



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

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July 20, 2017

IFB # 2018-001 Landscape Maintenance and Mowing for Roanoke County

ADDENDUM NO. 1

Publishing of Previous Project Documents

Due Date & Time:
July 27, 2017, 2:00 PM
(Local Prevailing Time)

IFB # 2018-001
Landscape Maintenance and Mowing for Roanoke County
ADDENDUM NO. 1

1. **2016-246 Contract Documents** – Please see Attachment A for a copy of the previous contract for the services currently being bid.
2. **2016-246 Bid Tabulation** – Please see Attachment B for a copy of the tabulation of bids received for IFB 2016-246.

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**ATTACHMENT A TO
ADDENDUM NO. 1 TO IFB # 2018-001
Landscape Maintenance and Mowing for Roanoke County
2016-246 Contract Document**



County of Roanoke

FINANCE DEPARTMENT
Purchasing Division

CONTRACTUAL AGREEMENT #2016-246 MOWING SERVICES

ARTICLES OF AGREEMENT made the twenty-fifth (25th) day of March, 2016, by and between RC Lawncare Inc., 2583 Mill Iron Road, Goodview, Virginia 24095, party to the first part, and Roanoke County, party of the second part, also referred to as the OWNER.

WHEREAS, the party of the first part has made a bid in writing to the OWNER, to provide mowing services as specified in IFB #2016-246 hereby mentioned and identified herein for the OWNER, as the WORK, for the price, on the terms and within the time set forth herein, all pursuant to the Invitation to Bid, the specifications, and the bidder's response, as if each of the documents were attached hereto, and are thereby made a part of this Contract. The OWNER has accepted the proposal of the said party of the first part, according to law.

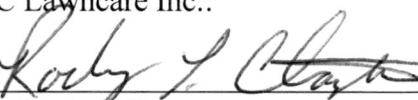
NOW, THEREFORE, the said party of the first part, for and in consideration of the payment as set forth in Exhibit A, for itself, its heirs, executors, administrator, successors and assigns, as the case may be, hereby covenants and agrees to and with the OWNER to perform the said WORK for the said price, upon the said terms, within the said time, and according to the said specifications, the WORK being more specifically identified as follows:

Provide mowing services for Roanoke County.

The Contract will be in effect beginning on March 25, 2016, and run through February 28, 2017, however may be renewed annually if both parties are in agreement. It is understood that if the party of the first part does not perform the WORK as specified, then the Contract may be canceled by the OWNER.

Special Provisions: Exhibit A – RC Lawncare Inc.'s response.

RC Lawncare Inc.:



Authorized Signature

3-31-2016

Date

Roanoke County:



Authorized Signature

4/11/16

Date



COUNTY OF ROANOKE

FINANCE DEPARTMENT

PURCHASING DIVISION

Brandon Gann, MPA
Buyer

P.O. Box 29800
5204 Bernard Drive SW, Suite 300F
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INVITATION TO BID

#2016-246

Mowing Services

for

Roanoke County

**One (1) Original, Three (3) Complete Copies, and One Electronic Copy
(CD/DVD) Preferred of Sealed Bids Due:**

March 17, 2016
3:00 p.m.
(Local Prevailing Time)

INVITATION TO BID #2016-246 Mowing Services

PURPOSE

The purpose of this Invitation for Bid (IFB) is the procurement of a qualified Bidder to provide general mowing at selected sites within the County of Roanoke. The County will review each Bid and may elect to issue separate awards to the lowest responsive and responsible Bidders for such locations on a per option basis or any combination thereof that might be in the best interest of the County. The County of Roanoke invites any qualified Bidder to respond to this IFB by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth.

SERVICES AND/OR ITEMS REQUIRED

A description and/or listing of the services and/or items that the Successful Bidder [the term "Successful Bidder" includes all Bidders to whom an award may be made] will be required to provide to the County under this IFB are those that are set forth below in the Bid Form and/or referred to in any way in any terms and conditions and/or attachments referred to this IFB. Each Bidder should carefully read and review all such documents.

This contract provides for mowing of specified exterior landscaped areas. The type of care defined in the following is designed to achieve a functional, attractive, and economical appearance. 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. A bid price is requested based upon the following guidelines.

A. SPECIAL INSTRUCTIONS

1. It is the Successful Bidder'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 County at an agreed price for time and materials.
2. The Successful Bidder shall perform mowing, trimming, and edging tasks at designated sites and furnish all necessary labor, supplies, equipment, and insurance. All work shall be performed to the highest standards using trained uniformed laborers.
3. Successful Bidder agrees to perform and correct any unsatisfactory operation within 48 hours, 2 calendar days, of notification by the County. The County reserves the right to hire an outside Contractor to correct unsatisfactory performance. Should this be necessary the Successful Bidder will be billed for any amount over stated contract price. Continued default on Successful Bidder performance may result in termination of any resultant Contract.
4. If, due to inclement weather changes or drought, any one or more of the task provided by the Successful Bidder is considered not to be horticulturally appropriate by the County, the County may notify the Successful Bidder prior to commencement of said work. The County shall not be invoiced or Successful

Bidder paid for work canceled under this provision. The Parks Contract Officer will be the point of contact for the Successful Bidder.

5. The County may withhold payments until all required Successful Bidder's invoices or payment reports are satisfactorily completed and submitted to the County.
6. Successful Bidder agrees to meet with the County within 48 hours of notice from the County.
7. Successful Bidder may not subcontract any work, without prior approval of the Parks Contract Officer.

B. LANDSCAPE MAINTENANCE APPERANCE AND PERFORMANCE SPECIFICATIONS

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 County notifying the Successful Bidder what weeks to skip mowing during drought conditions. Unauthorized additional mowing will be at the expense of the Successful Bidder.

1. **General Mowing:** There should be approximately 23-28 mowings per season, with the mowing typically executed on a 7-day mowing cycle except during unfavorable conditions. The other exception is the Vinton Business Parks, which is to be mowed on a bi-weekly basis. The Roanoke County Parks, Recreation, and Tourism Contract Officer will manage the frequency of the mowings. The Contract Officer will communicate to the Successful Bidder by the end of business (5:00 PM) on each Thursday to identify any sites that will not be mowed the following week.

a. Appearance:

- All turf shall be mowed at a height of 3 inches, unless otherwise specified by the County.
- 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.
- Successful Bidder shall remove debris before moving for safety and appearance.
- When mowing medians the Successful Bidder shall exercise caution and use orange vests and safety cones. This is the responsibility of the Successful Bidder.
- The Roanoke County Parks, Recreation and Tourism staff will be responsible for the mulch beds. Successful Bidder shall advise their workers to keep mowing machines out of the mulch beds.
- When mowing parks the Successful Bidder must exercise caution around people and keep a safe distance when mowing.

b. Performance:

- Start and stop dates to be determined by the County annually.
- Successful Bidder shall not mow, walk or use any piece of equipment on turf areas when frost is present in order to avoid turf damage.
- Successful Bidder shall not mow turf areas that 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 County will determine which weeks to skip mowing of sites due to dry and slow growing conditions due to inspections and Successful Bidder reports. The Parks Contract Officer 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 vehicles.
- Grass clippings shall be blown off sidewalks and parking lots prior to leaving the sites.
- Successful Bidder shall provide written schedule of the day of the week when sites are to be mowed.

c. 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 inches, walk behind or riding 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 slop and areas that are prone to scalping shall be mowed using trim mowers.

