

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: J&M of Northern Virginia, Inc      DATE ISSUED:      3/16/16  
7371 Atlas Walkway #642  
Gainesville, VA 20155      CURRENT CONTRACT NO:      16-150-ITB-LW-2  
Mowing and turf maintenance,  
CONTRACT TITLE:      SE and SW quadrants  
PRIOR CONTRACT NO:      3-11, 4-11

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract in accordance with the response submitted by you on February 18th, 2016. The contract term covered by this Notice of Award is effective immediately and expires on December 31, 2016.

This is the FIRST year award notice of a possible FIVE year contract.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 16-150-ITB and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

- 1) REFER TO BID OF THE CONTRACTOR (ATTACHED)
- 2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON CPI-U

ATTACHMENTS:

SERVICE CONTRACT WAGE REQUIREMENT: THIS CONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 4-103 OF THE ARLINGTON COUNTY PURCHASING RESOLUTION. ALL EMPLOYEES OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY SHALL BE PAID AN HOURLY WAGE NO LESS THAN THE HOURLY LIVING WAGE RATE PUBLISHED ON THE COUNTY'S WEB SITE AT THE TIME OF CONTRACT EXECUTION.


EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Mike Bakatsias      TELEPHONE NO.:      703-906-3828  
EMAIL ADDRESS:      mike@jmofnova.com  
COUNTY CONTACT: Helena Gilbert      TELEPHONE NO.:      703-228-7981  
EMAIL ADDRESS:      Hgilbe@arlingtonva.us

CONTRACT AUTHORIZATION

DISTRIBUTION

  
Igor Scherbakov  
Purchasing Officer

3/16/16  
Date

VENDOR:      1  
BID FOLDER:      2

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 16-150-ITB-LW

BID FORM

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON THURSDAY, FEBRUARY 11<sup>TH</sup>, 2016

FOR PROVIDING GRASS MOWING AND TURF MANAGEMENT PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

LIQUIDATED DAMAGES: \$100/day

IN ORDER TO BE CONSIDERED RESPONSIBLE, BIDDERS MUST MEET THE FOLLOWING MINIMUM QUALIFICATIONS :

The Bidders must have the following set of equipment for each Quadrant:

- d. 4 ea hydraulic zero-turn rider mowers with a mowing deck of 36" or wider w/ safety shields.
- e. 1 each Hydraulic driven Front Deck Reel Mower (Must have back up for emergency)
- f. 2 each hydraulic mulch mower

Minimum Staff Requirements:

- c. Project Manager
  - Shall have a minimum of 7 years experience in landscape/Mowing industry
  - Shall be able to speak the English language fluently.
  - Shall have a Certified Pesticide Applicator License issued by the Virginia Department of Agriculture and Consumer Services.
- d. Crew Leader
  - Shall have a minimum of 5 years experience in the landscape/Mowing industry
  - Shall be able to communicate fluently in the English language.
  - Shall have a Certified Pesticide Applicator License issued by the Virginia Department of Agriculture and Consumer Services.

BID SUBMISSION REQUIREMENTS

In addition to the completed and properly executed Bid Form, bidders shall provide the following information with their bids:

- a. A list of service vehicles by type.
- b. a list of technicians by name (including licenses and qualifications they have), intended to be used in fulfilling the contract anticipated by this solicitation.

- c. A list all training and benefits that the bidder's firm provides to those employees.
- d. Resumes for Project Manager and Crew Leaders
- c. A description of the current business culture of the bidder's firm. The description shall include identification of the business's location; a statement as to whether employees take their service vehicles home; and a statement of the percentages of the bidder's business that are commercial and residential.
- e. A list of any special equipment that the bidder intends to use in fulfilling the contract anticipated by this solicitation.
- f. A list of at least five (5) references from commercial customers.

*J+m of Northern Virginia - NO BID*

**TASK AREA 1 NORTHEAST (NE) QUADRANT (See Attachment for the list of locations)**

<b>I PARKS, OPEN SPACE, COMMUNITY/RECREATION FACILITIES</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$	L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$	L.S
<b>C</b>	MECHANICAL EDGING	\$	L.S
<b>D</b>	BERMUDA FIELD-REEL MOWING	\$	L.S
<b>II SCHOOLS</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$	L.S
<b>III FIRE STATIONS</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$	L.S
<b>B</b>	MECHANICAL EDGING	\$	L.S
<b>IV STREET ISLANDS &amp; UTILITY STRIPS</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$	L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$	L.S.
<b>V FACILITY MAINTENANCE BUREAU (OSS)</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$	L.S
<b>VI DHS. FACILITIES</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$	L.S
<b>VII LIBRARIES</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$	L.S
<b>B</b>	MECHANICAL EDGING	\$	L.S
<b>TOTAL FOR MOWING AND RELATED SERVICES</b>		\$	

CONTRACT UNIT PRICES (FOR CONTRACT ADJUSTMENTS DURING CONTRACT TERM):

1	MOWING PER ACRE, 7 DAY CYCLE:	\$	/ ACRE
2	MOWING PER ACRE, 30 DAY CYCLE:	\$	/ ACRE
3	MOWING PER ACRE, MULCHING MOWER 7 DAY	\$	/ ACRE
4	GRASS CLIPPING REMOVAL PER ACRE	\$	/ ACRE
5	MECHANICAL EDGING	\$	/ LNFT
6	FERTILIZATION	\$	/ ACRE
7	WEED CONTROL	\$	/ ACRE
8	AERATION	\$	/ ACRE
9	OVERSEEDING	\$	/ ACRE
10	LEAF REMOVAL	\$	/ ACRE
11	REEL MOWING-BERMUDA GRASS	\$	/ ACRE

BIDDER NAME: *J+m of Northern Virginia*

*[Signature]*

J4M of Northern Virginia - No BID

**TASK AREA 2 NORTHWEST (NW) QUADRANT (See Attachment for the list of locations)**

<b>I PARKS, OPEN SPACE, COMMUNITY/RECREATION FACILITIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ L.S
<b>C</b>	MECHANICAL EDGING	\$ L.S
<b>D</b>	BERMUDA FIELD-REEL MOWING	\$ L.S
<b>II SCHOOLS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>III FIRE STATIONS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MECHANICAL EDGING	\$ L.S
<b>IV STREET ISLANDS &amp; UTILITY STRIPS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ L.S
<b>V FACILITY MAINTENANCE BUREAU (OSS)</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>VI DHS. FACILITIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>VII LIBRARIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MECHANICAL EDGING	\$ L.S
<b>TOTAL FOR MOWING AND RELATED SERVICES</b>		\$

**CONTRACT UNIT PRICES (FOR CONTRACT ADJUSTMENTS DURING CONTRACT TERM) :**

1	MOWING PER ACRE, 7 DAY CYCLE:	\$ / ACRE
2	MOWING PER ACRE, 30 DAY CYCLE:	\$ / ACRE
3	MOWING PER ACRE, MULCHING MOWER 7 DAY	\$ / ACRE
4	GRASS CLIPPING REMOVAL PER ACRE	\$ / ACRE
5	MECHANICAL EDGING	\$ / LNFT
6	FERTILIZATION	\$ / ACRE
7	WEED CONTROL	\$ / ACRE
8	AERATION	\$ / ACRE
9	OVERSEEDING	\$ / ACRE
10	LEAF REMOVAL	\$ / ACRE
11	REEL MOWING-BERMUDA GRASS	\$ / ACRE

BIDDER NAME: *J4M of Northern Virginia*  
*Mr. Robert*

**TASK AREA 3 SOUTHEAST (SE) QUADRANT (See Attachment for the list of locations)**

<b>I PARKS, OPEN SPACE, COMMUNITY/RECREATION FACILITIES</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 76,605	L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ 2454	L.S
<b>C</b>	MECHANICAL EDGING	\$ 245	L.S
<b>D</b>	BERMUDA FIELD-REEL MOWING	\$ 3068	L.S
<b>II SCHOOLS</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 19,158	L.S
<b>III FIRE STATIONS</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 0	L.S
<b>B</b>	MECHANICAL EDGING	\$ 0	L.S
<b>IV STREET ISLANDS &amp; UTILITY STRIPS</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 15,165	L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ 1840	L.S.
<b>V FACILITY MAINTENANCE BUREAU (OSS)</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 0	L.S
<b>VI DHS. FACILITIES</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 1215	L.S
<b>VII LIBRARIES</b>			
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 0	L.S
<b>B</b>	MECHANICAL EDGING	\$ 0	L.S
<b>TOTAL FOR MOWING AND RELATED SERVICES</b>		\$ 119,750	

CONTRACT UNIT PRICES (FOR CONTRACT ADJUSTMENTS DURING CONTRACT TERM) :

1	MOWING PER ACRE, 7 DAY CYCLE:	\$ 54 / ACRE
2	MOWING PER ACRE, 30 DAY CYCLE:	\$ 200 / ACRE
3	MOWING PER ACRE, MULCHING MOWER 7 DAY	\$ 125 / ACRE
4	GRASS CLIPPING REMOVAL PER ACRE	\$ 350 / ACRE
5	MECHANICAL EDGING	\$ 1.50 / LNFT
6	FERTILIZATION	\$ 125 / ACRE
7	WEED CONTROL	\$ 125 / ACRE
8	AERATION	\$ 275 / ACRE
9	OVERSEEDING	\$ 350 / ACRE
10	LEAF REMOVAL	\$ 250 / ACRE
11	REEL MOWING-BERMUDA GRASS	\$ 79 / ACRE

