



**City of Buena Vista  
Request for Proposals  
Lawn Care and Property/Maintenance Abatement Services 2024**

Issued April 24 2024

The City of Buena Vista  
Attention: Alan McMahan  
2039 Sycamore Avenue  
Buena Vista VA 24416

Proposal Responses Due:  
5:00 PM on May 10, 2024

## **REQUEST FOR PROPOSALS**

### **City of Buena Vista**

#### **Lawn Care and Property Maintenance Abatement Services 2024**

#### **PURPOSE**

The City of Buena Vista, Virginia, hereafter referred to as “the City”, hereby requests proposals for Lawn Care and Property Maintenance/Abatement Services for 2024. Attached are requirements to be met by the proposals, criteria to be used (although not all inclusive) for evaluation of the proposals, and general information relating to the City to be taken into consideration when preparing the proposals.

#### **BACKGROUND**

The City of Buena Vista, located in the Shenandoah Valley of Virginia, is home to just over 6,600 residents. The Department of Community Development and the Police Department are jointly responsible for enforcing the City’s nuisance and property maintenance regulations. In many cases of enforcement, the City engages a contractor to abate the issue and bills the property owner for the cost of abatement.

#### **SCOPE OF SERVICES**

The successful Contractor shall furnish all permits and provide all materials, equipment and labor necessary to perform the services noted in this Scope of Services.

1. **MOWING** - Mowing will be performed on an as-requested basis by the City Manager, Director of Community Development, or the Building Official. The grass, weeds, and any other foreign growth shall be cut to a uniformed height, no greater than 2” from the ground, without skips or gaps.
2. **TRIMMING AND EDGING** - All curbs, sidewalks, ditches, buildings, poles, and transformers will be edged or trimmed when cutting the respective property’s grass. This includes concrete curbing/gutter along the roads. Precautions shall be taken to maintain blades on edging equipment in a sharp condition to provide a clean, even cut and to prevent uneven edging. Trimming with string trimmers will be done in ditches, around trees, foundations, walls, and other structures to insure a neat appearance. The contractor shall replace all items that have been damaged during mowing and trimming operations.
3. **GRASS CLIPPINGS & DEBRIS** - The contractor will remove all grass, weed clippings and foreign growth that blows onto sidewalks, parking lots and roads. In the event of adverse weather causing trees or limbs to fall in the specified areas, the Contractor will coordinate with the City representative on the extent of their responsibilities.
4. **ADDITIONAL ABATEMENT SERVICES** - The contractor will perform activities, as directed by City staff, to abate nuisance or property maintenance violations including, but not limited to, the removal and disposal of any trash, debris or rubbish; the trimming of shrubs and trees not associated with mowing activities; and to assist the City in securing any structures located on the property subject to the Contractor remaining in compliance with the requirements of Article IV.

5. RECORD KEEPING - The Contractor shall keep and maintain records which will enable the City as well as the Contractor, to ascertain and determine clearly and accurately the sites that have been mowed. The method of record keeping shall be provided by the Contractor and approved by the City prior to beginning the contract. Records shall conform to all applicable federal, state and local regulations.
6. TERMS AND RENEWAL - Contract will be effective upon issuance of a City purchase order, and will be for an initial term of twelve (12) months. The Contractor is bound to the quoted prices for the full twelve (12) month term. Upon each anniversary date of any resulting agreement, the City and the Contractor, upon mutual agreement, shall have the option to renew this contract for an additional twelve (12) month term. This contract may be renewed up to two (2) times resulting in a total of three (3) years. Contract continuance and contract extensions will be contingent upon the appropriation of funds by the Buena Vista City Council.
7. ADDITIONAL INFORMATION - The City reserves the right to request additional Information from all respondents. Any contract awarded will be made to the lawn service professional who, based on evaluation of all responses, applying all criteria and oral interviews if necessary, is determined to be the best qualified to perform this service.

## **SUBMITTAL INSTRUCTIONS**

### **Requirements for proposals**

1. Only lawn care and abatement proposals received in accordance with the Request for Proposal requirements will be given consideration.
2. The proposal shall cover the period of two (2) years beginning May 15, 2024, with the possibility of an extension of up to three (3) years, however, either party may terminate the contract with at least thirty (30) days written notice of the termination.
3. Any change to quoted fees must be mutually agreed to by both parties prior to any service being rendered.
4. The proposal shall be signed and dated by a duly authorized official of the submitting vendor prior to acceptance by the City.
5. The City will not accept any liability or cost that may arise out of either the preparation of a proposal or the acceptance or rejection of a proposal.
6. Pursuant to Virginia Code § 2.2-4311.2, each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized.