2. String Trimming:

a. 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.

b. 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. The contractor may be responsible for damaged plants, posts, or site amenities. String trimmers are not to be used along curbs or sidewalks to avoid creating ditchlines and tripping hazards.
- Use of approved herbicides can be used in select areas upon request by the Successful Bidder and with approval by the County.

3. Edging:

a. 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 clean parallel cut.

b. Performance:

- The Successful Bidder 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.

4. Removal of Clippings:

a. Appearance:

- Upon completion of mowing and trimming operations, clippings shall not be noticeable. At no time shall clippings be discharged on vehicles or into mulch beds. Contractor will be responsible for any vehicle damage. Clippings along curbs, sidewalks, etc., shall be blow off into turf areas and dispersed so they are not noticeable.

b. 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 ordinance regarding disposal of landscape debris must be followed.

C. **SITES:** Listed below are the primary mowing sites. The County reserves the right to add and/or remove locations.

| Location | Address |
|--|--|
| Back Creek Elementary Ballfields | 7130 Bent Mountain Rd. Roanoke VA 24018 |
| Bent Mountain Elementary Ballfields | 10148 Tinsley Lane Bent Mountain VA 24059 |
| Brambleton Community Center/Cave Spring Rescue | 3738 Brambleton Ave. Roanoke, VA 24018 |
| Camp Roanoke | 6498 Dry Hollow Rd. Salem, VA 24153 |
| Clearbrook Park | 5381 Franklin Rd. Roanoke, VA 24014 |
| Clearbrook Elementary Ballfields | 5205 Franklin Rd. Roanoke, VA 24014 |
| Craig Community Center | 900 Chestnut St. Vinton, VA 24179 |
| Happy Hollow Garden Park | 6697 Mount Chesnut Rd. Roanoke, VA 24018 |
| M.A. Banks Park | 211 Craig Ave. Vinton, VA 24179 |
| Read Mountain Fire and Rescue | 45505 Eastpark Dr. Roanoke, VA 24012 |
| Read Mountain Preserve | 6101 Crumpacker Rd. Bonsack, VA 24019 |
| Vinton Business Park | 2111 Cardinal Park Dr. Roanoke, VA 24018 |

INSTRUCTION TO BIDDERS

A. Pre-Bid Meeting

1. There is a mandatory Pre-Bid Meeting scheduled for 10:00 a.m., on March 10, 2016, at the Roanoke County Public Service Center located at 1206 Kessler Mill Road, Salem, Virginia 24153, in the Public Service Conference Room. It is mandatory that Bidders attend the scheduled meeting. Only Bidders who attend the Pre-Bid Meeting shall be afforded the opportunity to submit a response to this

IFB.

2. Contact Mark Courtright at (540) 777-6338 or Mick Brizendine (540) 309-0466 for site visitation. Appointments subject to availability.
3. Copies of drawn site maps are attached to this bid as Attachment A and will be available at the Pre-Bid Meeting.

B. Bid Submittals

1. The following documents/information shall be included with your bid submittal:
 - List of mowing equipment including number of pieces of equipment, makes and models.
 - Numbers of employees during the season.
 - Business Profile: Description of the Bidder's business including years in business, services provided, staff qualifications, past clients, current clients, professional affiliations, and licenses.
 - Notice of Proprietary Information Form (if applicable).
 - Bid/Signature Form.

TERM OF CONTRACT

- A. The term of any resultant Contract will be for one year, at which time it will terminate, unless sooner terminated pursuant to the term of the Contract or by law or unless renewed as set forth in such Contract. Upon the mutual agreement of the parties, the Contract may be renewed for up to four (4) additional one (1) year periods or any combination thereof.
- B. All terms and conditions shall remain in force for the term of the Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of the Contract. Prices for any renewal periods will be subject to the mutual agreement of both parties.

SUBMISSION OF THE BID

One (1) Original, three (3) complete copies and, one (1) Electronic Copy (CD) preferred, of the sealed bid will be accepted at and until **3:00 P.M. (local prevailing time) on March 17, 2016**, 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 #2016-246 MOWING SERVICES."**

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. It is the intent of Roanoke County to award the bid.

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:

Brandon Gann, Buyer
5204 Bernard Dr, SW, Suite 300F
Roanoke, VA 24018
Telephone: 540-283-8148
Fax: 540-283-4600
Email: bgann@roanokecountyva.gov

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.

IMPORTANT NOTICE EFFECTIVE 3/14/2011 - ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:

Effective March 14, 2011, the Purchasing Division of Finance, in conjunction with the County of Roanoke, has a new and improved website. With this new website, Purchasing has gained a new bid module which will provide more information and faster downloads for the vendors interested in doing business with the County. There is a new advanced Email/Text Message notification system where vendors can sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. The current Vendor Registration to receive notices of bids and proposals will soon be phased out completely. All vendors interested in receiving these automatic electronic notifications will need to sign up in the new "**Notify Me**" and it is their responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories. The address for this new website is www.RoanokeCountyVA.gov/purchasing.

Although **Notify Me** will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, bulletin board, published in the local newspaper, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061, Ext. 311.

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:

Brandon Gann, Buyer
5204 Bernard Dr, SW, Suite 300F
Roanoke VA 24018
Telephone: 540-283-8148
Fax: 540-283-4600
Email: bgann@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:

Prior to awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students, the school board shall require the contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. (§22.1-296.1 (C)).

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.

**NOTICE OF PROPRIETARY INFORMATION FORM
INVITATION TO BID #2016-246 Mowing Services**

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

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 & SIGNATURE PAGE
INVITATION TO BID #2016-246 Mowing Services
LOCATIONS COST PER SITE/MOWING

| | |
|---|--------------------|
| Back Creek Elementary Ballfields | \$ <u>92.50</u> |
| Bent Mountain Elementary Ballfield | \$ <u>92.50</u> |
| Brambleton Recreation Center/Cave Spring Rescue | \$ <u>150.00</u> |
| Camp Roanoke | \$ <u>100.00</u> |
| Clearbrook Elementary Ballfields | \$ <u>150.00</u> |
| Clearbrook Park | \$ <u>92.50</u> |
| Craig Community Center | \$ <u>92.50</u> |
| Happy Hollow Park | \$ <u>65.00</u> |
| M. A. Banks Park | \$ <u>70.00</u> |
| Read Mountain Fire and Rescue | \$ <u>80.00</u> |
| Read Mountain Preserve | \$ <u>92.50</u> |
| Vinton Business Park | \$ <u>295.00</u> |
| TOTAL | \$ <u>1,372.50</u> |