BIDDER NAME: J & M of Northern Virginia

*Mr. Bahur*

ITB No. 16-150-ITB-LW

**TASK AREA 4 SOUTHWEST QUADRANT (See Attachment for the list of locations)**

<b>I PARKS, OPEN SPACE, COMMUNITY/RECREATION FACILITIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 90,538 L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ 1590 L.S
<b>C</b>	MECHANICAL EDGING	\$ 244 L.S
<b>D</b>	BERMUDA FIELD-REEL MOWING	\$ 3669 L.S
<b>II SCHOOLS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 55,290 L.S
<b>III FIRE STATIONS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 1335 L.S
<b>B</b>	MECHANICAL EDGING	\$ 75 L.S
<b>IV STREET ISLANDS &amp; UTILITY STRIPS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 12,688 L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ 220 L.S
<b>V FACILITY MAINTENANCE BUREAU (OSS)</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 1777 L.S
<b>VI DHS. FACILITIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 879 L.S
<b>VII LIBRARIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ 1890 L.S
<b>B</b>	MECHANICAL EDGING	\$ 85 L.S
<b>TOTAL FOR MOWING AND RELATED SERVICES</b>		\$ 170,280

CONTRACT UNIT PRICES (FOR CONTRACT ADJUSTMENTS DURING CONTRACT TERM):

1	MOWING PER ACRE, 7 DAY CYCLE:	\$ 54 / ACRE
2	MOWING PER ACRE, 30 DAY CYCLE:	\$ 200 / ACRE
3	MOWING PER ACRE, MULCHING MOWER 7 DAY	\$ 125 / ACRE
4	GRASS CLIPPING REMOVAL PER ACRE	\$ 350 / ACRE
5	MECHANICAL EDGING	\$ 1.50 / LNFT
6	FERTILIZATION	\$ 125 / ACRE
7	WEED CONTROL	\$ 125 / ACRE
8	AERATION	\$ 275 / ACRE
9	OVERSEEDING	\$ 350 / ACRE
10	LEAF REMOVAL	\$ 250 / ACRE
11	REEL MOWING-BERMUDA GRASS	\$ 79 / ACRE

BIDDER NAME: J & M of Northern Virginia

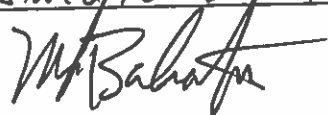
*W. Babat*

ITB No. 16-150-ITB-LW

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL ADDENDUMS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County, and documents obtained from all other sources.

BIDDER NAME: Star of Northern Virginia  




**TRADE SECRETS OR PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

- ☒ No, the bid I have submitted does not contain any trade secrets and/or proprietary information.
- ☐ Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

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State the specific reason(s) why protection is necessary:

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If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

**CERTIFICATION OF NON-COLLUSION:** The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

BIDDER NAME: ITB of Northern Virginia



**CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES**

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

NAME: Mike Bakatsias  
ADDRESS: 7371 Atlas Walk Way #624  
Gamesville, VA 20155  
E-MAIL: mike@jmofova.com

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDUMS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED: J & M of Northern Virginia, Inc.

AUTHORIZED SIGNATURE:

[Signature]

PRINT NAME AND TITLE:

Efthymios Bakatsias, President

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID AND THE CONTRACT, IF AWARDED (I.E. PROJECT MANAGER):

NAME (PRINTED): Mike Bakatsias TITLE: President

E-MAIL ADDRESS: mike@jmofova.com TEL. NO.: 703-906-3828

SUBMITTED BY: (LEGAL NAME OF ENTITY) <u>J4M of Northern Virginia, Inc</u>			
ADDRESS: <u>7371 Atlas Walk Way #624</u>			
CITY/STATE/ZIP: <u>Gainesville, VA 20155</u>			
TELEPHONE NO: <u>703-671-6727</u>		FACSIMILE NO.:	
THIS FIRM IS A: • INSERT NAME OF STATE <u>Virginia</u> <input checked="" type="checkbox"/> CORPORATION, <input type="checkbox"/> GENERAL PARTNERSHIP, <input type="checkbox"/> LIMITED PARTNERSHIP, <input type="checkbox"/> UNINCORPORATED ASSOCIATION, <input type="checkbox"/> LIMITED LIABILITY COMPANY, <input type="checkbox"/> SOLE PROPRIETORSHIP			
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?			<u>YES</u>
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:		<u>0355384-9</u>	
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED			
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?			<u>NO</u>
BIDDER STATUS:	MINORITY OWNED:	WOMAN OWNED:	NEITHER: <input checked="" type="checkbox"/>

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 16-150-ITB-LW

ADDENDUM A

Arlington County Invitation to Bid No. **16-150-ITB-LW** for **GRASS MOWING AND RELATED TURF MANAGEMENT SERVICES** is amended as follows:

1. Deadline for submitting questions is postponed until 5:00pm EST on Thursday, February 4<sup>th</sup>, 2016.
2. Bid Due Date is postponed until 2:00pm EST on Thursday, February 18<sup>th</sup>, 2016
3. Pre-bid meeting was held on Tuesday, January 19<sup>th</sup>, 2016. Meeting minutes are attached from this Addendum.
4. The following questions were received, and are answered below:

Q: Do we [vendors] have to bid on all four sections?

A: No.

Q: Can we [vendors] bid on just one section?

A: Yes.

Q: Just bid on which sections you want?

A: Correct.

Q: Do we [vendors] submit the bid section in the paperwork for the ones we do not want?

A: Fully complete the sections in which you would like to bid on.

Q: Will unit prices be included in the bid price?

A: Yes, the formula to calculate total bid price will be opened at the bid opening. Formula will be a sum of the bid total plus unit prices for as needed services multiplied by estimated quantities.

Q: How will unit prices be added to the category?

A: A formula for the unit and lump sum prices will be used to calculate the total bid price. Unit prices for as needed services will be multiplied by estimated quantities.

Q: If bids included \$20k, \$18k, \$50/acre, and \$100/acre, which format is preferred?

A: It is up to your discretion, you bid the prices. Unit of measure is indicated in the Bid Form.

Q: So, we are bidding only on two sections?

A: You may bid on all four sections, but no more than two task areas (quads) will be awarded to any one contractor. See paragraph 26 "Method of Award" in Instruction to Bidders.

Q: For the sections we are not bidding on, do we leave that portion blank?

A: No, please mark "no bid" or "not applicable" to demonstrate that you are not bidding on that section.

Q: Submit our sections only?

A: Turn in the entire packet.

Q: Do we have to use reel mowers?

A: A reel mower and a backup mower are required for each section you are bidding on. See Paragraph 27 "Equipment Requirements" in Specifications.

Q: Can the backup mower be subcontracted in case of a break down?

A: Yes, as long as you meet requirements set in Paragraph 27 "Equipment Requirements" in Specifications

Q: Do I submit the cost for backup equipment separately?

A: No, bid pricing shall incorporate any backup equipment cost.

Q: Is the bid bond 5% for each section total?

A: Surety bond shall equal 5% for each section that the Bidder is bidding on.

Q: 27<sup>th</sup> is the last day to submit Igor additional questions?

A: See the new question deadline set by this Addendum.

Q: Opening bid is February 11<sup>th</sup> at 2 PM, are we allowed to be there?

A: Yes, there will be public bid opening and the bid formula will be unsealed, however the ITB will not be awarded until the bids are reviewed for responsibility and responsiveness of the bidders.

Q: What are rain procedures?

A: If it rains for an extended period of time, consult the Project Officer how to proceed with the mowing schedule.

Q: Bermuda fields require mowing on Mon., Wed., Fri. if it rains on Monday do we mow on Tue., Wed., and Fri.?

A: No, Wednesday and Friday is fine. We prefer to omit a day than risk doing damage to the fields. You are to consult Project Officer to determine mowing schedule.

Q: Is there a mandatory meeting, for bid opening to see who else is bidding?

A: No, you have the option to attend, but attendance is not mandatory.

Q: Do we get bid bonds back?

A: Bid Surety can be returned upon request once the award is made. Otherwise it remain on file but never called.

Q: How long is the contract?

A: One year, with an additional four years. After one year, you can submit an increase request depending on if the consumer price index (CPI).

Q: Do we have to increase the bid amount if the minimum wage increases?

A: You may request an increase with supporting documents, however it is at decision of the County whether the request will be honored. Minimum wage is currently \$13.13/ hour, a quarterly report indicating which staff work in Arlington County and their wages must be submitted. There is a sample on the back of the packet.

Q: Can we [current vendors] bid again?

A: Yes.

Q: How does lump sum pricing compare the formula pricing?

A: Formula pricing is a little more than lump sum because we calculate the unit prices into the award formula.

Q: When are performance bonds due?

A: Bid bond is due at the time of bid, performance bonds are due upon the Notice of Intent to Award of the contract.

Q: Can additional services be added at any time of the year?

A: Yes.

Q: Are additional services time specific?

A: Yes, there will be a meeting to discuss the changes and when services are to be added.

Q: Will the County be adding additional turf fields at any point, or 2 acres without additional costs.

A: The County may add or removal, per two acre clause without additional costs.

Q: Will there be additional Bermuda fields?

A: Not at this time, Williamsburg's field is currently under construction. The NW section has the most Bermuda fields. Fields may be added during the contract term.

Q: What do we do in situations when patrons are refusing to leave for services to be performed?