### **Contents of Proposal**

1. Profile of Company

- a. Brief background of the company
  - i. State whether submitting vendor is a local or national company and a brief description of the size of the company.
  - ii. State the length of time the company has been in existence.
  - iii. Information about the staff.
  - iv. Names of the individual(s) who would have primary responsibility for the services.
  - v. Any other pertinent information.
2. Qualifications
3. Past projects will be reviewed to determine if the respondent has successfully completed projects similar in nature and scope. Provide narrative examples of three (3) projects that  
  
are similar in nature to projects described in the RFP including contact information for references.
4. Scope of Services
  - a. Briefly explain your understanding of the scope of services to be provided including which services of the following services are being bid.
  - b. Mowing, trimming and abatement will occur on an “as needed” basis when directly by the City Manager, Director of Community Development, or Building Official.
5. The contractor’s fee structure. As the contractor’s fee will be billed to each property owner under city ordinance, it is important that the cost associated with each job be individually calculated and adequately documented by the contractor to support passing this fee on to the property owner, including in court if necessary. The fee will be based on an hourly rate for each property, with a minimum fee per property (i.e. \$x per hour, with a minimum fee of \$y per property mowed) but other proposals will be considered so long as they provide the appropriate documentation to support billing each property.
6. A list of available equipment must be provided.
7. Assurances (Attachment A)
  - a. Written statement that all proposal requirements have been reviewed and that they can or will be met.
  - b. Statement to be signed by the individual who will have primary responsibility for the lawn care and abatement services – see Attachment A.

#### **IV. Additional Requirements**

1. Contractor must possess applicable certificates of insurance coverage for the following:

- a. Workers Compensation – The vendor shall procure and maintain Workers Compensation Insurance to fully protect its employees in all appropriate states and provide the City with a certificate of insurance evidencing the same.
  - b. General Liability Insurance – The vendor shall procure and maintain General Liability Insurance with policy limits not less than One Million Dollars (\$1,000,000.00).
  - c. Auto Liability Insurance – The vendor shall procure and maintain Auto Liability Insurance with policy limits not less than One Million Dollars (\$1,000,000.00).
2. Non-Discrimination. The selected vendor shall abide by non-discriminatory practices in hiring, recruitment, placement, selection for training, promotion and compensation. The contract and its subcontractors must insure that applicants for employment and employees are not discriminated against on the basis of race, color, religion, ancestry, national origin, age, sex, familial status, sexual orientation, gender identity, disability or any other protected potential class under state and/or federal law.
  3. Indemnification. The vendor agrees to and will, indemnify and hold the City, its employees, agents and representatives harmless from any liability in any amount for claims, suits, actions, damages and costs and fees of every name and description including attorney’s fees resulting from the negligent performance or non-performance of any service hereunder, any violation of law, or any negligence or willful misconduct. Vendor agrees that any damage to property (including but not limited to buildings, materials, equipment, or property) or injury of person (including death) during the performance of service will be repaired and covered at the vendor’s expense.

## **PROPOSAL REQUIREMENTS**

Two (2) paper copies of the proposal, in an envelope clearly marked “Lawn Care and Abatement Services Proposal”, must be received before 5:00 p.m. on Friday, May 10, 2024, by the City’s Department of Community Development at 2039 Sycamore Avenue, Buena Vista, Virginia 24416. All proposals should be clearly marked and mailed sufficiently in advance to be received by the deadline.

Please address submissions, and any questions, to:

*Alan McMahan  
Property Maintenance Official  
2039 Sycamore Avenue  
Buena Vista, Virginia 24416*

Please note that received proposals will become property of the City and shall be considered public records subject to disclosure under state and federal law.

## **REVIEW OF PROPOSALS**

The City reserves the right to request any additional information which might be deemed necessary after reviewing the information submitted. The City also reserves the right to reject any or all proposals or to accept proposals, either in whole or part, or to waive any irregularities or technicalities in any proposal, should it deem it to be in the best interest of the City to do so.

Any proposal submitted will be binding for sixty (60) days beyond the bid opening and may not be modified, withdrawn, or canceled during that time period.

The proposals will be reviewed by the City's Director of Community Development and Building Official. For further information on the bid process or the specific service requirements, please contact Alan McMahan, Property Maintenance Official, [inspector@bvcity.org](mailto:inspector@bvcity.org) or (540) 261-8635.

### **Evaluation Criteria**

The proposals will be evaluated by the City administrative staff according to, but not limited to, the following criteria. The City administrative staff may determine additional criteria and will present the recommendations to the successful company or companies.

1. Qualifications
  - a. Successful relevant lawn care experience.
  - b. Successful relevant job performances with the City or other similarly sized jurisdiction.
2. Cost of services
3. Adherence to proposal requests

This public body does not discriminate against faith-based organizations, in accordance with the Code of Virginia, §2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

### **TASK ORDERS AND PAYMENT**

The Property Maintenance Official will issue task orders for particular properties to selected contractor(s).

It is the Contractor's responsibility to submit invoices for completed work directly to the City's Building Department, 2039 Sycamore Avenue, Buena Vista, Virginia, 22416. Invoices for work must be submitted within thirty (30) calendar days of work completion. Invoices submitted more than thirty (30) calendar days will not be accepted or paid.

Once received, the City's Building Official will inspect the work to ensure its completion and then submit the invoice to the City's Finance Office for payment. Contractors must complete the attached Vendor Application Form (Exhibit B) when submitting bids.

**CITY OF BUENA VISTA  
REQUEST FOR PROPOSALS  
LAWN CARE AND PROPERTY MAINTENANCE/ABATEMENT SERVICES 2024**

**ATTACHMENT A  
ACKNOWLEDGMENT AND CERTIFICATION**

\_\_\_\_\_ (“Company”) is providing services to the City of Buena Vista (“The City”) as a vendor, supplier, contractor, or professional services provider or is operating or managing the operations of a vendor, supplier, contractor or professional service provider.

If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_