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 3-17-2016

PAYMENT TERMS NET 30

COMPANY NAME RC Lawncare Inc

EMAIL rclawncare1992@gmail.com

FEIN 27-188876 VA SCC NO

VA SCC NO

SIGNATURE / TITLE Rocky L. Olson CEO

NAME / TITLE (please print) Rodney L. Clayton CEO

REFERENCE FORM
INVITATION TO BID #2016-246 Mowing Services

Name of Entity Apple Ridge

Contact Peter Lewis Title Owner

Telephone 540 982-1322 Length of Business Relationship 10 yrs

Name of Entity Holiday Inn

Contact Sam Patel Title CEO

Telephone 540 797-2797 Length of Business Relationship 7 yrs

Name of Entity Triple S. Realty

Contact Bob Shephred Title CEO

Telephone 540 981-0882 Length of Business Relationship 6 yrs

Name of Entity Red Investment

Contact Evelyn Board Title CEO

Telephone 540 366-7482 Length of Business Relationship 12 yrs

Name of Entity WVWA

Contact Thomas Shaver Title Plant Manager

Telephone 540-537-5894 Length of Business Relationship 4 yrs

ATTACHMENT A
INVITATION TO BID #2016-246 Mowing Services
SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are part of any resultant Contract:

SECTION 1. JOBSITE APPEARANCE.

The Contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or otherwise required by the Contract.

SECTION 2. PROTECTION ON SITE.

The Contractor expressly undertakes, both directly and through its subcontractor, to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.

SECTION 3. SAFETY AND HEALTH PRECAUTIONS.

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

SECTION 4. DAMAGE TO THE WORK.

The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property in the vicinity of the Work, until Contractor completes the Work and it is approved and accepted by the County.

SECTION 5. DAMAGE TO EXISTING STRUCTURES.

Damage caused by Contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of the County.

SECTION 6. DEFECTIVE WORK.

The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the County, any work, material, equipment, or part that is found, by the County, to be defective and/or not in accordance with the Contract.

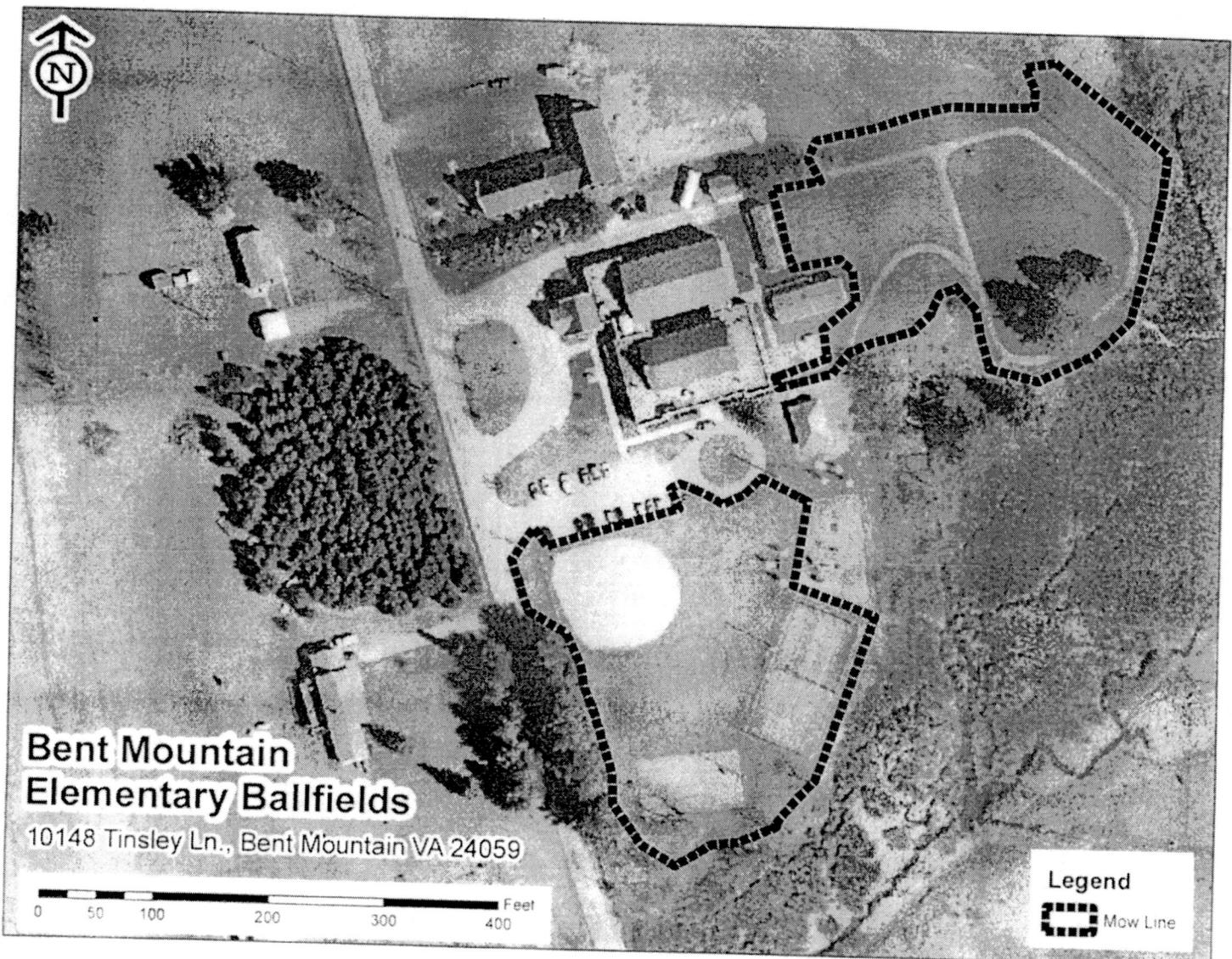
SECTION 7. CORRECTION OF DEFECTS.

If the Contractor, after notice, fails to proceed promptly to correct any defects or defective Work, the County may have the defects or defective Work corrected by the County or another entity and the Contractor shall be liable for all costs and expenses incurred in doing so.