A: Call Helena Gilbert, Project Officer and if she doesn't answer leave a message. If you cannot get in contact with Helena, skip location for the day. If the problem persists a meeting should be had with Helena to troubleshoot the issue. Per the contract, you must get a signed document from Arlington County Public Schools, should a representative request that services not be performed.

Q: Are we spraying every visit?

A: No. Note: Page 9, certified pesticide application license is required for any personnel using pesticide products to EPA standards.

Q: If you're in an area without pests, do we still need the license?

A: Yes, for any occasional herbicide application.

Q: Is it ok to have a separate crew to come behind the mowers and spray the pesticide?

A: Yes, but whenever you are applying chemicals, you need to have a certification. Submit the name of the pest/herbicide applicator.

Q: Is edging whole area of community center?

A: Mechanical edging required for sidewalks at libraries, and recreation centers once a month.

Q: Do we have 8 or 12 month invoicing/payment schedule.

A: Yes, You have the option of a 8 or 12 month payment schedule.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Igor Scherbakov  
Procurement Officer  
[ischerbakov@arlingtonva.us](mailto:ischerbakov@arlingtonva.us)

**RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:**

**RECEIPT OF ADDENDUM "A" IS ACKNOWLEDGED.**

**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **PRE-BID MEETING MINUTES**

### **ARLINGTON COUNTY INVITATION TO BID 16-150-ITB-LW MOWING AND TURF MANAGEMENT SERVICES**

**Purpose of Meeting:** Pre-bid meeting for County-wide mowing contract services  
**Date of Meeting:** Tuesday January 19, 2016  
**Meeting Location:** 2700 S Taylor St- Trades large conference room  
**Meeting Time:** 9:00 AM-10:00 AM

#### **Meeting Attendees:**

<b><u>Name</u></b>	<b><u>Affiliation</u></b>
Helena Gilbert	Arlington Co., Department of Parks and Natural Resources
Igor Scherbakov	Arlington Co., Department of Management and Finance
Daricka Bigelow	Arlington Co., Department of Parks and Recreation- Finance

See attached sign-in sheet for list of non-County affiliated attendees.

#### ***Purpose of Meeting:***

The purpose of this meeting is to discuss the major components of the services contract, to clarify any questions or concerns bidders may have with the contract documents, scope of work, or any other details of the contract requirements.

#### ***Meeting Remarks:***

1. Bidders must submit bid surety or else bid will be rejected.
2. Performance bonds will be required from winning bidders at the time of award.
3. Scope of services (page 12) has a list of mowing maintenance areas and charges.
4. Page 6 states that there will be a 7 day mowing cycle from the end of March through July 1<sup>st</sup>. A 14-day cycle for all Bermuda grass to be mowed three times a week during cool seasons and twice a week from April 1<sup>st</sup> through July 20<sup>th</sup>. Noted in bold: Remove all tree limbs and shrubs that are five feet or more.
5. Section 6c: Edged areas include libraries, recreation centers, and Trades building. All of these locations are identified on the specs.
6. Item 8: Safety, personnel, and equipment. All employees must be equipped with safety PPE (i.e. goggles and vests). Mowing equipment must have safety shields. A fifty dollar assessment fee will be charged for each infraction of this standard.
7. Damages: Repairs must be completed within 24 hours and/or replacements must be made within two weeks. (Page 12)



8. Item 16 articulates that daily schedules must be submitted to Helens Gilbert by 7:45 including a list of all of the locations that will be attended to on that day. This insures that Helena can communicate with Arlington Public Schools in a timely manner about maintenance details. Schedules for the week with outlines requirements will also be accepted. Paragraph two states that a means of two way communication must be submitted (at no cost to the vendor) i.e. cell phones.
9. On code red and orange days procedures are as follow:
  - A). Code orange: communicate with Helena to decide if/where mowing services will be completed.
  - B). Code red: No mowing services are required during this time.

\*Note: Failure to submit daily schedules by 7:45 will be subject to a \$100 assessment fee per day of noncompliance.
10. Section 26-General Information. All schools are smoke free environments. It is highly encouraged that you do not smoke at the park locations, especially playgrounds. Dog parks will be maintained between the hours of 9 AM to 3 PM as to not interfere with the morning and evening peak usage. The Northeast region requires bag mowers. No exceptions allowed.
11. There is a list of minimum equipment requirements for each quadrant. Medians require mulch type mowers to limit grass clippings on the highway. Reel mowers and backup mowers are required to be in place. No equipment should be more than 10 years old.
12. If a piece of equipment were to break down, a backup must be in place within 2 hours. Arlington County reserves the right to inspect any equipment and safety standards at any time. There are four sections with a two section max bidding limit.
13. Proposals to be submitted in hard copy at the desk of Bid Clerk (page of the ITB)  
Award process is by a sealed formula that will be made public during bid opening.
14. Discussed mandatory requirements and what documentation of those requirements may be submitted with the bid.
15. Discussed bid form and that it is required for the fully completed Pricing Sheet to be submitted along with the bid form
16. Any exceptions to Terms and Conditions are best addressed prior to Bid submission, any exceptions not agreed upon via an Amendment to the ITB may be cause for the bid to be found non-responsive.
17. Arlington Business License is not required at the time of the award, but will be required prior to award.
18. Safety manual attached to the solicitation will be applicable at all times while the Contractor's personnel is on site.
19. Bidders must meet minimum qualification requirements found on page 9 of the ITB
20. Successful Bidders will need to provide proof of appropriate insurance requirements.
21. Arlington County reserves the right to preform background checks on any and all staff as personnel will be working in school zones. This is up to Arlington County staff discretion.

22. Bids are due in hard copy at the desk of Bid Clerk, electronic submission through eVA not allowed.

***Meeting Questions:***

*Questions asked during the pre-bid are summarized and answered as part of Addendum A to the ITB.*

## 16-150-ITB-LW - Mowing Services (county-wide)

## PRE-BID CONFERENCE

Tuesday, January 19, 2016 - 9:00 AM

Name:	Mike Bakatsias	Company:	J&Mol'Novas INC.
Email:	Mike(AT)Jmol'Novas.com	Phone:	703-906-3828
Name:	Michael Hart	Company:	Valley Crest
Email:	M.Hart@valleycrest.com	Phone:	571-722-5943
Name:	Michael Tamm	Company:	FRONTIER LAWN CARE
Email:	FRONTIER@FRONTIERLANDSCAPESERVICES.com	Phone:	703-327-7040
Name:		Company:	
Email:		Phone:	
Name:		Company:	
Email:		Phone:	
Name:		Company:	
Email:		Phone:	
Name:		Company:	
Email:		Phone:	
Name:		Company:	
Email:		Phone:	
Name:		Company:	
Email:		Phone:	
Name:		Company:	
Email:		Phone:	

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201  
(703) 228-3410

INVITATION TO BID NO. 16-150-ITB-LW

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. ON THE 11TH DAY OF FEBRUARY, 2016 FOR:

GRASS MOWING AND RELATED TURF MANAGEMENT SERVICES FOR UP TO A FIVE-YEAR PERIOD AT VARIOUS PARKS, SCHOOLS, PUBLIC BUILDINGS, ATHLETIC FIELDS, STREETS, AND OPEN SPACES AND OTHER SELECTED LOCATIONS WITHIN ARLINGTON COUNTY, VIRGINIA

At the time, date and place stated above, bids will be publicly opened.

Bid Surety in the amount of not less than 5% of the sum of Bid Totals for all four Quadrants must be submitted with the bid. Performance and Payment Bonds in the amount of 100% of the award will be required of the successful bidder.

**PRE-BID CONFERENCE**

A pre-bid conference will be held at 9:00 a.m. on 19<sup>th</sup> of January, 2016 in PRCR, Conference Center at 2700 S. Taylor St. Arlington, Virginia. ATTENDANCE IS OPTIONAL. Minutes of the pre-bid conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested bidders are urged to attend.

NOTICE: ANY BIDDER ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST, OR LIMITED PARTNERSHIP OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A BID (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION IN THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. A bidder's submission of a bid indicates acceptance of these terms.

Arlington County, Virginia  
Office of the Purchasing Agent

Igor Scherbakov  
Procurement Officer  
[ischerbakov@arlingtonva.us](mailto:ischerbakov@arlingtonva.us)

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## **I. INSTRUCTIONS TO BIDDERS**

### **1. ADDITIONAL INFORMATION**

All communications relating to this solicitation shall be submitted via e-mail to **Igor Scherbakov** in the Office of the Purchasing Agent, at [ischerbakov@arlingtonva.us](mailto:ischerbakov@arlingtonva.us). For a question to be considered, the subject line of the e-mail must state the following: **ITB No 16-150-ITB-LW Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

**NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED AFTER JANUARY 20<sup>TH</sup>, 2016 AT 5:00 PM. ONLY QUESTIONS RELATED TO THE ANSWERS PROVIDED IN ADDENDUM A WILL BE ADDRESSED IN ADDENDUM B, IF NEEDED. QUESTIONS RELATED TO ADDENDUM A QUESTION RESPONSES MUST BE SUBMITTED BY JANUARY 27TH, 2016 AT 5:00 PM TO BE CONSIDERED FOR ADDENDUM B.**

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addendum only. Bidders are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

### **2. COMPETITION INTENDED**

It is the County's intent that this solicitation promotes competition. It shall be the bidder's responsibility to advise Arlington County if any language, requirements or specifications restrict or limit the purchase to a single source. Such notification must be received by the Arlington County Purchasing Agent not later than fifteen (15) calendar days prior to the date and time set for bid opening. A review of such notifications will be made and the bidder notified of the results of the review.

