposal
- 4. Certificate of Insurance
- 5. Notice to Proceed
- 6. Change Orders/Modifications (if any)

ADDENDA:

No. _____, dated _____
 No. _____, dated _____
 No. _____, dated _____

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF KING WILLIAM:

BY _____

BY _____

NAME _____

NAME _____

TITLE _____

TITLE _____

DATE _____

DATE _____