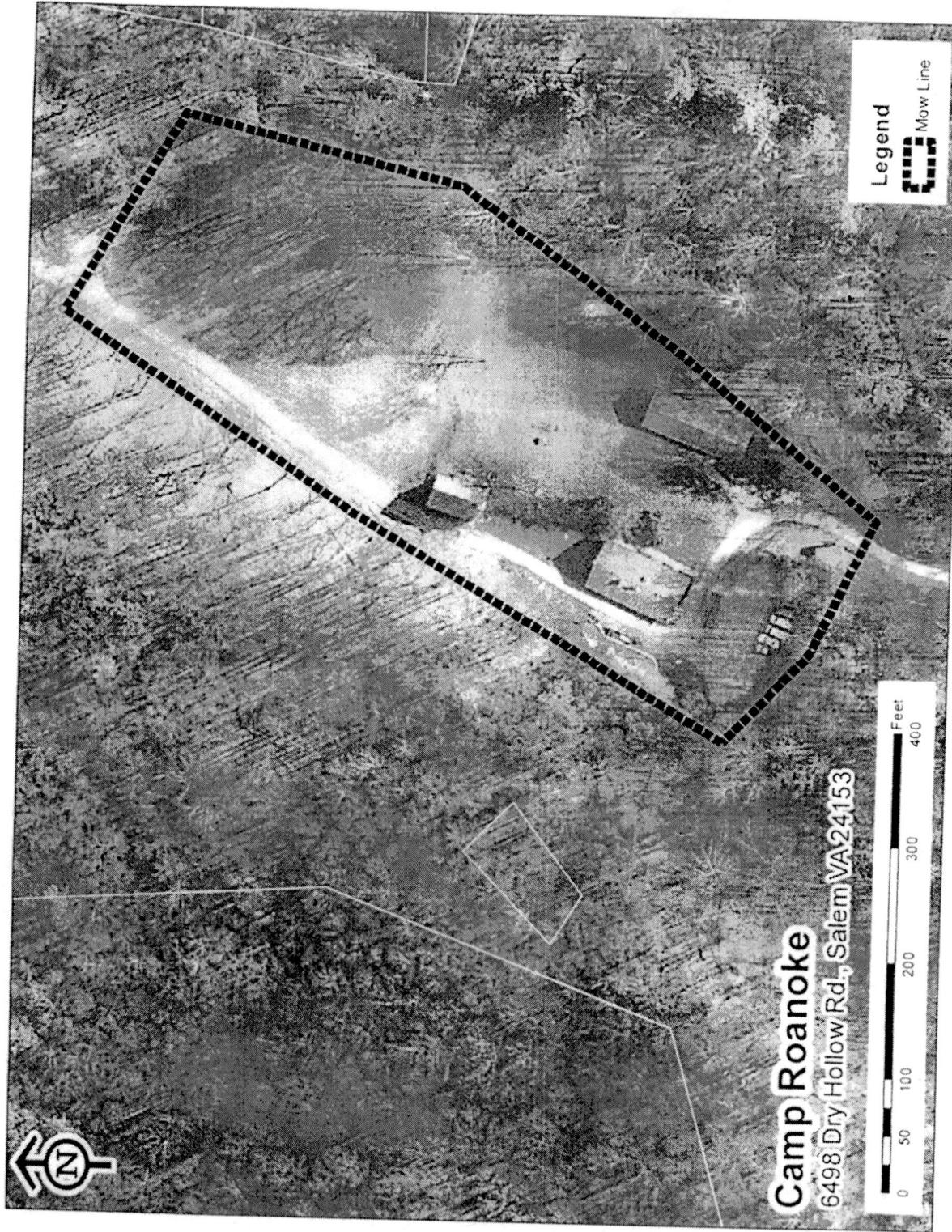
ATTACHMENT B
INVITATION TO BID #2016-246 Mowing Services