### **3. BID FORM SUBMISSION**

The required Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with an original longhand signature, and a photocopy of the signed original (two (2) copies total), shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and time deadline specified in the Invitation to Bid above. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the bidder, the scheduled bid opening date and time, and the number of the Invitation to Bid. Bids submitted by facsimile or electronically will not be accepted.

A bidder's failure to submit a bid with a fully-completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

#### **4. BIDDER CERTIFICATION**

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission.

#### **5. EXCEPTIONS**

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Scope of Services, the Special Conditions, and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

#### **6. NONCONFORMING TERMS AND CONDITIONS**

If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for unresponsiveness. Arlington County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the County of unresponsiveness as a result of the submission of nonconforming terms and conditions.

#### **7. EQUIVALENT EXPERIENCE AND REFERENCES**

If a bidder is unable to meet the experience and/or reference qualifications required under this solicitation, the bidder may submit a résumé indicating the experience and reference qualifications of the proposed project manager for the work contemplated by this solicitation which were acquired under the proposed project manager's prior employer(s). The resume shall include a description of the project(s) identified, the name and telephone number of a responsible contact person who can verify the information provided, and the name, address, and telephone of the prior employer(s) for each identified project and the name, address, and telephone of the project owner.

Arlington County may request additional information, if necessary, and will make a determination in its sole discretion as to the acceptability of the experience and reference qualifications of the proposed project manager as a substitute to part or all of the reference and/or experience qualifications required in the solicitation.

If a contract is awarded based on documents and information submitted pursuant to this section, the Contractor may not change the named project manager for the duration of the contract unless a substitute project manager with equivalent qualifications is approved by Arlington County.

#### **8. ERRORS IN EXTENSION**

Where the unit price and the extension price are at variance, the unit price will prevail.

#### **9. DISCOUNTS**

Discounts contingent on payment of invoices by Arlington County within a stipulated period of time will be accepted as a component of a bid, but will not be considered by Arlington County when evaluating bid prices or when making an award.

#### **10. EXPENSES INCURRED IN PREPARING BID**

Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

#### **11. BIDDER INVESTIGATIONS**

Before submitting a bid, each bidder must make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder.

#### **12. INCOMPLETE DOCUMENTS**

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential bidder downloaded an electronic version of the solicitation documents, that potential bidder is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington County Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to Arlington County.

#### **13. QUALIFICATION OF BIDDERS**

Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will result in bid rejection by Arlington County.

#### **14. DEBARMENT STATUS**

The bidder shall indicate in the space provided on the Bid Form, whether or not it, or any of its principals, is/are currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

#### **15. ALTERNATE BID**

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

#### **16. INFORMALITIES**

Arlington County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery



schedule of the services being procured. If insufficient information is submitted for Arlington County to properly evaluate the bid by a bidder; Arlington County reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

#### **17. ARLINGTON COUNTY BUSINESS LICENSES**

The successful bidder must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

#### **18. AUTHORITY TO TRANSACT BUSINESS**

Any bidder 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 of Virginia 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. The proper and full legal name of the firm or entity and the identification number issued to the bidder by the Virginia State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

#### **19. BID WITHDRAWAL PRIOR TO BID OPENING**

No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

#### **20. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING**

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

#### **21. PARKING**

At most County government facilities, parking for contractors' vehicles is not provided by the County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

**22. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT**

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Bidders further understand that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract. Further, bidders acknowledge that the items or services covered by this contract may be available or become available under other County contract(s), and that in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such other contract(s). Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting contract.

**23. TRADE SECRETS OR PROPRIETARY INFORMATION**

Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials sought to be protected and state the reasons why protection is necessary and falls within the exceptions to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

**24. INTEREST IN MORE THAN ONE BID AND COLLUSION**

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one (1) bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

**25. LIVING WAGE CONTRACT**

If this solicitation and resulting contract is subject to the Service Contract Wage ("Living Wage") provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of a contractor or subcontractor working on County-owned or County-occupied property shall be an hourly wage no less than the Living Wage published on the County's website. By submitting a bid, the bidder certifies that it will comply with this provision and ensure that its subcontractors, if any are authorized, comply with this provision. (Refer to Section 58 under Contract Terms and Conditions for further details specific to this solicitation/contract.)

**26. METHOD OF AWARD**

Arlington County will award this solicitation to the lowest responsive and responsible bidder. However, Arlington County reserves the right to make the award to multiple bidders as follows:

Arlington County will make up to four individual awards as a result of this solicitation. Each of the four County Geographical quadrants (NE, NW, SE, SW) will be awarded to the lowest bidder for the quadrant. Lowest bidder

will be determined by a use of a sealed formula, which will be unsealed at the Public Bid Opening. Each individual bidder can be awarded a maximum of two quadrants. If a Bidder is considered the low bidder in more than two Quadrants, the Bidder will be awarded the two quadrants of largest total value. Any other quadrants will be awarded to the second lowest bidder for that quadrant.

## **27. INSURANCE REQUIREMENTS**

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Such requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids. The insurance requirements herein shall neither operate as a limitation of the Contractor's liability to the County nor as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting Contract.

## **28. CONDITIONS OF THE RIDER CLAUSE**

The successful bidder will have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments ("COG") and the Northern Virginia Cooperative Purchasing Council, as set forth in the extension checklist contained in the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:

- a. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.
- b. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.
- c. The awardee is solely responsible for notification of the identified jurisdictions of the availability of the award.
- d. Arlington County shall not be held responsible for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.
- e. Participating jurisdictions will be permitted to purchase at Contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the awardee and will be responsible for placing orders directly with the awardee, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.
- f. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required insurance policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

- g. Any extension to another jurisdiction shall be at the unit prices identified in the bid. Bidders shall not, under the conditions of this extension, offer any adjustment, addition, modification or other change to the technical requirements of this solicitation or the unit prices awarded by Arlington County under this solicitation to any public body to which the award is extended.

**29. NOTICE OF DECISION TO AWARD**

When the County has made a decision to award a contract(s), an e-mail with a Notice of Decision to Award will be sent to all bidders, using the email address provided in the Bid Form.

**30. BIDDER'S MINIMUM QUALIFICATION REQUIREMENTS**

To be considered responsible, the bidders must meet the following minimum requirements:

The Bidders must have the following set of equipment for each Quadrant:

- a. 4 ea hydraulic zero-turn rider mowers with a mowing deck of 36" or wider w/ safety shields.
- b. 1 each Hydraulic driven Front Deck Reel Mower (Must have back up for emergency)
- c. 2 each hydraulic mulch mower

Minimum Staff Requirements:

- a. Project Manager
  - Shall have a minimum of 7 years experience in landscape/Mowing industry
  - Shall be able to speak the English language fluently.
  - Shall have a Certified Pesticide Applicator License issued by the Virginia Department of Agriculture and Consumer Services.
- b. Crew Leader
  - Shall have a minimum of 5 years experience in the landscape/Mowing industry
  - Shall be able to communicate fluently in the English language.
  - Shall have a Certified Pesticide Applicator License issued by the Virginia Department of Agriculture and Consumer Services.

**31. BID SUBMISSION REQUIREMENTS**

In addition to the completed and properly executed Bid Form, bidders shall provide the following information with their bids:

- a. A list of service vehicles by type,
- b. a list of technicians by name (including licenses and qualifications they have), intended to be used in fulfilling the contract anticipated by this solicitation.
- c. A list all training and benefits that the bidder's firm provides to those employees.
- d. Resumes for Project Manager and Crew Leaders
- c. A description of the current business culture of the bidder's firm. The description shall include identification of the business's location; a statement as to whether employees take their service vehicles home; and a statement of the percentages of the bidder's business that are

commercial and residential.

- e. A list of any special equipment that the bidder intends to use in fulfilling the contract anticipated by this solicitation.
- f. A list of at least five (5) references from commercial customers.

## II. SCOPE OF SERVICES

The Contractor shall perform grass mowing, and general turf management services at various locations in Arlington County identified in the enclosed list. Services performed shall follow industry standards for the mowing and landscape industry. Services shall be performed on County owned park land, athletic fields, schools, fire stations, libraries, health centers, street right-of-ways, and public open spaces.

Services shall include, by way of illustration and not limitation, general cleanup of all areas prior to mowing (trash pick up and disposal), grass mowing, trimming, mechanical edging, removal or dispersal of heavy or clumped grass clippings after mowing, leaf removal, limited pruning, weed control and removal of clippings on sidewalks, landscaped beds, parking lot areas and public street ways.

