



COUNTY OF ROANOKE

FINANCE DEPARTMENT

PURCHASING DIVISION

Kate Hoyt
Buyer

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July 14, 2017

INVITATION TO BID

#2018-001

Landscape Maintenance and Mowing
for
Roanoke County

Sealed Bids Due:

July 27, 2017
2:00 PM
(Local Prevailing Time)
One (1) Original
Two (2) Complete Copies
One (1) Electronic Copy

INVITATION TO BID #2018-001

GENERAL INFORMATION

The County of Roanoke, Virginia, is requesting sealed bids for general mowing at selected County sites. The contract will be for general mowing, string trimming, and machine edging.

A mandatory Pre-Bid Conference will be conducted for all interested bidders on Thursday, July 20, 2017, at 10:00 AM (EST). This meeting will be held at the offices of Roanoke County Parks Recreation and Tourism, at 1206 Kessler Mill Road, Salem, VA 24153. This meeting is **MANDATORY**, and will be the bidders' opportunity to discuss the sites and acceptable methods. Only bids received from vendors present at this meeting will be considered for award. Offerors may not communicate with County personnel prior to or subsequent to this scheduled conference, except through the Roanoke County Purchasing Division.

SUBMISSION OF THE BID

One (1) Original, three (3) complete copies and, one (1) Electronic Copy, of the sealed bid will be accepted at and until **2:00 PM (local prevailing time) on July 27, 2017**, at the Department of Finance, Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. As this is a sealed formal Invitation to Bid, faxed bids will NOT be accepted. Bids not received by the date and time listed above will be returned to the Offeror unopened. The bid package must be clearly marked with **"IFB #2018-001 LANDSCAPE MAINTENANCE & MOWING."**

It is not the intent of the specifications to be proprietary, nor to exclude any manufacturer or dealer. Deviations will be given consideration if they are considered to be suitable and acceptable for comparison. Any deviations must be submitted, in writing, with your bid. Deviations discovered after bid award or material receipt, not stated in your bid, shall be grounds for disqualification and nullification of order. It is the responsibility of the Offeror to prove that the deviation is equal to the product/service specified. The County of Roanoke will make the final determination as to whether the product is equivalent.

EVALUATION OF THE BID

The County of Roanoke shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and irregularities and to accept or reject any or all bids. Roanoke County reserves the right to procure from State Contracts when it is in our opinion that the State Contract is in the best interest of Roanoke County. Roanoke County retains the right to split items to multiple suppliers.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact us. We require that you provide at least 48 hours' notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation or assistance, which may be required for your participation.

FOR QUESTIONS REGARDING THE BID, PLEASE CONTACT:

Kate Hoyt, Buyer

5204 Bernard Dr., SW, Suite 300F

Roanoke, VA 24018

Telephone: 540-283-8149

Email: khoyt@roanokecountyva.gov

SCOPE OF WORK

This contract provides for mowing of specified exterior landscaped areas. The type of care defined in the following is designed to achieve a landscape that is functional, attractive, and economical. This package contains all of the information necessary to submit a bid for landscape maintenance services for the general period from April to October (annually) at selected Roanoke County public properties. The County reserves the right to add and delete locations as it becomes necessary. An annual contract will be issued and may be renewed each year if both parties are in agreement. A price is requested based upon the following guidelines.

Contractor must submit with their bid a listing of:

- Mowing Equipment: List the year, make, and model for each piece of equipment to be used on this contract.
- Number of full-time staff employed on a year-round basis.
- Number of part-time staff employed during the mowing season.
- List of current mowing contracts.

Business Profile is a description of the bidder's business including years in business, services provided, staff qualifications, past clients, current clients, professional affiliations and licenses, and all equipment available for this contract. This is to be completed by the contractor and included in the final submittal package.

Appearance and Performance Specifications are detailed descriptions of how each maintenance operation is to be performed. These guidelines should be followed closely. The specifications will be used by the owner to monitor the performance of the contractor throughout the season.

Bid Price Form records prices for each mowing operation for each specified site. This data will allow the owner to accurately compare base maintenance costs between each contractor. It is to be completed by contractor and returned to Roanoke County Finance Department, Purchasing Division, as part of the final submittal package. Bids that do not follow this format will not be accepted.