SITE MAPS

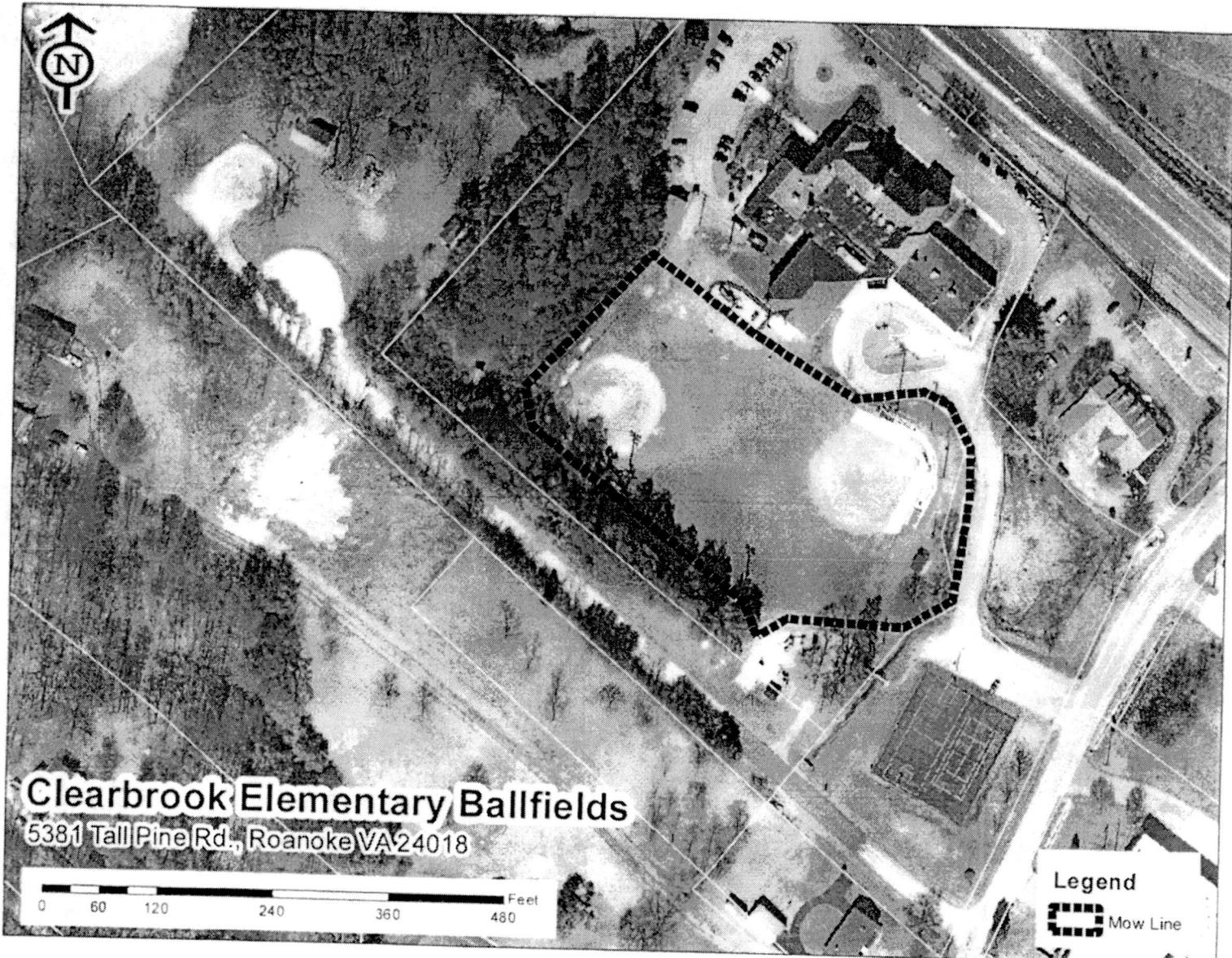


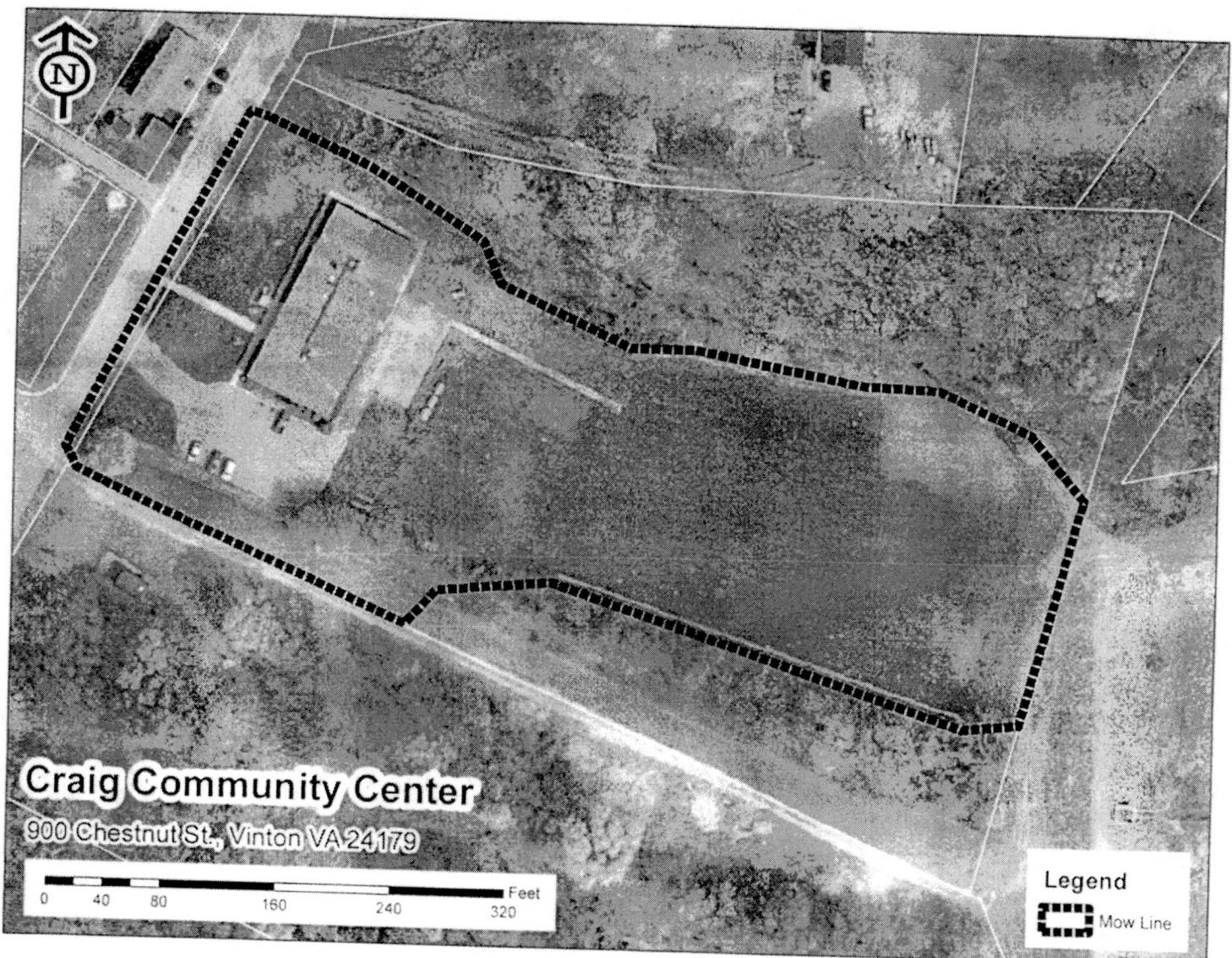


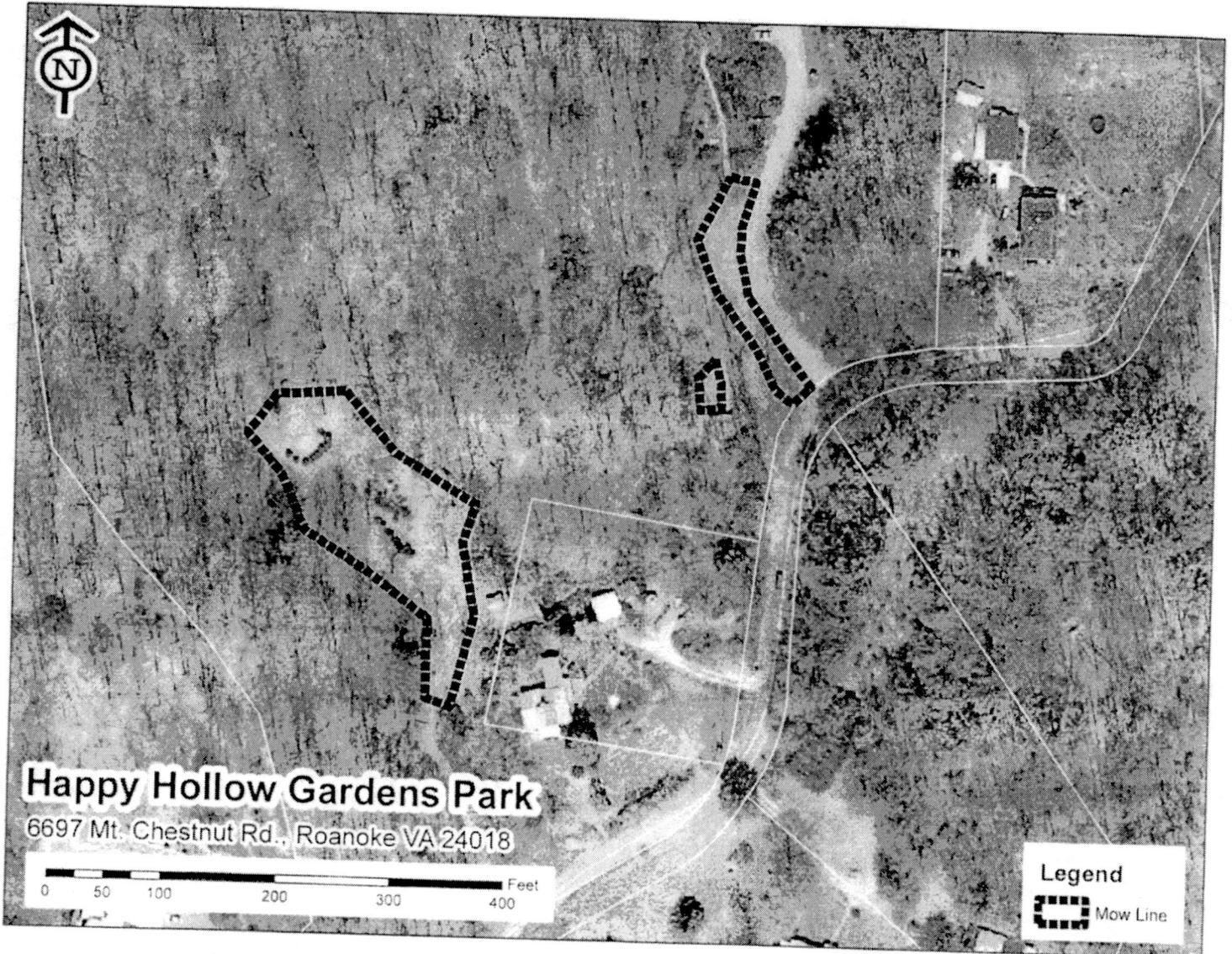






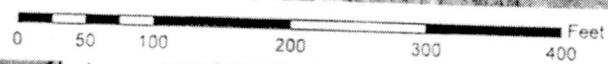






Happy Hollow Gardens Park

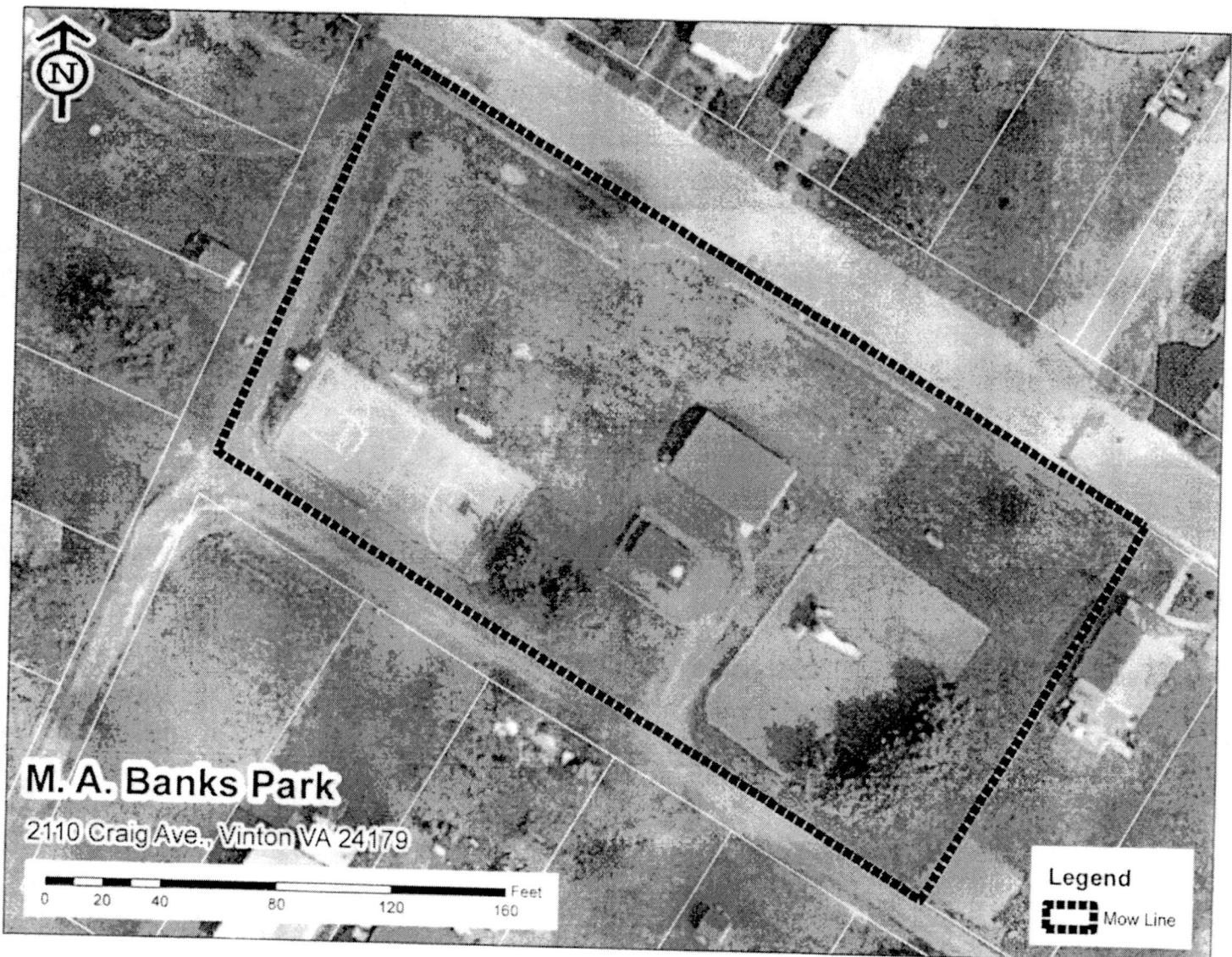
6697 Mt. Chestnut Rd., Roanoke VA 24018



Legend



Mow Line



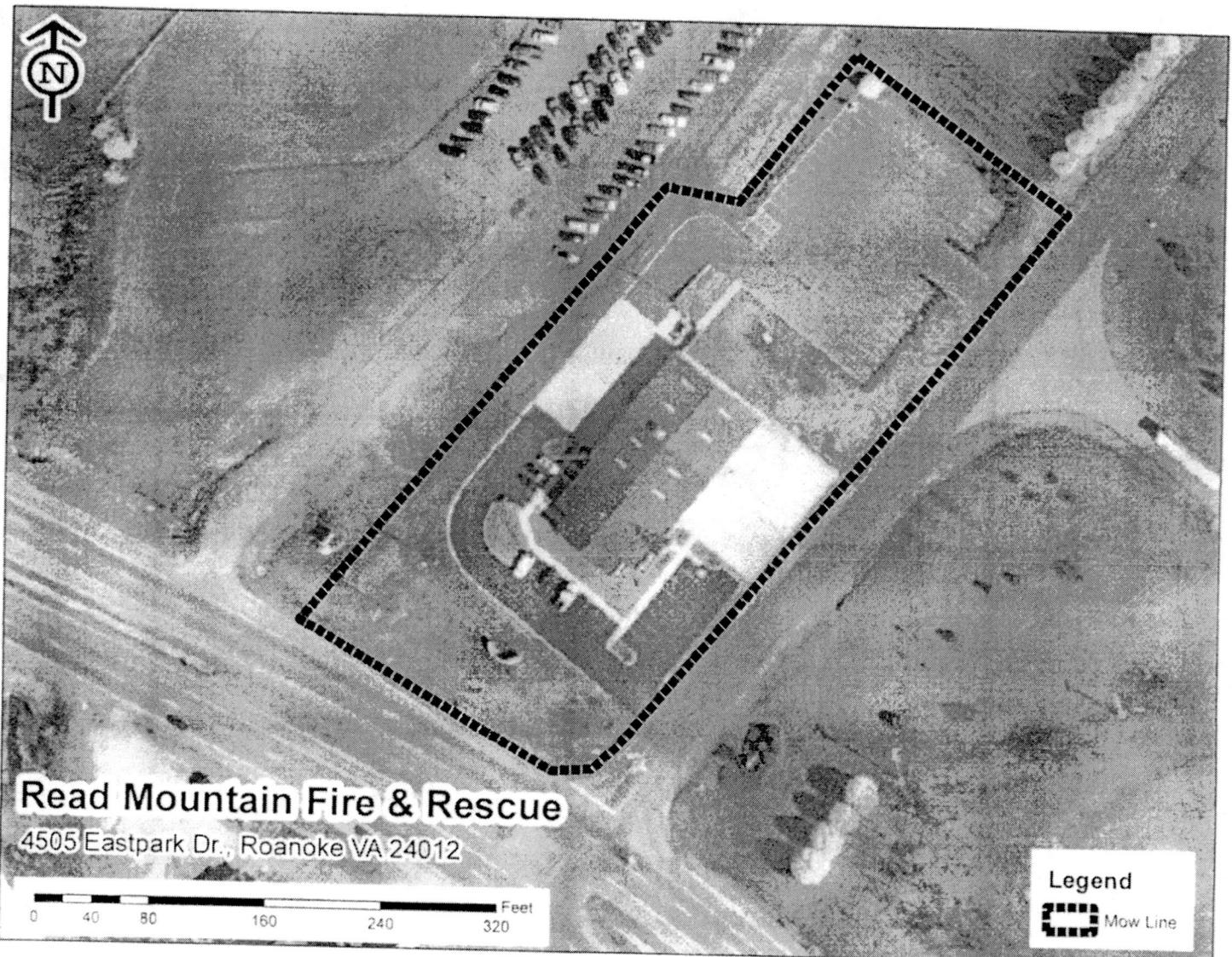


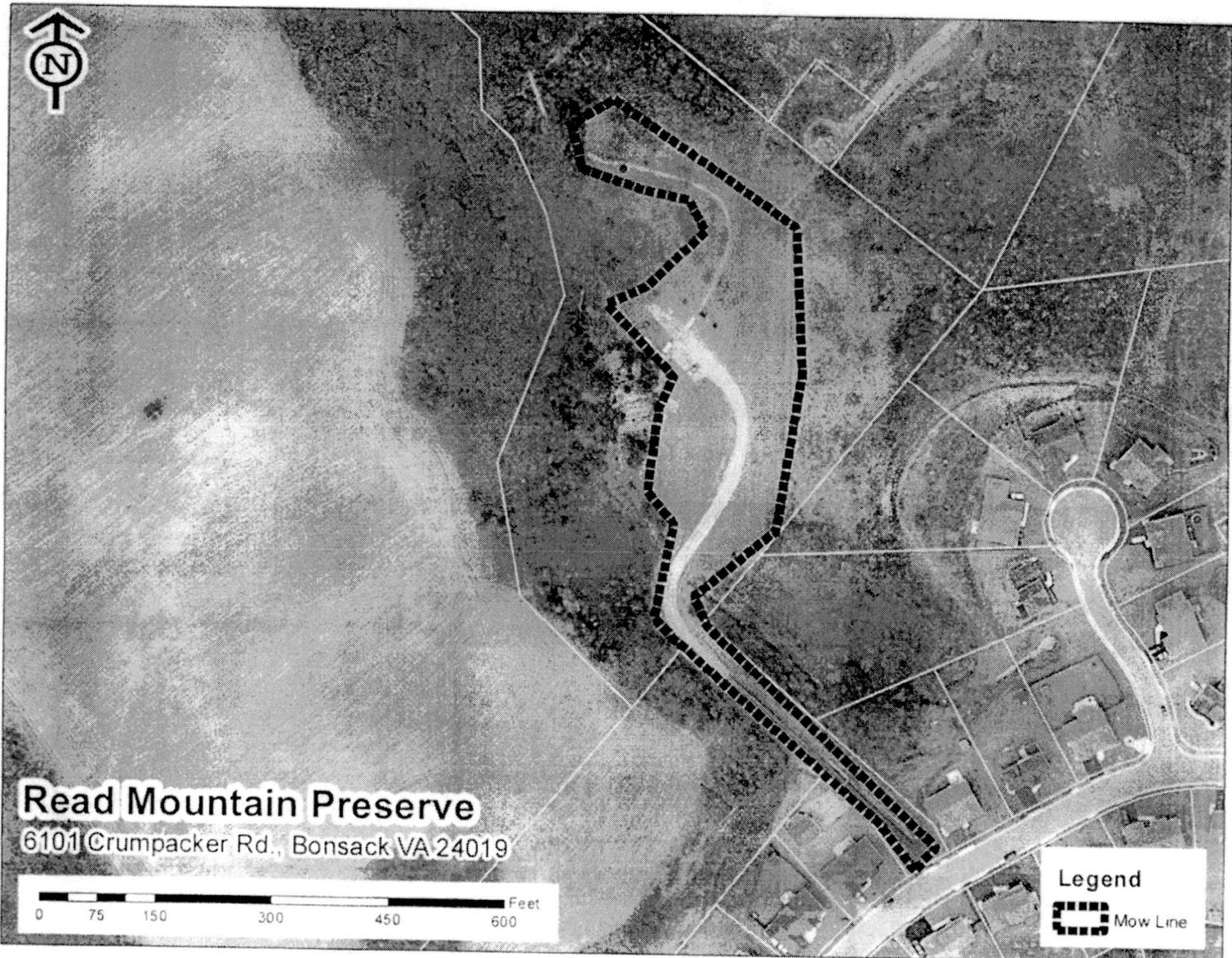
Read Mountain Fire & Rescue

4505 Eastpark Dr., Roanoke VA 24012

0 40 80 160 240 320 Feet

Legend
 Mow Line



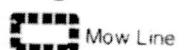


Read Mountain Preserve

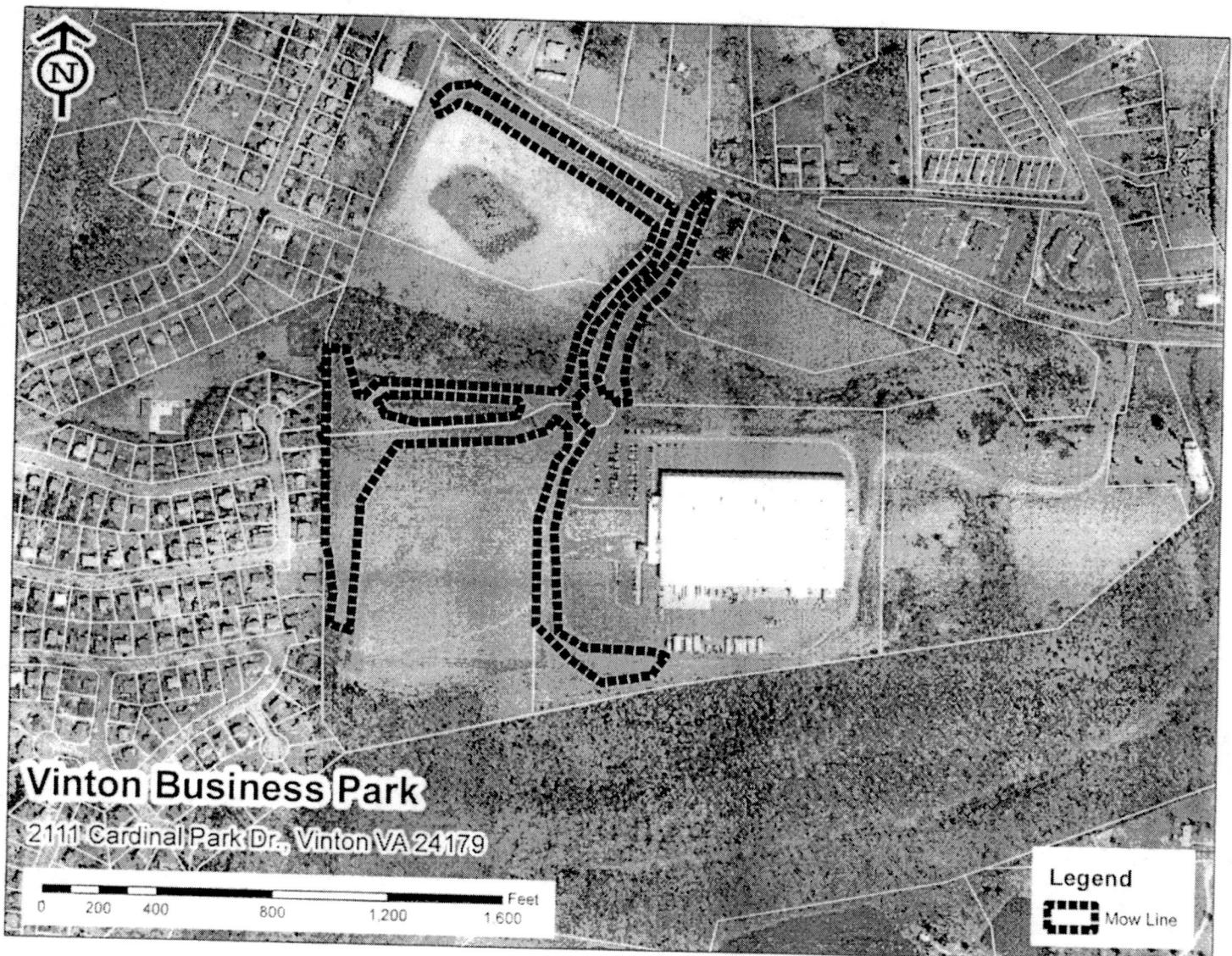
6101 Crumpacker Rd., Bonsack, VA 24019



Legend



Mow Line



RC LAWNCARE

P.O. BOX 1683, Roanoke, VA 24008
O: 540-890-5938 C: 540-556-4056

Employee List

| Name | Years Employed |
|-------------------|----------------|
| Crowder, Rosevelt | 11 |
| Davis, Lonnie | 5 |
| Hicklin, Michael | 6 |
| Basham, Rodney | 5 |
| Claytor, Jerome | 20+ |
| Claytor, Bernard | 20+ |