### GENERAL SPECIFICATIONS

1. MOWING SEASON:  
Mowing takes place from approximately March 25<sup>th</sup> to November 16<sup>th</sup> of each contract year (approximately 34 weeks). Adjustments to the starting and ending dates will be negotiated by the Project officer and paid for at the rate bid.
2. TRASH AND DEBRIS:  
Prior to beginning of mowing operations, the Contractor shall perform general cleanup of trash and debris from all areas of mowing/landscaping responsibility, including curb and gutter areas and adjacent border areas.
  - a. Examples of trash and debris that the Contractor shall remove include, but is not limited to, brush, tree limbs, bottles, paper, plastic items, cans, metal objects, tires, auto parts, asphalt, concrete, rocks and broken glass.
  - b. Brush, construction, or other debris dumped on or contiguous (in front of the work site such as in front of an area which might be the curb and gutter area) to sites covered by this Contract which is less than 10 cubic feet per pile shall be removed by the Contractor. Brush or construction debris in excess of 10 cubic feet per pile shall be removed by the County. The Contractor shall contact the Contract Officer on the same day that piles of debris are discovered.
  - c. Furniture, appliances and auto parts in excess of 100 pounds for each part shall be removed by the County. The Contractor shall notify the Contract Officer on the same day that such items are discovered. Parts weighing less than 100 pounds shall be removed by the Contractor.
  - d. Any heavy or clumped grass clippings and trash collected in mowing areas shall be picked up, removed from the site and disposed of in a legal manner at the Contractor's expense. Grass clippings shall be directed away from ground level HVAC units, landscaped areas, streets, parking lots, playgrounds and sidewalks. All clippings blown into these areas shall be gathered and disposed of in a legal manner at the Contractor's expense.
3. GRASS HEIGHT:  
Grass shall be cut to a height of 2-1/2 inches throughout the mowing season with the exception of Bermuda grass on athletic fields, which shall be cut to a height of 1 ½ inches. The fields with Bermuda grass will be identified by staff during the Pre-Bid Conference tour and during performance. Grass heights may be elevated to 3-1/2 inches during dry spells at specified locations with written permission from the Contract Officer. Such exceptions will not affect the contract price. Mowers and string trimmers shall not hit trees at any time during mowing operations. Steep slopes, as identified by County staff, located within all "7" day areas, shall be mowed twice per month using string trimmers where required by the severity of the slopes.
4. TRIMMING:  
Trimming shall be performed as specified in the above paragraph around all trees, fences, signs, posts,

poles, sidewalks, bike paths, school and park equipment and from the top of all street curbs either by hand or with a string trimmer when each mowing is performed. Athletic field fence lines shall be trimmed to remove all sucker growth of 2" diameter or less. Trimming around trees shall be accomplished without damage to tree bark, roots, limbs or mulch. A narrow 6 inch (6") band of grass around standing objects (non-living) may be sprayed with a post emergent herbicide with written approved by the Contract Officer.

5. MECHANICAL EDGING:

Mechanical edging shall be performed once per month at all Fire Stations, Libraries and main entrances to all Community Centers for a total of eight (8) edgings per contract year. All spoils generated by mechanical edging shall be removed from the site and disposed of in a legal manner at the contractor's expense. This mechanical edging will replace the string-trimming requirement during that mowing cycle for the affected areas. String-trimmers are not acceptable substitutes for mechanical edgers. The purpose of this is to maintain a crisp edge between the hard surface and turf areas. Designated areas will be identified by the County staff during the Pre-Bid Conference tour and during performance.

6. MOWING MAINTENANCE AREAS

Mowing shall be performed as specified for each location.

- (a) Parks, Schools, Athletic Fields-including infields, Recreation Centers, Nature Centers, Libraries, Health Centers and Fire Stations shall be mowed on a 7 calendar day cycle at each location per mowing season (1 mowing per week at each location) except during the period of July 1 through November 15 when the 7 calendar day cycle will be changed to a 14 calendar day cycle. Cool season grass and irrigated athletic fields shall be cut twice a week from April 1 thru July 30<sup>th</sup>. All other irrigated locations shall be cut weekly. All Bermuda grass fields shall be cut three times per week between June 1 through October 1. Some overseeded athletic fields may require mowing in early spring, prior to April. The field locations shall be identified during the pre-bid conference tour and during performance. All designated areas on school grounds and athletic fields shall be mowed and trimmed under this contract. Designated areas will be identified by the County during the site tour and during performance. Athletic field use shall be relinquished to the Contractor as scheduled per notification to the Contract Officer. If the Contractor attempts to mow an athletic field and is instructed by a school or County field supervisor "NOT TO CUT", the Contractor shall obtain the signature, title, date and time of the school or County representative and leave the site. The Contractor, by obtaining the above information will then be considered to have met the specifications for that location. These locations are identified by "7" in the Frequency column on the location list. **The Contractor shall remove tree limbs and shrub vegetation, up to 5 feet (5') high, adjacent to all "7" day grass mowing locations in order to prevent encroachment and to maintain grass mowing perimeters.**
- (b) Areas to be mowed on a one per month cycle, or approximately eight mowings per mowing season (minimum of one mowing per month) are identified on the location list by "30" in the Frequency column. These areas shall be mowed prior to the 15th of the month. The Contractor shall remove tree limbs and shrub vegetation, up to 8 feet (8') high, adjacent to all "30" day grass mowing locations in order to prevent encroachment. The Contractor shall maintain/prune back all vegetation, including tree limbs, from street curbs and/or paved areas a minimum of 3 feet (36").
- (c) Areas to be mechanically edged will be identified by the County staff during the Pre-Bid Conference tour and during performance. The Contractor shall maintain a clean and neat edge along all curbs and sidewalks specified. No grass or other debris shall be visible on the sides of the curbs and sidewalks or other areas designated.
- (d) Fertilization of identified turf areas, excluding athletic fields, shall be with a professional quality, granular fertilizer containing at least 50% slow release Nitrogen, Water Insoluble Nitrogen(WIN) with an NPK proportion of 4-1-2. All applications will have a minimum Nitrogen content of 20% by weight e.g., 24-6-12. A total of 3 pounds of actual nitrogen/1000 sq. feet/year shall be applied in split applications. 1.5 pounds of nitrogen shall be applied between August 15<sup>th</sup> and September 15<sup>th</sup> of each contract year. An additional 1.5 pounds of nitrogen shall be applied between October 1<sup>st</sup> and November 1<sup>st</sup> of each contract year.

EXCEPTIONS: No fertilizer shall be applied during periods of extended drought determined by the Contract Officer. Where fall overseeding has occurred, a "starter" fertilizer containing

approximately 10 % slow release Nitrogen should be used in place of the above for the August thru September. application. Where soil test reports show phosphorus to be ample or excessive, a slow release fertilizer containing nitrogen-only should always be used to protect water quality. The scheduling and application of fertilizers shall be coordinated with the Contract Officer or designee.

- (e) All identified turf areas shall be sprayed with a liquid formulation of a wide spectrum broadleaf weed killer between September. 15 and October 15 of each contract year. Granular formulations of same shall not be substituted. Annual grassy weeds such as crabgrass and goosegrass shall be controlled using granular application of pre-emergent herbicides between March 15 and April 15. Annual broadleaf weeds such as knotweed shall be controlled using similar application of broadleaf weed killer in May. All herbicide applications must be done in accordance with the laws and guidelines of the Virginia Department of Agriculture and Consumer Services and following all label directions.

EXCEPTIONS: Where overseeding has occurred in spring, the Contractor shall use pre-emerge product containing siduron for crabgrass control. Where overseeding has occurred in late summer thru early fall, contractor will wait until turf is mowed 3 times before applying broadleaf weed killer. The scheduling and application of herbicides shall always be coordinated with the Contract Officer or designee.

- (g) All designated turf areas will be over-seeded between August 15<sup>th</sup> and September 15<sup>th</sup> with a certified seed or seed blend according to current Virginia Turf grass Variety Recommendations as published by Virginia Tech. The blend will be determined based on existing turf in each location. Where tall fescue predominates, a mixture of 90% tall fescue with 10% low maintenance bluegrass varieties will be seeded at a rate of 6#/1000 square feet. No one variety of tall fescue will make up more than 30% of the mixture. Where bluegrass or ryegrass predominates, a mixture of 85% bluegrass and 15% perennial ryegrass will be used, where no one variety of bluegrass makes up more than 25%. The scheduling and performance of overseeding shall always be coordinated with the Contract Officer or designee.
- (h) All designated areas receiving fertilization and weed control shall have soil test samples taken by the contractor during the month of December of each contract year and sent to Virginia Tech, Department of Agronomy for complete analysis of nutrients and provide the test results to the Contract Officer or designee for discussion of the needs for any supplemental nutrients and soil amendments and the timing of such application.
- (i) All designated areas shall have leaf removal performed three times per year on or about October 30<sup>th</sup>, November 15<sup>th</sup>, and December 15<sup>th</sup>. Designated areas will be identified by the County during the pre-bid conference and during performance. All leaves collected during this operation shall be disposed of in a legal manner at the contractor's expense.
- (j) Street Islands shall be mowed with "Mulching Type", "Rear Discharge", or "Blocked Side Discharge Type" grass mowing equipment to prevent grass clippings from being deposited into the street or curb and gutter areas. No grass clippings shall be left in the curb or gutter area.

7. SPECIAL ASSIGNMENTS:

Mowing assignments for special events shall be paid at the bid cost for each item assigned. Special assignments and assignments based on citizen complaints shall be acted upon by the Contractor within 24 hours after notification by the County.

8. SAFETY OF PERSONNEL AND EQUIPMENT:

All Equipment used in this contract shall be equipped with factory safeguards or safety modifications meeting OSHA requirements. Contractor shall be assessed \$50 liquidated damage for each occurrence observed operating equipment without factory safeguards. All Contractor employees shall wear Virginia OSHA-approved orange safety vests to alert traffic of their presence. "Mowing Operation" signs approved by the County shall meet all applicable state and local requirements. "Mowing Operation" signs shall be utilized along roadways and trails. Safety to the public is of utmost importance. The County reserves the right to stop the Contractor from performing work for failure to observe applicable safety precautions. Work may not resume until approval is given by the County Project Officer that applicable safety measures are in place.