Additional mowing sites above and beyond the primary sites may be required periodically.

The contractor should also list any additional operations that they feel would be beneficial, but are not part of the basic mowing program outlined in the Bid Proposal and Appearance and Performance specs. A price should be supplied for each additional service that is listed.

Special Instructions

1. It is the contractor's responsibility to monitor all specified site conditions and inform the Parks Contract Officer of any problems encountered during the course of the season. These include but are not limited to: insect or disease damage, plant decline or other physiological problems. Any control measures will be applied upon approval of the owner at an agreed price for time and materials.
2. The contractor shall perform landscape maintenance/mowing and furnish all necessary labor, supplies, equipment and insurance. All work shall be performed to the highest standards using trained uniformed laborers.
3. Contractor agrees to perform and correct any unsatisfactory operation within 48 hours, 2

calendar days, of notification by owner. Owner reserves the right to hire outside contract to correct unsatisfactory performance. Should this be necessary contractor will be billed for any amount over stated contract price. Continued default on contractor performance may result in termination of contract.

4. If, due to inclement weather changes or drought, any one or more of the Bid Proposal operation tasks are not considered to be horticulturally appropriate by the Owner, the Owner may notify the contractor prior to commencement of said contract work. Owner shall not be invoiced or contractor paid for contract work canceled under this provision. The Parks contract Officer will be the point of contact for the contractor.
5. Owner may withhold contractor-invoiced payments until all required contractor invoice or payment reports are satisfactorily completed and submitted to the owner.
6. Contractor agrees to meet with the owner within 48 hours of notice from the owner.
7. Contractor may not subcontract any work, without prior approval of the Parks Contract Officer.
8. Contractor shall be responsible for the timely repair and/or replacement due to directly related damages as determined by Parks Contract Officer incurred as a result of contractor performing contract responsibilities. Damages shall include, but not be limited to, turf, service roads, trees, plants and fencing.
9. To receive payment for any invoice, up to date certificates of insurance and pesticide licenses and business licenses must be on file with the Roanoke County Commissioner of Revenue.

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible bidders, and reserves the right to waive informalities and/or irregularities and to accept or reject any or all proposals. The County reserves the right to split awards if it is in the best interest of the County.

INSTRUCTIONS TO BIDDERS:

Pre-Bid Meeting

1. Interested bidders are required to attend a pre-bid conference, to be held at the Roanoke County Parks, Recreation, and Tourism Office at the Roanoke County Public Service Center, 1206 Kessler Mill Road, Salem, VA 24153. This meeting will be held on July 20, 2017, at 10:00 a.m.
2. A representative of the County will review the bid package with the interested bidders and answer any questions.
3. Copies of drawn site maps are included with the bid and will be available at the pre-bid conference.

Examination

1. Examine all bidding documents. Bids shall include all costs required to execute the work under existing conditions.

2. Further inquiries regarding the specifications should be directed to Kate Hoyt, Roanoke County Purchasing Division at (540) 283-8149 or khoyt@roanokecountyva.gov
3. Any modifications to the bidding documents will be issued to all bidders as addenda to the specifications, and will become part of the resulting contract.

Submittal of the Bid Documents

1. The following documents shall be included when submitting your mowing bids. Only bid packages that have been filled out correctly and include the following documents will be considered.
 - a. Business Profile
 - b. Listing of equipment, employees, and contracts as specified on page 3.
 - c. Data on Convictions for Certain Crimes and Child Abuse and Neglect Certification
 - d. Bid Price Form
 - e. Signature Page
2. The Bid Package should be submitted to the Roanoke County Purchasing Division:
5204 Bernard Drive SE, Suite 300-F
Roanoke VA 24018.
3. Submit the bid on the forms supplied in this package. Fill in all spaces and submit the original and two copies. Sign bids with name typed or printed below the signature.
4. Submit bids in a sealed envelope marked on the outside with "**IFB #2018-001 LANDSCAPE MAINTENANCE/MOWING**".
5. Bids must be received by 2:00 p.m. (local prevailing time) on July 27, 2017. Any responses received after the above time and/or date shall be returned to bidder unopened.