Equipment List:

4 60 inch Dixie Chopper Zero Turn XT3000

1 72 inch Dixie Chopper Zero turn Xcalibur 72

2 New Holland Workmaster Tractors

**ATTACHMENT B TO
ADDENDUM NO. 1 TO IFB # 2018-001
Landscape Maintenance and Mowing for Roanoke County
2016-246 Bid Tabulation**

County of Roanoke

Finance Department - Purchasing Division

Brandon W. Gann, Buyer

Office Address: 5204 Bernard Drive Suite 300-F | Roanoke, Virginia | 24018
 Mail Address: P O Box 29800 | Roanoke, Virginia | 24018-0798
 (540) 283-8148 | Fax: (540) 283-4600 | bgann@roanokecountya.gov



IFB #2016-246 Mowing Services

Bid Tab - March 17, 2016

| Location | One Earth Landscape | Dream Landscaping & Lawn Care | RC Lawncare | Lucas Landscaping | Greenscapes | General Building Maintenance | Thompson Landscaping | Ground FX | Fuller and Davis | RSG Landscaping |
|---|---------------------|-------------------------------|--------------------|--------------------|--------------------|------------------------------|----------------------|--------------------|--------------------|--------------------|
| Back Creek Elementary Ballfields | \$ 95.00 | \$ 90.00 | \$ 92.50 | \$ 110.00 | \$ 109.00 | \$ 216.00 | \$ 100.00 | \$ 83.10 | \$ 180.00 | \$ 105.00 |
| Bent Mountain Elementary Ballfield | \$ 120.00 | \$ 100.00 | \$ 92.50 | \$ 170.00 | \$ 175.00 | \$ 240.00 | \$ 125.00 | \$ 165.25 | \$ 240.00 | \$ 140.00 |
| Brambleton Recreation Center/Cave Spring Rescue | \$ 150.00 | \$ 150.00 | \$ 150.00 | \$ 180.00 | \$ 162.00 | \$ 300.00 | \$ 225.00 | \$ 159.40 | \$ 240.00 | \$ 245.00 |
| Camp Roanoke | \$ 150.00 | \$ 75.00 | \$ 100.00 | \$ 200.00 | \$ 139.00 | \$ 180.00 | \$ 100.00 | \$ 135.10 | \$ 170.00 | \$ 140.00 |
| Clearbrook Elementary Ballfields | \$ 60.00 | \$ 150.00 | \$ 150.00 | \$ 90.00 | \$ 125.00 | \$ 120.00 | \$ 150.00 | \$ 159.40 | \$ 220.00 | \$ 105.00 |
| Clearbrook Park | \$ 100.00 | \$ 215.00 | \$ 92.50 | \$ 90.00 | \$ 120.00 | \$ 120.00 | \$ 75.00 | \$ 150.60 | \$ 160.00 | \$ 140.00 |