9. PERMITTED HOURS OF PERFORMANCE:

Mowing under this contract shall be performed on Mondays through Fridays between 7:00 a.m. and 6:00 p.m., and Saturday between 10:00 a.m. and 6:00 p.m., Holidays between 10:00 a.m. and 6:00 p.m., unless a special exemption from the County Noise Ordinance is obtained by the Contractor or issued by the County.

Mowing Maintenance on State Highways in Arlington County shall be performed on Monday through Friday between 9:30 a.m. and 3:30 p.m. with NO MOWING to occur on Saturdays, Sundays or Holidays. State Highways will be identified by the Contract Officer or designee during performance.

10. REPORTING DANGEROUS CONDITIONS/SITUATIONS:

Dangerous and unusual situations in mowing and/or landscaping areas shall be reported to the Contract Officer as soon as practicable by telephone that day or at the latest, the next morning's meeting.

11. WALKWAYS AND THOROUGHFARES:

Walkways and thoroughfares shall be left in a clean and safe manner. Parking lots, tennis courts, basketball courts, sidewalks, bike trails, running tracks and all mulched beds shall be free of grass clippings after mowing.

12. DAMAGES BY CONTRACTOR:

Damage to turf areas or County Facilities (e.g.: flower beds, hedges, demonstration areas, shrubs or specialized landscaping or athletic fields) as a result of mowing operations shall be reported to the Contract Officer or designee (telephone, voice-mail, or fax) within 24 hours and repaired or replaced within two weeks of date of damage (one week if damage presents a safety hazard to facility users) by the Contractor at no cost to the County. Failure to repair the damaged areas will result in withholding the amount of the cost of repair by County forces from a subsequent monthly payment due to the Contractor.

13. KEYS:

Keys for park gates will be provided initially by the County. All gates shall be locked after mowing that area. The Contractor shall pay for the cost of replacement for lost keys, locks or lock posts.

14. DEAD ANIMALS:

The Arlington Animal Welfare League will remove dead animals. The Contractor shall contact the League for removal at (703) 931-9241 immediately upon finding.

15. GRASS CLIPPINGS:

Light deposits of grass clippings (2" or less) may be dispersed in place on grass. All hard surfaces shall be cleared of leaves and clippings. Leaves may be left on grass provided they are completely mulched during the mowing process. Heavy grass clippings or clumps (2" or more) left on turf areas shall be removed and disposed off-site.

16. SCHEDULES:

The Contractor shall provide mowing schedules on a location check-off list to the Contract Officer on a daily and/or weekly basis. The schedule and check-off list of areas mowed is the official record of locations and frequencies maintained during the monthly billing period. Each daily work list shall include the service location number and name. The Contractor crew leader shall check in each workday prior to 7:45 AM with the Contract Officer or County representative to confirm that day's mowing locations and to confirm the previous days work completed. Variations from the schedule will be allowed only with 24 hours notice via email to the Contract Officer with written approval.

Before the start of the contract the Contractor shall, at no charge to the County, provide and install means of two-way instant communication between the Contractor Crew Leader and the County Contract Officer or designee. Cell phones, Nextel radio/phone and portable radios; by way of illustration and not limitation are acceptable means of such instant communication. The selection must be approved by the County Project Manager prior to use.

When an Air Quality Forecast from the Metropolitan Washington Council of Governments is "Code Orange", the contractor shall consult the County Project Manager to establish work schedule. On

"Code Red" forecasts there shall be no mowing. . During this "Code Orange" or "Code Red" forecast, the Contractor shall perform all other services required at Mowing Maintenance Areas as specified. When the "Code Orange" or "Code Red" Forecast is lifted the contractor will resume grass mowing operations at the point where they stopped on the day prior to the "Code Orange" or "Code Red" Forecast. An exemption to this will be made by the Project Officer to address any safety issues.

The Contract Officer shall advise the Contractor when wet weather conditions preclude the operation of the Contractor's equipment on grass and shall change the mowing schedule for that day to minimize damage to the turf. Changes in the mowing schedules necessitated by wet conditions shall not release the Contractor from performing any services per contract specifications.

Failure of the Contractor to provide the Contract Officer or County representative with the required daily and/or weekly maintenance schedule with location check-off list for each work day by 7:45AM, will result in a deduction from any compensation due to the Contractor by the County of \$100.00 as liquidated damages and not as a penalty.

17. HERBICIDES and PESTICIDES.

The Contractor shall apply all herbicides and pesticides according to Federal, State and Local laws, regulations and label directions. A complete list of all herbicides and pesticides used shall be made available to the County whenever requested by the Contract Officer within 24 hours. The MSDS data sheets shall be provided to the Contract Officer prior to the use of the chemical whenever requested.

18. INCREASE IN CONTRACT:

The County may add up to two (2) additional acres to this contract at no additional cost during the contract term. Should more than two acres be added to the scope, the additional acreage over two acres shall be paid for at the "mowing-per-acre" price for the increased area. New areas will be added only after written notification from the Project officer, and will not constitute a Contract Amendment. New areas will be added only upon a written notification from the Project Officer, and will not constitute a Contract Amendment. Project Officer will at all times maintain a current list of areas included in the Contract, and provide to Contractor within 7 days of Contractor's request.

19. DECREASE IN CONTRACT:

The County may delete up to two (2) additional acres to this contract at no change or decrease to the cost during the contract term. Should more than two acres be removed from the scope, the "mowing-per-acre" unit price will be used by the County to determine adjustments for deletions from the Contract. New areas will be removed only upon a written notification from the Project Officer, and will not constitute a Contract Amendment. Project Officer will at all times maintain a current list of areas included in the Contract, and provide to Contractor within 7 days of Contractor's request.

20. SPECIAL REQUESTS:

Special call back work in addition to the regular mowing schedule will be computed by the County at the contract "mowing-per-acre" unit price.

21. CONDUCT OF EMPLOYEES:

Employees engaged in mowing operations under this Contract shall at all times be courteous to the general public and to residents of properties abutting the contract mowing areas. They shall exercise caution to assure that their operations do not cause any safety hazard to the public and shall maintain operations in a manner that will cause the least interference with users.

22. DESIGNATED AREAS:

The Contractor shall perform the type of work or services as identified on the attached location list and/or from the attached maps. The areas are described on the list and the County will assist the selected Contractor in locating each location during the first two weeks of the contract. Additions or deletions from the location list and their costs will be contained in a written notice issued to the Contractor by the County.

23. PAYMENT:

Invoices shall be submitted on the last workday of each month to the County for 1/8th or 1/12 of the total annual contract price (at the Contractor's option). The invoice shall describe the work performed in accordance with the contract requirements and include the Purchase Order number. When a payment method is selected by the Contractor, it shall remain in place for the balance of that contract

year. Additional charges approved by the County for unit-price work shall be a part of the invoice. Any deductions, as specified in these contract specifications, incurred during the billing period shall be identified and deducted by the County from the current or subsequent monthly payment due to the Contractor. The County may require correction and re-submission of any invoice deemed inaccurate or deficient.

24. PRICE:

Bidders shall submit a lump sum; annual price for all mowing locations. Bidders also shall submit unit prices for mechanical edging per 1000lf (linear feet), fertilization, seeding, leaf removal, weed control, aeration, mowing, reel mowing and for removal of grass clippings shall be priced per acre.

25. CONTRACT PERFORMANCE:

Failure of the Contractor to perform the work within the daily and/or monthly service schedules for any reason other than weather, natural disaster or prior approval from the Contract Officer, or failure to comply with the specifications of this contract will result in the assessment of liquidated damages in the amount of \$50.00 for each type of grass mowing service not performed in compliance with the specifications, for each location or the deduction of the per acre price for the affected location, whichever is greater. The Contract Officer will notify the Contractor of such failure, and the Contractor will have 24 hours from such notice to correct the default before liquidated damages are assessed.

The County reserves the right to inspect all operations under this Contract and to withhold payments for any work which is considered not in accordance with specifications. Payments withheld for this reason will be released upon receipt of satisfactory evidence (site inspection by the County Contract Officer) that the work has been corrected to the County's satisfaction. Corrective work shall occur within 24 hours of any schedule for the location requiring correction at no additional cost to the County or shall be done within 24 hours of notice to the Contractor by the County. The Contractor agrees that telephone notice by the County to the Contractor shall be adequate to enforce this provision. Repeated violations (more than four callbacks within any calendar month or non-performance of any scheduled work or repair work for two weeks) shall result in immediate review by the contractor and County and can result in cancellation/termination of the Contract.

26. GENERAL INFORMATION:

- a. The "one time mowing-per-acre for 7 day locations" price shall be used to charge the County for one time mowing and for increases or decreases of locations covered by the Contract, as specified in items 19 and 20.
- b. The "one time mowing-per-acre for 30 day locations" price shall be used to charge the County for one time mowing and for increases or decreases of locations covered by the Contract, as specified in items 19 and 20.
- c. The "removal-of-clippings" price per acre shall be used to charge the County for special requests made by the Contract Officer for clipping removal.
- d. All School property has been designated as "No Smoking" areas. No smoking shall be permitted on school property. The Parks Division encourage "No Smoking" near playgrounds and athletic field areas.
- e. Speed of mowing equipment on school grounds shall be kept to a minimum speed to ensure the safety of students that may be in the area of the mowing operation.
- f. All Community Canine Areas shall be serviced between 9:am and 3:00pm only.
- g. The NE Section, some areas require bag mowing, areas are identified on the Mowing Location list provided by Project Officer. The areas identified shall be mowed with a bag mower only, no substitutes allowed.