Award of Contract

1. Contracts will be awarded on the basis of price, ability to schedule effectively, references and qualifications, as well as quality and age of equipment. No contracts will be awarded to firms using subcontracts to provide maintenance services.
2. The County reserves the right to accept any bid or to reject any or all bids. Further, the County reserves the right to add or delete any of the specified services and areas on a given contract without incurring price changes to the individual line prices and without changes to any unit price.
3. The County reserves the right to split the bid. The initial contract period shall be for one year, with four one-year renewals available annually if both parties are in agreement.
4. Contractor is to provide a direct communication link to owner. Staffed office phones, cell phones or pagers are preferred. Answering machines are not acceptable.
5. The County reserves the right to add and/or delete locations as it becomes necessary.

Insurance and Licenses

1. Successful bidders must submit a Certificate of Insurance prior to any site work.
2. Successful bidders must submit copies of State required pesticide applicators' and/or operators' license to any site work. Contractor is required to furnish copies of any State or local license's required.

SITES:

Listed below are the primary mowing sites for this bid.

Site	Address
Brookside Park	20 Verndale Drive, Roanoke, VA 24019
Camp Roanoke	6498 Dry Hollow Rd., Salem, VA 24153
Catawba Recreation Center	4965 Catawba Creek Rd., Catawba, VA 24070
CRT Industrial Park (Front Entrance & Main Park)	5400 Corporate Circle, Salem, VA 24153
Glenvar County Library	3917 Daugherty Rd., Salem, VA 24153
Goode Park	5904 Goode Park Rd., Vinton, VA
Green Hill Park Equestrian Center	2961 Harwood Rd., Salem, VA 24153
Hollins Library	6624 Peters Creek Road, Roanoke, VA 24019
Hollins Trailhead Parking Lot	8375 Plantation Rd., Roanoke, VA 24018
Roanoke Wayside Park	5880 West Main St., Salem, VA 24153
Sadler Park	8166 Emerald Lane, Hollins, VA 24019
South County Library	6303 Merriman Rd., VA 24018
Stonebridge Park	420 Swan Dr., Vinton, VA 24179
Valley Tech Industrial Park	6450 Technology Dr., Salem, VA 24153
Vinton Library	300 S Pollard St., Vinton, VA 24179
Vinyard Cemetery	Edgewood St., SW/Memorial Ave. SW, Roanoke, VA 24015
Vinyard Cemetery	Timberidge Rd., Vinton, VA 24179
Whispering Pines Park	3551 Absalom Smith Rd., Salem, VA 24153

SPECIFICATIONS

1. **MOWING OPERATIONS** – All mowing operations conducted on the Mowing Sites shall conform to the following performance and appearance specifications. The window of mowing will generally be between April and October annually and an estimated twenty six cuttings. The mowing cycle is every seven days, with the owner notifying the contractor what weeks to skip mowing during drought conditions. Unauthorized additional mowing will be at the expense of the contractor.

1.01 General Mowing:

There should be approximately 23-28 mowings per season. There will be a 7-day mowing cycle. During extremely wet or dry seasons there may be as few as 25 or less. The Roanoke County Parks, Recreation and Tourism Contract Manager will manage the frequency of the mowings. The Contract Manager will communicate the contractor by the end of business (5:00 PM) on each Thursday to identify any sites that not to be mowed the following week.

Appearance:

All turf shall be mowed at a height of 3 inches, unless otherwise specified by design

intent or site manager.

The pattern or direction of each mowing shall be altered 90 degrees from the direction of the previous mowing. Mowing pattern shall create straight lines.

Contractor is expected to remove debris before mowing for safety and appearance.

When mowing medians the contractor is expected to exercise caution and use orange vests and safety cones. This is the responsibility of the contractor.

The Roanoke County Parks, Recreation, and Tourism staff will be responsible for the mulch beds. Contractor will advise their workers to keep mowing machines out of the mulch beds.

References, current workloads, equipment, and size of operation will be taken into consideration in evaluating the bids. The contractor must be able to handle the workload.

When mowing Parks the contractor must exercise caution around children and keep a safe distance when mowing.

Performance:

Start and stop dates to be determined by owner annually.

Do not mow, walk or use any piece of equipment on turf areas when frost is present in order to avoid turf damage.