| Craig Community Center | \$ 110.00 | \$ 150.00 | \$ 92.50 | \$ 120.00 | \$ 152.00 | \$ 240.00 | \$ 100.00 | \$ 87.10 | \$ 180.00 | \$ 140.00 |
| Happy Hollow Park | \$ 65.00 | \$ 50.00 | \$ 65.00 | \$ 65.00 | \$ 68.00 | \$ 240.00 | \$ 65.00 | \$ 40.10 | \$ 210.00 | \$ 70.00 |
| M.A. Banks Park | \$ 60.00 | \$ 60.00 | \$ 70.00 | \$ 65.00 | \$ 47.00 | \$ 240.00 | \$ 75.00 | \$ 40.10 | \$ 165.00 | \$ 70.00 |
| Read Mountain Fire and Rescue | \$ 75.00 | \$ 60.00 | \$ 80.00 | \$ 90.00 | \$ 95.00 | \$ 240.00 | \$ 75.00 | \$ 62.10 | \$ 180.00 | \$ 105.00 |
| Read Mountain Preserve | \$ 100.00 | \$ 75.00 | \$ 92.50 | \$ 110.00 | \$ 143.00 | \$ 180.00 | \$ 65.00 | \$ 87.20 | \$ 190.00 | \$ 140.00 |
| Vinton Business Park | \$ 300.00 | \$ 275.00 | \$ 295.00 | \$ 340.00 | \$ 470.00 | \$ 150.00 | \$ 300.00 | \$ 226.50 | \$ 300.00 | \$ 525.00 |
| Total | \$ 1,385.00 | \$ 1,450.00 | \$ 1,372.50 | \$ 1,630.00 | \$ 1,805.00 | \$ 2,466.00 | \$ 1,455.00 | \$ 1,395.95 | \$ 2,435.00 | \$ 1,925.00 |