27. EQUIPMENT REQUIREMENTS

The Bidders must provide, at minimum, the following set of equipment for each Quadrant:

- a. 4 ea hydraulic zero-turn rider mowers with a mowing deck of 36" or wider w/ safety shields.
  - b. 1 each Hydraulic driven Front Deck Reel Mower (Must have back up for emergency)
  - c. 2 each hydraulic mulch mower
- No equipment used in the performance of this contract shall exceed 10 years in age at any time
  - In the event any equipment malfunction or breakdown, the contractor shall dispatch and supply sufficient spare equipment within 2 hrs.
  - All equipment must be maintained in a clean, sanitary and rust-free operable manner.
  - The County shall have the right to stop and inspect any equipment used by the contractor in the performance of the contract for general mechanical and safety conditions

### **III. CONTRACT TERMS AND CONDITIONS**

#### **1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 16-150-ITB-LW

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or the "Agreement".

#### **2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide grass mowing and related turf management services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

#### **3. CONTRACT TERM**

The Work shall commence on the date of the execution of the Agreement by the County, and shall be completed no later than December 31, 2016 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract prices for not more than four (4) additional twelve (12) month periods from January 1, 2017 to December 31, 2020 (each such period shall be referred to as "Subsequent Contract Term").

#### **4. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENT**

The unit price(s) shall remain firm until December 31, 2016 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than sixty (60) days prior to the Price Adjustment Date. Requests for adjustment(s) to unit price(s) for ensuing years shall not exceed the percentage of escalation / de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in April of each year of the Contract.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth above, by the thirtieth (30th) calendar day prior to the Price Adjustment Date, the County may in its sole discretion terminate the Contract. The contract unit price(s) that changed as a result of this procedure shall become effective the day after the Price Adjustment Date and shall be binding on both parties for 12 months following the adjustment which shall be considered the new Price Adjustment Date.

#### **5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the

work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

#### **6. PROJECT STAFF**

The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

#### **7. BACKGROUND CHECK**

Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County.

#### **8. ADDITIONAL SERVICES**

The Contractor shall not be compensated for any goods or services provided except those included in Attachment A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

#### **9. PAYMENT TERMS**

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County.

#### **10. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

#### **11. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first.

#### **12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

During the Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents, if so requested by the County. The County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract. Further, the items or services covered by this contract may be available or become available under other County contracts, and in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such another contract. Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this contract.

#### **13. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

#### **14. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

Inspection and acceptance of materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to

ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all materials for which the Contractor invoices for payment.

#### **15. DAMAGE TO PROPERTY**

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

#### **16. CLEANING UP**

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

#### **17. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS**

The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste"), and legal disposal of said Waste off-site. No County building or waste containers shall be used for such Waste. If the Contractor fails to adhere to this requirement the County will contract a third party for removal and disposal of the Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor will be deducted from the final payment due to the Contractor. Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor's agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor's sole expense with all costs of the repair deducted from the Contractor's final payment unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs shall be made within ten (10) days of the date of damage to the satisfaction of the County.

#### **18. OSHA REQUIREMENTS**

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration ("OSHA") requirements, both Federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.



## **19. HAZARDOUS MATERIALS**

Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets ("MSDS") required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such MSDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when MSDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to the refusal or rejection of MSDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials.

## **20. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL**

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

## **21. SAFETY**

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with

and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the contract.

## **22. SUPERVISION BY CONTRACTOR**

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract, and shall not employ on the Work any person not reasonably proficient in the work assigned.

## **23. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its Work pursuant to this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. 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.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

## **24. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with § 2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

## **25. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

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 the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, 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 by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which Contractor 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.

## **26. UNSATISFACTORY WORK**

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

## **27. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its

discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

## **28. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

## **29. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless

and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

### **30. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

### **31. COPYRIGHT**

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

### **32. OWNERSHIP AND RETURN OF RECORDS**

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

### **33. CONFIDENTIAL INFORMATION**

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

### **34. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

### **35. COUNTY EMPLOYEES**

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

### **36. FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside and beyond the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

### **37. AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

### **38. RELATION TO THE COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

### **39. ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

### **40. REPORT STANDARDS**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);

- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

#### **41. AUDIT**

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. The Contractor shall provide any documentation requested by the County within fifteen (15) calendar days of such request. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

#### **42. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

#### **43. AMENDMENTS**

Unless otherwise specified herein, this Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

#### **44. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

#### **45. DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court of law.

#### **46. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

#### **47. ARBITRATION**

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.



**48. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

**49. NO WAIVER**

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

**50. SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

**51. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**52. SURVIVAL OF TERMS**

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION;.

**53. HEADINGS**

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

**54. AMBIGUITIES**

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**55. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO THE COUNTY:**

\_\_\_\_\_, Project Officer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND

Michael E. Bevis, Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**56. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**57. LIMITED ENGLISH PROFICIENCY**

The Contractor shall comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that adequate communication and/or interpretation/translation services are available to persons seeking services who have limited ability to communicate and/or limited English proficiency. If such services are not included in contract scope of services and pricing, the Contractor agrees to use services of a County-contracted service provider and fees will be paid for by the County at prevailing contract rates.

**58. SERVICE CONTRACT WAGE REQUIREMENTS**

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (Service Contract Wage provisions, herein referred to as "Living Wage" provisions) are applicable to this Contract. Therefore, the Contractor shall comply with Section 4-103 of the Arlington County Purchasing Resolution, pertaining to service contract wages (referred to herein as "Living Wage" provisions), during the performance of this Contract. All employees of the Contractor or any of its subcontractors working on County-owned or County-occupied property shall be paid an hourly wage no less than the hourly Living Wage rate published on the County's world-wide web site at the time of Contract execution.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

Within six (6) months of the Contractor's failure to comply with the Living Wage provisions, an aggrieved employee of the Contractor may file a complaint with the County's Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid any affected employee a wage rate less than that required under the Living Wage provisions, the Contractor shall be liable to the employee for the amount of unpaid wage, plus interest at the current judgment rate set under Virginia law. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint with the County's Purchasing Agent, or takes any other action to enforce the requirements of this clause.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor shall:

1. Post the current wage rate, in English and Spanish, in a prominent place at its offices and each location where its employees perform services under this Contract (refer to Attachment C);
2. Provide, within five (5) days of an employee's request, a written statement of the then current required wage rate (using the same form provided in item 1) above;
3. Include the provisions of this clause in all subcontracts for work performed under this Contract; and
4. Submit to the Purchasing Agent, within five (5) working days of the end of each quarter, quarterly payroll reports, and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (refer to Attachment D). Include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

d. CONTRACTOR RECORD KEEPING

The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform services under this Contract for a period of three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the County's Purchasing Agent, or authorized representative, to examine and make copies of such records at reasonable times and without unreasonable interference with the business of the Contractor.

e. VIOLATIONS

Violation of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor from consideration for future awards of County contracts.

## 59. INSURANCE REQUIREMENTS

Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the County Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of "A-VII", and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of \$1,000,000.
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.
- f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification – All documentation and copies of endorsements required hereunder shall state this Contract's number and title.
- i. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA  
c/o The Purchasing Agent  
2100 Clarendon Boulevard, Suite 500  
Arlington, VA 22201

The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor

has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a subcontractor performing work related to this Contract.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 16-150-ITB-LW

B I D F O R M

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON THURSDAY, FEBRUARY 11<sup>Th</sup>, 2016

FOR PROVIDING GRASS MOWING AND TURF MANAGEMENT PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

LIQUIDATED DAMAGES: \$100/day

IN ORDER TO BE CONSIDERED RESPONSIBLE, BIDDERS MUST MEET THE FOLLOWING MINIMUM QUALIFICATIONS :

The Bidders must have the following set of equipment for each Quadrant:

- d. 4 ea hydraulic zero-turn rider mowers with a mowing deck of 36" or wider w/ safety shields.
- e. 1 each Hydraulic driven Front Deck Reel Mower (Must have back up for emergency)
- f. 2 each hydraulic mulch mower

Minimum Staff Requirements:

- c. Project Manager
  - Shall have a minimum of 7 years experience in landscape/Mowing industry
  - Shall be able to speak the English language fluently.
  - Shall have a Certified Pesticide Applicator License issued by the Virginia Department of Agriculture and Consumer Services.
- d. Crew Leader
  - Shall have a minimum of 5 years experience in the landscape/Mowing industry
  - Shall be able to communicate fluently in the English language.
  - Shall have a Certified Pesticide Applicator License issued by the Virginia Department of Agriculture and Consumer Services.

BID SUBMISSION REQUIREMENTS

In addition to the completed and properly executed Bid Form, bidders shall provide the following information with their bids:

- a. A list of service vehicles by type.
- b. a list of technicians by name (including licenses and qualifications they have), intended to be used in fulfilling the contract anticipated by this solicitation.

- c. A list all training and benefits that the bidder's firm provides to those employees.
- d. Resumes for Project Manager and Crew Leaders
- c. A description of the current business culture of the bidder's firm. The description shall include identification of the business's location; a statement as to whether employees take their service vehicles home; and a statement of the percentages of the bidder's business that are commercial and residential.
- e. A list of any special equipment that the bidder intends to use in fulfilling the contract anticipated by this solicitation.
- f. A list of at least five (5) references from commercial customers.