Do not mow turf areas that are saturated with water or where standing water is present. A simple test to determine this is to walk over the areas to be mowed. If water "puddles" when the grass is walked on, delay mowing until excess moisture has drained. If mowing can't be delayed, the smallest available equipment (within the same class as normally used) shall be used. For example, in wet conditions a 36-inch mower shall be used instead of the normal 48 to 72 inch mowers.

Mowing equipment shall be properly maintained at all times. Mower blades shall be kept sharp.

Mowing rotation is to be every seven (7) days during the growing season. The owner will determine which weeks to skip mowing of sites due to dry and slow growing conditions due to inspections and contractor reports. The County Project Manager will determine these sites.

Prior to mowing, all debris shall be picked up and disposed of properly.

All mowing operations shall be completed in such a manner as to prevent damage to turf, trees, shrubs, ground covers, structures, site fixtures and parked vehicles.

Mower discharge should always prevent grass clippings blown on landscape beds and mulched areas. At no time shall grass be blown on parked cars.

Grass clippings shall be blown off sidewalks and parking lots prior to leaving the

site.

Provide written schedule of the day of the week when sites are to be mowed.

Equipment Recommendations:

Tractor Mowers: A tractor and pull-behind mowing unit with PTO (Power Take Off) or multi deck out front mower shall be used in large turf areas, specified by site manager. Site manager shall approve specific type of mowing unit.

Intermediate Mowers: Intermediate sized 30 to 72 inch, walk behind or riding mowing equipment, shall be used in all large areas except in those designated for tractor mowing.

Trim Mowers: In areas that do not allow the use of intermediate, walk behind equipment, trim mowing equipment with a cutting width of 18 to 22 inches shall be used. In addition, areas that have excessive slope and areas that are prone to scalping shall be mowed using trim mowers.

1.02 String Trimming:

Appearance:

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.

Performance:

For all turf areas inaccessible to mowers, a gas-powered line-trimming unit shall be used. These areas may include, but not limited to, areas along bed edges, light bollards, posts, signs, and fences.

Damage to the base of plants or other site furniture from the line-trimming unit is not acceptable.

Use of approved herbicides can be used in select areas upon request by the contractor and with approval by the Owner.

1.02 Edging:

Appearance:

Turf areas that meet concrete sidewalks and curbs shall be machine edged. Edging is to closely follow the straight and/or curved sides of the surface resulting in a clean parallel cut.

Performance:

The contractor is to determine whether a walk behind edger or straight edger is needed in order to maintain a clearly identified edged line throughout the mowing season. Debris shall be removed after each edging.

1.04 Removal of Clippings

Appearance:

Upon completion of mowing and trimming operations, clippings shall not be noticeable.

Performance:

Clippings shall be removed from highly visible areas and small turf areas such as parking islands or traffic medians as designated by the site manager. Clipping removal is not necessary in all other areas, unless clippings create unsightly conditions or cause damage to the turf through excessive surface accumulation. State and local ordinances regarding disposal of landscape debris must be followed.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Invitation for Bid is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the County of Roanoke, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS –IFB (Revised 04/2013)

READ CAREFULLY - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS INVITATION AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A BIDDER

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact (540) 772-2061. We require that you provide at least 48 hours' notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodations or assistance, which may be required for your participation.

SUBMISSION AND RECEIPT OF BIDS:

(a) To be considered, all bids must be delivered in a sealed envelope, clearly marked with the words "BID DOCUMENTS", bid number and the name of the item being bid and received in the Roanoke County Finance Department/Purchasing Division no later than

the specified date and time for the bid opening. Failure to timely submit such bid shall disqualify the bidder and such bid will be returned to the bidder unopened. NO FAXED BIDS WILL BE ACCEPTED.

- (b) Unless otherwise specified, bidders must use the invitation to bid form furnished by the County. Failure to do so shall be grounds for rejection of the bid.
- (c) Bids having any erasures or corrections must be initialed in ink by the bidder. An authorized officer of the company must sign bids in ink. Such authorization shall be a part of the bid document. All bids must either be typewritten or printed in ink.
- (d) The original copy of the bid must not be permanently bound and one (1) electronic copy is preferred.

ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:

All related documents will be made available for download on the County of Roanoke website: www.RoanokeCountyVA.gov/purchasing.

Vendors may use the 'Notify Me' module on the County website to receive emails and/or text message notifications regarding bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the responsibility of the Vendor to keep information current in the system in order to receive the notifications.

Although **Notify Me** will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2020.

PRICES TO BE FIRM:

The bidder warrants, by virtue of bidding, that the prices, terms and conditions quoted in his bid will be firm for a period of 60 days from the date of the bid opening.

NET 30 after receipt of invoice. Price should include shipping.

INVOICES:

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County in order to receive payment. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of bids/RFPs.

PERFORMANCE BOND:

At the time of or prior to the execution of the contract, the County reserves the right to require the bidder or contractor to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

DELIVERY POINT:

Unless otherwise indicated, all items shall be delivered F.O.B. with destination and delivery charges included in the bid price. F.O.B. destination is interpreted to mean unloading and placing in the building or area as directed by the County.

CASH DISCOUNTS:

In determining the award of a bid, cash discounts for prompt payment will be considered. Discount time period computation shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

BRAND NAMES:

When a brand name appears in the specifications, it is solely for the purpose of establishing a grade or quality of material. The County does not wish to rule out other brands or manufacturers; therefore, the words "EQUIVALENT TO" are automatically included. However, if a product other than that specified is bid, it is the vendor's responsibility to prove to the County that said product is equivalent to that specified in the bid.

QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be of the best quality available.

ACCEPTANCE OF MATERIAL:

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS:

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY:

Time is of the essence for delivery of any items, products or service procured as a result of this bid. If delivery is not made at the time specified on the Invitation to Bid form, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

DEFAULT PROVISION:

In case of default by the contractor, the County shall have the sole discretion to procure the articles or services from other sources. The defaulting contractor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other security.

PRICING:

In the event of discrepancy between the total pricing and unit prices, the County in its sole discretion, shall determine the bid price.

Negotiation with lowest responsible Bidder: The County of Roanoke reserves the right to negotiate with the lowest responsible bidder if the low bid exceeds available funds. This provision will be used in accordance with County Code Chapter 17 (Ord. No. 3350, S2-30, 12-14-82). State Code 2.2.4318.

COPYRIGHTS OR PATENT RIGHTS:

The bidder warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this bid. The

bidder agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

FEES INCLUDED IN BID PRICE:

Submitted bids shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

TAX EXEMPTION:

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY:

The County of Roanoke reserves the right to request from the bidder, a separate manufacturer's certification of all statements made in the bid. The County may request any or all bidders to furnish proof of experience, ability and financial standing.

SIGNED BID CONSIDERED AN OFFER:

THIS INVITATION TO BID MUST BE SIGNED AS HEREIN PROVIDED. Submission of this signed invitation shall be considered an offer by the bidder or contractor to sell the items or services as required in the specifications. All bids are subject to approval by the County Board of Supervisors. In the case of default by the bidder or contractor after acceptance of a bid, the County of Roanoke may take such action, as it deems appropriate, including forfeiture of any and all bonds or other security and legal action for damages or specific performance.

NO BID:

To insure that your name remains on our bid listing, should you desire not to bid on a particular project, return the completed bid package marked with the words "NO BID". Failure to return to the County a bid or "NO BID" may cause your name to be removed from our listing.

COMPLIANCE WITH LAWS:

The bidder is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA:

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

ACCEPTANCE OR REJECTION OF BIDS:

The County of Roanoke reserves the right to accept or reject any or all bids/offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to bid award.

EVALUATION CRITERIA:

Several factors, in addition to costs, will be taken into account when evaluating bids:

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all bids.

- (a) Company background, staffing and experience: The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (b) References: Provide five (5) references with contact names, companies and phone numbers. These references must be for firms who have purchased the same types of products and/or services.
- (c) The quality of performance of previous contracts, products and/or services.
- (d) Reporting capabilities.
- (e) Company financial status: The sufficiency of the financial resources and the ability of the bidder to perform the contract.
- (f) Bid Submission completeness and compliance with the specifications.
- (g) Service and support offering. The ability, capacity and skill of the bidder to perform or provide the service. The ability of the bidder to provide future maintenance and/or service.
- (h) Price. Pricing shall be a factor in evaluating the bids; however, Roanoke County reserves the right to purchase other than low bid.
- (i) The previous and existing compliance by the bidder with laws and policies relating to the contract.
- (j) The quality, availability and adaptability of the goods and services.
- (k) All samples are subject to product testing.
- (l) Whether the bidder can perform the contract and provide service promptly.
- (m) The ability of the bidder to respond to problems and concerns.
- (n) Delivery

RULING LAW:

This invitation to bid and any contract executed pursuant hereto of which this invitation shall be an internal part shall be governed, controlled and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS:

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or national origin 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. 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.

INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

QUESTIONS REGARDING THE BID:

Questions should be directed to:

Kate Hoyt, Buyer
5204 Bernard Dr., SW, Suite 300F
Roanoke VA 24018
Telephone: 540-283-8149
Email: khoyt@roanokecountyva.gov

SPECIAL INSTRUCTIONS:

ANTITRUST:

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the contractor in whole or in part without the written consent of Roanoke County.

AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing this bid, the bidder certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

ANTI-COLLUSION CERTIFICATION:

By my signature on the face of this bid, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

KICKBACKS:

I certify and warrant that by my signature on this solicitation, neither I nor the bidder for whom I am authorized to act has offered or received any kickback from any other bidder, supplier, manufacturer, or subcontractor in connection with bid on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT:

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION:

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is 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.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

CONTRACT:

Any contract resulting from his bid shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Invitation for Bid, together with the bidders response, which consists of this document, the Price Schedule and other bid documents attached hereto or submitted with this document.

DRUG-FREE WORKPLACE:

During the performance of this 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 violation 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 section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT:

The contractor certifies that none of the persons who will provide services on school property or requiring direct contact with students has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The contractor further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the contractor understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the INVITAITON FOR BID shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or

other material is submitted.

The bidder must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Bid and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid.

**DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT
CERTIFICATION OF CONTRACTOR
IFB 2018-001**

Full Name of Contractor: _____

Description of Contract: _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date: _____ Name of Contractor _____

By: _____

_____ TITLE

NOTICE OF PROPRIETARY INFORMATION FORM
INVITATION TO BID #2018-001

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4)12 C.F.R. 309.5(c) (4).

PRICE FORM
INVITATION TO BID #2018-001

By signing the bid form I am hereby submitting a bid to perform the mowing services as detailed in the specifications for Roanoke County. The bid information is true to the best of our knowledge at this time. Having read and understanding the Bid Documents for the above named project and visited all sites involved, the undersigned proposes to furnish all labor and equipment to effectively maintain the following sites for the costs as listed below. Owner or contractor may furnish material, owners' decision.

<u>1. Mowing and String Trimming Sites</u>	<u>Cost per Site/Mowing</u>
Brookside Park	_____
Camp Roanoke	_____
Catawba Recreation Center	_____
CRT Industrial Park	_____
Glenvar County Library	_____
Goode Park	_____
Green Hill Park Equestrian Center	_____
Hollins Library	_____
Hollins Trailhead Parking Lot	_____
Roanoke Wayside Park	_____
Sadler Park	_____
South County Library	_____
Valley Tech Industrial Park	_____
Vinyard Cemetery (Edgewood St./Memorial Ave.)	_____
Vinyard Cemetery (Timberidge Rd./Augusta	_____
Whispering Pines Park	_____

SIGNATURE PAGE
INVITATION TO BID #2018-001

BIDDERS SIGNING THE BID FORM AGREE THAT THE PRODUCT BEING BID CONFORMS TO ALL SPECIFICATIONS LISTED IN THE BID. BIDDER CERTIFIES THAT BY SUBMISSION OF THIS BID, HE HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID.

DATE _____

PAYMENT TERMS NET 30

COMPANY NAME _____

ADDRESS _____ PHONE # _____

_____ FAX # _____

_____ EMAIL _____

FEIN _____ VA BUSINESS LICENSE NO. _____

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO AUTHORIZED PER VA CODE §2.2-4311.2 _____

SIGNATURE / TITLE _____

NAME / TITLE (please print) _____

To receive consideration for award, this signature sheet must be returned to the Purchasing Division, as it shall be a part of your response.