**TASK AREA 1 NORTHEAST (NE) QUADRANT (See Attachment for the list of locations)**

<b>I PARKS, OPEN SPACE, COMMUNITY/RECREATION FACILITIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ L.S
<b>C</b>	MECHANICAL EDGING	\$ L.S
<b>D</b>	BERMUDA FIELD-REEL MOWING	\$ L.S
<b>II SCHOOLS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>III FIRE STATIONS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MECHANICAL EDGING	\$ L.S
<b>IV STREET ISLANDS &amp; UTILITY STRIPS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ L.S.
<b>V FACILITY MAINTENANCE BUREAU (OSS)</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>VI DHS. FACILITIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>VII LIBRARIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MECHANICAL EDGING	\$ L.S
<b>TOTAL FOR MOWING AND RELATED SERVICES</b>		\$

CONTRACT UNIT PRICES (FOR CONTRACT ADJUSTMENTS DURING CONTRACT TERM):

1	MOWING PER ACRE, 7 DAY CYCLE:	\$ / ACRE
2	MOWING PER ACRE, 30 DAY CYCLE:	\$ / ACRE
3	MOWING PER ACRE, MULCHING MOWER 7 DAY	\$ / ACRE
4	GRASS CLIPPING REMOVAL PER ACRE	\$ / ACRE
5	MECHANICAL EDGING	\$ / LNFT
6	FERTILIZATION	\$ / ACRE
7	WEED CONTROL	\$ / ACRE
8	AERATION	\$ / ACRE
9	OVERSEEDING	\$ / ACRE
10	LEAF REMOVAL	\$ / ACRE
11	REEL MOWING-BERMUDA GRASS	\$ / ACRE

BIDDER NAME: \_\_\_\_\_

**TASK AREA 2 NORTHWEST (NW) QUADRANT (See Attachment for the list of locations)**

<b>I PARKS, OPEN SPACE, COMMUNITY/RECREATION FACILITIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ L.S
<b>C</b>	MECHANICAL EDGING	\$ L.S
<b>D</b>	BERMUDA FIELD-REEL MOWING	\$ L.S
<b>II SCHOOLS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>III FIRE STATIONS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MECHANICAL EDGING	\$ L.S
<b>IV STREET ISLANDS &amp; UTILITY STRIPS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ L.S.
<b>V FACILITY MAINTENANCE BUREAU(OSS)</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>VI DHS. FACILITIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>VII LIBRARIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MECHANICAL EDGING	\$ L.S
<b>TOTAL FOR MOWING AND RELATED SERVICES</b>		\$

CONTRACT UNIT PRICES (FOR CONTRACT ADJUSTMENTS DURING CONTRACT TERM):

1	MOWING PER ACRE, 7 DAY CYCLE:	\$ / ACRE
2	MOWING PER ACRE, 30 DAY CYCLE:	\$ / ACRE
3	MOWING PER ACRE, MULCHING MOWER 7 DAY	\$ / ACRE
4	GRASS CLIPPING REMOVAL PER ACRE	\$ / ACRE
5	MECHANICAL EDGING	\$ / LNFT
6	FERTILIZATION	\$ / ACRE
7	WEED CONTROL	\$ / ACRE
8	AERATION	\$ / ACRE
9	OVERSEEDING	\$ / ACRE
10	LEAF REMOVAL	\$ / ACRE
11	REEL MOWING-BERMUDA GRASS	\$ / ACRE

BIDDER NAME: \_\_\_\_\_

**TASK AREA 3 SOUTHEAST (SE) QUADRANT (See Attachment for the list of locations)**

<b>I PARKS, OPEN SPACE, COMMUNITY/RECREATION FACILITIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ L.S
<b>C</b>	MECHANICAL EDGING	\$ L.S
<b>D</b>	BERMUDA FIELD-REEL MOWING	\$ L.S
<b>II SCHOOLS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>III FIRE STATIONS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MECHANICAL EDGING	\$ L.S
<b>IV STREET ISLANDS &amp; UTILITY STRIPS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ L.S.
<b>V FACILITY MAINTENANCE BUREAU (OSS)</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>VI DHS. FACILITIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>VII LIBRARIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MECHANICAL EDGING	\$ L.S
<b>TOTAL FOR MOWING AND RELATED SERVICES</b>		\$

CONTRACT UNIT PRICES (FOR CONTRACT ADJUSTMENTS DURING CONTRACT TERM):

1	MOWING PER ACRE, 7 DAY CYCLE:	\$ / ACRE
2	MOWING PER ACRE, 30 DAY CYCLE:	\$ / ACRE
3	MOWING PER ACRE, MULCHING MOWER 7 DAY	\$ / ACRE
4	GRASS CLIPPING REMOVAL PER ACRE	\$ / ACRE
5	MECHANICAL EDGING	\$ / LNFT
6	FERTILIZATION	\$ / ACRE
7	WEED CONTROL	\$ / ACRE
8	AERATION	\$ / ACRE
9	OVERSEEDING	\$ / ACRE
10	LEAF REMOVAL	\$ / ACRE
11	REEL MOWING-BERMUDA GRASS	\$ / ACRE

BIDDER NAME: \_\_\_\_\_

**TASK AREA 4 SOUTHWEST QUADRANT (See Attachment for the list of locations)**

<b>I PARKS, OPEN SPACE, COMMUNITY/RECREATION FACILITIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ L.S
<b>C</b>	MECHANICAL EDGING	\$ L.S
<b>D</b>	BERMUDA FIELD-REEL MOWING	\$ L.S
<b>II SCHOOLS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>III FIRE STATIONS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MECHANICAL EDGING	\$ L.S
<b>IV STREET ISLANDS &amp; UTILITY STRIPS</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MOWING ALL 30 DAY CYCLE LOCATIONS	\$ L.S.
<b>V FACILITY MAINTENANCE BUREAU (OSS)</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>VI DHS. FACILITIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>VII LIBRARIES</b>		
<b>A</b>	MOWING ALL 7 DAY CYCLE LOCATIONS	\$ L.S
<b>B</b>	MECHANICAL EDGING	\$ L.S
<b>TOTAL FOR MOWING AND RELATED SERVICES</b>		\$

CONTRACT UNIT PRICES (FOR CONTRACT ADJUSTMENTS DURING CONTRACT TERM):

1	MOWING PER ACRE, 7 DAY CYCLE:	\$ / ACRE
2	MOWING PER ACRE, 30 DAY CYCLE:	\$ / ACRE
3	MOWING PER ACRE, MULCHING MOWER 7 DAY	\$ / ACRE
4	GRASS CLIPPING REMOVAL PER ACRE	\$ / ACRE
5	MECHANICAL EDGING	\$ / LNFT
6	FERTILIZATION	\$ / ACRE
7	WEED CONTROL	\$ / ACRE
8	AERATION	\$ / ACRE
9	OVERSEEDING	\$ / ACRE
10	LEAF REMOVAL	\$ / ACRE
11	REEL MOWING-BERMUDA GRASS	\$ / ACRE

BIDDER NAME: \_\_\_\_\_

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL ADDENDUMS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County, and documents obtained from all other sources.

BIDDER NAME: \_\_\_\_\_

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

- ( ) No, the bid I have submitted does not contain any trade secrets and/or proprietary information.
- ( ) Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

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State the specific reason(s) why protection is necessary:

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If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

BIDDER NAME: \_\_\_\_\_

**CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES**

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDUMS, **MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED** BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, **OR THE BID MAY BE REJECTED**:

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID AND THE CONTRACT, IF AWARDED (I.E. PROJECT MANAGER):

NAME (PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

SUBMITTED BY: (LEGAL NAME OF ENTITY)					
ADDRESS:					
CITY/STATE/ZIP:					
TELEPHONE NO:			FACSIMILE NO.:		
<p>THIS FIRM IS A: • INSERT NAME OF STATE _____</p> <p>____ CORPORATION, ____ GENERAL PARTNERSHIP, ____ LIMITED PARTNERSHIP,</p> <p>____ UNINCORPORATED ASSOCIATION, ____ LIMITED LIABILITY COMPANY,</p> <p>____ SOLE PROPRIETORSHIP</p>					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:					
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED					
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?					
BIDDER STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER:



ATTACHMENT C

LIVING WAGE FORMS

# WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY SHALL NOT BE LOWER THAN

**\$13.13 PER HOUR**

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

## FOR INFORMATION CONTACT:

ARLINGTON COUNTY  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201  
703-228-3410

# **AVISO de SALARIO MINIMO**

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

**\$13.13 POR HORA**

REFERENCIA: SECCION 4-103, DE LA RESOLUCION DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON. (ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

**PARA MAS INFORMACIÓN SIRVASE LLAMAR A:**

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.  
703-228-3410.

**PARA INFORMACION EN PERSONA DIRIJASE A:**

2100 CLARENDON BOULEVARD, OFFICINA No 500  
ARLINGTON, VA 22201

ATTACHMENT D

ARLINGTON COUNTY  
CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT

Quarter: \_\_\_\_\_ to \_\_\_\_\_

Contract Number: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name and Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

In order to audit your firm's compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All personnel of the Contractor and any of its subcontractors working on Arlington County property, or Arlington County occupied property, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE	GROSS EARNINGS ON THIS CONTRACT

By signing this form, the above-listed company certifies that the information provided is accurate and complete.